



Welcome to the UnitedHealthcare family

Paid Family and Medical Leave private plan approval guide



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Steps for completing the approval process

Thank you for selecting UnitedHealthcare for your Paid Family and Medical Leave (PFML) private plan. Follow the steps below to obtain approval.

1 Submit your application to CO Division of Insurance (DOI) through the My FAMILI+ Employer website

- Register with [My FAMILI+ Employer](#)
- Once registered, select “private plan application” and follow the instructions provided

2 Use the information from the private plan commitment form on page 2 to help complete the application

You will need to provide:

- Your federal employer identification number (FEIN#)
- Your employer name, business address, mailing address and a dedicated contact person and contact information for the plan
- The required Program Notice provided by UnitedHealthcare (page 3)
- The policy number (an insurance carrier’s approved form number will be accepted in place of a policy number: UHI-PFML-POL-CO (01012024), already included on the private plan coverage commitment form)
- The effective date, private plan expiration and rate guarantee period (Jan. 1, 2024, effective date and 12-month rate guarantee)
- A copy of the policy (pages 5–34). Once the policy is issued, you will need to return to the FAMILI employer portal and upload a copy.

3 Complete the employer questions and attestations about the private plan you have purchased. Ensure the pop-up message appears stating, “Your private plan application has been submitted.”

4 Submit the application fee of \$500

5 Provide a copy of the approval to UnitedHealthcare once you receive it from the FAMILI Division

Questions?

Contact your broker or a UnitedHealthcare representative



Colorado Paid Family and Medical Leave private plan coverage commitment

This notice is to provide verification that the forementioned employer has committed to secure a Fully Insured, state-approved, Colorado Paid Family and Medical Leave (PFML) policy through **UnitedHealthcare Insurance Company** to meet their obligations under the Colorado FAMLI Act.

Primary policyholder	
Employer legal name	
Federal Tax Identification Number (FEIN#)	
Policy effective date	
Policy rate guarantee/policy expiration date	
UnitedHealthcare policy form ID#	UHI-PFML-POL-CO (01012024)
Additional entities to be covered under primary policyholder's CO PFML policy	
Additional entity: Employer legal name	FEIN#

The employer must submit a private plan application and administrative fee through **My FAMLI+ Employer** for each entity with a unique FEIN# that is to be covered by the policy.

Please note that if this plan is not in force on the effective date as noted above, the employer will be responsible for PFML contributions due to the state.

Insurance carrier contact information:

UnitedHealthcare Insurance Company,
185 Asylum Street, Hartford, Connecticut 06103-3408

Enclosures:

Sample UnitedHealthcare Approval Policy
UHI-PFML-POL-CO (01012024)



Colorado Paid Family and Medical Leave

Private plan program notice

The employee share of Paid Family and Medical Leave (PFML) premiums is set at 0.45% of employee wages through 2024. For 2025 and beyond, the director of the FAMLI Division sets the premium rate according to the formula based on the monetary value of the fund each year.

Employers need to deduct contributions up to 0.45% from an employee's wages for PFML contributions

This can be done through a simple payroll deduction, and employees will notice the deduction on their regular paychecks. You are responsible for collecting those deductions and remitting them appropriately.

Qualifying conditions

Benefits are available to most Colorado employees who have a qualifying condition and who earned \$2,500 over the previous year for work performed in Colorado. The qualifying conditions are:

- Caring for a new child during the first year after the birth, adoption or foster care placement of that child
- Caring for a family member with a serious health condition
- Caring for one's own serious health condition
- Making arrangements for a family member's military deployment
- Obtaining safe housing, care and/or legal assistance in response to domestic violence, stalking, sexual assault or sexual abuse

Benefits overview

Covered employees are entitled to up to 12 weeks of PFML per year. Individuals with serious health conditions caused by pregnancy complications or childbirth complications are entitled to up to 4 more weeks per year, for a total of 16 weeks:

- Leave may be taken continuously, intermittently or in the form of a reduced schedule
- Leave will be paid at a rate of up to 90% of the employee's average weekly wage, based on a sliding scale
- Employees may estimate their benefits by using the benefits calculator available at famli.colorado.gov

Employees do not have to work for a minimum amount of time to qualify for PFML:

- If FAMLI leave is used for a reason that also qualified as leave under the federal FMLA, then the leave will also count as FMLA leave used
- Employees may choose to use sick leave or other paid time off before using PFML benefits, but they are not required to do so
- You and your employees may mutually agree to supplement PFML benefits with sick leave or other paid time off to provide full wage replacement

Filing a claim

Employees or their designated representatives may apply for PFML benefits by submitting an application, along with the required documentation, directly to UnitedHealthcare. You cannot make employees apply for PFML benefits.

A claim can be filed by:



Calling **1-866-556-8298**, Monday–Friday,
8 a.m.–8 p.m. ET



Submitting a claim request online
at **myuhcfc.com** or by emailing a completed
form to **fpcustomersupport@uhc.com**

Applications may be submitted in advance of the leave from work, and in some circumstances, they may be submitted after the leave has begun. Approved requests for leave will be paid within 2 weeks after the complete and accurate claim is filed, and weekly thereafter for the duration of the approved leave. Employees can appeal claim determinations to UnitedHealthcare or the CO FAMLI Division.

UnitedHealthcare Specialty Benefits

Appeals Department
PO Box 31328
Salt Lake City, UT 84131-0321

Individuals who attempt to defraud the PFML program may be disqualified from receiving benefits.

Job protection and continued benefits

You must maintain health care benefits for your employees while they are on PFML, and both you and your employees remain responsible for paying for those benefits in the same amounts as before the leave began.

An employee who has worked for you for at least 180 days is entitled to return to the same position, or an equivalent position, upon their return from PFML.

Retaliation, discrimination and interference prohibited

You may not interfere with an employee's rights under PFML and may not discriminate or retaliate against them for exercising those rights. Employees who suffer retaliation, discrimination or interference may file suit in court, or may file a complaint with the FAMLI Division.

Other important information

You may offer a private plan that provides the same benefits as the state FAMLI plan and impose no additional costs or restrictions. Private plans must be approved by the FAMLI Division. Employees and employers are encouraged to report violations to the FAMLI Division.

To contact the CO FAMLI Division, call:



1-866-263-2654

Monday–Friday, 8 a.m.–4 p.m. MT

Learn more

Visit **famli.colorado.gov**

UnitedHealthcare Insurance Company

Home Office: 185 Asylum Street, Hartford, Connecticut 06103-3408

Administrative Office: 9900 Bren Road East, Minnetonka, MN 55343

www.uhc.com

COLORADO PAID FAMILY AND MEDICAL LEAVE INSURANCE POLICY

(herein referred to as the group Policy or Policy)

Employer:(1) [ABC Company]

Policy Type: COLORADO PAID FAMILY AND MEDICAL LEAVE INSURANCE POLICY

Policy Number: 1234

Policy Effective Date: MM/DD/YYYY

Policy Coverage Period: MM/DD/YYYY – MM/DD/YYYY

Rate Guarantee Period: January 1, 2024 to December 31, 2024]

SECTION 1

The Policy is intended to comply fully and completely with the Colorado Paid Family and Medical Leave Insurance Act (Act), § 8-13.3-501 *et seq.*, C.R.S. and its implementing Regulations including 7 CCR 1107-5 (collectively, herein referred to as the Act), and will be interpreted and applied to be consistent with the requirements of the Act. If any provision of the Policy conflicts with or violates the Act, the provisions of the Act will control, and Policy will be interpreted and applied to comply with the Act, unless the Policy provisions are more advantageous to the Covered Individual, in which case the Policy terms will prevail.

