



Welcome to the UnitedHealthcare family

Paid Family and Medical Leave private plan employer guide



Thank you for choosing UnitedHealthcare for your Paid Family and Medical Leave (PFML) plan. Use this end-to-end guide to help prepare you to apply for and onboard your plan.

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Complete this form to submit with your application



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Once approved, you must notify your employees by displaying the program notice in an accessible area or sending to remote workers via email or standard mail



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Include a sample of the UnitedHealthcare PFML policy with your application

Steps for completing the approval process

Follow the steps below to obtain approval from Paid Leave Oregon to offer a private equivalent plan to your employees.

- 1

Submit your application to Paid Leave Oregon through [Frances Online](#)
 - Register with [Frances Online](#)
 - Once registered, select the Paid Leave Oregon panel. Submit an Equivalent Plan Application by filling out the Equivalent Plan Application form and attaching the requested documents.
- 2

Use the information from the Private Plan Coverage Commitment form on page 4 to help complete the application

You will need to provide:

- Your federal employer identification number (FEIN) or employer identification number (EIN)
 - Your business identification number (BIN)
 - 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 (pages 5–6)
 - The policy number (an insurance carrier’s approved form number will be accepted in place of a policy number: UHI-PFML-POL-OR (01012024), already included on the Private Plan Coverage Commitment)
 - The effective date, private plan expiration and rate guarantee period
 - A copy of the policy (pages 9–42). Once the policy is issued, you will need to return to the [Frances Online](#) 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 \$250 nonrefundable fee (or \$150 for reapproval)
- 5

The Oregon Employment Department will review the application and issue a decision within about 30 days. Once you receive approval from Paid Leave Oregon, you must provide a copy of the approval to UnitedHealthcare.

Note: You must send annual renewal applications for an equivalent plan every year for the first 3 years, due 30 days before the anniversary date of the effective date of the original approved plan.

Paid Leave Oregon has up to 30 days to issue an approval decision on an employer’s application for an equivalent plan. Once approved, the equivalent plan becomes effective at the start of the next quarter. Keep in mind, UnitedHealthcare also requires lead time to successfully implement your plan and set up an electronic eligibility file feed from your benefit administration system. The following table shows recommended timeframes to avoid delays of your equivalent plan’s effective date:

1. Start the implementation process with UnitedHealthcare	2. Submit application via Frances Online	3. Once approved, the equivalent plan effective date
By October 1	Before November 30	January 1
By January 1	Before February 28	April 1
By April 1	Before May 31	July 1
By July 1	Before August 31	October 1

Oregon Paid Family and Medical Leave Private Plan Coverage Commitment

This notice is to provide verification that the aforementioned employer has committed to secure a fully insured, state-approved Oregon Paid Family and Medical Leave (PFML) policy through **UnitedHealthcare Insurance Company** to meet their obligations under Paid Leave Oregon.

Primary policyholder	
Employer legal name	
Federal employer identification number (FEIN)	
Business identification number (BIN)	
Policy effective date	
Policy rate guarantee/policy expiration date	
UnitedHealthcare policy form ID#	UHI-PFML-POL-OR (01012024)
Additional entities to be covered under primary policyholder's OR PFML policy	
Additional entity: Employer legal name	FEIN

The employer must submit a private plan application and administrative fee through **Frances Online** for each entity with a unique FEIN or BIN 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-OR (01012024)

Private plan program notice

Your employer has selected UnitedHealthcare to administer your Paid Family and Medical Leave (PFML) in lieu of your state-administered plan.

Who pays for Oregon PFML?

Employers contribute to Oregon PFML through payroll taxes. Contributions are calculated as a percentage of wages, and your employer will deduct your portion of the contribution rate from your paycheck. The employee share of PFML premium is set by Paid Leave Oregon at .60% of employee wages through 2024.

Qualifying conditions

PFML benefits are available to most Oregon employees who have a qualifying condition and who earned \$1,000 over the previous year for work performed in Oregon. 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
- Obtaining safe housing, care and/or legal assistance in response to domestic violence, stalking, sexual assault or bias crimes

Benefits overview

Covered employees are entitled to up to 12 weeks of PFML per year. If pregnant, in some situations, an employee may be able to take up to 2 more weeks for a total of 14 weeks:

- Leave may be taken continuously or intermittently in daily or weekly increments
- Leave will be paid at a rate of up to 100% of the employee's average weekly wage, based on a sliding scale
- Employees may estimate their benefits by using the benefits calculator available at paidleave.oregon.gov

Employees need to be employed in Oregon for at least 30 days to be eligible for PFML:

- If PFML leave is used for a reason that also qualified as leave under the federal Family and Medical Leave Act (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 employer may mutually agree to supplement PFML benefits with sick leave or other paid time off to provide full wage replacement

How employees file a claim

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

Applications may be submitted in advance of the leave from work and, in some circumstances, 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 Paid Leave Oregon.

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.

Employer responsibilities

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 90 days is entitled to return to the same position, or an equivalent position, upon their return from PFML.

Retaliation, discrimination and interference prohibited

Employers 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 Oregon Bureau of Labor and Industries.

Other important information

Your employer has selected a private plan that provides the same benefits as the Paid Leave Oregon plan and imposes no additional costs or restrictions. Private plans must be approved by the Oregon Employment Department. Employees and employers are encouraged to report violations to Paid Leave Oregon. To contact Paid Leave Oregon call 1-833-854-0166 Monday–Friday, 8 a.m.–5 p.m. PT.

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
myuhcfp.com or by emailing a completed
form to **fpcustomersupport@uhc.com**

**See your plan documents for benefit details or contact your
Human Resources representative**



Aviso del programa para planes privados

Su empleador ha elegido a UnitedHealthcare para administrar su Licencia Familiar y Médica Remunerada (Paid Family and Medical Leave, PFML) en lugar de su plan administrado por el estado.

¿Quién paga la Licencia Familiar y Médica Remunerada de Oregon?

Los empleadores contribuyen a la Licencia Familiar y Médica Remunerada de Oregon a través de los impuestos laborales. Las contribuciones se calculan como un porcentaje del salario, y su empleador deducirá de su salario la parte de la cuota de contribución que le corresponde a usted. La participación de los empleados en las primas de la Licencia Familiar y Médica Remunerada está fijada por el Permiso Pagado de Oregon en el 0.60% de los salarios de los empleados hasta 2024.

Condiciones que califican

Los beneficios de la Licencia Familiar y Médica Remunerada estarán disponibles para la mayoría de los empleados de Oregon que tengan una condición que califique y hayan ganado \$1,000 durante el año anterior por trabajo realizado en Oregon. Las condiciones que califican son:

- Cuidar de un nuevo hijo durante el primer año posterior a su nacimiento, adopción o su colocación en cuidado tutelar
- Cuidar de un familiar con un problema de salud grave
- Cuidar del propio problema de salud grave
- Obtener alojamiento seguro, cuidado o asistencia jurídica en respuesta a violencia intrafamiliar, acecho, agresión sexual o delitos por prejuicios

Descripción general de los beneficios

Los empleados cubiertos tienen derecho a un máximo de 12 semanas de Licencia Familiar y Médica Remunerada por cada año. Si está embarazada, en algunas situaciones, una empleada puede tomar hasta 2 semanas más para un total de 14 semanas:

- La licencia puede tomarse de forma continua o intermitente en incrementos diarios o semanales
- La licencia se pagará a razón de hasta el 100% del salario semanal promedio del empleado, sobre la base de una escala móvil
- Los empleados pueden calcular sus beneficios con la calculadora de beneficios disponible en paidleave.oregon.gov

Los empleados deben haber trabajado en Oregon durante al menos 30 días para cumplir los requisitos de la Licencia Familiar y Médica Remunerada:

- Si la Licencia Familiar y Médica Remunerada se utiliza por una razón que también califica como licencia conforme a la Ley de Licencia Familiar y Médica (Family Medical Leave Act, FMLA), entonces la licencia también contará como licencia conforme a la Ley de Licencia Familiar y Médica utilizada
- Los empleados pueden elegir utilizar la licencia por enfermedad u otra licencia remunerada antes de utilizar los beneficios de la Licencia Familiar y Médica Remunerada, pero no están obligados a hacerlo
- Usted y su empleador pueden acordar mutuamente complementar los beneficios de la Licencia Familiar y Médica Remunerada con licencias por enfermedad u otras licencias remuneradas para lograr un reemplazo del salario completo

Cómo presentan los empleados un reclamo

Los empleados o sus representantes designados pueden solicitar los beneficios de la Licencia Familiar y Médica Remunerada presentando una solicitud, junto con la documentación requerida, directamente a UnitedHealthcare. Los empleadores no pueden obligar a los empleados a solicitar los beneficios de la Licencia Familiar y Médica Remunerada.

Las solicitudes pueden presentarse con antelación a la licencia laboral y, en algunas circunstancias, pueden presentarse una vez iniciada la licencia. Las solicitudes de licencia aprobadas se pagarán en un plazo no mayor de 2 semanas después de la presentación de la solicitud llenada y precisa, y semanalmente a partir de entonces mientras dure la licencia aprobada. Los empleados pueden apelar las determinaciones de los reclamos ante UnitedHealthcare o el Permiso Pagado de Oregon.

UnitedHealthcare Specialty Benefits

Appeals Department

PO Box 31328

Salt Lake City, UT 84131-0321

Las personas que intenten estafar al Programa de Licencia Familiar y Médica Remunerada pueden ser descalificadas para recibir beneficios.

Responsabilidades del empleador

Usted debe mantener los beneficios de cuidado de la salud de sus empleados mientras estos se encuentren en Licencia Familiar y Médica Remunerada, y tanto usted como sus empleados siguen siendo responsables del pago de dichos beneficios en las mismas cantidades que antes del inicio de la licencia.

Un empleado que haya trabajado para usted durante al menos 90 días tiene derecho a volver al mismo puesto, o a un puesto equivalente, a su regreso de la Licencia Familiar y Médica Remunerada.

Prohibición de represalias, discriminación e interferencia

Los empleadores no pueden interferir en los derechos de los empleados con Licencia Familiar y Médica Remunerada y no pueden discriminarlos ni tomar represalias contra ellos por ejercer tales derechos. Los empleados que sufran represalias, discriminación o interferencia pueden presentar una demanda ante los tribunales o pueden presentar una queja ante la Oficina de Trabajo e Industrias de Oregon.

Otra información importante

Su empleador ha elegido un plan privado que proporciona los mismos beneficios que el Permiso Pagado de Oregon y que no impone costos ni restricciones adicionales. Los planes privados deben ser aprobados por el Departamento de Empleo de Oregon. Se alienta a los empleados y empleadores a que denuncien las infracciones al Permiso Pagado de Oregon. Para comunicarse con el Permiso Pagado de Oregon, llame al 1-833-854-0166, de lunes a viernes de 8 a.m. a 5 p.m., hora del Pacífico.

