MINNESOTA PAID FAMILY AND MEDICAL LEAVE BENEFITS

FOR COVERED INDIVIDUALS OR EMPLOYEES OF:

Velosity Buyer, LLC d/b/a Velosity

CLASS(ES):

All Eligible MN PFML Employees

EFFECTIVE DATE:

January 1, 2026

PUBLICATION DATE:

October 20, 2025

NOTICE(S)

This Policy covers Benefits for Paid Leave that comply with the Minnesota Department of Employment and Economic Development ("Department") regulations and the requirements of MN STAT § 268B (hereinafter referred to as "the Statute and Regulations"). If the provisions of this Policy and the Statute and Regulations do not agree, the Statute and Regulations shall control, unless this Policy's provisions are more beneficial to the Covered Individual or Employee, then this Policy shall control. Any provision of this Policy which is in conflict with the Statute and Regulations may be amended to meet the minimum requirements.

FRAUD WARNING

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE(S)

If a Covered Individual or Employee has any questions about or concerns with this insurance, please have them first contact the Employer or their benefits administrator. If, after doing so, the Covered Individual or Employee still has a question or concern, they may contact us at:

United of Omaha Life Insurance Company
3300 Mutual of Omaha Plaza
Omaha, Nebraska 68175
Call Toll-Free: 1-833-928-2179
www.mutualofomaha.com

When contacting us, the Covered Individual or Employee should have their Policy number available.

Covered Individuals or Employees have the right to file a complaint with the Department if they believe they have been retaliated against by the Employer for requesting or using Paid Leave benefits.

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POLICY OF INSURANCE

UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office:
3300 Mutual of Omaha Plaza
Omaha, Nebraska 68175

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Policy.

United of Omaha Life Insurance Company certifies that Group Policy Number GUPM-CHK8 (Policy) has been issued to Velosity Buyer, LLC d/b/a Velosity (the Employer).

Insurance is provided for Covered Individuals subject to the terms and conditions of the Policy.

Please read this Policy carefully. The Benefits described in this Policy are effective only if an Employee is eligible for the insurance, becomes insured and remains insured as described in this Policy and according to the terms and conditions of the Policy.

This Policy is part of a contract between United of Omaha Life Insurance Company and the Employer. Should any amendments, changes, or termination occur, United of Omaha Life Insurance Company will provide advance notice to the Employer as outlined in this Policy. The Employer must notify the Covered Individual or Employee of any amendments, changes or termination of the Policy.

We agree to pay Benefits subject to the terms, conditions, and limitations of this Policy and in accordance with the Statute and Regulations.

This Policy replaces any Minnesota Paid Leave policy previously issued by us.

This Policy is nonparticipating; therefore, it will pay no dividends.

UNITED OF OMAHA LIFE INSURANCE COMPANY

James T. Blackledge
Chief Executive Officer

Terrance S. DeWald
Corporate Secretary

POLICY AND AMENDMENTS

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Policy.

POLICY

We will issue and deliver this Policy to the Employer. The Employer will deliver a copy of this Policy to each Covered Individual or Employee. This Policy describes the Benefits, terms, conditions, exclusions and limitations of the insurance provided.

INSURANCE CONTRACT

The insurance contract consists of:

a) this Policy (which includes any riders, endorsements, and amendments, if any);
b) the Employer's signed application (if applicable); and
c) any signed application for the Covered Individual or Employee (if applicable).

AMENDMENTS TO THIS POLICY

The insurance contract may be changed as set forth in this Policy and at any time we and the Employer agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

a) does not require the Covered Individual's consent; and
b) must be:
    1. in writing;
    2. made a part of this Policy; and
    3. signed by our authorized representative in our home office.

A change may affect any class of Covered Individuals included in this Policy.

Any change under the Statute and Regulations affecting the insurance contract (including reducing or terminating Benefits or increasing premium costs) may take effect immediately and be without notice. The Employer has the obligation to notify all Covered Individuals and Employees of any changes.

ASSIGNMENT

No assignment of benefits under this Policy are allowed. Any assignment, pledge, or encumbrance of benefits is void, unless otherwise provided in this chapter. Benefits are exempt from levy, execution, attachment, or any other remedy provided for the collection of debt. Any waiver of section 268B.09 Subd. 4 is void.

LEGAL ACTIONS

No legal action can be brought until at least 60 days after we have been given written proof of Medical Leave or Family Care Leave. No legal action can be brought more than three years after the date written proof of Medical Leave or Family Care Leave is required, unless a longer period is required by applicable state law in the Covered Individual's or Employee's state of residence.

PREMIUM AND BILLING

Capitalized terms used in this section have the meanings assigned in the Definitions section of this Policy.