Additional requirements of the Act applicable to Paid Family and Medical Leave (PFML) in Colorado, but not recited herein, may be applicable to the Employer, Covered Individuals and/or this Policy; and

The Benefits under the Policy are available to all Covered Individuals employed by the Employer localized in Colorado as defined by the Act.

All provisions on this and the following pages are part of the group Policy. References to We, Us and Our mean UnitedHealthcare Insurance Company. This Policy uses the terms defined in the Act and/or implementing regulations, when applicable. Defined terms appear exactly as stated in the Act and implementing regulations.

Not in Lieu of Worker's Compensation: This Policy does not satisfy any requirement for workers' compensation insurance.

Term of Policy and Renewal: (2) [This Policy is issued for the one-year period from the Policy Effective Date [to the last Day of the month immediately prior to the Effective Date]]. [The Policy Anniversary date is 12 months following the [[Policy Effective Date]; [first Day of the calendar [quarter][month] coinciding with or next following the Effective Date of this Policy.]]] [You may renew this Policy on the first and each subsequent Policy Anniversary.] All renewals are subject to Our approval and to the payment of premium then due. We must provide at least 31 Days' notice to the Policyholder and to the Division prior to terminating the Policy. If We elect to non-renew this Policy, We may only do so on the calendar anniversary of the initial Policy Effective Date and must provide at least 90 Days' notice to the Employer and to the Division prior to non-renewing a Policy.

How To Contact Us: If you have any questions or need information about your insurance, call 1-866-615-8727.

Time Periods: All time periods begin and end at 12:01 A.M., standard time, at the Employer's address.

This Policy replaces any other Colorado Paid Family and Medical Leave Policy previously issued.

Signed for the Company by:

(3) [Secretary

President]

This is a Non-Participating group Policy (no dividends paid).

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(4) [SECTION 14: SCHEDULE #]

All of the provisions in this Policy, which may include amendatory riders, issued for the Employer and shown below, are incorporated into and made part of this Policy.

Section 2: Incorporation Table

(5) [DOCUMENT	DESCRIPTION	EFFECTIVE DATE
Colorado Paid Family and Medical Leave Insurance Policy	This Private Plan covers all Covered Individuals employed by the Employer localized in Colorado as defined by the Act.	January 1, 2024]

Section 3: Policyholder Affiliated Companies Table

(6) [EMPLOYER NAME	FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)	EFFECTIVE DATE]

Section 4: The Policy

4.1 Amendments to the Policy

If there are any changes, amendments, or regulatory clarifications to the provisions of the Act or its implementing regulations, then the Policy will be considered consistent with the relevant changes, amendments, or regulatory clarifications and all claims practices will be updated to be in compliance with the new requirements without the consent of the Covered Individual or the Covered Individual's beneficiary. The Policy will be reviewed and updated at least annually to comply with any changes, amendments or regulatory clarifications.

Any amendment to the Policy will be communicated via an amendatory rider. Such amendatory rider will comply with the requirements of the Act and/or implementing regulations and will be submitted, reviewed and approved by the Colorado Division of Insurance prior to distribution to the Employer.

We will give the Employer 90 Days advance written notice of any such amendment.

4.2 Additional Policy Provisions

No legal action may be brought under this Policy within the first 60 Days after written proof of claim has been sent to Us as required by this Policy. No legal action may be brought by a Covered Individual under this Policy after the expiration of 3 years following the time proof of claim is required by the Policy (see Section 10.3, Claim Submission Requirements).

Legal action does not preclude the Claimant from appealing to the Division at any time.

Section 5: Nonrenewal, Termination, and Reinstatement of the Policy

5.1 Voluntary Policy Termination or Non-Renewal by the Employer

An Employer may terminate or not renew its approved Private Plan:

1. By notifying both the Division and Us in writing at least 30 Days before the effective date of the voluntary termination or non-renewal; and
2. The Employer must notify Employees of the voluntary termination no later than thirty 30 Days before the termination's effective date.

Within 7 Days of the effective date of a voluntary or involuntary termination of private plan approval, the Employer must notify all Colorado Employees of the termination, notify all Colorado Employees that they are under the state plan as a result of the termination, and deliver to all Colorado Employees the information contained in the program notice described at C.R.S. 8-13.3-511.

5.2 Nonrenewal and Termination by Us

1. We may non-renew the Policy on the Policy Anniversary date and We will give no less than 90 Days advance notice to the Employer and to the Division;
2. We may terminate the Policy on the date Premium is not paid when due, subject to the Grace Period provision of the Policy (see Section 6.3, Grace Period); and
3. We may terminate the Policy on any Premium due date, by giving the Employer no less than 31 Days advance written notice if the Employer fails to provide information on a timely basis or perform any obligations required by this Policy and applicable law.

5.3 Effect of Policy Termination or Non-Renewal

Benefits and benefit eligibility under this Policy will be maintained for all Covered Individuals until the effective date of the termination or non-renewal of this Policy. When terminated, this Policy and all insurance provided hereunder will end at 12:00 A.M. on the termination date. We will not process any new applications for Benefits after the date of termination, except as required under the Act.

If the Employer is moving coverage to the public Act Program offering, the effective date of termination of this Policy shall be on the first Day of the first quarter immediately following the date of the termination or non-renewal.

We will not be liable for payment of any weekly Benefits to a Covered Individual on or after the effective date of the termination of this Policy unless:

1. The leave start date was prior to the Policy termination or non-renewal date, and
2. Notice of the claim was provided timely as outlined in Section 10.3, Claim Submission Requirements.

If the leave claim was initiated prior to the Policy termination or non-renewal, we will continue all benefit administration and payments until such leave is resolved and/or Benefits are paid to the maximum duration. The Employer shall be liable to Us for all unpaid Premiums incurred prior to the Policy termination date. With respect to termination of this Policy, Premium shall be adjusted on a pro rata basis from the last Premium due date to the effective date of termination of this Policy. Any refund due shall be made to the Employer as soon as reasonably practicable.

5.4 Involuntary Termination of the Private Plan

This Policy will terminate upon the Division's termination of the Private Plan.

The Division may withdraw approval for a Private Plan when terms or conditions of the Plan have been violated. Causes for Private Plan involuntary termination include, but are not limited to, the following:

1. Failure to pay Benefits;
2. Failure to pay Benefits timely and in a manner consistent with the Act and its implementing regulations.
3. Failure to submit reports or comply with other compliance requirements as required by the Director by rule; or
4. Failure to otherwise comply with the CO FAMLI Act and its implementing regulations.

If the Division withdraws approval of the Employer's Private Plan, the Division will issue to the Employer and the Private Plan Administrator a Notice of Withdrawal of Private Plan Approval with an effective date 14 Days after the date of the Notice. The Employer may file an appeal with the Division using the appeal form published on the Division's website. The Division will designate a hearing officer to preside over the matter, and the hearing officer will have all of the same authority and obligations as described at 7 CCR 1107-3.10 . The Employer may seek judicial review of a hearing officer's determination in accordance with C.R.S. § 8-13.3-521(5).

1. Within 7 Days of the effective date of a voluntary or involuntary termination of Private Plan approval, the Employer must notify all Colorado Employees of the termination, notify all Colorado Employees that they are under the state plan as a result of the termination, and deliver to all Colorado Employees the information contained in the Program notice described at C.R.S. § 8-13.3-511.
2. If the Employer's workforce becomes covered by the state plan because the Employer's Private Plan approval was voluntarily or involuntarily terminated, the Employer must remain covered by the state plan and pay premiums to the state for a period of at least 3 years.
3. If the Employer returns to coverage under an approved Private Plan before the end of 3 years, the Employer must pay to the state the amount of premiums it would have been required to remit pursuant to C.R.S. § 8-13.3-507(5) through the remainder of the 3 year period. The Employer may choose to either remit the remainder as a lump sum based on a projection determined by the Division or may continue to remit premiums based on actual Wage data on a quarterly basis through the remainder of the 3 year period.