Para presentar un reclamo se puede hacer lo siguiente:



Llamar al **1-866-556-8298**
de lunes a viernes, de 8 a.m. a 8 p.m.,
hora del Este



Presentar una solicitud de reclamo
en Internet en **myuhcfc.com** o enviar el
formulario llenado por correo electrónico
a **fpcustomersupport@uhc.com**

Consulte los documentos de su plan para conocer los detalles del beneficio o comuníquese con su representante de Recursos Humanos



UnitedHealthcare Insurance Company

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

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

www.uhc.com

OREGON PAID FAMILY AND MEDICAL LEAVE INSURANCE POLICY (herein referred to as the Group Policy)

Employer: ABC Company

Policy Type: OREGON PAID FAMILY AND MEDICAL LEAVE INSURANCE POLICY

Policy Number: 000000

Policy Effective Date: 00/00/0000

Policy Coverage Period: 00/00/0000 – 00/00/0000

Rate Guarantee Period: 00/00/0000 to 00/00/0000

Section 1: Face Page

UnitedHealthcare Insurance Company agrees to provide Oregon Paid Family and Medical Leave insurance (in conformance with ORS 657B and OAR Chapter 471, hereinafter respectively referred to as “the Oregon Paid Family and Medical Leave statute and regulations”). If any Group Policy provisions do not conform to the requirements of the Oregon Paid Family and Medical Leave statute and regulations, then UnitedHealthcare Insurance Company is required to administer paid benefits consistent with the Oregon Paid Family and Medical Leave statute and regulations. All presumptions will be made in favor of the availability of leave and the payment of leave benefits. If there are any conflicts between the Group Policy and the Oregon Paid Family and Medical Leave statute and regulations, the Oregon Paid Family and Medical Leave statute and regulations will be the controlling requirements, unless the Group Policy provisions are more advantageous to the Eligible Employee in which case the Group Policy terms will prevail. If there are any changes, amendments, or regulatory clarifications to the provisions of the Oregon Paid Family and Medical Leave statute and regulations then the Group Policy and all applicable claims practices will be promptly updated. The Group Policy should be reviewed and updated at least annually to comply with any changes, amendments or regulatory clarifications.

The consideration for the Group Policy is the group Application of the Employer and the payment by the Employer of premiums as provided herein. Issuance of the Group Policy is subject to Paid Leave Oregon’s approval of the Employer’s Equivalent plan, and no coverage under the Group Policy is in effect until approved by Us.

This Group Policy is issued for a 12 month period beginning on the Group Policy Effective Date by the payment of the premium set by Us in accordance with the Oregon Paid Family and Medical Leave insurance requirements on each renewal date. We may terminate the Group Policy at any time by furnishing written notice to the Employer and the Paid Leave Oregon Program within the Department at least 30 days prior to the effective date of such termination.

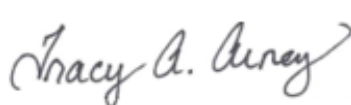
All provisions on this and the following pages are part of the Group Policy. “Company,” “We,” “Us” and “Our” mean UnitedHealthcare Insurance Company. Other defined terms appear with their initial letters capitalized.

Read Your Policy Carefully: If You have any questions or need information about Your insurance, please call Us at 1-866-615-8727.

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

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

Signed for the Company by:



Tracy A. Arney, Secretary



Jessica Paik, President

NOTICES

Section 2: Notices

2.1 Penalty Should Employer Fail to File Contribution Reports or Pay Contributions When Due

If the Employer fails to file or complete all required reports or pay all required contributions for the calendar year as described in OAR 471-070-3030 (quarterly/annual tax reports), the Department shall assess the penalty authorized by ORS 657B.910 (one percent of the Wages of the Employer's Employees in the preceding calendar year) on the Subject Wages. The Department shall send notice to the Employer on or before October 20 of the year. The penalty shall become final on November 10, immediately following the assessment, unless within 20 days from the date on which the notification of the decision is sent to the Employer, the employer files a written request for a hearing that states the reasons for the request.

On or after the date of the assessment, but prior to November 10 immediately following the assessment, the Employer may request waiver of the penalty based on Good Cause as defined in OAR 471-070-8530.

2.2 Combined Payroll Reporting

The Employer will provide an annual aggregate benefit usage report to the Department. The report will include, but is not limited to, the following information:

1. The number of claims received during the reporting year and the Qualifying Reason;
2. The number of claims approved during the reporting year, the Qualifying Reason, and the total amount of leave; and
3. The number of claims denied during the reporting year, the Qualifying Reason, the number of appeals made on denials, and the outcome of the appeals.

We will provide all necessary benefit information to the Employer for them to meet this reporting requirement.

2.3 Employers Duty to Report Annual Aggregate Financial and Benefit Usage

Employers must submit an annual report on benefits usage, and Employers who withhold employee contributions must additionally report financial information. The report is due on or before January 31 or along with the Application for re-approval. Employers must submit an additional report at the time a plan is terminated or withdrawn. The Equivalent Plan report collects the following information:

1. Number of the Oregon Paid Family and Medical Leave benefit Applications received during each quarter and the Qualifying Purposes;
2. Number of the Oregon Paid Family and Medical Leave benefit Applications approved during each quarter, the Qualifying Purposes, and total amount of leave; and
3. Number of the Oregon Paid Family and Medical Leave benefit Applications denied during each quarter, the Qualifying Reason, the number of appeals made on denials, and the outcome of the appeals.

Upon request by the Employer or the Department, We will report the above information on behalf of the Employer to the Department.

2.4 If the Employer withholds Employee contributions, they must also report the aggregate financial information:

1. Total amount of employee contributions withheld during the year;
2. Total plan expenses paid during the year, including the total benefit amount paid, and total Administrative Costs, if applicable; and
3. Balance of employee contributions held in trust at year end.

2.5 Employer Requirement to Post Written Notice to Employees of Rights and Duties

The Employer must provide notice at time of hire and must display notice of the Oregon Paid Family and Medical Leave Employees Rights and Duties in accordance with ORS 657B.210(11)(c) and OAR 471-070-2330.

The notice must be displayed in each of the Employer's buildings or worksites in areas that are accessible to and regularly frequented by Employees.

Electronic posting of the notice is not sufficient to satisfy posting requirements under this rule but may supplement worksite posting requirements.

Notice must be redistributed with each the Oregon Paid Family and Medical Leave insurance or procedure change.

NOTICES (continued)

The notice must be displayed in the language the Employer typically uses to communicate with the Employee. If the Employer uses more than one language to communicate with the Employees assigned to a worksite, then the Employer must display copies of the notice in each of the languages that the Employer would typically use to communicate with the Employees assigned to that worksite.

An Employer's failure to display or provide notice as required under this rule is an unlawful employment practice as provided in ORS 657B.070.

2.6 Employee Coverage Reporting

Employers must respond to any request from the Department for information about current and prior employees employed in the Base Year within 10 calendar days from the date of the notice. This includes reporting changes to coverage when a plan becomes effective, is terminated, or withdrawn. The information requested can include:

1. If a Benefit Year was established;
2. The start and end date of the established Benefit Year;
3. Total amount of benefits paid in the Benefit Year; and
4. The amount of qualifying leave taken in the Benefit Year.

2.7 Job Protection and Health Insurance Continuation

The Employer has the obligation to ensure that Employees are afforded job protection if they are employed with the Employer at least 90 consecutive calendar days prior to approved Paid Family Medical Leave (PFML).

Anytime an Employee requests PFML, the Employer should address with the Employee whether the Employee is entitled to job protection under the Oregon Paid Family and Medical Leave statute and regulations, federal or Oregon Family Medical Leave Act (FMLA), other statutes (such as the Americans with Disabilities Act, the Pregnancy Discrimination Act, the Oregon Fair Employment Practice Act) or other company policies. The Employer is responsible for determining and communicating job protection eligibility.

During any PFML, an 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 Employer continuing health care insurance coverage for an employee on PFML may require that the Employee pay only the same share of premium costs during the leave that the Employee paid prior to the leave.

It is an unlawful employment practice to discriminate against an Eligible Employee who has invoked any provision of ORS 657B.060 or this rule. An Employee who alleges a violation of any provision of ORS 657B.060 or this rule may bring a civil action under ORS 659A.885 or may file a complaint with the Commissioner of the Bureau of Labor and Industries in the manner provided by ORS 659A.820.

See ORS 657B.060 and OAR 471-070-1330 for further description.

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INCORPORATION TABLE

Section 4: Incorporation Table

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 Group Policy.

Incorporation Table

DOCUMENT	DESCRIPTION	EFFECTIVE DATE
Oregon Paid Family and Medical Leave Insurance Policy	This Equivalent Plan covers all covered Employees as defined by the Oregon Paid Family and Medical Leave statute and regulations.	January 1, 2024

AFFILIATED COMPANIES TABLE

Section 5: Schedule of Affiliated Companies

EMPLOYER NAME	FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)	EFFECTIVE DATE

SCHEDULE

Section 6: Schedule

6.1 Schedule

This section contains many of the features of the Oregon Paid Family and Medical Leave insurance under the Group Policy. Other provisions appear in other sections. Please refer to the text of each section for full details. The Table of Contents can help locate sections in the Group Policy.

6.2 Waiting Period: There is no waiting period.

6.3 Cost of Coverage: This coverage is provided to Eligible Employees on a Contributory basis.

6.4 Class Description: To be eligible for PFML Benefits, a person must be an Eligible Employee consistent with the Law.

6.5 Calculation of Weekly Benefit Amount and Use of Subject Wages

The Weekly Benefit Amount, subject to the Maximum Weekly Benefit Amount, for Eligible Employees who meet the Financial Eligibility Test, with a Qualifying Purpose, is calculated based on the Eligible Employees Average Weekly Wage.

The Weekly Benefit Amount for Eligible Employees who earn equal to or less than 65% of the State Average Weekly Wage (SAWW) is 100% of the Eligible Employees Average Weekly Wage.

The Weekly Benefit Amount for Eligible Employees whose Average Weekly Wage is more than 65% of the SAWW is the sum of 65% of the SAWW and 50% of the Eligible Employees Average Weekly Wage that is greater than 65% of the SAWW.

The SAWW used in calculating the Weekly Benefit Amount applies for the entire Benefit Year, even if the SAWW changes during the Benefit Year. The Eligible Employees Average Weekly Wage applies for the entire Benefit Year.

6.6 Maximum Weekly Benefit Amount: The Weekly Benefit Amount will not exceed 120% of the SAWW.

6.7 Minimum Weekly Benefit Amount: The Minimum Weekly Benefit under the Group Policy is 5% of the SAWW.

6.8 Maximum PFML Payment Period

Per ORS 657B.340, an Eligible Employee may qualify for up to 12 weeks of PFML Benefits per Benefit Year for any of the following purposes, in any combination:

1. Family Leave;
2. Medical Leave; or
3. Safe Leave.

Eligible Employees are eligible for no more than 12 total weeks, in the aggregate, of benefits under the Group Policy in a single Benefit Year. However, an Eligible Employee may qualify for up to two additional weeks of Medical Leave Benefits for limitations related to pregnancy, childbirth or a related medical condition, including but not limited to lactation, for a total amount of leave not to exceed 14 weeks per Benefit Year.

