

Safelite Group, Inc.
Group Contract
CG-71403-NY



THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Group Insurance Contract

Contract Holder: SAFELITE GROUP, INC.

Group Contract No.: CG-71403-NY

Prudential will provide or pay the benefits described in the Certificate(s) of Insurance and any Supplement(s) to the Certificate(s) of Insurance listed in the Schedule of Certificates, subject to the Group Contract's terms. This promise is based on the Contract Holder's application and payment of the required premiums.

All of the provisions of the Certificate(s) of Insurance and any Supplement(s) to the Certificate(s) of Insurance, attached to and made a part of the Group Contract, apply to the Group Contract as if fully set forth in the Group Contract.

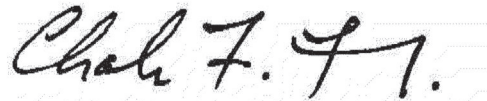
The Group Contract takes effect on the Contract Date, if it is duly attested under the Group Contract Schedule. It continues as long as the required premiums are paid, unless it ends as described in its General Rules. But, the Group Contract is subject to the acceptance of the Certificate(s) of Insurance and any Supplement(s) to the Certificate(s) of Insurance by the Workers' Compensation Board of the State of New York.

The Group Contract is delivered in and is governed by the laws of the State of New York.

The Group Contract is non-participating. This means that it will not share in Prudential's profits or surplus earnings, and Prudential will pay no dividends on it.



Secretary



Chief Executive Officer

Group Contract Schedule

Contract Date: April 1, 2023

Contract Anniversaries: January 1 of each year, beginning in 2024.

Premium Due Dates: The Contract Date, and quarterly on the first day of the month thereafter.

Premium Rates:

DBL Coverage: \$7.070 per Employee per month.

PFL Coverage: The premium rates for paid family leave benefits are those set by the New York State Department of Financial Services. Those rates will be shown on the billing notice(s) sent to the Contract Holder (subject to any subsequent corrections). Prudential does not have the right to set or change the premium rates for paid family leave benefits.

The premium may be adjusted during the term of the Group Contract to reflect changes to the commissions or fees paid to an insurance producer for the Group Contract, if any.

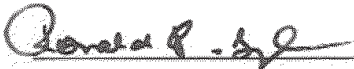
Associated Companies: Associated Companies are employers who are the Contract Holder’s subsidiaries or affiliates and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

INCLUDED EMPLOYERS

Included Employers under the Group Contract are the Contract Holder and its Associated Companies, if any.

The Contract Holder must let Prudential know, in writing, when an employer listed as an Associated Company is no longer one of its subsidiaries or affiliates.

Table of Contents (as of the Contract Date): The Group Contract includes these forms with a 112251 prefix: DBCOV 5001, DBGCS 5001, DBGR 5001, DBSCH 5001, DBPFL 5005, DBAPP 5002.

Attest:  _____

General Rules

A. BENEFITS.

Prudential will provide or pay the benefits described in the Certificate(s) of Insurance and any Supplement(s) to the Certificate(s) of Insurance only for a disability which begins while the Group Contract is in effect. But, if an employee's employment with an Included Employer ends while the Group Contract is in effect, Prudential will provide or pay the benefits for a disability which begins (a) within four weeks of the end of employment; and (b) before the first day on which the employee is employed by another employer, other than an Included Employer, who is a covered employer under the Disability Benefits Law.

B. PROVISIONS REQUIRED BY DISABILITY BENEFITS LAW.

The Chairperson of the Workers' Compensation Board of the State of New York has the right to enforce in the name of the people of the State of New York for the benefit of the person entitled to the benefits insured under the Group Contract, either by filing a separate application or by making Prudential a party to the original application, Prudential's liability in whole or in part for the payment of such benefits. But payment in whole or in part of these benefits by either an Included Employer or Prudential will be a bar to the recovery against the other of the amount so paid.

As between an insured employee and Prudential, notice to an Included Employer or knowledge on the part of an Included Employer of the occurrence of an injury or sickness suffered by an insured employee is deemed notice to or knowledge on the part of Prudential; jurisdiction of an Included Employer will, for the purpose of the Disability Benefits Law, be jurisdiction of Prudential, and Prudential will in all things be bound by and subject to the orders, findings or decisions made in connection with the payment of benefits under the Disability Benefits Law.