(7) [5.5 Reinstatement of a Terminated Policy

Reinstatement will be subject to Our approval. If the Employer requests reinstatement of coverage, We must receive the Employer's written reinstatement request, together with all unpaid Premiums, within (8) [1-90] Days following the date the coverage lapsed.

If the Employer's coverage is reinstated, the Policy provisions remain the same as if the coverage did not end. In no event will coverage begin or continue when coverage would not otherwise be effective according to the terms of the Policy.

If We agree to reinstate the Policy, We will notify the Division and such reinstatement will be without any gap in coverage.]

Section 6: Premiums, Grace Period and Rate Changes

The first Premium is due and shall be paid by the Policy effective date. We will bill for each Premium due after the initial Premium. The Employer is responsible to collect the Premium contributions for the Paid Family and Medical Leave coverage from each Covered Individual. If the Employer opts to deduct a lower percentage than the maximum contribution limit allowable under the law, the Employer will be responsible for any excess Premium due pursuant to their decision.

6.1 Employee Contribution to Premiums

If the Employer requires Employees contribute to the Premium, this amount cannot exceed the maximum portion of contributions for Employees as described in the Act, as follows:

1. From January 1, 2023, through December 31, 2024, the Premium amount is 50 percent of nine-tenths of one percent of Wages per Employee.
2. For the calendar year 2025, and each calendar year thereafter, the amount cannot exceed 50 percent of the Premium established by the FAML Division Director pursuant to § 8-13.3-507(3)(b), C.R.S., per Employee.

6.2 Employer Payment of Premiums

Insurance provided by the Policy will be in effect when the first Premium for such insurance is paid. For insurance to remain in effect, each subsequent Premium must be paid on or before its monthly due date, subject to the Grace Period provisions of the Policy. The Employer is responsible for paying all Premiums as they become due. The Premiums may be paid to Us by another party, however, We may require a mutual binding agreement among the other party, the Employer and Us. Payment of Premium for a period before it is due will not guarantee that the insurance will remain in effect for that period.

6.3 Grace Period

A Grace Period of 31 Days will be allowed for the payment of each Premium after the first Premium payment. During the Grace Period, the insurance will continue in effect provided the Premium is paid by the Employer before the end of the Grace Period. The Grace Period will not continue the insurance beyond a date shown in any termination provision. We will provide notice to the Employer and to the Division no later than 3 Business Days following termination for non-payment of Premium (9) [, unless the Policy is reinstated prior to that date].

6.4 Premium Amounts

The Premium due under this Policy on any Premium due date will be the sum of the Premium charges for all the Covered Individuals under this Policy. The Premium charges will be determined in accordance with the Premium rates in effect on the Premium due date and the Covered Individuals then insured. Thereafter, any changes to Premium rates will be shown on any subsequent indication of rates issued by Us in accordance with the Premium rate changes provision below.

6.5 Premium Rate Changes

On or after the first Policy anniversary date, We have the right to change Premium rates as of any Premium due date, but not more than once in any 12 month period. We will notify the Employer in writing at least 90 Days prior to the change in rates. The Premium rate may change prior to this time for reasons that affect the insurance risk, which include:

1. a change to the Premium rate under Act or regulations;
2. a change occurs in Benefits;
3. a division, subsidiary, or affiliated company is added or deleted (see Policyholder Affiliated Companies Table, Section 3);
4. the number of Employees insured changes by 10% or more; or
5. a new law or a change in any existing law is enacted which applies to the Policy. A change may take effect on an earlier date if both the Employer and We agree to it. Except in the case of fraud, any Premium adjustments, refunds or charges will be made for only the current Policy year.

In the event of a Premium rate change as outlined in this Section, for Policies where Employees are required to contribute to the Premium, the Premium amount will never exceed the maximum portion of contributions for Employees as described in the Act.

6.6 Adjustments in Premium Due

Premiums are payable monthly:

1. Any insurance for newly Covered Individuals becoming effective will be charged from the first Day of the Policy month on or right after the date the insurance takes effect.
2. Premium charges for insurance that terminates for Covered Individuals during a Policy month will cease at the end of the Policy month on or right after the date the insurance terminates.
3. Premium increases or decreases which take effect during a Policy month are adjusted and due on the next Premium due date following the change.

Changes to the Premium will not be prorated daily, except as otherwise provided for in this Policy.

If this Policy is changed to provide more coverage to take effect on a date other than the first Day of a Premium-paying period, a pro rata Premium for the coverage will be due and payable on that date.

It will cover the period then starting and ending right before the start of the next Premium-paying period. Each Premium due will include any adjustment in past Premiums which is caused by those changes which have not been taken into account at a prior date. This manner of charging Premium is for accounting purposes only and will not extend insurance beyond a date it would have otherwise terminated.

We may make retroactive adjustments to the Employer to correct billing errors for overpayments or underpayments.

We may reduce any such credits by the amount of any payments We may have made on behalf of a Covered Individual before the correction was requested.

Retroactive additions of Covered Individuals will be based upon eligibility guidelines and are subject to the payment of all applicable Premium.

The Rate Guarantee Period is shown on the first page of the Policy.

Section 7: Eligibility For Paid Family and Medical Leave Benefits

7.1 When Coverage Starts

Effective Date for Employer

Coverage begins for the Employer at 12:01 a.m., Standard Time, at the Employer's address, on the Policy Effective Date shown on the first page of this Policy.

Effective Date for Covered Individuals

The Employer's Employees will be covered at 12:01 a.m. Standard Time at the Employer's address, on the date the Employer's Employees are eligible for coverage. This Policy does not pay any Benefits for any leave period which starts before a Covered Individual is covered by this Policy.

7.2 Conditions of Eligibility

Beginning January 1, 2024, an individual has the right to take Paid Family and Medical Leave, and to receive Family and Medical Leave Insurance Benefits while taking Paid Family and Medical Leave, if the individual:

1. Meets the definition of Covered Individual under C.R.S. § 8-13.3-503(3); and
2. Meets one of the following requirements:
 - a. Because of birth, adoption or placement through foster care, is caring for a new child during the first year after the birth, adoption or placement of that child as more fully set forth in 7 CCR 1107-3.4.7;
 - b. Is caring for a Family Member with a Serious Health Condition;
 - c. Has a Serious Health Condition;
 - d. Because of any Qualifying Exigency Leave; or
 - e. Has a need for Safe Leave.

7.3 Duration of Leave

1. The maximum number of weeks for which a Covered Individual may take Paid Family and Medical Leave and for which Family and Medical Leave Insurance Benefits are payable for any purpose, or purposes in aggregate, under C.R.S. § 8-13.3-504(2) in an Application Year is 12 weeks.
2. Benefits are payable up to an additional four weeks to a Covered Individual with a Serious Health Condition related to pregnancy complications or childbirth complications.
3. Approved leave may be in the form of Continuous Leave, Intermittent Leave, or Reduced Leave Schedule.
4. The hourly expression of a Covered Individual's total allotted leave duration is equal to the total number of hours in the Covered Individual's Regular Work Schedule, multiplied by the number of weeks of leave entitlement, under 7 CCR 1107-3.5.2.B.
5. Intermittent Leave may be taken in increments of: (10) [The Employer's usual increment of leave if the usual increment is less than one hour.] [Benefits are not payable until the Covered Individual accumulates at least eight hours of Plan Benefits.] [No minimum accumulation of hours necessary for Benefits to be payable.]