An Eligible Employee who has taken any amount of leave that is payable under the Law may take a total of 16 weeks of leave in the Benefit Year in any combination of:

1. the Leave that is payable under the Law not to exceed 12 weeks, and
2. unpaid leave under ORS 659A.159 for which the Eligible Employee is eligible under ORS 659A.156. The leave may be taken for any purpose for which leave is allowable under the respective leave programs.

The total combined leave duration is not to exceed 18 weeks per Benefit Year, as prescribed by Law.

An Eligible Employee may not exceed 12 weeks of paid Leave for the purpose of caring for and bonding during the first year after birth or initial placement, regardless if a new Benefit Year starts during the first year following birth or initial placement.

6.9 Minimum Benefit Duration

The minimum benefit duration is one Work Day.

WHEN COVERAGE STARTS/WHEN COVERAGE ENDS

Section 7: When Coverage Starts and Ends

7.1 When Coverage Starts

An Eligible Employees coverage under the Policy will become effective on the later to occur of the following:

1. the Policy effective date; or
2. the Eligible Employees date of hire.

7.2 When Coverage Ends

The Eligible Employees coverage will end on the earliest of the following:

1. the date this Policy terminates; or
2. the date the Eligible Employee ceases to be an Eligible Employee under the Policy, consistent with the Law.

FAMILY AND MEDICAL LEAVE BENEFITS

Section 8: Family and Medical Leave Benefits

8.1 Eligibility to File a Claim for Benefits

An Eligible Employee who experiences a Qualifying Purpose.

8.2 Proration of Benefits

An Eligible Employee who takes Leave in Work Day increments shall be paid a prorated Weekly Benefit Amount based on the number of Work Days of Leave taken in a Work Week.

8.3 When Benefits Start

An Eligible Employee will begin to receive their Weekly Benefit Amount within 7 calendar days after the Company approves the Complete Claim, unless the Leave is scheduled to begin after the Complete Claim is approved, in which case, the Company shall commence paying Benefits 7 calendar days from the first date the Leave begins.

8.4 Simultaneous Coverage

When the Eligible Employee has Simultaneous Coverage, each respective plan benefit amount shall be prorated by the average number of work days worked per work week by the claimant for each respective plan rounded to the nearest whole cent.

1. The state plan shall pay Benefits based on a prorated Weekly Benefit Amount and shall further prorate the Weekly Benefit Amount as described in the Law for Leave taken in Work Day increments.
2. An Equivalent Plan shall pay Benefits equal to or greater than the prorated Weekly Benefit Amount and may further prorate the Weekly Benefit Amount when leave is taken in Work Day increments based on the number of Work Days of Leave taken in the Work Week.

8.5 When Benefits End

Paid Family and Medical Leave Benefits for a Leave under the Policy will end on the earliest to occur of:

1. the date that the Eligible Employee is no longer an Eligible Employee;
2. the date that the Eligible Employee is no longer eligible for Leave;
3. the date that the Eligible Employee no longer has a Qualifying Purpose for Leave;
4. the date the Eligible Employee has exhausted the approved Leave duration;
5. the date the Eligible Employee has exhausted the Maximum Benefit Duration;
6. the date the Eligible Employee has exhausted the approved Leave for the purpose of caring for and bonding during the first year after birth or initial placement;
7. the date that the Eligible Employee ceases to be subject to the Law; or
8. as otherwise provided by Law.

8.6 Sick Leave

Benefits under the Policy are in addition to the sick leave an Eligible Employee may acquire under ORS 653.606. The Benefits payable under the Policy cannot be reduced by leave an Eligible Employee acquires under ORS 653.606.

8.7 Coordination of Leave

Any Leave taken under the Policy must be taken at the same time as any leave taken by an Eligible Employee under ORS §§ 659A.150 to 659A.186 or under the federal Family and Medical Leave Act of 1993 for the same purposes.

EXCLUSIONS

Section 9: Exclusions

No Benefits are payable under the Policy for any Work Day:

1. for which the Eligible Employee is eligible to receive Oregon unemployment insurance benefits;
2. for which the Eligible Employee is eligible for benefits under Oregon workers' compensation laws; or
3. if there is a determination under ORS 657B.120 by the OED that the Eligible Employee previously willfully made a false statement or willfully failed to report a material fact in order to obtain Benefits.

CLAIM PROVISIONS

Section 10: Claim Provisions

10.1 Claim Content

When submitting an Application for Benefits, an Eligible Employee may need to submit some or all of the following, as applicable, to file a Complete Claim:

1. Eligible Employee information, including:
 - a. first and last name;
 - b. date of birth;
 - c. Social Security Number or Individual Taxpayer Identification Number; and
 - d. contact information, including mailing address and telephone number;
2. documentation verifying the Eligible Employee's identity;
3. information about the Eligible Employee's current employment from which they are requesting Leave:
 - a. business name(s) and dates of employment;
 - b. business address and contact information for all employers;
 - c. average number of Work Days worked per Work Week; and
 - d. any current breaks from work or anticipated future breaks from work that are unrelated to Leave under the Policy;
4. information about the notice given to Employer and date any notice was given;
5. information about the Eligible Employee's Leave schedule, including:
 - a. Employer(s) from which Leave is being taken;
 - b. anticipated Leave dates; and
 - c. whether the Leave is to be taken in consecutive, or nonconsecutive, periods.
6. the type of Leave taken by the Eligible Employee, which must be one of the following:
 - a. Family Leave;
 - b. Medical Leave; or
 - c. Safe Leave;
7. verification of the reason for Leave, as described in the Certifications and Documentation Requests provision of the Policy;
8. if the Eligible Employee is requesting up to 2 additional weeks of Leave for limitations related to pregnancy, childbirth, or a related medical condition, documentation that the Eligible Employee is currently pregnant or was pregnant within the year prior to the start of Leave;
9. information about the Eligible Employee's eligibility to receive Oregon workers' compensation benefits and/or Oregon unemployment insurance benefits; and
10. a written or electronically signed statement declaring under oath that the information provided in support of the application for Benefits is true and correct to the best of the Eligible Employee's knowledge.

In addition to the information above, the Company may request that an Eligible Employee provide additional information necessary to establish facts relating to eligibility or qualification for Benefits. Unless a time frame is otherwise defined by Law or specified by the Oregon Employment Department, the Eligible Employee must respond to all requests for information within the following time frames:

1. 14 calendar days from the date of request for information, if the request was sent by mail to the Eligible Employee's last known address as shown in the Company's records;
2. 10 calendar days from the date of the request for information, if the request was sent by telephone message, fax, email, or other electronic means;
3. when the response to the request for information is sent to the Company by mail, the date of the response shall be the date of the postmark affixed by the United States Postal Service. In the absence of a postmarked date, the date of the response shall be the most probable date of mailing as determined by the Company.

CLAIM PROVISIONS (continued)

The time frames in 1. and 2. directly above may be extended at the Company's discretion when an Eligible Employee shows that they failed to provide a timely response for Good Cause. Good Cause exists when the Eligible Employee responds to the Company as soon as practicable and establishes by satisfactory evidence that circumstances beyond the Eligible Employee's control prevented the Eligible Employee from providing a timely response, including, but not limited to:

1. an incapacitating Serious Health Condition; or
2. a situation related to Safe Leave.

An Eligible Employee must notify the Company within 10 calendar days of any changes in their Claim Content and provide additional information, if applicable. Failure to notify the Company of any changes to an Eligible Employee's Claim Content may result in a delay, denial, overpayment, or disqualification for Benefits.

The Company may request that the Eligible Employee provide written consent to us to request or provide information to the Oregon Employment Department, the Employer, and/or a Health Care Provider in order to review the Application, render a decision, and/or for reporting.

10.2 Notice of Claim and Application

Applications must be submitted to us verbally, electronically or in writing in a form approved by us within 30 calendar days of the date leave is requested and not later than 30 calendar days after the date leave commenced.

Applications submitted to us outside of this timeframe, either early or late, will be denied, except in cases where a claimant can demonstrate an Application was submitted late for reasons that constitute Good Cause. Applications may be submitted up to one year following the date leave commenced for demonstrated Good Cause.

After submitting an Application to us, a Claimant must notify us within 10 calendar days of any changes to the information provided on their Application and provide additional information, if applicable, including, but not limited to, changes to the Claimant's:

1. first and last name;
2. mailing address;
3. telephone number;
4. current employment;
5. average number of Work Days worked per Work Week;
6. PFML schedule;
7. type of PFML taken; or
8. eligibility to receive Workers' Compensation under ORS chapter 656 or Unemployment Insurance benefits under ORS chapter 657.

Failure to notify Us of any changes to the information provided on an Application as specified in this section may result in a delay, denial, overpayment, or disqualification of PFML Benefits.

We may request that the Claimant provide written consent to Us to request or provide information to the Department, the Employer and/or the Health Care Provider in order to review the PFML claim, render a decision, and/or reporting.

10.3 Employee Notice to Employer Prior to Commencing PFML Leave

The Claimant must provide written notice to the Employer at least 30 calendar days in advance of foreseeable PFML. Verbal notice must be provided to the Employer within 24 hours of unforeseeable leave related to an unexpected health condition, a premature birth or unexpected adoption or foster placement, or Safe Leave, followed by written notice within three days after commencement of the unforeseeable leave.

If a Claimant fails to give the requisite notice, the first weekly PFML Benefit may be reduced 25 percent, except when it would reduce the Weekly Benefit Amount below the Minimum Weekly Benefit Amount. For PFML taken in increments of less than a full Work Week, the total penalty amount shall be divided by the number of Work Day increments contained in a Work Week and deducted from benefits paid for that number of Work Days. The Claimant may request a waiver of the reduction for Good Cause. Good Cause will be found when the Eligible Employee establishes, by satisfactory evidence, that factors or circumstances beyond the Eligible Employee's reasonable control prevented the Eligible Employee from providing the required notice to the Employer. Good Cause includes, but is not limited to, an incapacitating Serious Health Condition or a situation related to Safe Leave, for which the Eligible Employee provided notice to the Employer as soon as was practicable.

If the Eligible Employee receives their first weekly Benefit payment and the Company subsequently determines that the proper notice to the Employer was not made by the Eligible Employee, an amount equal to the 25 percent Benefit reduction penalty will be considered an erroneous overpayment, and that penalty amount may be collected from the Employee in accordance with the Overpayment Provisions under this Policy and the Law.