Bankruptcy or insolvency of an Included Employer will not relieve Prudential of any of its obligations under the Group Contract.

Notwithstanding any other provision of the Group Contract, benefits payable under the Group Contract will be payable at least to the extent and in the manner and subject to the conditions required by the terms of an Included Employer's provisions of benefits under the Disability Benefits Law.

C. PROOF OF CLAIM.

An Included Employer will give to Prudential as soon as possible any notice or proof of claim for disability benefits received by the Included Employer. An Included Employer will also give to Prudential full details of any claim for disability benefits.

D. STATUTORY ASSESSMENTS.

Prudential will pay the assessments levied on the total payrolls of insured employees as required by Sections 214-2, 214-3, and 228 of the Disability Benefits Law.

E. PAYMENT OF PREMIUMS - GRACE PERIOD.

Premiums are to be paid by the Contract Holder to Prudential. Each may be paid at a Prudential office or to one of its authorized agents. One is due on each Premium Due Date stated in the Group Contract Schedule. The Contract Holder may pay each premium other than the first within 31 days of the Premium Due Date without being charged interest. Those days are known as the grace period. The Contract Holder is liable to pay premiums to Prudential for the time the Group Contract is in force.

Prudential may end the Group Contract for non-payment of premium by providing written notice to the Contract Holder, to each affected Included Employer and to the Chairperson of the Workers' Compensation Board of the State of New York. The notice will state when cancellation is effective. This date will not be less than 10 days after the date the notice is furnished. If insurance with another insurer becomes effective before the cancellation date stated in the notice, the cancellation will be effective as of the effective date of the other insurance.

F. PREMIUM AMOUNTS.

The premium due on each Premium Due Date is the sum of the premium charges for the insurance under the Coverage. Those charges are determined from the premium rates then in effect and the employees then insured.

G. PREMIUM RATE CHANGES.

The premium rates in effect on the Contract Date are shown in the Group Contract Schedule. Prudential has the right to change premium rates:

- (1) As of any Premium Due Date; and
- (2) As of any date that a division, subsidiary or associated company is added or deleted; and
- (3) For a Coverage, as of any date that the extent or nature of the risk under that Coverage is changed: (a) by amendment of the Group Contract; or (b) by reason of any provision of law or any governmental program or regulation; or (c) because the plan design is changed; or (d) because the number of insured persons changes by 10% or more.

But, unless the Group Contract Schedule or an amendment states otherwise, (1) above will not be used to change premium rates for an insurance or any part that has separate rates before January 1, 2026.

Prudential will tell the Contract Holder when a change in the premium rates is made.

H. END OF THE GROUP CONTRACT OR OF AN INSURANCE.

Prudential may end the Group Contract or a coverage of the Group Contract at any time by providing written notice to the Contract Holder, to each affected Included Employer and to the Chairperson of the Workers' Compensation Board of the State of New York. The notice will state when cancellation is effective. If cancellation is for any reason other than non-payment of premium, this date will not be less than 30 days after the notice is furnished. If insurance with another insurer becomes effective before the cancellation date stated in the notice, the cancellation will be effective as of the effective date of the other insurance.

The Group Contract or a coverage of the Group Contract may be ended by Prudential in its own behalf or upon the written request of the Contract Holder. The Contract Holder is liable to pay premiums to Prudential for the time the Group Contract is in force.

I. RECORDS - INFORMATION TO BE FURNISHED.

Either the Contract Holder or Prudential, as they agree, will keep a record of the insured employees. It will contain the key facts about their insurance.

At the times set by Prudential, the Contract Holder will send the data required by Prudential to perform its duties under the Group Contract, and to determine the premium rates. All records of the Contract Holder which bear on the insurance must be open to Prudential for its inspection at any reasonable time.

Prudential will not have to perform any duty that depends on such data before it is received in a form that satisfies Prudential. The Contract Holder may correct wrong data given to Prudential, if Prudential has not been harmed by acting on it. An employee's insurance under a Coverage will not be made invalid by failure of the Contract Holder, due to clerical error, to record or report the employee for that insurance.