7.4 Job Protection

Any Covered Individual who has been employed with the Covered Individual's current Employer prior to the commencement of the Covered Individual's Paid Family and Medical Leave who exercises the Covered Individual's right to Family and Medical Leave Insurance Benefits shall be entitled, upon return from that leave, to be restored by the Employer to the position held by the Covered Individual when the leave commenced, or to be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Nothing in this Section entitles any restored Employee to:

1. The accrual of any seniority or employment benefits during any period of leave; or
2. Any right, benefit, or position of employment other than any right, benefit, or position to which the Employee would have been entitled had the Employee not taken the leave. Nothing in this Section relieves an Employer of any obligation under a collective bargaining agreement.

During a period in which an Employee takes Paid Family and Medical Leave , the Employer must maintain any Health Care Benefits the Employee had prior to taking such Leave for the duration of the Leave, as if the Employee had continued in employment continuously during the period of leave.

An Eligible Employee who has taken PFML cannot be the subject of a Retaliatory Personnel Action and does not lose any employment benefits, including seniority or pension rights, accrued before the date on which the leave commenced.

Section 8: Amount of Benefits and Payments

8.1 The Schedule: See Last Page of Policy

8.2 Calculation of Weekly Benefit Amount

1. The amount of Paid Family and Medical Leave insurance weekly Benefits shall be determined as follows:
 - a. The portion of the Covered Individual's Average Weekly Wage that is equal to or less than 50 percent of the State Average Weekly Wage shall be replaced at a rate of 90 percent; and
 - b. The portion of the Covered Individual's Average Weekly Wage that is more than 50 percent of the State Average Weekly Wage shall be replaced at a rate of 50 percent.
2. The maximum weekly benefit is 90 percent of the State Average Weekly Wage, except that for Paid Family and Medical Leave beginning before January 1, 2025, the maximum weekly benefit is \$1,100.00 (7 CCR 1107-3.5.1.B).

8.3 Benefit Amount for Covered Individuals with Multiple Jobs

We will calculate a Covered Individual's Weekly Benefit Amount based on the Covered Individual's Average Weekly Wage earned from the job or jobs from which the Covered Individual is taking Paid Family and Medical Leave, up to the maximum total Benefit outlined immediately above. If a Covered Individual taking Paid Family and Medical Leave from a job continues working at an additional job or jobs during this time, We will not consider the Covered Individual's Average Weekly Wage earned from the additional job or jobs when calculating the Covered Individual's Weekly Benefit Amount. A Covered Individual with multiple jobs may elect whether to take leave from one job or multiple jobs.

Section 9: Benefit Provisions

9.1 General Benefit Provisions

All presumptions will be made in favor of the availability of leave and the payment of leave Benefits.

The maximum number of weeks for which a Covered Individual may take Paid Family and Medical Leave and for which Family and Medical Leave Insurance Benefits are payable for any purpose, or purposes in aggregate, is outlined above in Section 7.3, Duration of Leave.

9.2 Benefit Payment Period

Benefits under this Policy may not be conditioned on the Covered Individual first using any available accrued Employer/ Company-Provided Paid Leave available from the Employer. In any case in which the necessity for leave is foreseeable, a Covered Individual shall provide notice to the Covered Individual's Employer of their intent to take leave under the Act not less than 30 Days before the date the leave is to begin. If the necessity for leave is not foreseeable or providing 30 Days advance notice is not possible, the Covered Individual shall provide the notice as soon as practicable. The Covered Individual shall make a reasonable effort to schedule Paid Family and Medical Leave so as not to unduly disrupt the operations of the Employer.

9.3 Timing of Payment of Benefits

We will make the first payment of Plan Benefits to a Covered Individual no later than two weeks after receipt of a payable Complete Claim, and subsequent payments will be made every two weeks thereafter. We may pay Benefits more frequently than every two weeks, but in no event will payments be made less frequently than every two weeks. If some or all awarded leave is for a duration of less than a week, the benefit amount will be prorated based on the portion of work missed for the week.

9.4 Termination of Benefits

Benefits under this Policy will end when the Covered Individual is no longer eligible for family or medical leave, no longer has a Serious Health Condition, no longer has a Family Member with a Serious Health Condition or has received payment for the maximum number of weeks permitted under the Policy

9.5 Intermittent Leave or Reduced Leave Schedule

A Covered Individual may take leave in increments of either one hour, or shorter periods if consistent with the increments the Employer typically uses to measure Employee leave. As stated in Section 7.3, Duration of Leave, there is no accumulated minimum hours requirement before benefits will be paid.

Intermittent Leave or a Reduced Leave Schedule is subject to the Certifications and other required documents. See Section 11, Certification and Documentation.

9.6 Extension of Paid Leave Benefits

A Covered Individual may submit a request for extension of Paid Family and Medical Leave.

A Covered Individual or their Designated Representative must notify Us within 10 Days after the occurrence of any event, or the foreseeability of any event, that could change the amount or duration of approved Leave. We may allow a late filed request for an extension for Good Cause shown.

A request for an extension of leave must include the following information:

1. The reason for the extension;
2. The requested duration of the extended leave;
3. The date on which a Covered Individual provided notice to the Employer of the request for the extension; and
4. A newly completed or updated health care Certification for Paid Family and Medical Leave, if applicable.

We will notify the Employer of a request for an extension not more than (11) [5-10] Business Days following Our receipt of a completed request. We may provide to the Employer:

1. The requested duration for the extension;
2. Whether the newly requested leave is continuous, on a Reduced Leave Schedule, or an Intermittent Leave schedule; and
3. Any other information or record We deem relevant to verifying and otherwise processing the Application for Benefits as long as the sharing of such information does not violate the Act or its implementing regulations.

The Employer, within 10 Business Days from the date of the notice of the request for extension of leave, must provide to Us all relevant information or records requested by Us. The information or records may include any other relevant information or records related to the request for extension, including but not limited to, evidence of a fraudulent Application for Benefits.

9.7 Substitution of Employer/Company Provided Paid Leave

As stated above in Section 9.2, Benefit Payment Period, the Employer may not require the Covered Individual to use any sick or other accrued Employer/Company-Provided Paid Leave or paid time off prior to initiating a claim under the Policy or during the coverage period.

9.8 Continuation of Benefits Following Unemployment -

1. If a Covered Individual is awarded Continuous Leave for an absence caused by a qualifying condition described above in Section 5, Eligibility For Paid Family and Medical Leave Benefits, part 2, the duration of the awarded leave is not impacted by subsequent unemployment.
2. If a Covered Individual is awarded Intermittent Leave or Reduced Leave schedule for an absence caused by a qualifying condition described above in Section 7.2, Conditions of Eligibility , and subsequently becomes unemployed, the awarded leave terminates upon unemployment and the Covered Individual may apply for Benefits upon reemployment.

9.9 Offset to Policy Benefits Due to Other Income

Under the Act, the Weekly Benefit Amount for a period may be reduced by the amount of Wages, wage replacement or leave that a Covered Individual on Family or Medical Leave receives for that period from any government program or law, including unemployment benefits or workers' compensation.

9.10 Overpayments

We have the right to recover any overpayments due to:

1. Fraud;
2. Any administrative error We make in processing a claim; and/or
3. A Covered Individual's failure to provide Us with notice of a relevant change in circumstances, which would have reduced the amount of Benefits paid.

A Covered Individual must reimburse Us in full within 30 Days of Our request to recover any overpayment. We will not recover more money than the amount We paid. However, We reserve the right to recover any prior or current overpayment from any past, current, or new payable claim under the Policy.

We shall exercise Our discretion to waive, in whole or in part, the amount of any such repayments where the recovery would be against equity and good conscience.

Section 10: Claim Provisions

10.1 Consent

By submitting an application for Benefits to Us, the Covered Individual consents to the Our ability to share with the Employer, upon request, limited information necessary for the Employer to coordinate the Covered Individual's Benefits under this Policy with other benefits for which the Covered Individual is eligible. This information includes the wage replacement amount and the reason for leave. The Employer shall not request, and We will not provide, information that is not absolutely necessary for this benefit coordination.