CLAIM PROVISIONS (continued)

10.4 Claim Decisions and Payments

We will comply with claim decision and payment timeframes set forth in the Oregon Paid Family and Medical Leave statute and regulations. Claim decisions will be made within 14 calendar days of Our receipt of Complete Application. Receipt of the Complete Application means the necessary information is sent to us by certified mail or submitted to us electronically or by any medium we authorize. Claim payments will be made to a Claimant within 7 calendar days of approving a Complete Application, however, if a Complete Application is approved more than 7 calendar days before the onset of PFML, We will commence payment of PFML Benefits as soon as PFML begins. Payment of PFML Benefits following initial approval will occur on a weekly basis, or according to the Employers usual pay schedule. We may verify the leave taken prior to issuing a payment. We will provide claim decisions that at minimum include:

1. identification of the Claimant;
2. the date of Our decision; and
3. a statement either:
 - a. approving the Application, including the frequency, duration and amount of PFML Benefits, and a statement indicating how the Claimant may contact the Department to request the Average Weekly Wage that should be used in PFML Benefit calculation; or
 - b. denying the Application along with the reason(s) for the denial and an explanation of the Claimant's right to appeal the decision and instructions on how to submit an appeal.

We will provide claim decisions in writing, either in hard copy or electronically if the Claimant has opted for electronic notification.

10.5 Certifications and Documentation Requests

We require that Applications be supported by certifications specified below. Certifications and documentation requested by Us will not exceed those permitted under the Oregon Paid Family and Medical Leave statute and regulations.

10.6 For Medical Leave due to a Serious Health Condition

We require a certification from the Claimant's Health Care Provider that includes:

1. the Health Care Provider's first and last name, type of medical practice/specialization, and their contact information, including mailing address and telephone number;
2. the Claimant's first and last name;
3. a statement that the Claimant has a Serious Health Condition;
4. the approximate date on which the Serious Health Condition commenced, or when the Serious Health Condition created the need for Medical Leave;
5. a reasonable estimate of the duration of the Claimant's Serious Health Condition or recovery period;
6. a reasonable estimate of the frequency and duration of Intermittent Leave and estimated treatment schedule, if applicable; and
7. other information as requested by us to determine eligibility for the PFML Benefits; including information sufficient to establish that the Claimant has a Serious Health Condition; or other such information that is permitted to be obtained under the Oregon Paid Family and Medical Leave statute and regulations.

10.7 For Family Leave to Care for Family Member with a Serious Health Condition We require a certification from the Family Member's Health Care Provider that may include:

1. the Health Care Provider's first and last name, type of medical practice/specialization, and their contact information, including mailing address and telephone number;
2. the Family Member's (patient's) first and last name;
3. the Claimant's first and last name;
4. the approximate date on which the Family Member's Serious Health Condition commenced, or when the Serious Health Condition created the need for Family Leave;
5. the reasonable estimate of the duration of the Family Member's Serious Health Condition or recovery period;
6. a reasonable estimate of the frequency and duration of Intermittent Leave and estimated treatment schedule, if applicable; and
7. other information as requested by us to determine eligibility for the PFML Benefits; including information sufficient to establish that the Family Member (patient) has a Serious Health Condition; or other such information that is permitted to be obtained under the Oregon Paid Family and Medical Leave statute and regulations.

CLAIM PROVISIONS (continued)

10.8 For Family Leave to Bond with a New Child a Claimant applying for PFML Benefits to care for and bond with a Child during the first year after the Child's birth must provide one of the following forms of verification:

1. the Child's birth certificate;
2. a Consular Report of Birth Abroad;
3. a document issued by a Health Care Provider of the Child or pregnant parent;
4. a hospital admission form associated with delivery; or
5. another document approved by the Department for this purpose.

10.9 A Claimant applying for PFML Benefits to care for and bond with a Child during the first year after the placement of the Child through Foster Care or adoption must provide one of the following forms of verification:

1. a copy of a court order verifying placement;
2. a letter signed by the attorney representing the Claimant that confirms the placement of the Child;
3. a document from the Foster Care, adoption agency or social worker involved in the placement that confirms the placement of the Child;
4. a document for the Child issued by the United States Citizenship and Immigration Services; or
5. another document approved by us for this purpose.

The verification required in sections (1) and (2) of this section must show the following:

1. Claimant's first and last name as parent or guardian of the child after birth or placement of the child through Foster Care or adoption;
2. Child's first and last name; and
3. date of the Child's birth or placement.

10.10 For a Claimant's Safe Leave A Claimant applying for PFML Benefits for Safe Leave must provide verification of the basis for the Safe Leave, including any of the following forms of documentation:

1. a copy of a federal agency or state, local, or tribal police report, or a formal complaint to a school's Title IX Coordinator indicating that the Claimant or the Claimant's Child was a victim of Domestic Violence, Harassment, Sexual Assault, or Stalking;
2. a copy of a protective order or other evidence from a federal, state, local, or tribal court, administrative agency, school's Title IX Coordinator, or attorney that the claimant or the Claimant's Child appeared in or was preparing for a civil, criminal, or administrative proceeding related to Domestic Violence, Harassment, Sexual Assault, or Stalking; or
3. 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 claimant or the Claimant's Child was undergoing treatment or counseling, obtaining services, or relocating as a result of Domestic Violence, Harassment, Sexual Assault, or Stalking.

In cases where a Claimant can demonstrate Good Cause for not providing one of the forms of documentation in section (i), the claimant may instead provide a written statement attesting that they are taking eligible Safe Leave. Good Cause for not providing the documentation is determined at Our discretion and includes, but is not limited to, the following:

1. difficulty obtaining verification due to a lack of access to services; or
2. concerns for the safety of the Claimant or the Claimant's Child.

In addition to the information required from a Claimant as outlined above, We may request that a Claimant provide additional information necessary to establish facts relating to eligibility or qualification for PFML Benefits. Unless a time frame is otherwise defined under statute or rule or is specified by us, the Claimant must respond to all requests for information within the following time frames:

1. 14 calendar days from the date of the request for information, if the request was sent by mail to the Claimant's last known address as shown in Our records.
2. 10 calendar days from the date of the request for information, if the request was sent by telephone message, fax, email, or other electronic means.

When the response to the request for information is sent to us by mail, the date of the response shall be the date of the postmark affixed by the United States Postal Service. In the absence of a postmarked date, the date of the response shall be the most probable date of mailing as determined by Us.

CLAIM PROVISIONS (continued)

The time frames specified in sections (1) and (2) of this section may be extended at Our discretion when a Claimant can demonstrate they failed to provide a timely response for Good Cause. Good Cause exists when the Claimant responds to us as soon as practicable and establishes by satisfactory evidence that circumstances beyond the Claimant's control prevented the Claimant from providing a timely response, including, but not limited to, an incapacitating Serious Health Condition or a situation related to Safe Leave.

10.11 Claim Cancellation

A claim for PFML Benefits may be cancelled at any time provided:

1. a request to cancel has been submitted to us in a method approved by us;
2. no leave under the Group Policy was taken under the claim;
3. PFML Benefits have not been paid for the claim; and
4. no disqualification has been issued by us and no appeal of a disqualification or denial has been requested.

10.12 Claim Decisions and Payments

We shall notify Eligible Employees who have filed an Application for Benefits under the Policy, of its approval or denial of the Application within 2 weeks of receipt of the Complete Claim. Claim decisions shall identify the Covered

Individual, be dated, and will be in writing, either in hard copy or electronically if the Eligible Employee has opted for electronic notification.

An Eligible Employee will begin to receive their Weekly Benefit Amount within 7 calendar days after We approve the Complete Claim, unless the Leave is scheduled to begin after the Complete Claim is approved, in which case, We shall commence paying Benefits 7 calendar days from the first date the Leave begins.

Payment of Benefits following the initial approval of the Complete Claim will occur on a weekly basis. The Company may verify the Leave has been taken prior to issuing a payment.

10.13 Approval of Claim

If a Claim is approved, We shall provide the Eligible Employee:

1. the duration of Leave approved;
2. the Eligible Employee's Weekly Benefit Amount;
3. information for the Eligible Employee to contact Us; and
4. information for the Eligible Employee to contact the Oregon Employment Department (OED) for any questions about the Eligible Employee's Weekly Benefit Amount.

10.14 Denial of Claim

If a Claim is denied in whole or in part, We shall provide the Eligible Employee:

1. a statement of the reason for the denial;
2. the specific law or section of the Policy that is the basis of the denial; and
3. the Eligible Employee's right to appeal the decision with Us and how to submit an Appeal to Us.

INFORMATION THAT MAY BE REQUESTED

Section 11: Information That May Be Requested

11.1 Information that We may request from the Employer

Certification and documentation that may be requested from the Employer in order to accurately administer Applications.

We may request all relevant information or records requested within ten calendar days from the date a Claimant provides a notice of intent to file an Application.

This information or records may include the following:

1. whether the Claimant will receive any Accrued Paid Leave or Wages during the period of leave requested in the Application;
2. whether the Employer has approved or intends to approve the leave requested in the Application under the state or federal Family and Medical Leave Act or any other policy allowing for paid or unpaid leave; and
3. any other relevant information or records related to the Application, including but not limited to, wage or payment history required to determine the Weekly Benefit Amount.

11.2 Information that the Employer may request from Us

To the extent permitted under state and federal law, We will provide to the Employer requested claims experience information related to the Group Policy. Employers are further entitled to any information from us which is necessary in order for the Employer to comply with the Oregon Paid Family and Medical Leave statute and regulations.

APPEAL INFORMATION

Section 12: Appeal Information

12.1 Appeal to the Company

If the Eligible Employee does not agree with Our claim decision, the Eligible Employee may request a review of the claim decision with Us (Appeal to the Company). The Eligible Employee must submit an Appeal to Us within 60 calendar days from the date of the claim decision or as soon as practicable if there is a Good Cause delay.

We will respond to the Eligible Employee within 20 calendar days, or as soon as practicable if there is good cause for the delay, in writing, with Our appeal determination. The appeal determination will include an explanation of the Eligible Employee's right to appeal Our appeal determination to the Oregon Employment Department within 60 calendar days of receipt of notice of Our appeal determination; and will identify how to contact the Oregon Employment Department.

Claimants will be advised in writing by Us that they have the right to request an appeal to us of an adverse PFML claim determination, including approval of a PFML duration that is less than the requested duration or a PFML Weekly Benefit Amount that is disputed within 60 calendar days of receipt of notice of the adverse determination.

If circumstances beyond the Claimant's control prevent filing an appeal within the 60-day period, the appeal must be filed as soon as is reasonably possible.

If following the review of the appeal We uphold the adverse determination decision or if We fail to render an appeal decision within 20 calendar days of Our receipt of an appeal, including all necessary information needed to complete the review, the Claimant has the right to pursue dispute resolution with the Department no later than:

1. 60 calendar days from the Claimant's receipt of notice of Our appeal decision;
2. 60 calendar days after the expiration of the 20 calendar day appeals timeframe if We fail to render a decision; or
3. as soon as practicable if there is Good Cause for the delay.

12.2 Review of Overpayments

Any determinations of overpayments are a reviewable benefit decision, and all Claimant disputes relating to overpayments (whether the Claimant is disputing the overpayment determination itself, or just the amount of the overpayment) must follow the process in this section.