J. THE CONTRACT - INCONTESTABILITY OF THE CONTRACT.

The entire Group Contract consists of: (1) the Certificate(s) of Insurance and any Supplement(s) to the Certificate(s) of Insurance listed in the Schedule of Certificates, a copy of which is attached to the Group Contract; (2) the forms shown in the Table of Contents as of the Contract Date; (3) the Contract Holder's application, a copy of which is attached to the Group Contract; and (4) any endorsements or amendments to the Group Contract.

No statement of the Contract Holder will be used in any contest of the insurance under the Group Contract.

There will be no contest of the validity of the Group Contract, except for not paying premiums, after it has been in force for one year.

K. MODIFICATION OF THE GROUP CONTRACT.

The Group Contract may be amended, at any time, without the consent of the insured employees or of anyone else with a beneficial interest in it. This can be done through written request made by the Contract Holder and agreed to by Prudential. But an amendment will not affect a claim incurred before the date of change.

Only an officer of Prudential has authority: to waive any conditions or restrictions of the Group Contract; or to extend the time in which a premium may be paid; or to make or change a contract; or to bind Prudential by a promise or representation or by information given or received. A Prudential agent is not an officer.

No change in the Group Contract is valid unless shown in:

- (1) an endorsement on it signed by an officer of Prudential; or
- (2) an amendment to it signed by the Contract Holder and by an officer of Prudential.

But a change in the Group Contract may be made in an amendment to it that is signed only by an officer of Prudential if:

- (a) The amendment reflects a change in the Group Contract that has been automatically made to satisfy the requirements of any state or federal law or regulation that applies to the Group Contract. This change is known as a Statutory Amendment.

- (b) The amendment reflects a change in Prudential's administration of its group insurance benefits and is intended to apply to all group insurance contracts which are affected by the change. This change is known as a Portfolio Amendment. Prudential will give the Contract Holder written notice of its intent to make a Portfolio Amendment in the Group Contract at least 31 days in advance of the effective date of the Amendment. When the Group Contract is so amended, payment by the Contract Holder of the next premium due under the Group Contract will constitute acceptance of the Portfolio Amendment, unless the Contract Holder has rejected the Amendment, in writing, prior to its effective date.
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Schedule of Certificates

Effective Date: April 1, 2023

Group Contract No.: CG-71403-NY

This Schedule of Certificates sets forth the Certificate(s)/Cancellation of Insurance and any Supplement(s) to the Certificate(s) of Insurance that apply to each Covered Class under the Group Contract listed below as of the Effective Date.

1. Covered Class:

All employees of SAFELITE FULFILLMENT, INC. eligible under the New York State Disability Benefits Law

Certificate/Cancellation of Insurance that Applies to this Covered Class:

The Certificate/Cancellation of Insurance:

- (a) dated March 28, 2023;
 - (b) prepared for Group Contract No. CG-71403-NY;
 - (c) with the Effective Date of April 1, 2023.
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THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
(PRUDENTIAL)
751 Broad Street, Newark, NJ 07102

Rider

Family Leave Benefits

This rider amends your New York Statutory Disability Benefits Law (DBL) policy to provide family leave (PFL) benefits as required by law and described below. This rider replaces any previous family leave benefits rider. This rider is subject to all of the provisions of the DBL policy except as specifically modified by this rider. This rider and the DBL policy to which it is attached are governed by the laws of New York State.

This rider is effective April 1, 2023.

I. DEFINITIONS.

Arbitration means the submission of a dispute to one or more impartial persons (as selected by the Chair) for a final and binding decision, known as an award.

Average Weekly Wage means for the purpose of computing the PFL benefit, the amount determined by dividing either the total wages of the employee in the employment of his last covered employer for the eight weeks or portion thereof that the employee was in such employment immediately preceding and including his last day worked prior to the first day of PFL, or the total wages of the last eight weeks or portion thereof immediately preceding and excluding the week in which PFL began, whichever is the higher amount, by the number of weeks or portion thereof of such employment.