10.2 Required Notice to Employer by Covered Individuals

1. A Covered Individual shall make a reasonable effort to schedule leave under the Act so it does not unduly disrupt the operations of the Employer. In the case in which the necessity for leave is foreseeable, the Covered Individual shall provide notice to the Employer of their intent to take leave under the Act not less than 30 Days before the date the leave is to begin. If the necessity for leave is not foreseeable or providing 30 Days' notice is not possible, the Covered Individual shall provide notice as soon as practicable. For Covered Individuals on Intermittent Leave, these scheduling and notice requirements apply to each absence. Notification must reasonably identify the qualifying leave under the Act to satisfy the notification requirements.
2. Notification of the leave shall include the anticipated start time, anticipated duration, and where applicable, anticipated frequency of leave.
3. Such notification must be in the same manner as the Covered Individual and Employer typically communicate work availability, and absent unusual circumstances, must comply with the Employer's usual and customary notice and procedural requirements for leave, unless those requirements are contrary to rights, Benefits, or protections afforded to the Covered Individual under the Act and its implementing rules.

Any of the notices required by this Section may be given by a Covered Individual's Designated Representative.

If an Employer fails to post the program notice required at C.R.S. 8-13.3-511, the Employer may not punish or discipline an Employee for failing to provide notice in accordance with C.R.S. 8-13.3-505(5).

10.3 Claim Submission Requirements

1. A Covered Individual or the Covered Individual's Designated Representative may submit a claim for Benefits up to 30 Days prior to the requested benefit start date;
2. We will notify the Employer of the claim submission within 5 Business Days of receipt; and
3. If the need for leave is unforeseeable, or if submitting a claim in advance of the leave is otherwise impracticable, a claim may be submitted up to 30 Days after the leave has begun. If a claim is submitted after 30 Days after leave has begun, but before 90 Days after leave has begun, We will consider the application if it includes evidence establishing Good Cause for the Covered Individual's failure to submit the claim within 30 Days after the start of the leave.

10.4 Claims Adjudication Process

1. We will promptly examine each claim submitted. If We need more information or documentation to adjudicate the claim (see the definition of Complete Claim, Section 14) We will make a reasonable effort to promptly obtain the additional information or documentation from the Covered Individual, using the Covered Individual's preferred language and method of contact. We will allow up to 60 Days for a Covered Individual to provide all information before closing the claim. After 60 Days, We may take no further action absent a finding of Good Cause based on evidence submitted by the Covered Individual, but will notify the Covered Individual prior to closing the claim, and provide information on how the Covered Individual might establish Good Cause to keep the claim open.
2. All approvals or denials of Benefits will be given in writing to the Covered Individual. Benefits will not begin until a claim is approved.
3. In a claim denial, We will include an explanation of the reason the paid family or medical leave claim is denied, and a description of any additional material or information necessary for the Covered Individual to revise the Benefit request to Us. We will also provide the procedures for requesting an appeal of the determination as outlined in Section 12.2, Appeal Process.

10.5 Claims of Creditors

Except when prohibited by Colorado law, the insurance and Benefits under this Policy are exempt from execution, garnishment, attachment, or other legal or equitable process, for the debts or liabilities of a Covered Individuals or their beneficiaries.

10.6 Assignment

Rights and Benefits under the Policy are not assignable.

Section 11: Certification and Documentation

11.1 Forms

With regard to forms that Covered Individuals or Health Care Providers will be required to complete, We must either utilize the forms provided by the Division, or utilize forms that are no more onerous than the forms provided by the Division. Neither We nor the Employer can require a Covered Individual to submit additional documentation or evidence related to claims unless it is specifically authorized in the Act and its implementing regulations. All claims for Benefits must be supported by a certification and/or other documentation evidencing that the leave is for a Qualifying Purpose. We may require submission of the following necessary information for the following types of PFML. We may require that claims for Benefits be supported by a Certification evidencing that the leave is for a Qualifying Purpose.

11.2 Medical Leave for a Covered Individual's Own Serious Health Condition

We require a Certification from a Health Care Provider that includes:

1. A "Serious Health Condition Certification - Self Form" completed and signed by the Health Care Provider; and
2. Any other reasonable information or documentation necessary to adjudicate the claim for Benefits, as requested by Us, including, but not limited to:
 - A statement that a Covered Individual has a Serious Health Condition;
 - The date on which the Serious Health Condition commenced;
 - The probable duration of the Serious Health Condition;
 - A Certification by the Health Care Provider that a Covered Individual has a Serious Health Condition; and
 - Information regarding the need for Intermittent Leave or a Reduced Leave Schedule, including a statement that such leave or schedule is medically necessary where the claim for Benefits is for leave on an Intermittent Leave or Reduced Leave Schedule.

11.3 Family Leave to Care for a Family Member with a Serious Health Condition

We require a Certification from a Health Care Provider that includes:

1. A Serious Health Condition Certification - Family Member Form completed and signed by the family member's Health Care Provider; and
2. Any other reasonable information or documentation necessary to adjudicate the claim for Benefits, as requested by Us, including but not limited to:
 - The name and address of the Family Member;
 - A statement confirming the relationship between a Covered Individual and the Family Member;
 - A statement that the Family Member has a Serious Health Condition;
 - The date on which the Family Member's Serious Health Condition commenced;
 - The probable duration of the Family Member's Serious Health Condition;
 - A statement that a Covered Individual is needed to care for the Family Member;
 - An estimate regarding the frequency and anticipated duration of time that a Covered Individual is needed to care for the Family Member; and
 - Information from a Covered Individual that proves to Our satisfaction the identity of the Family Member.

11.4 Family Leave for the Birth of a Child

1. Proof of birth, which may include a birth certificate, an application for a birth certificate, documentation from a Health Care Provider who provided care during the birth or recovery, or other vital records showing birth;
2. A statement establishing In Loco Parentis status; and
3. Any other reasonable information or documentation necessary to adjudicate the claim for Benefits, as requested by Us.

11.5 Family Leave for Placement of a Child for Adoption

1. Proof of adoption placement, which may include documentation from a court or an adoption agency; and
2. Any other reasonable information or documentation necessary to adjudicate the claim for Benefits, as requested by Us.

11.6 Family Leave for Placement of a Child Through Foster Care

1. Either:
 - a. Proof that the Claimant is either a licensed or certified foster parent and the child has been placed in their care; or
 - b. Documentation from a child placement agency as defined in C.R.S. § 26-6-102, the state department of human services, a county department of human services, or a court indicating a kinship or emergency placement was necessary to provide for the immediate care and safety of a minor child, and the person will be standing In Loco Parentis through a power of attorney or other legal designation; and
2. Any other reasonable information or documentation necessary to adjudicate the claim for Benefits, as requested by Us.

11.7 Family Leave for a Qualifying Exigency

A Qualifying Exigency Leave Attestation Form completed by the Claimant; and

1. Any other reasonable information or documentation necessary to adjudicate the claim for benefits, as requested by Us, including, but not limited to:
 - A copy of the Family Member's Active Duty orders; or
 - A letter of impending activation from the Family Member's Commanding Officer; or
 - Other documentation in circumstances where, for Good Cause shown, a Covered Individual is unable to produce the Active Duty orders or letter of impending activation; and
 - A statement of the family relationship between the Covered Service Member and a Covered Individual requesting Benefits;
 - Information from a Covered Individual that proves to Our satisfaction the identity of the Family Member;
 - The name and address of the Family Member being cared for;
 - The dates or period of time for which leave is being requested; and
 - The underlying reason for the Qualifying Exigency Leave.