We will advise the Claimant in writing how to contact the Department and will include an explanation of the Department's dispute resolution process as described in the Disputes and Request for Hearing section of the Group Policy if an appeal is denied.

We may review an overpayment of Benefits to determine the cause of the overpayment and whether the Covered Individual is liable for repayment of the Benefits and any applicable penalties.

Our review of the overpayment shall be used to determine whether:

1. the overpayment may be waived under ORS 657B.120(5);
2. interest may be applied under OAR 471-070-1510(3) to any amount owed;
3. penalties shall be applied under ORS 657B.120(3)(b); or
4. the Eligible Employee shall be disqualified from benefits under ORS 657B.120(3)(a).

We shall review information provided by the Eligible Employee or other parties and from Our records in making Our determination.

The Eligible Employee may be held liable for repayment of Benefits they were not entitled to, even though all relevant information was provided before a claim decision was issued, when the Eligible Employee should reasonably have known the Benefit payment was improper.

The Eligible Employee will be liable for repayment of Benefits when an overpayment is the result of an Eligible Employee willfully making a false statement or willfully failing to report a material fact in order to obtain Benefits. In deciding if an Eligible Employee is liable for repayment of Benefits, We may also consider factors which may affect the Eligible Employee's ability to report all relevant information to Us.

APPEAL INFORMATION (continued)

12.3 Repayment of Overpaid Benefits, Interest

We may issue an assessment to a Eligible Employee for an overpayment each time a Eligible Employee receives Benefits to which the Eligible Employee was not entitled.

If We determine that an Eligible Employee has received Benefits to which the Eligible Employee was not entitled:

1. the Eligible Employee may be required to repay the amount of Benefits that the Eligible Employee was overpaid;
2. we may secure the repayment of the overpaid Benefits through the deduction from future Benefits otherwise payable to the Eligible Employee under the Policy; and
3. we may deduct all or part of the Eligible Employee's future weekly Benefits up to the amount of the prior overpayment.

If We determine that an Eligible Employee is at fault for an overpayment, due to the Eligible Employee's error, false statement, or failure to report a material fact, then the Eligible Employee may be liable for interest on the overpayment amount. Interest that the Eligible Employee is liable for shall be paid and collected at the same time repayment of Benefits is made by the Eligible Employee, at the rate of 1 percent per month or fraction of a month. Interest will accrue, beginning on the first day of the month that begins 60 calendar days after the claim decision establishing the overpayment.

If We determine that an Eligible Employee is not at fault for an overpayment, then the Eligible Employee shall not be liable for interest on the amount to be repaid as a result of the overpayment.

Deductions from Benefits shall be applied solely to the amount of overpaid Benefits for which the Eligible Employee is liable.

Overpayment amounts collected through other means shall be applied first to penalties, then to interest, and then to the overpaid benefit amount.

Deductions for the repayment of Benefits paid erroneously may be deducted from Benefits due to the Eligible Employee with no time limitations.

12.4 Waiver of Recovery of Overpayments

An Eligible Employee may request a waiver for recovery of overpayments from Us. We may waive, in whole or in part, the amount of the overpayment if:

1. the Benefits were paid based on an error other than a willful provision of a false statement, nondisclosure of a material fact, or misrepresentation by an Eligible Employee; and
2. recovery would be against equity, good conscience, or administrative efficiency.

We may determine that recovery of overpaid Benefits is against equity and good conscience if the Eligible Employee requesting a waiver has limited means to repay the Benefits and has total allowable household expenses that equal or exceed 90 percent of the total household income, not including Benefits received. We will use the current year's Internal Revenue Service (IRS) Collection Financial Standards to determine total allowable household expenses. We may allow expenses higher than those provided for in the IRS Collection Financial standards if the Eligible Employee requesting a waiver provides documentation showing that using those IRS Collection Financial Standards would leave the Eligible Employee unable to provide for basic living expenses.

If We grant a waiver, We will stop collection activity of any overpaid Benefits subject to the waiver. The Company will give written notice of any waiver that is granted, indicating the amount of the overpaid Benefits for which the waiver is granted.

Waivers granted are effective the Sunday of the week in which the request for waiver was filed with Us. The date of the post mark from the United States Postal Service, a date stamp from Us, an embedded fax date, or the electronic filing date, whichever is earliest, will be used to determine the date of filing. If a request for a waiver is denied, We will notify the Eligible Employee of Our decision. The Eligible Employee may submit another request for waiver if their situation changes significantly enough to establish that recovery of the Benefits would be against equity and good conscience. No subsequent request for waiver of Benefits may be granted unless the Eligible Employee satisfactorily demonstrates in writing the significant change in financial situation and provides supporting documentation.

Overpaid Benefits that have been recovered from the Eligible Employee prior to the filing of a waiver request will not be waived or refunded.

APPEAL INFORMATION (continued)

If an Eligible Employee is paid more than once for the same week(s), recovery of only the amount in excess of the final entitlement is eligible to be waived.

A waiver will not be granted if the overpayment is as a result of a willful false statement or a willful failure to report a material fact as determined under the Law.

Overpayments caused by the negotiation of an original and replacement check that were issued for the same period will not be waived.

The determination whether to waive overpayments under the Law shall be made by Us with or without the request for a waiver from the Eligible Employee.

12.5 Overpayments, Appeals

If an Eligible Employee does not agree with Our claim decision related to overpayments, including an overpayment determination and/or a claim decision determining the amount of the overpayment, the Eligible Employee may request a review of the claim decision with Us following the Appeal to the Company provision of this Policy.

12.6 Reimbursement

If an Employer has paid wages to the Eligible Employee for any period of Leave during any period the Eligible Employee is entitled to Benefits under the Policy, the Employer shall be entitled to be reimbursed by Us out of any Benefits due or becoming due for the existing Leave, if the claim for reimbursement is filed with Us prior to payment of the Benefits by Us to the Eligible Employee.

To qualify for reimbursement under the Policy, the payments must be made to an Eligible Employee from a voluntarily provided or sponsored employment benefit including, but not limited to a temporary disability policy or program of the Employer, or a paid family and/or medical leave policy or program of the Employer.

The Employer will not be eligible for reimbursement under this Policy for payments to an Eligible Employee when the Eligible Employee has elected to utilize Accrued Paid Leave.

12.7 Disputes and Request for Hearing

1. As required by ORS 657B.420, the Department will provide a dispute resolution process to assist in resolving disputes between Us and Employees regarding coverage and benefits provided under the Group Policy if the appeal is not otherwise resolved.
2. Prior to the Department providing a dispute resolution process, We and the Employee must follow the appeal process under the Group Policy.
3. In the event that We, the Employee or the Employer resolve an appeal on a coverage or benefit decision through the Group Policy's appeal process, the Employee may request dispute resolution assistance through the Department. The dispute resolution request must:
 - a. Be in writing, by phone, online, or in another format approved by the Department.
 - b. Include a copy of Our appeal decision and any documents related to the dispute, including documents supporting or referencing Our decision.
 - c. Be received within 60 calendar days of the issuance of the appeal decision, or as soon as practicable if there is Good Cause for the delay beyond 60 calendar days.
4. The Department shall review the dispute resolution request and issue an advisory decision based on the Group Policy benefit requirements within 20 calendar days of the receipt of the dispute resolution request.
5. If We do not comply with the Department's administrative dispute decision, the Employee may still submit a wage claim with the Oregon Bureau of Labor and Industries under ORS chapter 652.
6. The payment of any PFML Benefits not placed in issue by the request for the administrative hearing shall continue during the appeal process.
7. Good Cause for late appeal or dispute resolution request includes, but is not limited to, the following:
 - a. difficulty obtaining verification;
 - b. factors or circumstances beyond the Employee's, Employer's, Our, or Department's reasonable control that prevented them from providing information;
 - c. a Serious Health Condition that results in an unanticipated and prolonged period of Incapacity and that prevents the Employee or Employer from timely providing information; or
 - d. a demonstrable inability to reasonably access a means to respond in a timely manner, such as an inability to file a leave report due to a natural disaster or a significant and prolonged outage.

MISCELLANEOUS PROVISIONS

Section 13: Miscellaneous Provisions

13.1 Coordination of Leave

Any PFML must be taken at the same time as any leave taken by an Eligible Employee under ORS 659A.150 to 659A.186 or under the federal Family and Medical Leave Act of 1993 (P.L. 103-3) for the same purposes.

13.2 Overpayment and Recovery

If We determine that a Claimant has received PFML Benefits to which the Claimant was not entitled, We may:

1. seek repayment of benefits from the Claimant; and
2. have the amount of the PFML Benefits deducted from any future PFML Benefits otherwise payable to the Claimant.

If PFML Benefits are paid because of an error, We may waive, in whole or in part, the amount of any such payments for which recovery would be against equity, good conscience or administrative efficiency.

Prior to the recovery of the amount of any PFML Benefits under this section, We will notify the Claimant:

1. the day(s) or week(s) for which the PFML Benefits were paid; and
2. that any amount subject to recovery due under this section may be collected by us in a civil action against the Employer or Eligible Employee brought by Us.

The Employer or Claimant may appeal a determination made under this section.

13.3 Claims of Creditors

Except when prohibited by Oregon law, the insurance and other benefits under this Group Policy may be exempt from execution, garnishment, attachment, or other legal or equitable process, for the debts or liabilities of the Claimants or their beneficiaries.

13.4 Clerical Errors

Clerical errors will not:

1. terminate insurance under the Group Policy which should otherwise be in effect;
2. continue insurance under the Group Policy which should otherwise terminate;
3. create insurance under the Group Policy which should not be in effect; or
4. change the amount of insurance under the Group Policy which should otherwise be in effect.

13.5 Not in Lieu of Workers' Compensation

This Group Policy does not satisfy any requirement for Workers' Compensation Insurance.

TERMINATION PROVISIONS

Section 14 Termination Provisions

14.1 Termination of Eligible Employee's Insurance Under the Group Policy

An Eligible Employee's coverage under the Group Policy will terminate on the earliest of the following dates:

1. the date the Group Policy is terminated; or
2. the date the person is no longer an Eligible Employee.

14.2 Termination, Reinstatement or Amendment of the Group Policy

Department Termination of Equivalent Plan Approval under the terms of the Oregon Paid Family and Medical Leave statute and regulations, the Department may, for cause, terminate the Equivalent Plan insured by this Group Policy. If so, the Group Policy will terminate in accordance with the Department's notice of such termination.

14.3 Employer Notice to Employees of Group Policy Termination

The Employer must notify all Employees of the Group Policy termination within ten business days of the date on the notice of termination sent by the Department.

14.4 Employer Equivalent Plan Withdrawal or Termination of the Group Policy

The Group Policy will terminate automatically on the effective date of the Employer's withdrawal of its Equivalent Plan insured by this Group Policy.

The Employer may withdraw from an approved Equivalent Plan that has been in effect for at least one year by submitting a withdrawal form online, by phone, or in another method prescribed by the Department.