PAYMENT OF PREMIUM

The premium for this Policy equals the sum of the individual premiums for each Covered Individual or Employee. Premium will be due either monthly or quarterly according to the billing statement, or other modal period agreed to in writing by an authorized representative in our home office. If the premium frequency is monthly, the first premium is due on the Policy Effective Date. Subsequent premiums are due on the first day of each subsequent month. If the premium frequency is quarterly, premiums are due the first day of the month following the Calendar Quarter. All billing is to be managed by the Employer as self-administered billing. If a clerical error by the Employer is discovered and a premium adjustment is required, the refund amount of any unearned premium will be limited to 12 months. Premium payments are made by the Employer and must be made to our home office or to a location we designate, using a payment method we accept. We will consider the premium to be paid on the date we receive it.

The total monthly Policy premium for each $100 of Wages from the Employer for each Covered Individual or Employee is $0.93.

Premium is payable for Wages earned from the Employer up to the amount as stated in the Statute and Regulations.

A Covered Individual or Employee is responsible for the payment of their share of the premiums for their insurance under this Policy, not to exceed the maximum Covered Individual or Employee contributions allowed in the Statute and Regulations.

Premium is automatically deducted from the Covered Individual's or Employee's pay by the Employer, then remitted to us. The Employer should be contacted for information regarding payroll deductions.

Payment of premium does not guarantee eligibility for coverage.

PREMIUM CHANGES

We reserve the right to change premium rates any time after:

a) the most recent premium rate guarantee date described in this Policy;
b) there is an increase or decrease of 10% or more in the Employer's Covered Individual or Employee population or the number of Covered Individuals or Employees insured under this Policy;
c) our liability or cost of administration is changed due to a change in federal, state, or local law, change in the Statute or Regulations, or clarification or direction from the Department;
d) this Policy's terms are changed;
e) coverage is reinstated following the Employer's failure to pay premium during the grace period, provided the Department has not terminated the private plan approval;
f) a division, subsidiary, associated company, affiliated company or an eligible class is added to or deleted from this Policy;
g) we decide to non-renew a class of business;
h) there is a change which materially affects the risk for insurance provided by this Policy;
i) the premium rate for the state program administered by the Department changes; or
j) the effective date of any amendment to the Statute and Regulations which affects the terms and provisions under this Policy.

We will give the Employer at least 90 days' advance written notice of any premium rate change.

GRACE PERIOD

There is a grace period of 31 days for payment of premium. This means that if premium is not paid on or before the date it is due, the premium must be paid in the 31-day grace period that follows. We consider premium to be paid on the date we receive it.

Insurance will stay in force during the grace period as long as premium is paid before the end of the grace period. If we receive written notice requesting cancellation of insurance on a current or future date, the grace period will not apply. Coverage will end on the cancellation date specified in such notice, as long as the full premium has been paid up to that date.

If premium is not paid by the end of the grace period, insurance will end the day after the last day of the grace period.

RATE GUARANTEE DATE

January 1, 2027 or any date thereafter agreed to in writing by our authorized representative in our home office.

PREMIUM ALLOCATION

The total amount of premium paid or remitted by the Employer for this Policy and any Other Policy the Employer has with us or any of our affiliates will be allocated to this Policy and each Other Policy on a pro-rata basis. This means that if the Employer does not pay or remit the full premium that is due for this Policy or any Other Policy by the due date, the full amount of premium for this Policy and each Other Policy will be past due, resulting in termination of this Policy and each Other Policy in accordance with the applicable grace period for this Policy and each Other Policy.

TERMINATION AND POLICY REINSTATEMENT

Capitalized terms used in this section have the meanings assigned in the Definitions section of this Policy.

TERMINATION

Following at least 31 days' advance written notice to the Employer, we have the right to terminate this Policy if:

a) number of Covered Individuals or Employees insured is less than 10 or less than 75% of those eligible for insurance;
b) the Employer does not perform one or more of its duties under this Policy;
c) our liability or cost of administration is changed due to a change in federal, state, or local law;
d) there is an increase or decrease of 10% or more in the Employer's Covered Individual or Employee population or the number of Covered Individuals or Employees insured under this Policy;
e) a division, subsidiary, associated company, affiliated company, or an eligible class is added to or deleted from this Policy;
f) we decide to non-renew a class of business;
g) there is a change which materially affects the risk for insurance provided by this Policy;
h) the Employer and any additional entities associated with this Policy do not obtain state approval for a private plan.
i) the state withdraws our approval to offer a private plan; or
j) the state withdraws the Employer's approval for a private plan.

Insurance also ends in accordance with the GRACE PERIOD provision.

The Employer has the right to terminate this Policy at any time, subject to the Statute and Regulations. The Employer must give us written notice of at least 30 days before the date this Policy is to terminate, unless the Employer gives us written notice that this Policy will terminate during the grace period.

If this Policy terminates for any reason:

a) all unpaid premiums up to the date of termination are due, including premiums for the grace period or any part of the grace period; and
b) all unpaid premiums are due no later than the date of termination.

Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

POLICY REINSTATEMENT

If this Policy terminates for any reason, the Employer may request to reinstate it. If the request to reinstate is due to non-payment of premium, we will allow a minimum of 60 days for the request to be received following termination and will reinstate without requiring new proof of insurability. We will reinstate only if:

a) an authorized representative in our home office agrees in writing to reinstate this Policy;
b) the Employer agrees in writing to accept any written conditions of reinstatement that we impose;
c) all past due premiums are paid, including premium for the time insurance was in effect during the grace period;
d) the premium due from the date of reinstatement until the next premium due date is paid; and
e) the Department has not otherwise terminated the Employer's private plan approval, or the Employer is able to obtain a new private plan approval if terminated.

EMPLOYER RESPONSIBILITIES

The Employer will notify:

a) the Covered Individual or Employee when the Covered Individual's or Employee's insurance under this Policy ends because the Covered Individual or Employee ceases to be eligible for insurance under this Policy;
b) each Covered Individual or Employee and us when insurance under this Policy ends if this Policy is terminated and is not replaced by another policy or plan with no interruption in coverage.

Notice must be provided to all Covered Individuals or Employees 30 days prior to the date insurance ends.

It is the responsibility of the Employer to file, obtain, and maintain private plan exemption approval pursuant to the statute and regulations.

EMPLOYER OBLIGATIONS TO COMPLY WITH EMPLOYEE RIGHTS

The Employer will comply with all requirements under section 268B.09 which include but are not limited to:

a) job protection requirements;
b) reinstatement rights;
c) retaliation prohibitions;
d) interference with an application for or the use of these benefits;
e) continued insurance requirements; and
f) any other requirements under the Statute and Regulations that apply to the Employer.

SCHEDULE

This Schedule describes some of the terms and conditions of this Policy including, but not limited to, the maximum amounts of Benefits payable under this Policy, exclusions and limitations. For a complete description of the terms and conditions of this Policy, refer to the appropriate section of this Policy and the Statute and Regulations.

The Benefits described in this Schedule are effective only if an Employee is eligible for the insurance, becomes insured and remains insured as described in this Policy and according to the terms and conditions of this Policy. Capitalized terms used in this section have the meanings assigned in the Definitions section of this Policy.

POLICY INFORMATION

Eligibility Waiting Period:	As stated in the Statute and Regulations.
When Insurance Begins:	On the Effective Date of this Policy.
When Insurance Ends:	Insurance ends: a) the day the Covered Individual or Employee is no longer eligible for insurance under this Policy; b) the day this Policy terminates; or c) in accordance with the GRACE PERIOD provision.
Maximum Benefit Period:	Per Benefit Year, a Covered Individual can take a maximum of: Medical Leave: up to 12 weeks Family Care Leave: up to 12 weeks Not to exceed a combined maximum of 20 weeks of Paid Leave in a Benefit Year.
Qualifying Period:	Seven consecutive days for all leave types with the exception of Bonding Leave.

BENEFITS

Weekly Benefit Amount Calculation:	The portion of a Covered Individual's Average Weekly Wage that is equal to or less than 50% of the State Average Weekly Wage is paid at a rate of 90%, and the portion of a Covered Individual's Average Weekly Wage that is more than 50% of the State Average Weekly Wage is paid at a rate of 66%, and the portion of a Covered Individual's Average Weekly Wage that is more than 100% of a Covered Individual's Average Weekly Wage is paid at a rate of 55%.
Maximum Weekly Benefit Amount:	As stated in the FAMLI Statute and Regulations.

BENEFIT ELIGIBILITY

Capitalized terms used in this section have the meanings assigned in the Definitions section of this Policy.

WHEN INSURANCE BEGINS

A Covered Individual or Employee becomes insured the later of the Effective Date of this Policy or the date of hire. Eligibility requirements must be met, and any restrictions must be as favorable as the Statute and Regulations.

WHEN INSURANCE ENDS

Insurance will end on the earliest of the day:

a) a Covered Individual or Employee is no longer eligible for insurance under this Policy;
b) this Policy terminates; or
c) insurance ends in accordance with the GRACE PERIOD provision.

If you are receiving Benefits on the day this Policy terminates, Benefits will continue subject to the WHEN PAID LEAVE BENEFITS END provision.

BENEFITS FOR FORMER COVERED INDIVIDUALS

Former Covered Individuals that have been separated from the Employer for less than 26 weeks may be eligible for Benefits:

a) if they remain unemployed on the date that a claim is filed, the former Covered Individual may submit a claim for benefits with us; or
b) if they have become employed by a different employer at the time that a claim is filed, the former Covered Individual may submit a claim in accordance with their new employer's Minnesota paid leave benefit offering.

BENEFIT PROVISIONS

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Policy.