For a sole proprietor, a member of a limited liability company, a member of a limited liability partnership, or other self-employed person who elects coverage under Article 9 of the Workers' Compensation Law (WCL), *average weekly wage* shall be determined by computing such person's total net income in the 52 week period immediately preceding the period of leave and dividing such total wages by 52.

Chair means the Chair of the NYS Workers' Compensation Board (WCB).

Child means a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, or the person to whom the employee stands in loco parentis.

Family Member means a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner.

Foreseeable Qualifying Events include an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of a family member, the planned medical treatment for a serious injury or illness of a covered service member, or other known military exigency.

Grandchild means a child of the employee's child.

Grandparent means the parent of the employee's parent.

Parent means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

Providing Care may include necessary physical care, emotional support, visitation, assistance in treatment, transportation, arranging for a change in care, assistance with essential daily living matters, and personal attendant services.

Serious Health Condition means an illness, injury, impairment, or physical or mental condition, including transplantation preparation and recovery from surgery related to organ or tissue donation, that involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or continuing supervision by a health care provider.

Sibling means a biological or adopted sibling, a half-sibling or stepsibling.

Statewide Average Weekly Wage means the average weekly wage of employees in this State for the previous calendar year as reported by the NYS Commissioner of Labor.

Superintendent means the Superintendent of the NYS Department of Financial Services.

Wages means the money rate at which employment with a covered employer is recompensed by the employer as more fully set forth in 12 NYCRR 357.1 and in the case of a self-employed person, the person's self-employment income as defined in 26 U.S.C. § 1402(b).

II. ELIGIBILITY: ELIGIBLE EMPLOYEES.

- A.** A New York employee of a New York covered employer whose regular employment schedule is 20 or more hours per week will become eligible to receive PFL benefits during employment with such employer if:
- (1) the employee has been in employment of the covered employer for at least 26 consecutive work weeks preceding the first full day leave begins;
 - (2) the employee has been in employment of the covered employer during the work period usual to and available during the entirety of at least 26 consecutive weeks preceding the first full day leave begins in any trade or business in which the employee is regularly employed and in which hiring from day to day is the usual employment practice; or
 - (3) the employee has been in employment of the covered employer during the work period usual to and available during the entirety of at least 26 consecutive weeks preceding the first full day leave begins and such consecutive weeks are tolled by the employer during periods of absence that are due to the nonconsecutive nature of that employment and employment is not terminated during those periods of absence.
- B.** A New York employee of a New York covered employer whose regular employment schedule is less than 20 hours per week will become eligible to receive PFL benefits during employment with such employer if the employee has been in employment of the covered employer and has worked 175 days in such employment preceding the first full day leave begins.

- C. The use of scheduled vacation time; the use of personal, sick or other time away from work that has been approved by the employer; or other periods where the employee is away from work but is still considered to be an employee by the employer are counted as days/weeks of employment for purposes of determining eligibility to receive PFL benefits during employment, so long as the required PFL premium is paid by the employee during such periods of time.
- D. Periods of temporary disability taken pursuant to DBL shall not be counted as days/weeks of employment for purposes of determining eligibility to receive PFL benefits during employment.
- E. An employee who is eligible for both DBL benefits and PFL benefits during the same period of 52 consecutive calendar weeks shall not receive more than 26 total weeks of combined DBL benefits and PFL benefits during that period of time.
- F. FMLA. In the event that a period of PFL benefits received by an eligible employee is concurrently designated as leave pursuant to the Family and Medical Leave Act ("FMLA") by an employer, the employer shall comply with the notification requirements pursuant to 12 NYCRR 380-2.5(g).

III. PREMIUM.

- A. The employer is responsible to collect the premium contributions for the statutory PFL coverage from each covered employee. The employer is not required to fund any portion of the statutory PFL benefit.
- B. The employer may collect employee premium contributions for PFL while an employee is receiving PFL benefits.
- C. The employer may not collect employee premium contributions for PFL if an employee is taking DBL leave and has not yet acquired eligibility for PFL benefits.