The Employer may terminate the Group Policy effective on the last day of any calendar quarter by giving us not less than 30 calendar days advance written notice which details the reason the Group Policy is being terminated.

Withdrawals by the Employer are effective the date that is the later of:

1. at least 30 calendar days after the date the withdrawal form is sent to the Department;
2. the last day of the immediately following calendar quarter; and
3. the date that the Equivalent Plan has been in effect for one year.

Termination and Withdrawal by an Employer's successor in interest is subject to requirements outlined in OAR 471-070-2455.

The Employer must provide notice of the withdrawal from an Equivalent Plan to its Employees at least 30 calendar days prior to the effective date of withdrawal. The notice, at a minimum, must include the effective date of the Equivalent Plan withdrawal and information about the state plan in accordance with ORS 657B.440.

14.5 Group Policy Termination initiated by Us

We may terminate the Group Policy effective on the last day of any calendar quarter by giving the Employer not less than 30 calendar days advance written notice which details the reason the Group Policy is being terminated. Additionally, We must provide notice to the Department at least 30 calendar days prior to the termination date. Our notice to the Department should include:

1. the original effective date of the Group Policy; and
2. the effective date of the termination requested by us.

14.6 PFML Benefits after Group Policy Termination:

1. We must pay or continue to pay PFML Benefits under the terms of the Group Policy to Eligible Employees that were approved for or receiving PFML Benefits on the effective date of Group Policy termination until the total amount of the PFML Benefit claim is paid, the duration of PFML ends, or the Benefit Year ends, whichever occurs first. If We or the Employer do not pay the PFML Benefits, the Employee may file an appeal with the Employer and then a dispute resolution request with the Department.

2. Employer Reporting Requirements after Group Policy Termination:

Within 30 calendar days after the effective date of the Group Policy termination, the Employer must send to the Department all reporting requirement information on PFML Benefit claims paid and administrative expenses incurred from the date of the last report provided to the Department under the Equivalent Plan reporting requirements to the date of Group Policy termination.

TERMINATION PROVISIONS (continued)

3. Employer Duty to Remit to the Department Contributions and Administrative Expenses:

Upon the effective date of the termination of the Employer's Equivalent Plan insured by this Group Policy, the Employer must send to the Department any contributions withheld from Employee Wages that remain in the possession of the Employer minus an amount equal to the amount of any PFML Benefits due and any anticipated administrative expenses. Once all required PFML Benefits are paid, the Employer must immediately send to the Department any remaining contribution amounts for deposit into the PFMLI Trust Fund. Interest upon the contribution amount due from the Employer shall accrue from the date of Equivalent Plan termination until paid to the Department, in accordance with ORS 657B.320(3).

4. Upon the effective date of the Equivalent Plan insured by this Group Policy's termination, the Employer must begin paying to the Department Employee and Employer contributions, if required, in accordance with ORS 657B.150 and other applicable statutes and rules.

14.7 Re-Application for an Equivalent Plan following Department Termination

After the Department terminates an Equivalent Plan, the Employer may not reapply for an Equivalent Plan approval within three years following the date of termination.

14.8 Reinstatement of the Group Policy

If the Employer's Equivalent Plan has not yet been withdrawn, We may reinstate the terminated Group Policy, without a gap in coverage under the Group Policy with written notice to the Employer if payment of past due premium is fully remitted to us within 30 calendar days of the expiration of the grace period outlined in the Grace Period provision. In no event will the reinstatement period exceed 30 calendar days.

14.9 Amendments to the Group Policy

In accordance with the requirements outlined in OAR 471-070-2210, the Employer is obligated to file with and secure approval from the Department changes to the Equivalent Plan insured by the Group Policy prior to the effective date of such changes.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of Our executive officers and given to the Employer for attachment to the Group Policy. The Employer and its employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without Our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects Our obligations under the Group Policy, or with the Employer's consent.

Any such change or amendment of the Group Policy may apply to current or future Eligible Employees.

Approved amendments are effective on the first day of the calendar quarter immediately following the date of approval of the amendment by the Department and Us.

POLICY PROVISIONS

Section 15: Policy Provisions

15.1 Our Responsibilities

Upon request of the Oregon Employment Department or the Employer, We will provide the annual aggregate Benefit usage information, to the Employer or the Oregon Employment Department. The reported information shall include, but is not limited to, the following:

1. number of Benefit Applications received during the reporting period and the Qualifying Purpose;
2. number of Benefit Applications approved during the reporting period, the Qualifying Purpose, and total amount of Leave; and
3. number of Benefit Applications denied during the reporting period and the Qualifying Purpose, and the number of appeals made on denials and the outcome of the appeals.

15.2 Other Employers

We will keep a list of Employer(s) accepted by Us and the effective dates of coverage for each Employer.

The Policyholder may act for or on behalf of the Employers covered under the Policy. The following will be binding on all Employers 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.

15.3 Policyholder/Employer Responsibilities

The Employer will provide written notice to each Eligible Employee of the duties and rights of participating in the Paid Family and Medical Leave Insurance program in accordance with the Law. Notice will include:

1. information about Benefits available under the Policy, including the duration of Leave;
2. the process for filing a Claim for Benefits under the Policy, including any Eligible Employee notice requirements and penalties established by the Employer;
3. the process for an Eligible Employee to appeal to Us based on a Claim decision made by Us;
4. the process for Eligible Employee deductions used to finance the cost of the premium;
5. an Eligible Employee's right to dispute an appeal determination in the manner determined by Law;
6. a statement that discrimination and retaliatory personnel actions against an Eligible Employee for inquiring about the Policy or Benefits available under the Policy, giving notification of Leave under the Policy, taking Leave under the Policy or claiming Benefits under the Policy are prohibited;
7. the right to job protection and health care benefits continuation; and
8. the right of an Eligible Employee to bring a civil action or to file a complaint for violation of ORS 657B.060 or ORS 657B.070; and a statement that any health information related to Leave provided to the Employer by an Eligible Employee is confidential and may not be released without the permission of the Eligible Employee unless state or federal law or a court order permit or requires disclosure.

A notice provided to an Eligible Employee under this section must be in the language the Employer typically uses to communicate with the Employee.

We request that the Employer provide Us all relevant information or records requested by Us within 10 calendar days, or as soon as reasonably possible, from the date of any notice from Us requesting information about an Eligible Employee.

15.4 Employer Retained Records and Reports

The Employer must maintain all reports, information, and records relating to the Equivalent Plan and any Employee leave Applications and benefits paid or denied for six years. The records identified must be provided by the Employer to the Department for review upon request. The Department may request to review the Employer's records at any time.

PREMIUM

Section 16: Premium

16.1 Premium

If Eligible Employees contribute towards the cost of coverage, the contribution amount cannot exceed the maximum percentage of the total rate determined by the Director of the Oregon Employment Department as set by Law for the State Program.

The Policyholder may contribute more towards the Eligible Employee's cost for this Policy than the contribution amount determined by the Director of the Oregon Employment Department as set by Law.

The Policyholder is responsible for paying any premium that exceeds the Eligible Employee's maximum contribution amount determined by the Director of the Oregon Employment Department as set by Law for the State Program.

16.2 Initial Rate Guarantee

We will guarantee the rates for this Policy for 1 year, except that We have the right to change the premium rate:

1. within 30 calendar days of a change in the Law;
2. as of any Premium Due Date if this Policy has been in effect for at least 12 months; or
3. as of the date the census changes by plus or minus 10%.

We will provide notice to the Policyholder no less than 30 days prior to the date of any change in premium rates.

16.3 Calculation

The premium due on each Premium Due Date, subject to the Grace Period provision, is the sum of the premiums for all Eligible Employees then insured. The Employer will be notified in writing of the premium rate on or before the Group Policy Effective Date, and thereafter, when the premium rate is changed.

We may change the premium rate on any Premium Due Date:

1. when coverage under this Group Policy changes;
2. when the premium rate for the Oregon Paid Family and Medical Leave insurance plan administered by the Department changes;
3. due to factors material to underwriting the risk We assumed under the Group Policy with respect to an Employer, including, but not limited to, number of persons insured, age, Wages, gender, and occupational classification, change by 25% or more; or
4. on the effective date of any amendment to the Oregon Paid Family and Medical Leave statute and regulations which affects the terms and provisions under this Group Policy.

We may change premium rates upon 30 calendar days advance written notice to the Employer. Any such change in premium rates may be effective on any Premium Due Date.

In no event will the Eligible Employee be responsible for a portion of the premium under the Group Policy which exceeds the maximum percentages authorized under the Oregon Paid Family and Medical Leave statute and regulations. The Employer is responsible for remitting to us the entire Group Policy premium.

16.4 Maximum Eligible Employee Premium Contributions

The maximum an Eligible Employee may contribute to the premium is set by the Oregon Paid Family and Medical Leave statute and regulation. This maximum contribution amount is subject to an annual adjustment by the Director by the percentage increase in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor.

16.5 Payment of Premiums

It is the responsibility of the Employer to pay all premiums required under this Group Policy to us when due. Any change in the premium contribution basis must be approved by Us. The premium under this Group Policy must be paid by the Employer, or by an authorized agent of the Employer. The dates that premiums are due are shown in the Premium section. All premiums due and payable to Us should be remitted to Us as shown on the premium statement sent to the Employer.

16.6 Grace Period

The Employer has a grace period of 30 calendar days after the due date of any premium, other than the first premium, to pay the premium. The Group Policy remains in-force during the grace period.

DEFINITIONS

Section 17: Definitions

Definitions from the Law not listed here will continue to apply as required and to the extent they are applicable.

1. **Accrued Paid Leave** means leave earned by or otherwise provided to an Eligible Employee pursuant to a benefit plan or policy offered by the Employer, including, but not limited to, Sick Pay (including Oregon Paid Sick Leave), annual leave, Vacation Pay, personal leave, compensatory leave or Paid Time Off. Accrued Paid Leave shall not include a (i) disability policy or program of the Employer; or (ii) paid Family or Medical Leave policy of the Employer.
2. **Administrative Costs** means the costs incurred by an Employer or Us directly related to administering an equivalent Oregon Paid Family and Medical Leave insurance plan which include, but are not limited to, cost for accounting, recordkeeping, insurance policy premiums, and labor for human resources' employee interactions related to the Equivalent Plan. Administrative Costs do not include rent, utilities, office supplies or equipment, executive wages, legal expenses, cost of benefits, or other costs not immediately related to the administration of the Equivalent Plan.
3. **Affinity** means a relationship that meets the following requirements:
 - a. there is a significant personal bond that is like a family relationship; and
 - b. the relationship has characteristics of a family relationship, which may include, but is not limited to the following:
 - shared personal financial responsibility, including shared leases, common ownership of real or personal property, joint liability for bills, or beneficiary designations;
 - emergency contact designations;
 - the expectation to provide care because of the relationship or the prior provision of care;
 - cohabitation;
 - geographical proximity; and
 - any other factor that demonstrates the existence of a family-like relationship.
4. **Alternate Base Year** means the last four completed Calendar Quarters preceding the Benefit Year.
5. **Application** means the process in which a Claimant submits the required information and documentation to Us to request PFML Benefits.
6. **Average Weekly Wage** means an amount calculated by the Department by dividing the total Wages earned by an Eligible Employee during the Base Year by 52 weeks.
7. **Base Year** means the first four of the last five completed Calendar Quarters preceding the Benefit Year.
8. **Benefit Year** means a period of 52 consecutive weeks beginning on the Sunday immediately preceding the day that Family Leave, Medical Leave, or Safe Leave commences for the Claimant, except that the benefit year shall be 53 weeks if a 52-week benefit year would result in an overlap of any Calendar Quarter of the Base Year of a previously filed valid Claim for PFML Benefits. A Claimant may only have one valid benefit year at a time.
9. **Calendar Quarter** means the period of three consecutive calendar months ending on March 31, June 30, September 30, or December 31.
10. **Care** means Physical Assistance or Psychological Assistance as used for leave taken to care for a Family Member with a Serious Health Condition.
11. **Carrier** means UnitedHealthcare Insurance Company.