QUALIFYING LEAVE REASONS

If, while insured under this Policy, the Covered Individual experiences a qualifying Medical Leave or Family Care Leave event that prevents them from working, we will pay Benefits as shown in the SCHEDULE in accordance with the terms and conditions of this Policy.

Benefits will be paid for the following reasons:

a) due to the Covered Individual's own Serious Health Condition;
b) for Medical Care Related to Pregnancy;
c) for Bonding Leave;
d) to care for a Family Member with a Serious Health Condition;
e) for a Qualifying Exigency; or
f) to take Safety Leave.

DURATION OF LEAVE AND MAXIMUM BENEFIT PERIOD

Benefits will be limited to a maximum of 20 weeks in a Benefit Year and are subject to the following limitations based on leave type;

a) up to 12 weeks of Benefits for Medical Leave; and
b) up to 12 weeks of Benefits for Family Care Leave.

Approved leave may be in the form of continuous leave or Intermittent Leave.

LEAVE ALLOTMENT

The hourly leave allotment under this Policy is equal to the total number of hours in the Covered Individual's Typical Workweek, multiplied by the number of weeks of leave entitlement.

INTERMITTENT LEAVE

A Covered Individual may take Paid Leave in increments of either one workday or shorter periods if agreed upon by the Employer and Covered Individual and is consistent with the increments the Employer typically uses to measure employee leave, except that Benefits are not payable until the Covered Individual accumulates at least one workday of Medical Leave or Family Care Leave Benefits.

BENEFIT AMOUNT & PAYMENTS

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Policy.

WEEKLY BENEFIT AMOUNT CALCULATION

Benefits are paid according to the Statute and Regulations and the terms and conditions of this Policy. Benefits will be calculated using the Wages the Covered Individual earned from the Employer during the Base Period.

The portion of a Covered Individual's Average Weekly Wage that is equal to or less than 50% of the State Average Weekly Wage is paid at a rate of 90%, and the portion of a Covered Individual's Average Weekly Wage that is more than 50% of the State Average Weekly Wage is paid at a rate of 66%, and the portion of a Covered Individual's Average Weekly Wage that is more than 100% of a Covered Individual's Average Weekly Wage is paid at a rate of 55%**.**

In no event will a Covered Individual's Weekly Benefit Amount be more than the amount stated in the Statute and Regulations.

QUALIFYING PERIOD

The qualifying period begins on the first day of all leave. All leave reasons, with the exception of Bonding Leave, are subject to the qualifying period. This period is equal to seven consecutive calendar days from the Effective Date of Leave during the Initial Week. Once the qualifying period is met, payments will be made for leave taken during the initial seven-day period.

DURATION OF LEAVE AND MAXIMUM BENEFIT PERIOD

Benefits will be limited to a maximum of 20 weeks in a Benefit Year and are subject to the following limitations based on leave type;

a) up to 12 weeks of Benefits for Medical Leave; and
b) up to 12 weeks of Benefits for Family Care Leave.

Approved leave may be in the form of continuous leave or Intermittent Leave.

OTHER INCOME SOURCES

For any week in which a Covered Individual is on Medical Leave or Family Care Leave, the Covered Individual's Weekly Benefit Amount must be reduced by the amount of wage replacement that the Covered Individual receives, for the same week, from:

a) temporary indemnity Benefits under the Minnesota Worker's Compensation Act;
b) unemployment benefits under Minnesota's unemployment law; or
c) other state or federal benefits for temporary or permanent disability benefit laws.

EXCLUSIONS

We will not pay Benefits in any week the Covered Individual is also receiving, has received, or will receive separation pay, severance, seasonal employee pay, or bonus payments. Benefits will not be paid during any time the Covered Individual is incarcerated or imprisoned.

Benefits may not be payable while the Covered Individual is receiving Social Security Disability Benefits as further defined in the Statute and Regulations.

SUBSTITUTION OF EMPLOYER PROVIDED PAID LEAVE

The Employer may not require a Covered Individual to use any sick or other accrued paid leave or paid time off prior to initiating a claim under the Policy or while they are eligible for or receiving Paid Leave benefits. If a Covered Individual chooses to use any sick or other accrued paid leave or paid time off available from the Employer, the Medical Leave or Family Care Leave will run concurrently with that accrued leave. In no event should the Covered Individual receive more than 100% of their Average Weekly Wage.

INTERMITTENT LEAVE CALCULATION

A Covered Individual may take Intermittent Leave in increments of either one calendar day or shorter periods if consistent with the increments the Employer typically uses to measure employee leave, except that Benefits are not payable until the Covered Individual accumulates at least eight hours of Paid Leave Benefits.

Prior to an Intermittent Leave approval, the Initial Week must be satisfied as outlined in the QUALIFYING PERIOD provision. Once satisfied, the Benefit amount will be prorated based on the portion of work missed for the week. That proration will be as follows:

1) determine the wage replacement Benefit for a full week of leave; then
2) divide the approved duration of leave by the Covered Individual's work schedule; then
3) multiply these two numbers together.