11.8 Safe Leave

1. A Safe Leave Attestation Form completed by the victim or a family member of the victim; and
2. Any other reasonable information or documentation necessary to adjudicate the claim for Benefits, as requested by Us, including, but not limited to:
 - A copy of a federal, state or local agency complaint or a formal complaint to a school's Title IX Coordinator indicating that a Covered Individual or a Covered Individual's Family Member was a victim of Domestic Violence, Harassment, Sexual Assault, or Stalking;
 - A copy of a protective order or other evidence from a federal, state or local court, administrative agency, school's Title IX Coordinator, or attorney that a Covered Individual or a Covered Individual's Family Member appeared in or was preparing for a civil, criminal, or administrative proceeding related to Domestic Violence, Harassment, Sexual Assault, or Stalking; or
 - Documentation from an attorney, law enforcement officer, Health-Care Provider, licensed mental health professional or counselor, member of the clergy, or victim services provider that the Covered Individual or a Covered Individual's Family Member was undergoing treatment or counseling, obtaining services, or relocating as a result of Domestic Violence, Harassment, Sexual Assault, or Stalking.

11.9 Information That May Be Requested from The Employer

We require that the Employer, within 10 Business Days from the date of notice or the filing of an Application for Benefits made by a Covered Individual, provide to Us all relevant information or records requested by Us. This information or records may include the following with respect to a Covered Individual:

1. Wage and earnings information for the past five completed quarters.
2. A description of a Covered Individual's position.
3. Information on a Covered Individual's Regular Work Schedule.
4. The amount of Paid Family and Medical Leave already taken for a Qualifying Purpose during the current Application Year or Benefit Year.
5. Any other relevant information or records related to the request for leave or extension, including but not limited to, evidence of a fraudulent claim.

Section 12: Appeals

12.1 Appeal Events

A Claimant may appeal the following events:

1. Our failure to issue determination of claim for Benefits within 2 weeks of receipt of a complete filing;
2. An Adverse Determination of claims for Benefits;
3. Our failure to pay full claim approved;
4. Our determination that a Claimant is disqualified from Benefits due to its conclusion that the Claimant Willfully made a false statement or misrepresentation regarding a material fact, or Willfully failed to report a material fact, to obtain Benefits;
5. Our identification and/or collection of an overpayment; or
6. Our closure of a claim based on its determination that the claim was not properly submitted in accordance with 7 CCR 1107-3.6.7.

12.2 Appeal Process

For an appeal to be considered, We must receive a written request to appeal a claim denial or any appealable event within 45 Days of the date We issue our initial Benefits determination.

Appeals submitted to Us must specifically identify the denial being appealed or any appealable event, the date of the event, a summary of the basis for the appeal, include any documentation necessary to support the appeal and be signed and dated by the Claimant or their Designated Representative.

We may consider an appeal received later than 45 Days after issuing our initial Benefits determination, but within 60 Days after issuing our initial Benefits determination, if the Claimant submits to Us, in writing, evidence establishing Good Cause for the late appeal.

A Claimant may forgo the appeal process offered by the Us and submit an appeal directly to the Division using the Division's Appeal Request Form.

Section 13: Exclusions

No Paid Family and Medical Leave Benefits are payable for any period for which the Covered Individual:

1. Is on an Intermittent Leave or Reduced Leave Schedule and is eligible for unemployment insurance benefits under the Colorado Employment Security Act;
Unemployment Benefits: Rule 4.4.2 “If an absence from work is caused by circumstances that would entitle an individual to benefits under CESA, the individual is not entitled to family and medical leave insurance benefits.”
2. Is eligible for benefits under the Colorado workers’ compensation law;
For Workers Compensation: Rule 4.3.1 “If an absence from work is caused by circumstances that would entitle an individual to temporary indemnity benefits under the Workers’ Compensation Act, the individual is not entitled to family and medical leave insurance benefits for that absence.”
3. Is not scheduled or able to work based on circumstances related to the Employer’s business, including but not limited to:
 - A lapse in seasonal operation;
 - School breaks; and
 - Other suspensions or cessations of an Employer’s business operations; or

An application will be reopened for Good Cause if the Covered Individual applies for and is denied Benefits via a final order under the Colorado workers’ compensation law with regard to the same Serious Health Condition.

A Covered Individual is disqualified from Benefits for one year if the Covered Individual is determined by Us to have Willfully made a false statement or misrepresentation regarding a material fact, or Willfully failed to report a material fact to obtain Benefits.

For Covered Individuals taking Continuous Leave, the allowable leave time is not impacted by receipt of pay from the Employer on a designated holiday. For Covered Individuals taking leave in increments of less than one week, a paid holiday will not be counted against the allowable leave time unless the Covered Individual was scheduled and expected to work on the holiday. Similarly, if for some reason the Employer’s business activity has temporarily ceased and Covered Individuals generally are not expected to report for work for one or more weeks, the Days the Employer’s activities have ceased do not count against the Covered Individual’s allowable leave time.

Section 14: Definitions

1. **Accrued Paid Leave** means leave earned by or otherwise provided to an Employee pursuant to a benefit plan or policy offered by the Employer, including, but not limited to, sick leave, annual leave, vacation leave, personal leave, compensatory leave or paid time off.
Accrued Paid Leave does not include a (1) Disability policy or program of the Employer; or (2) a Paid Family, or Medical Leave policy of the Employer.
2. **Act** means the Colorado Paid Family and Medical Leave Insurance Act (“Act”), C.R.S. § 8-13.3-501 *et seq.*, and its implementing regulations.
3. **Active Duty** means full-time duty in the active military service of the United States and full-time National Guard duty and deployed to a foreign country.
4. **Additional Conditions or Restrictions**, as used in C.R.S. § 8-13.3-521(1)(i), means material conditions or restrictions, and does not include incidental conditions or restrictions that do not interfere with, restrict, or lessen an Employees’ rights under the Act.
5. **Adverse Determination** means either a complete denial of Benefits, or a determination to award a Claimant Benefits in a frequency or duration less than the Claimant requested, or a determination to award a wage replacement amount less than what the Claimant believes they are entitled to under the Act and its implementing regulations.
6. **Affiliated Companies** means the Policyholder and any of its affiliates and subsidiaries named in the Affiliated Companies Table (see Section 3). We will keep a list of Affiliated Companies accepted by Us and the effective dates of coverage for each Affiliated Company.
The Policyholder may act for or on behalf of the Affiliated Companies covered under the Policy. The following will be binding on all Affiliated Companies covered under the Policy:
 1. all agreements between Us and the Policyholder;
 2. all notices from Us; and
 3. all notices from the Policyholder to Us.
7. **Alternative Base Period**, as defined in C.R.S. § 8-70-103(1.5), means the last four completed Calendar Quarters immediately preceding the Benefit Year. *C.R.S. § 8-13.3-503(2)*.
8. **Application Year** or **Benefit Year**, as used at C.R.S. 8-13.3-505(1), and as described at C.R.S. 8-13.3-521(1)(b) as a “benefit year,” means the 12-month period beginning on the first day of the calendar week in which an individual’s benefit start date occurs. The 12-month period is measured backward from the date an employee uses paid family and medical leave insurance benefits. Under this “rolling” 12-month period, each time an employee takes paid family and medical leave, the remaining leave entitlement would be the balance which has not been used during the immediately preceding 12 months.
9. **Average Weekly Wage** means one-thirteenth of the Wages paid during the quarter of the Covered Individual’s Base Period, as defined in C.R.S. § 8-70-103(2), or Alternative Base Period, as defined in C.R.S. § 8-70-103(1.5), in which the total Wages were highest. For purposes of calculating Average Weekly Wage, Wages include, but are not limited to, salary, Wages, tips, commissions, and other compensation as determined by the Director by rule.
10. **Base Period**, as defined in C.R.S. § 8-70-103(2), means the first four of the last five completed Calendar Quarters immediately preceding the first Day of the Claimant’s Benefit Year. *C.R.S. § 8-13.3-503(2)*.
11. **Benefits** or **Plan Benefits**, means the FMLI Benefits provided under the terms of this Plan. C.R.S. § 8-13.3-503(9).
12. **Benefit Year** means Application Year. *7 CCR 1107-3.2.4*.
13. **Business Days** means Monday, Tuesday, Wednesday, Thursday, and Friday, and excludes any Colorado state holidays, as listed in C.R.S. § 24-11-101. *7 CCR 1107-3.2.5*.
14. **Calendar Quarter(s)** means the period of three consecutive calendar months ending on March 31, June 30, September 30, or December 31.