DEFINITIONS (continued)

12. **Child** means a biological child, adopted child, stepchild or foster child of an Eligible Employee or of the Spouse or Domestic Partner; a person who is or was a legal ward of an Eligible Employee or of the Eligible Employee's Spouse or Domestic Partner; or a person who is or was in a relationship of in loco parentis with an Eligible Employee or with the Eligible Employee's Spouse or Domestic Partner. A child under this definition must be under age 18, or age 18 or older as an adult dependent substantially limited by a physical or mental impairment as defined by ORS 659A.104.
13. **Claim** means a period of PFML Benefits that starts with the date PFM begins based upon Our receipt of a Complete Application and continues through the duration of the approved PFML or until the approved PFML Benefits have been exhausted. An Eligible Employee may have multiple claims in a Benefit Year but may not be approved for more than the period described in the Maximum PFML Payment Period.
14. **Claimant** means an Eligible Employee that has submitted an Application or established a claim for PFML Benefits.
15. **Company** means UnitedHealthcare Insurance Company
16. **Complete Application/Application** means an Application that contains all of the required information under OAR 471-070-1100 as well as Wage information necessary to calculate PFML Benefits.
17. **Complete Claim** means the Eligible Employee has submitted all the applicable items as provided in the Claim Provisions section of the Policy.
18. **Contributory** means the Employee pays all or part of the premium for insurance under the Group Policy.
19. **Department** means the Oregon Employment Department.
20. **Director** means the Director of the Oregon Employment Department.
21. **Domestic Partner** means an individual joined in a domestic partnership. "Domestic partnership" has the meaning given that term in ORS 106.310.
22. **Domestic Violence** means safe leave purpose described in ORS 659A.272, means abuse as defined in ORS 107.705.
23. **Eligible Employee** means an Employee of the Employer who has earned at least \$1,000 in Subject Wages during the Base Year; or if an Employee has not earned at least \$1,000 during the Base Year, an Employee of the Employer who has earned at least \$1,000 in Subject Wages during the Alternate Base Year, and who meets the requirements of one of the following categories:
 1. been continuously employed with the Employer for at least 30 calendar days, regardless of hours worked, including full-time, part-time, temporary workers hired by the Employer, and replacement employees hired to temporarily replace eligible employees during PFML;
 2. was eligible for benefits under their previous Oregon employer's Paid Leave Oregon Equivalent Plan, who begin working for the Employer;
 3. was previously covered through Oregon's state plan for Paid Leave Oregon within 30 calendar days from the new employee's start date with the Employer; or
 4. was previously insured for Paid Leave Oregon through a different Paid Leave Oregon Equivalent Plan employer on the new employee's start date with the Employer; or
 5. entered the workforce in Oregon within 30 calendar days of the new employee's start date with the Employer. This 30-day requirement applies regardless of whether the new employee worked for a different employer in Oregon previously but did not acquire Paid Leave Oregon eligibility with that previous employer, whether the new employee is new to the workforce in general, or whether the new employee is relocating from another state to work in Oregon.

DEFINITIONS (continued)

24. **Employee** means an individual performing services based in Oregon for the Employer for remuneration or under any contract of hire, written or oral, express or implied; and a home care worker as defined in ORS 410.600.

Employee does not include:

1. An independent contractor as defined in ORS 670.600;
2. A participant in a work training program administered under a state or federal assistance program;
3. A participant in a work-study program that provides students in secondary or postsecondary educational institutions with employment opportunities for financial assistance or vocational training;
4. A railroad worker exempted under the federal Railroad Unemployment Insurance Act;
5. A volunteer;
6. A judge as defined in ORS 260.005;
7. A member of the Legislative Assembly; or
8. A holder of public office as defined in ORS 260.005.

25. **Employer** means the Policyholder and any of its affiliates and subsidiaries named in the Schedule of Affiliated Companies.

26. **Equivalent Plan** means a Paid Family and Medical Leave Insurance (PFMLI) plan approved by the Department that provides benefits that are equal to or greater than the benefits provided by the Oregon PFMLI program established under ORS 657B.340. Note, ORS 657B.210(8) requires that the Equivalent Plans remain in effect for a minimum of one year.

27. **Family Leave** means leave taken under the Group Policy to care for a Family Member with a Serious Health Condition, for a Parent to bond with the Parent's child during the first year after the child's birth, adoption, or Foster Care placement.

Family leave does not mean leave described in ORS 659A.159 (1)(d) which provides for:

1. care for a child of the Eligible Employee who is suffering from an illness, injury or condition that is not a Serious Health Condition but that requires home care;
2. leave described in ORS 659A.159 (1)(e) which provides for leave to deal with death of a Family Member, attend a funeral or to make arrangements necessitated by the death of the Family Member, or grieving the death of a Family Member; or
3. qualifying military exigency leave authorized under ORS 659A.093.

28. **Family Leave Benefits** means Wage replacement paid to an Eligible Employee while the Eligible Employee is on Family Leave under the Group Policy.

29. **Family Member** means an Eligible Employee's Spouse, Domestic Partner, Child, Parent, Sibling, Grandparent, Grandchild, or any individual related by blood or Affinity whose close association with an Eligible Employee is the equivalent of a family relationship.

30. **Financial Eligibility Test** means a Eligible Employee earned at least \$1,000 in wages from an employer subject to the Law during the Base Year or Alternate Base Year.

31. **Foster Care** means 24-hour care for children in substitution for and away from their Parents or guardian. Such placement is made by or with the agreement of Oregon, or any other state, commonwealth or territory as a result of a voluntary agreement between the Parent and guardian that the Child be removed from the home, or pursuant to a judicial determination of the necessity for Foster Care, and involves agreement between Oregon, or any other state, commonwealth or territory and foster family that the foster family will care for the Child. Although Foster Care may be with relatives of the Child, State action is involved in the removal of the Child from parental custody.

DEFINITIONS (continued)

32. **Good Cause** means cause for the late submission of an Application is determined at Our discretion and includes, but is not limited to, the following a Serious Health Condition that results in an unanticipated and prolonged period of Incapacity and that prevents an Claimant from timely filing an Application; or a demonstrated inability to reasonably access a means to file an Application in a timely manner, such as an inability to file an Application due to a natural disaster or a significant and prolonged Department system outage.
33. **Grandchild** means an Eligible Employee's, or an Eligible Employee's Spouse's or Domestic Partner's, child of the Child.
34. **Grandparent** means an Eligible Employee's, or an Eligible Employee's Spouse's or Domestic Partner's, parent of the Parent.
35. **Harassment** means intentionally:
1. harassing or annoying another person by subjecting such other person to offensive physical contact;
 2. harassing or annoying another person by publicly insulting the person by abusive words or gestures in a manner intended and likely to provoke a violent response;
 3. subjecting another to alarm by conveying a false report, known by the conveyor to be false, concerning death or serious physical injury to a person, which report reasonably would be expected to cause alarm; or
 4. subjecting another to alarm by conveying a telephonic, electronic, or written threat to inflict serious physical injury on that person or to commit a felony involving the person or property of the person or any Family Member, which threat reasonably would be expected to cause alarm.
36. **Health Care Provider** means a person who is primarily responsible for providing health care to the Claimant or the Family Member of the Claimant before or during a period of PFML, who is licensed or certified to practice in accordance with the laws of the state or country in which they practice, who is performing within the scope of the person's professional license or certificate, and who is a:
1. chiropractic physician, but only to the extent the chiropractic physician provides treatment consisting of manual manipulation of the spine to correct a subluxation demonstrated to exist by X-rays;
 2. dentist;
 3. direct entry midwife;
 4. naturopath;
 5. nurse practitioner;
 6. nurse practitioner specializing in nurse-midwifery;
 7. optometrist;
 8. physician;
 9. physician's assistant;
 10. psychologist;
 11. registered nurse; or
 12. regulated social worker.

Health Care Provider also includes a person who is primarily responsible for the treatment of the Claimant or the Family Member of the Claimant solely through spiritual means before or during a period of Family Leave, Medical Leave or Safe Leave, including but not limited to a Christian Science practitioner.

37. **Holiday** means any of the holidays listed in ORS 187.010(1)(b)–(k) and (2), 187.020 and any holiday designated by the Employer, union contract, or otherwise.
38. **Holiday Pay** means any remuneration that the Employer pays an Employee for a Holiday, including, but not limited to, full or partial Paid Time Off or additional pay for work on a holiday.
39. **Incapacity** means is the inability to perform at least one essential job function, or to attend school or perform regular daily activities for more than three consecutive calendar days. A period of Incapacity includes any subsequent required treatment or recovery period relating to the same condition.