WHEN PAID LEAVE BENEFITS END

Benefits will be paid during a period of Medical Leave and/or Family Care Leave until the earlier of the day:

a) the Covered Individual dies;
b) the Covered Individual is no longer eligible to receive Benefits under the Statute and Regulations;
c) the Covered Individual no longer has a Serious Health Condition;
d) the Covered Individual no longer has a need for Family Care Leave;
e) the Benefit period shown in the DURATION OF LEAVE AND MAXIMUM BENEFIT PERIOD provision ends; or
f) the date the Covered Individual fails to provide qualifying certification as continued proof of leave.

If the Covered Individual is receiving Medical Leave or Family Care Leave Benefits on the day this Policy terminates, Benefits will continue for the full duration of the Covered Individual's approved claim subject to the Statute and Regulations.

CLAIMS PROVISIONS

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Policy.

PROOF OF LEAVE

Proof of Medical Leave or Family Care Leave may be received in the form of a phone call or claim form. Additional verification may be required and is outlined in the CERTIFICATION AND DOCUMENTATION section of this Policy. This proof of leave must be given to us within at least 15 days for Benefits to be payable. A claim form can be requested from the plan administrator, from us or obtained on our website. We may request a Covered Individual or Employee provide us consent to share information with the Employer and the Health Care Provider in order to process the claim.

HOW TO OBTAIN PLAN BENEFITS

Forward the completed claim form and certification as described in the PROOF OF LEAVE provision to:
Mutual of Omaha Insurance Company
3300 Mutual of Omaha Plaza
Omaha, Nebraska 68175
Call Toll-Free: 1-833-928-2179
Fax: 1-402-997-1878
E-Mail: submitgroupPFML@mutualofomaha.com

A Covered Individual is responsible for any fees charged by their Health Care Provider for completing a claim form.

CLAIM ASSISTANCE

For assistance with filing a claim or an explanation of how a claim was paid, contact:
Mutual of Omaha Insurance Company
3300 Mutual of Omaha Plaza
Omaha, Nebraska 68175
Call Toll-Free: 1-833-928-2179

COVERED INDIVIDUAL OR EMPLOYEE'S OBLIGATIONS AND NOTICE TO EMPLOYER

When the need for leave is foreseeable, the Covered Individual or Employee should provide at least 30 days' advance notice to the Employer of the need for leave. If 30 days' notice is not practicable due to Good Cause, notice must be given as soon as practicable. Use of such leave must be scheduled to prevent undue hardship on the Employer as reasonably determined by the Employer.

CLAIMS REVIEW PROCESS

Upon receipt of a complete claim request, we will adjudicate and advise the Employer and Covered Individual or Employee in writing of the claim decision within five business days.

If additional information is required to make a claim determination, including verification of financial eligibility as outlined under 268B.04 Subd. 1(c), we will work with the Covered Individual or Employee to make a reasonable effort to promptly obtain the documentation. If, after 30 days from the day the claim form was submitted, the Covered Individual or Employee has not provided the completed certification, the claim may be closed.

If a Paid Leave claim is denied, the Covered Individual or Employee has a reasonable opportunity to appeal the claim review decision as outlined in the APPEALS provision of this Policy.

CERTIFICATION AND DOCUMENTATION

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Policy.

All claims for Benefits must be supported by a certification evidencing that leave is for qualifying Medical Leave or Family Care Leave. Certifications must comply with the Statute and Regulations.

LEAVE FOR A COVERED INDIVIDUAL'S OR FAMILY MEMBER'S SERIOUS HEALTH CONDITION

A Covered Individual or Employee applying for Paid Leave Benefits for their own Serious Health Condition including Medical Care Related to Pregnancy or to care for a Family Member with a Serious Health Condition must submit verification of the Serious Health Condition from a Health Care Provider that includes:

a) the Health Care Provider's first and last name, type of medical practice/specialization and their contact information, including mailing address and telephone number;
b) the patient's first and last name;
c) the Covered Individual's or Employee's first and last name, when different from the patient identified in b) listed above;
d) the approximate date on which the Serious Health Condition commenced or when the Serious Health Condition created the need for leave;
e) a reasonable estimate of the duration of the condition or recovery period for the patient; and
f) a reasonable estimate of the frequency and duration of Intermittent Leave and estimated treatment schedule, if applicable; or
g) other information as requested by us to determine eligibility for the Benefits; including:
    1. for Medical Leave, information sufficient to establish that the Covered Individual or Employee has a Serious Health Condition; or
    2. for Family Care Leave, information sufficient to establish that the Covered Individual's or Employee's Family Member has a Serious Health Condition.