- 15. Calendar Week** means any period of seven consecutive Days beginning with the first Day for which the Covered Individual receives Plan Benefits. *7 CCR 1107-3.2.6.*
- 16. Claimant** means a person who has filed a claim for Plan Benefits, regardless of whether the person is a Covered Individual pursuant to C.R.S. § 8-13.3-503(3). *7 CCR 1107-3.2.7.*
- 17. Complete Claim** means a claim received by Us for adjudication and which requires no further information, from the Employer or the Covered Individual in order to be processed and paid by Us. A claim is clean if it has no defect or impropriety, including any lack of substantiating documentation of a particular circumstance requiring special treatment that prevents timely payment from being made on the claim. A Complete Claim includes resubmitted claims with previously identified deficiencies corrected. Errors, attributable to the Us, do not change the Complete Claim status.
A Complete Claim does not include any of the following:
 - a. A duplicate claim;
 - b. Claims which are submitted fraudulently or that are based upon material misrepresentations; and
 - c. Claims that require information essential for Us to ensure proper benefit coordination.
- 18. Continuous Leave** means one non-recurring uninterrupted period of leave. *7 CCR 1107-3.2.8.*
- 19. Covered Individual** means any Employee who:
 - a. Earned at least \$2,500 in Wages subject to Premiums during the person's Base Period, as defined in C.R.S. § 8-70-103(2), or Alternative Base Period, as defined in C.R.S. § 8-70-103(1.5); and
 - b. Meets the administrative requirements outlined in the Act, C.R.S. § 8-13.3-514; and
 - c. Submits an application with a claim for Benefits pursuant to C.R.S. § 8-13.3-516(6)(d).
- 20. Day(s)** means calendar Days unless otherwise specified as a business Day. *7 CCR 1107-3.2.9.*
- 21. Designated Representative** means a person or entity legally authorized to make decisions regarding the Plan Benefits on behalf of a Covered Individual, as more thoroughly defined in *7 CCR 1107-3.2.10.*
- 22. Director** means the Director of the Division.
- 23. Division** means the Division of Family and Medical Leave Insurance created in C.R.S. § 8-13.3-508.
- 24. Domestic Violence** means any conduct that constitutes Domestic Violence as set forth in C.R.S. § 18-6-800.3(1) or C.R.S. § 14-10-124(1.3)(a) or domestic abuse as set forth in C.R.S. § 13-14-101(2).
- 25. Employee(s)** means any individual, including a migratory laborer, performing labor or services for the benefit of another, irrespective of whether the common-law relationship of master and servant exists. For the purposes of this part 5, an individual primarily free from control and direction in the performance of the labor or services, both under the individual's contract for the performance of the labor or services and in fact, and who is customarily engaged in an independent trade, occupation, profession, or business related to the labor or services performed is not an Employee. Employee does not include an Employee as defined by 45 U.S.C. Section 351(d) who is subject to the federal Railroad Unemployment Insurance Act, 45 U.S.C. Section 351 et seq.
- 26. Employer** means any person engaged in commerce or an industry or activity affecting commerce that:
 - a. Employs at least one person for each working Day during each of twenty or more calendar workweeks in the current or immediately preceding calendar year; or
 - b. Paid Wages of one thousand five hundred dollars or more during any Calendar Quarter in the preceding calendar year.Employer includes:
 - c. A person who acts, directly or indirectly, in the interest of an Employer with regard to any of the Employees of the Employer;
 - d. A successor in interest of an Employer that acquires all of the organization, trade, or business or substantially all of the assets of one or more Employers; and
 - e. The state or a political subdivision of the state.Employer does not include the federal government.

- 27. Employer/Company-Provided Paid Leave** means vacation leave, paid sick leave, paid personal leave, and any other Employer-paid time off. Employer-provided paid leave does not include benefits under a short-term disability policy, long term disability policy, or a separate bank of time off solely for the purpose of paid family and medical leave. “Separate bank of time off solely for the purpose of paid family and medical leave” means time off provided by an Employer which may only be used for a purpose listed in C.R.S. § 8-13.3-504(2), including but not limited to, paid parental leave, and paid leave under C.R.S. § 24-34-402.7, and is separate from Employer-provided paid leave defined in 7 CCR 1107-4 Section 4.2.2.
- 28. Family and Medical Leave Insurance Benefits or Benefits** means the Benefits provided under the terms of this Act.
- 29. Family and Medical Leave Insurance Program or Program** means the Program created in C.R.S. § 8-13.3-516.
- 30. Family Member** means:
- a. Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the Covered Individual stands “In Loco Parentis,” or a person to whom the Covered Individual stood “In Loco Parentis” when the person was a minor;
 - b. A biological, adoptive or foster parent, stepparent or legal guardian of a Covered Individual or Covered Individual’s spouse or domestic partner or a person who stood “In Loco Parentis” when the Covered Individual or Covered Individual’s spouse or domestic partner was a minor child;
 - c. A person to whom the Covered Individual is legally married under the laws of any state, or a domestic partner of a Covered Individual as defined in C.R.S. § 24-50-603(6.5);
 - d. A grandparent, grandchild or sibling (whether a biological, foster, adoptive or step relationship) of the Covered Individual or Covered Individual’s spouse or domestic partner; or
 - e. As shown by the Covered Individual, any other individual with whom the Covered Individual has a significant personal bond that is or is like a family relationship, regardless of biological or legal relationship, based on the totality of the circumstances surrounding the relationship as more fully set forth in 7 CCR 1107-3.4.6.
- 31. Fund** means the family and medical leave insurance Fund created in C.R.S. § 8-13.3-518.
- 32. Good Cause** means a demonstration by a Covered Individual that a reasonably prudent individual under the same or similar circumstances would have been prevented from complying with deadlines established by the Act.
- 33. Health Care Benefits** as used at C.R.S. § 8-13.3-509(2) means Benefits provided to an Employee by an Employer related to the improvement or maintenance of the Employees’ health. 7 CCR 1107-4.2.3
- 34. Health Care Provider** means any person licensed, certified, or registered under federal or Colorado law to provide medical or emergency services, including, but not limited to, physicians, doctors, nurses, emergency room personnel, and midwives. C.R.S. § 8-13.3-503(13).
- 35. In Loco Parentis** means a relationship in which a person puts himself or herself in the situation of a parent by assuming and discharging the obligations of a parent to a child. Although no legal or biological relationship is necessary, grandparents or other relatives, such as siblings, may stand In Loco Parentis to a child as long as the relative satisfies the In Loco Parentis requirements. Persons who are In Loco Parentis include those with Day-to-Day responsibilities to care for or financially support a child. In determining In Loco Parentis status, We will consider the age of the child; the degree to which the child is dependent on the person; the amount of financial support, if any, provided; and the extent to which duties commonly associated with parenthood are exercised. The fact that a child has a biological parent in the home, or has both a mother and a father, does not prevent an Employee from standing In Loco Parentis to that child. The CO FAMLI Act does not restrict the number of parents a child may have. The specific facts of each situation will determine whether a Covered Individual stands In Loco Parentis to a child.
- 36. Insurer** approved by the state as used in C.R.S. § 8-13.3-521(2)(c) and these rules means an insurance provider licensed by the Division of Insurance within the Colorado Department of Regulatory Agencies, and in good standing with the Division of Insurance in accordance with its regulations.
- 37. Intermittent Leave** means leave taken in separate blocks of time due to a single qualifying reason. 7 CCR 1107-3.2.14.