DEFINITIONS (continued)

- 40. **Intermittent Leave** means leave taken in separate periods of time due to a single Qualifying Reason, rather than for one continuous period of time. Intermittent leave shall be taken in increments used to account for use of other forms of leave provided, however, that we will not pay in increments of less than one Work Day.
- 41. **Law** means ORS 657B of the Oregon General Statutes and Administrative Rules promulgated pursuant to ORS 657B, including Chapter 471 of the Oregon Administrative Rules.
- 42. **Leave** means leave from work taken by a Eligible Employee for Family Leave, Medical Leave, or Safe Leave pursuant to the Law.
- 43. **Medical Leave** means PFML taken by an Eligible Employee that is made necessary by the Eligible Employee's own Serious Health Condition.
- 44. **Medical Leave Benefits** Wage replacement paid to an Eligible Employee while the Eligible Employee is on Medical Leave under the Group Policy.
- 45. **Nonconsecutive Leave** means Leave from work taken in separate periods of time not less than one Work Day due to a single Qualifying Purpose, rather than for one continuous period of time.
- 46. **Parent** means (a) the biological, adoptive, step or foster mother or father of the Eligible Employee; (b) a person who was a foster parent of an Eligible Employee when the Eligible Employee was a minor; (c) a person designated as the legal guardian of an Eligible Employee at the time the Eligible Employee was a minor or required a legal guardian; (d) a person with whom an Eligible Employee was or is in a relationship of in loco parentis; or (e) a parent of an Eligible Employee's Spouse or Domestic Partner who meets a description under paragraphs (a) to (d) of this subsection.
- 47. **Paid Time Off** means compensated time away from work provided by an Employer that the Employee can choose to use for any reason, including, but not limited to, vacation, sickness, and personal time.
- 48. **PFML** means Family Leave, Medical Leave and/or Safe Leave taken under the Group Policy.
- 49. **PFML Benefits** means Family Leave Benefits, Medical Leave Benefits and/or Safe Leave Benefits payable under the Group Policy.
- 50. **Physical Assistance** means assistance attending to a Family Member's basic medical, hygienic, safety, or nutritional needs when that Family Member is unable to attend to those needs themselves, or transporting the Family Member to a Health Care Provider when the Family Member is unable to transport themselves.
- 51. **Policy** means the Policy issued to the Policyholder by the Company under the Policy Number shown on the face page.
- 52. **Psychological Assistance** means providing comfort, reassurance, counseling, or therapy to a Family Member, or completing administrative tasks for the Family Member, or arranging for changes in the Family Member's care, such as transfer to a nursing home.
- 53. **Qualifying Purpose** means Leave from work taken by a Eligible Employee for any of the following reasons:
 - 1. Medical Leave;
 - 2. Family Leave; or
 - 3. Safe Leave.

DEFINITIONS (continued)

54. **Qualifying Reason** means any of the following reasons for which an Eligible Employee is eligible for PFML 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. to address the Eligible Employee's own Serious Health Condition; or
 4. for purposes of Safe Leave.
55. **Safe Leave** means an Eligible Employee's PFML taken for any purpose described in ORS 659A.272, including leave to:
1. seek legal or law enforcement assistance or remedies to ensure the health and safety of the Eligible Employee or the Eligible Employee's minor Child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to Domestic Violence, Harassment, Sexual Assault or Stalking;
 2. seek medical treatment for or to recover from injuries caused by Domestic Violence or Sexual Assault to or Harassment or Stalking of the Eligible Employee or the Eligible Employee's minor Child or dependent;
 3. obtain, or to assist a minor Child or dependent in obtaining, counseling from a licensed mental health professional related to an experience of Domestic Violence, Harassment, Sexual Assault or Stalking;
 4. obtain services from a victim services provider for the Eligible Employee or the Eligible Employee's minor Child or dependent; or
 5. relocate or take steps to secure an existing home to ensure the health and safety of the Eligible Employee or the Eligible Employee's minor Child or dependent.
56. **Safe Leave Benefits** means Wage replacement paid to an Eligible Employee while the Eligible Employee is on Safe Leave under the Group Policy.
57. **Serious Health Condition** means an illness, injury, impairment, or physical or mental condition of an Eligible Employee or their Family Member that:
1. requires inpatient care in a medical care facility such as, but not limited to, a hospital, hospice, or residential facility such as, but not limited to, a nursing home or inpatient substance abuse treatment center;
 2. in the medical judgment of the treating Health Care Provider poses an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future;
 3. requires constant or continuing care, including home care administered by a health care professional;
 4. involves a period of Incapacity. "Incapacity" is the inability to perform at least one essential job function, or to attend school or perform regular daily activities for more than three consecutive calendar days. A period of Incapacity includes any subsequent required treatment or recovery period relating to the same condition. The Incapacity must involve one of the following: a. two or more treatments by a Health Care Provider; or b. one treatment plus a regimen of continuing care.
 5. results in a period of Incapacity or treatment for a chronic Serious Health Condition that requires periodic visits for treatment by a Health Care Provider, continues over an extended period of time, and may cause episodic rather than a continuing period of Incapacity, such as, but not limited to, asthma, diabetes, or epilepsy;
 6. involves permanent or long-term Incapacity due to a condition for which treatment may not be effective, such as, but not limited to, Alzheimer's Disease, a severe stroke, or terminal stages of a disease. The Eligible Employee or Family Member must be under the continuing care of a Health Care Provider, but need not be receiving active treatment;
 7. involves multiple treatments for restorative surgery or for a condition such as, but not limited to, chemotherapy for cancer, physical therapy for arthritis, or dialysis for kidney disease that if not treated would likely result in Incapacity of more than three calendar days;
 8. involves any period of disability due to pregnancy, childbirth, miscarriage or stillbirth, or period of absence for prenatal care; or
 9. involves any period of absence from work for the donation of a body part, organ, or tissue, including preoperative or diagnostic services, surgery, post-operative treatment, and recovery.

DEFINITIONS (continued)

58. **Sexual Assault** means as described in ORS 659A.272, means any sexual offense described in ORS 163.305 to 163.467, 163.472 or 163.525.
59. **Sibling** means the Eligible Employee's, or the Eligible Employee's Spouse's or Domestic Partner's, sibling or stepsiblings.
60. **Sick Pay** means remuneration paid by an Employer to an Employee for time away from work due to sickness, unless excluded as a fringe benefit under ORS 657.115.
61. **Simultaneous Coverage** means an Employee is considered to have simultaneous coverage when the Employee is covered by more than one employer's equivalent Oregon paid family medical leave plan at the same time or is covered by the state plan established under ORS 657B.340 and the Employer at the same time.
62. **Spouse** means a person to whom an Eligible Employee is legally married.
63. **Stalking** means as described in ORS 659A.272, means:
1. the crime of stalking described in ORS 163.732; or
 2. a situation that results in a victim obtaining a court's Stalking protective order or a temporary court's stalking protective order under ORS 30.866.
- The crime of stalking is committed if a person:
1. knowingly alarms or coerces another person or a member of that person's immediate family or household by engaging in repeated and unwanted contact with the other person;
 2. is objectively reasonable for a person in the victim's situation to have been alarmed or coerced by the contact; and
 3. causes the victim reasonable apprehension regarding the personal safety of the victim or a member of the victim's immediate family or household.
64. **Stand-By Pay** means remuneration paid by an Employer to an Employee who is required to be immediately available for work.
65. **State Average Weekly Wage** means the amount calculated by the Department as the state average weekly covered wage under ORS 657.150 (4)(e) as determined not more than once per year. The average weekly wage is:
1. set for each fiscal year beginning July 1 and ending June 30 of the following year; and
 2. applied for the calculation of weekly benefit amounts for benefit years starting the first full week following July 1.
66. **Subject Wages** Subject Wages: means wages that are paid and reported for an Employee, or an employee of a tribal government who has elected coverage under ORS 657B.130. Such Wages shall be assigned to the calendar quarter in which they are paid to the Employee, in the same manner that Oregon Paid Family and Medical Leave insurance contributions are payable pursuant to ORS 657B.150
67. **Vacation Pay** means remuneration paid by an Employer to an Employee for time away from work provided by an Employer to an Employee to use for any reason the Employee chooses but does not include leave for sickness, compensatory time, holiday, or other special leave.
68. **Wages** has the meaning given that term in ORS 657.105 which defines wages for Unemployment Insurance. Wages means all remuneration for employment with the Employer, including the cash value, of all remuneration paid in any medium other than cash. The noncash remuneration paid for services performed in agricultural labor or domestic service are not considered remuneration or wages.

DEFINITIONS (continued)

Wages include, but are not limited to:

1. Commission or a guaranteed wage;
2. Compensatory pay;
3. Dismissal or separation allowances;
4. Holiday Pay;
5. Paid Time Off;
6. Sick Pay;
7. Stand-By Pay;
8. Tips or gratuities;
9. Vacation pay;
10. Gifts received by an Employee from the Employer;
11. Bonuses, fees and prizes if paid or given by the Employer to an Employee as compensation, reward, or added remuneration for services;
 - i. Bonuses, fees, and prizes shall be included in the payroll of the Employer at the time they are paid to the Eligible Employee. A bonus, fee, or prize paid or received during a calendar year shall be wages paid during the calendar year, and the Group Policy contribution rate for such year shall be applicable to any bonus, fee, or prize constituting wages;
12. Dividends paid to a corporate officer or shareholder to the extent that those payments are reasonable compensation for services performed for the corporation;
13. Subject to exclusions under ORS 657.115 and 657.125, Employer wage continuation provided to a Employee during a disability period, or Employer payment to an Employee of all or part of the difference between benefits or compensation received from an insurance carrier or State Accident Insurance Fund and the Employee's regular or usual wage, and
14. The cash value of all remuneration paid by the Employer in any medium other than cash, except for agricultural labor and domestic service, as defined in the wage definition administrative rule, and the specific exemptions enumerated in ORS 657.115 through 657.140.

Board, lodging, services, facilities or privileges furnished by an Employer shall be considered remuneration paid for services performed by an Employee unless it appears that furnishing of the same was not required by the terms of the contract of hire; written or oral, express or implied; and that the value thereof was not a material factor in the determination by either party of the amount of any cash remuneration payable for such services.

Wages do not include:

1. Moneys paid to Employees to reimburse them for meal expenses in the event Employees are required to perform work after their regular office hours;
 2. Amounts paid to Employees to reimburse them for traveling or other expenses actually incurred by them while performing service for the Employer;
 3. Pension income an Eligible Employee receives or is eligible to receive from employment or former employment with another employer;
 4. Compensation, reimbursement, fees, lodging, meals or other remuneration paid or provided to an Eligible Employee for services performed as a juror are not wages;
 5. Lump sum or other special payments to compensate an Employee for an accident sustained in the course of employment are not wages;
 6. Gifts, other than tips or gratuities, received by an Employee during the course of employment from persons other than their Employer are not wages; or
 7. Employee benefits paid through a cafeteria plan, as defined in the Internal Revenue Code Section 125, are not wages if listed as excluded in ORS 657.115, even if paid through a payroll deduction.
69. **Weekly Benefit Amount** means the amount of wage replacement that will be paid to an Eligible Employee for a Work Week while the Eligible Employee is on Family Leave or Medical Leave under the terms of the Group Policy. The amount calculated and in effect on the first day of the Eligible Employee's Claim shall be the weekly benefit amount under the Group Policy for the duration of the claim.

DEFINITIONS (continued)

70. **Work Day** means any day on which an Employee performs any work for the Employer and is an increment of a Work Week. The number of work days in a Work Week is based on the average number of work days worked by an Employee at all employment. There are a maximum of seven work days in a Work Week. If a work day spans two calendar days, such as a shift beginning on day one at 10 p.m. and ending on the next day at 5 a.m., the work day will count on the calendar day in which the shift began.
71. **Work Week** means seven days beginning on a Sunday at 12:01 a.m. and ending on the following Saturday at midnight. If a Claimant works a variable or irregular schedule, the number of Work Days in a work week is determined by counting the total number of Work Days worked in the preceding 12 work weeks and dividing the total by 12 and rounding up to the nearest whole number. If the employee has not been employed by the employer for at least 12 weeks, the number of weeks the employee has been employed from the date of hire to the first day of leave shall replace 12 in the calculation.

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