LEAVE TO CARE FOR AND BOND WITH A NEWCHILD

A Covered Individual or Employee applying for Benefits under Family Care Leave must submit certification for leave.

All certifications for leave to care for and bond with a new child must include the following:

a) the Covered Individual's or Employee's first and last name as parent or guardian of the child after birth or placement of the child through foster care or adoption;
b) child's first and last name; and
c) date of the child's birth or placement.

A Covered Individual or Employee applying for Family Care Leave to care for and bond with a new child during the first 12 months after the child's birth must also provide one of the following forms for verification:

a) the child's birth certificate;
b) a Consular Report of Birth Abroad;
c) a document issued by a Health Care Provider of the child or pregnant parent;
d) a hospital admission form associated with delivery; or
e) another document approved by us for this purpose.

A Covered Individual or Employee applying for Benefits under Family Care Leave to care for and bond with a new child during the first 12 months after the placement of the child through foster care or adoption must also provide one of the following forms for verification:

a) a copy of a court order verifying placement;
b) a letter signed by the attorney representing the prospective foster or adoptive parent that confirms the placement;
c) a document from the foster care agency, adoption agency, or social worker involved in the placement that confirms the placement;
d) a document for the child issued by the United States Citizenship and Immigration Services; or
e) another document approved by us for this purpose.

LEAVE FOR QUALIFYING EXIGENCY

Leave for a Qualifying Exigency is available to the Covered Individual and is based on a need arising out of a Family Member's Active Duty service or notice of an impending call or order to Active Duty in the armed forces and can be applied for by submitting:

a) a Qualifying Exigency leave attestation form that is included in the claim form package, completed by the Covered Individual or Employee; or
b) any other reasonable information or documentation necessary to adjudicate the claim for Benefits, as approved by us.

SAFETY LEAVE

Safety Leave can be applied for if the Covered Individual is using leave from work for their own protection or the protection of their Family Member who is a victim of domestic abuse, sexual assault, or stalking, and requests for leave may include:

a) a Safety Leave attestation form that is included in the claim form package, completed by the victim or a Family Member of the victim; and
b) any other reasonable information or documentation necessary to adjudicate the claim for Benefits, as approved by us.

PAYMENT OF CLAIMS

Capitalized terms used in this section have the meanings assigned in the Definitions section of this Policy.

PAYMENT OF CLAIMS

Benefits will be paid not more than 30 days after we receive acceptable verification as outlined in the CERTIFICATION AND DOCUMENTATION section of this Policy or the start of leave, whichever is later. Prior to the claim being paid, the Initial Week must be satisfied as outlined in the QUALIFYING PERIOD provision.

CLAIM OWNERSHIP DURING PLAN TRANSITIONS

Should the Employer change from this private plan to the state program or from this private plan to another private plan, we will continue to administer claims through the duration previously approved, subject to the maximum benefit period, including re-certifications and extensions. After the plan transition is in effect, all claim requests are to be submitted to and administered by the new plan.

MODE OF PAYMENT

Benefits will be paid weekly by us directly to the Covered Individual or through the Employer. If the Employer pays Benefits to the Covered Individual directly while on leave, we will pay the Benefits to the Employer as reimbursement.

OVERPAYMENT

If it is found that we paid more Benefits than required under this Policy, we have the right to a refund from the Covered Individual, Employer or the recipient of Benefits.

We also have a right to a refund for any payments due to:

a) fraud or misrepresentation;
b) any error we make in processing a claim;
c) the Covered Individual or their agent's failure to provide complete information; or
d) the Covered Individual not being eligible for coverage.

The Covered Individual or the recipient of Benefits must reimburse us in full. We will determine the repayment method, including without limitation, reducing or withholding their Weekly Benefit Amount or any Benefits payable to them under this or any Other Policy issued by us. No tax credit will be given until the overpayment has been recovered in full.

If an overpayment is discovered, the Employer or Covered Individual may dispute the overpayment determination by following the process outlined in the APPEALS section of this Policy. The appeal can be made regarding the overpayment determination itself or the amount of the overpayment.

If it is found that we paid less Benefits than required under the Policy, we will make additional payment(s), as necessary.

APPEALS

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Policy.

Claim review and appeals are handled according to the Statute and Regulations.

PROCESS FOR FILING AN APPEAL

To appeal a denied claim, the Covered Individual or Employee or their authorized representative must notify us within 30 calendar days after receiving notice of our determination. If the Covered Individual or Employee needs more time for Good Cause, an extension of time may be granted.

The Covered Individual's or Employee's appeal request must be submitted to us in writing and must include the following:

a) identification of the claim decision being appealed;
b) summary of the basis of the appeal; and
c) any documentation necessary to support the appeal.