- 38. Local Government** has the same meaning as defined at C.R.S. 8-13.3-503(14), and is limited to Colorado local governments. “Local government” does not include: (1) a governmental entity with one or more employees in the state personnel system pursuant to Art. XII Section 13 of the Colorado Constitution and the State Personnel System Act, C.R.S. 24-50-101 et seq.; or (2) a governmental entity for which premiums were paid pursuant to C.R.S. 8-13.3-518(4)(b).
- 39. Paid Family and Medical Leave** means leave taken from employment in connection with Family and Medical Leave Insurance Benefits under this Policy.
- 40. Policy** means the legal contract between the Policyholder and Us.
- 41. Policyholder** means a person or group in whose name this insurance Policy is held.
- 42. Premium** means the money payments required pursuant to C.R.S. § 8-13.3-507 to finance the Plan Benefits and administer the Act. *7 CCR 1107-1.4.*
- 43. Private Plan** means the Employer’s PFML plan approved by the Division that provides benefits that are equal to or greater than the benefits provided by the Colorado state PFML Program.
- 44. Private Plan Administrator** means an entity or individual tasked with the administration of an approved Private Plan, and can include without limitation the employer, a third-party administrator, a labor union, and/or an Insurer approved by the state.
- 45. Qualifying Exigency Leave** means leave based on a need arising out of a Covered Individual’s Family Member’s Active Duty service or notice of an impending call or order to Active Duty in the armed forces, including, but not limited to, providing for the care or other needs of the military member’s child or other Family Member, making financial or legal arrangements for the military member, attending counseling, attending military events or ceremonies, spending time with the military member during a rest and recuperation leave or following return from deployment, or making arrangements following the death of the military member.
- 46. Qualifying Purpose** means any of the following reasons for which a Covered Individual is eligible for Family or Medical Leave Benefits:
 1. To bond with a child during the first 12 months after the child’s birth, adoption, or foster care placement;
 2. To care for a Family Member’s Serious Health Condition;
 3. A Qualifying Exigency arising out of a Family Member’s Active Duty or impending call to Active Duty in the armed forces;
 4. A Covered Individual’s own Serious Health Condition; or
 5. A Covered Individual or a Covered Individual’s Family Member is the victim of Domestic Violence, Stalking, Sexual Assault or Abuse.
- 47. Reduced Leave Schedule** means a leave schedule that reduces a Covered Individual’s usual number of working hours per workweek, or hours per work Day. A Reduced Leave Schedule is a change in the Covered Individual’s schedule for a period of time, normally from full-time to part-time. *7 CCR 1107-3.2.15.*
- 48. Regular Work Schedule** means the Days of the week and the number of hours typically worked by the Covered Individual with the Company as of the first date of the leave. *7 CCR 1107-3.2.16.*
- 49. Retaliatory Personnel Action** means denial of any right guaranteed under this Section, including, but not limited to, any threat, discharge, suspension, demotion, reduction of hours, or any other adverse action against an Employee for the exercise of any right guaranteed in this Section. Retaliatory Personnel Action also includes interference with or punishment for in any manner participating in or assisting an investigation, proceeding, or hearing under this Policy.
- 50. Rights, Protections and Benefits provided to Employees** as used in C.R.S. § 8-13.3-521(1) includes any rights, protections, and Benefits conferred by rules promulgated under the Act.

- 51. Safe Leave** means any leave because the Covered Individual or the Covered Individual's Family Member is the victim of Domestic Violence, the victim of Stalking, or the victim of Sexual Assault or Abuse. Safe Leave under this part 5 applies if the Covered Individual is using the leave from work to protect the Covered Individual or the Covered Individual's Family Member by:
1. Seeking a civil protection order to prevent Domestic Violence pursuant to C.R.S. §§ 13-14-104.5, 13-14-106, or 13-14-108;
 2. Obtaining medical care or mental health counseling or both for himself or herself or for his or her children to address physical or psychological injuries resulting from the act of Domestic Violence, Stalking, or Sexual Assault or Abuse;
 3. Making his or her home secure from the perpetrator of the act of Domestic Violence, Stalking, or Sexual Assault or Abuse, or seeking new housing to escape said perpetrator; or
 4. Seeking legal assistance to address issues arising from the act of Domestic Violence, Stalking, or Sexual Assault or Abuse, or attending and preparing for court-related proceedings arising from said act or crime.
- 52. Serious Health Condition** is an illness, injury, impairment, pregnancy, recovery from childbirth, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a Health Care Provider.
- 53. Sexual Assault or Abuse** means any offense as described in C.R.S. § 16-11.7-102(3), or Sexual Assault, as described in C.R.S. § 18-3-402, committed by any person against another person regardless of the relationship between the actor and the victim.
- 54. Stalking** means any act as described in C.R.S. § 18-3-602.
- 55. State Average Weekly Wage** means the State Average Weekly Wage determined in accordance with C.R.S. § 8-47-106.
- 56. Wages subject to Premiums as used in C.R.S. § 8-13.3-503(3)(a)** include Wages paid to an Employee by an Employer with an approved Private Plan, Wages paid to an Employee by an employer under the state plan, and income earned from either self-employment or Local Government employment by individuals who have elected coverage pursuant to C.R.S. § 8-13.3-514.
- 57. Wage Replacement Benefit** means the monetary weekly Plan Benefit amount described in this plan under the Section entitled "AMOUNT OF BENEFITS AND PAYMENT" and at C.R.S. § 8-13.3-506. *7 CCR 1107-3.2.18.*
- 58. Weekly Benefit Amount** means the amount of Wage replacement that will be paid to a Covered Individual on a weekly basis while a Covered Individual is on Paid Family or Medical Leave under the terms of the Policy.
- The Weekly Benefit Amount will be based on the State Average Weekly Wage in effect at the time a Claim initiates. The Weekly Benefit Amount will change based on State Average Weekly Wage updates for a Claim in effect prior to the State Average Weekly Wage change. If some other circumstance triggers a recalculation of the Weekly Benefit amount, the recalculation will take into consideration the State Average Weekly Wage in effect at that time for the dates of the approved Leave. If the State Average Weekly Wage changes during the course of an Application Year, the Weekly Benefit Amount will be calculated using the updated State Average Weekly Wage for a Claim initiating on and after the effective date of the State Average Weekly Wage change.
- 59. Willful or Willfully** means the Company or Covered Individual knew or showed reckless disregard for whether its conduct was prohibited by the Act. *7 CCR 1107-3.2.19.*

1. The amount of Paid Family and Medical Leave insurance weekly Benefits shall be determined as follows:
 - a. The portion of the Covered Individual's Average Weekly Wage that is equal to or less than 50 percent of the State Average Weekly Wage shall be replaced at a rate of 90 percent; and
 - b. The portion of the Covered Individual's Average Weekly Wage that is more than 50 percent of the State Average Weekly Wage shall be replaced at a rate of 50 percent.
2. The maximum weekly benefit is 90 percent of the State Average Weekly Wage, except that for Paid Family and Medical Leave beginning before January 1, 2025, the maximum weekly benefit is \$1,100.00 (7 CCR 1107-3.5.1.B).]

UnitedHealthcare Paid Family and Medical Leave products are provided by UnitedHealthcare Insurance Company in limited states. The policies have exclusions, limitations, reductions of benefits and terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, call or write your insurance agent or the company. UnitedHealthcare Insurance Company is located in Hartford, CT.

Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by United HealthCare Services, Inc. or their affiliates.

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