Appeal requests submitted to us may be sent to the address outlined in the CLAIM PROVISIONS section of this Policy. We will provide a written notice of our decision of the appeal. If we uphold the initial claim decision, a written notice will be provided. The Covered Individual or Employee may appeal to the Department within 30 calendar days from the date the appeal decision was issued. A hearing may be held with the Department through the appeal process as established under the Statute and Regulations.

NOTICE

If the administration of this Policy is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the Covered Individual or Employee may contact the U.S. Department of Labor, Employee Benefits Security Administration (EBSA), for further review of their claim or to ask questions about their rights under ERISA.

DEFINITIONS

The defined terms used in this Policy are shown in this section. With the exception of *our, we, us, they, them and their*, we have capitalized these terms wherever they appear to make them easier for the Covered Individual or Employee to find.

The definitions set forth below apply to both the singular and plural versions of the defined term. Definitions may be further defined by the Statute and Regulations as referenced below.

Active Duty has the same meaning given in United States Code, title 29, section 2611(14), and includes domestic deployment.

Average Weekly Wage means one-thirteenth of the Wages paid during the quarter of the Covered Individual or Employee's Base Period in which the total Wages were highest.

Base Period means the most recent four completed Calendar Quarters before the effective date of a Covered Individual or Employee's application for Medical Leave or Family Care Leave Benefits, if the application has an effective date occurring after the month following the most recent completed Calendar Quarter. If the application has an effective date that is during the month following the most recent completed Calendar Quarter, then the Base Period is the first four of the most recent five completed Calendar Quarters.

Benefit means monetary payments under the Statute and Regulations for Medical Leave or Family Care Leave, unless otherwise indicated by context.

Benefit Year means a 12-month period measured forward from a Covered Individual's first day of leave taken.

Bonding Leave means time spent by a Covered Individual who is a biological, adoptive, or foster parent with a biological, adopted, or foster child in conjunction with the child's birth, adoption, or placement. All time must be taken within the first 12 months of the birth, adoption, or placement of the child.

Calendar Quarter means the period of three consecutive calendar months ending on March 31, June 30, September 30, or December 31.

Covered Individual means:

a) an Employee who meets the financial eligibility requirements of section 268B.04, subdivision 2, if services provided are covered employment under subdivision 15; or
b) a self-employed individual or independent contractor who has elected coverage under section 268B.11 and who meets the financial eligibility requirements under section 268B.11.

Covered Individual does not include:

a) an independent contractor or self-employed individual who has not elected coverage under section 268B.11;
b) Employees of the United States of America; or
c) employment by a seasonal employee, as defined in subdivision 35.

Department means the Minnesota Department of Employment and Economic Development.

Effective Date of Leave means the date of first absence associated with a leave under section 268B.09.

Employee means a person who performs services of whatever nature for an Employer.

Employee does not include:

a) an independent contractor or self-employed individual who has not elected coverage under section 268B.11;
b) Employees of the United States of America; or
c) employment by a seasonal employee, as defined in subdivision 35.

Employer means the policyholder.

Family Care Leave means leave requested by a Covered Individual or Employee to:

a) care for a Family Member with a Serious Health Condition;
b) for Bonding Leave;
c) leave related to a Qualifying Exigency; or
d) Safety Leave.

Family Member means with respect to a Covered Individual or Employee:

a) spouse or domestic partner;
b) a child, including a biological child, adopted child, foster child, stepchild, child of a domestic partner, or child to whom the Covered Individual or Employee stands in loco parentis, is a legal guardian, or is a de facto custodian;
c) a Parent or legal guardian of the Covered Individual or Employee;
d) a sibling;
e) a grandchild or spouse's grandchild;
f) a grandparent or spouse's grandparent;
g) a son-in-law or daughter-in-law; and
h) an individual who has a personal relationship with the Covered Individual or Employee that creates an expectation and reliance that the Covered Individual or Employee care for the individual without compensation whether or not the Covered Individual or Employee and the individual reside together.

Good Cause means timely notification was delayed due to circumstances outside of the control of the Covered Individual or Employee and was for a reason that would have prevented a reasonable person acting with due diligence from filing in a timely manner.

Health Care Provider means:

a) an individual who is licensed, certified, or otherwise authorized under law to practice in the individual's scope of practice as a physician, physician assistant, podiatrist, osteopath, surgeon, advanced practice registered nurse, an alcohol and drug counselor as defined in section 148F.01, subdivision 5, or a mental health professional as defined in section 245I.02, subdivision 27; or
b) any other individual determined by the commissioner by rule, in accordance with the rulemaking procedures in the Administrative Procedure Act, to be capable of providing health services.

Initial Week means the first seven days of a leave. For Intermittent Leave, Initial Week means seven consecutive calendar days from the Effective Date of Leave and does not mean the aggregate accumulation of seven days of leave.

Intermittent Leave means a Covered Individual taking varying periods of Medical Leave or Family Care Leave and returning to work throughout a period of approved covered leave time. Intermittent Leave may be planned or unplanned.

Maximum Weekly Benefit Amount means the state's average weekly wage as calculated under section 268.035, subdivision 23.

Maximum Weekly Benefit Amount means the state's average weekly wage as calculated under section 268.035, subdivision 23.

Medical Leave means leave due to a Serious Health Condition that makes the Covered Individual unable to work including Medical Care Related to Pregnancy.

Military Member means a current or former member of the United States armed forces including a member of the National Guard or reserves, who, except for a deceased Military Member, is a resident of the state and is a Family Member of the Covered Individual taking leave related to Qualifying Exigency.

Other Policy means any other group insurance policy the Employer has with us or any of our affiliates.

Our, We, Us means United of Omaha Life Insurance Company.

Paid Leave means leave taken under Medical Leave or Family Care Leave.

Parent means the biological, adoptive, de facto custodian, foster Parent, stepparent or legal guardian of the Covered Individual or Employee or the Covered Individual or Employee's spouse, or an individual who stood in loco parentis to a Covered Individual or Employee when the Covered Individual or Employee was a child.

Policy means this document that describes the Benefits, terms, conditions, exclusions and limitations of the insurance issued to the Employer by us.

Policy Effective Date means January 1, 2026.

Qualifying Exigency means a need arising out of a Military Member's Active Duty service or notice of an impending call or order to Active Duty in the United States armed forces, including:

a) providing for the care or other needs of the Family Member's child or other dependent;
b) making financial or legal arrangements for the Family Member;
c) attending counseling;
d) attending military events or ceremonies;
e) spending time with the Family Member during a rest and recuperation leave or following return from deployment; or
f) making arrangements following the death of the Military Member.

Safety Leave means leave from work because of domestic abuse, sexual assault, or stalking of the Covered Individual or Family Member of a Covered Individual provided the leave is to:

a) seek medical attention related to the physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
b) obtain services from a victim services organization;
c) obtain psychological or other counseling;
d) seek relocation due to the domestic abuse, sexual assault, or stalking; or
e) seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to, or resulting from, the domestic abuse, sexual assault, or stalking.

Serious Health Condition means:

a) a physical or mental illness, injury, impairment, condition, or substance use disorder that involves:
    1. inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity; or
    2. continuing treatment or supervision by a Health Care Provider which includes any one or more of the following:
        i. a period of incapacity of seven or more days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves;
            A. treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances beyond the individual's control prevent a follow-up visit from occurring as planned, by a Health Care Provider or by a provider of health care services under orders of, or on referral by, a Health Care Provider; or
            B. treatment by a Health Care Provider on at least one occasion that results in a regimen of continuing treatment under the supervision of the Health Care Provider;
        ii. a period of incapacity due to Medical Care Related to Pregnancy;
        iii. a period of incapacity or treatment for a chronic health condition that:
            A. requires periodic visits, defined as at least twice a year, for treatment by a Health Care Provider or under orders of, or on referral by, a Health Care Provider;
            B. continues over an extended period of time, including recurring episodes of a single underlying condition; and
            C. may cause episodic rather than continuing periods of incapacity;
        iv. a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The Covered Individual or Family Member must be under the

continuing supervision of, but need not be receiving active treatment by, a Health Care Provider; or

v. a period of absence to receive multiple treatments, including any period of recovery from the treatments, by a Health Care Provider or by a provider of health care services under orders of, or on referral by, a Health Care Provider, for:

A. restorative surgery after an accident or other injury; or

B. a condition that would likely result in a period of incapacity of more than seven full calendar days in the absence of medical intervention or treatment.

b) For the purposes of paragraph (a), clauses (1.) and (2.), treatment by a Health Care Provider means an in-person visit or telemedicine visit with a Health Care Provider, or by a provider of health care services under orders of, or on referral by, a Health Care Provider.

c) For the purposes of paragraph (a), treatment includes but is not limited to examinations to determine if a Serious Health Condition exists and evaluations of the condition.

d) Absences attributable to incapacity under paragraph (a), clause (2.), item (ii) or (iii), qualify for leave even if the Covered Individual or the Family Member does not receive treatment from a Health Care Provider during the absence, and even if the absence does not last more than seven consecutive, full calendar days.

State Average Weekly Wage means the weekly wage calculated under section 268.035, subdivision 23.

Their, Them, They means the Covered Individual or Employee who may be eligible or insured under the Policy.

Typical Workweek means the average number of hours worked per week by a Covered Individual or Employee prior to the effective date of a claim application.

Wages has the meaning given in section 268.035, subdivision 29.

Weekly Benefit Amount means the amount of Paid Leave benefits computed under section 268B.04.

Minnesota Paid Family and Medical Leave Benefits

Velosity Buyer, LLC d/b/a Velosity

Group Number: G000CHK8

United of Omaha Life Insurance Company

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Omaha, Nebraska 68175