IV. STATUTORY PFL BENEFITS.

- A. An eligible employee may be entitled to benefits for leave taken from work for the following qualifying events:
 - (1) To participate in providing care, including physical or psychological care for a family member of the employee made necessary by a serious health condition of the family member;
 - (2) For the employee to bond with the employee's child:
 - during the first 12 months after the child's birth;
 - during the first 12 months after the placement of the child for adoption or foster care; or
 - before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed; or
 - (3) Due to any qualifying exigency pursuant to FMLA, arising out of active duty or an impending call or order to active duty in the Armed Forces of the United States for the spouse, domestic partner, child or parent of the employee.

B. The weekly benefit for family leave commencing on or after January 1, 2021 shall be:

- up to 12 weeks during any 52 consecutive week period; and
- paid at 67% of the employee's average weekly wage, not to exceed 67% of the statewide average weekly wage.

The benefit rate for the employee's period of family leave shall be the rate that is in effect on the first day of family leave taken.

52 consecutive weeks is computed retroactively to the first day for which benefits are currently being claimed. A single claim may not cover more than 52 consecutive weeks.

C. Liability of Prudential. The liability for PFL benefits payable for a single qualifying event in a 52-week period shall be the liability of Prudential if Prudential was providing coverage on the first day of family leave.

V. REQUESTING PFL BENEFITS.

A. Foreseeable Leave.

- (1) The employee must provide 30-days advance notice to the employer prior to the first day of leave taken for a foreseeable qualifying event. If 30-days advance notice is not practicable, then notice must be given as soon as practicable. A sole proprietor, member of a limited liability company, member of a limited liability partnership or other self-employed person, must provide 30-days advance notice to Prudential prior to the first day of leave taken for a foreseeable qualifying event or as soon as practicable.
- (2) The advance notice must include the anticipated timing and duration of the leave for:
 - (a) continuous leave; or
 - (b) intermittent leave. The employee should consult the employer on whether the employer may require the employee to provide notice as soon as practicable before each day of intermittent leave. The employee shall advise the employer and Prudential of the schedule of intermittent leave. Prudential may withhold payment pending submission of a request for payment together with the dates of intermittent leave.
- (3) The employee shall advise the employer of any change in the timing and/or duration of the leave. The sole proprietor, member of a limited liability company, member of a limited liability partnership or other self-employed person shall advise Prudential of any change in the timing and/or duration of the leave.
- (4) If the employee fails to give 30-days advance notice of foreseeable leave to the employer, the employer may request that Prudential delay the payment of benefits to the employee (known as a partial denial) for a period of up to 30 days from when the notice was given.

B. Unforeseeable Leave.

- (1) When the need for continuous leave is unforeseeable, the employee must provide notice to the employer as soon as practicable. When the need for leave is unforeseeable, the sole proprietor, member of a limited liability company, member of a limited liability partnership or other self-employed person must provide notice to Prudential as soon as practicable.

- (2) When the need for intermittent leave is unforeseeable, the employer may require the employee to provide notice as soon as practicable before each day of intermittent leave. The employee shall advise the employer and Prudential of the schedule of intermittent leave. Prudential may withhold payment pending submission of a request for payment together with the dates of intermittent leave.

C. Requirements for Filing a Claim.

- (1) The employee requests PFL benefits by completing the request for PFL which is either the PFL-1 claim form available on the New York State Paid Family Leave website or from Prudential, or the format designated by Prudential.
- (2) The employee provides the employer with the request for PFL to complete the employer information section. The employer must complete its section and return the completed request to the employee within 3 business days. Prudential may not deny a claim for failure of the employer to complete its section.
- (3) The employee completes the appropriate certifications or proof of claim documentation. No benefits are required to be paid by Prudential until the completed request for PFL together with the necessary certifications or proof of claim documentation have been submitted to Prudential. (See item H. Certification/Proof of Claim Documentation below for additional information.)
- (4) The employee submits the completed request for PFL together with the necessary certifications or proof of claim documentation to Prudential no later than 30 days from the first day of leave. For a previously unspecified day of intermittent leave, the request for payment must be made within 30 days of the leave. If the Chair agrees that it was not reasonably possible to furnish the completed request for PFL together with the necessary certifications or proof of claim documentation within 30 days, then it must be submitted as soon as possible within the period of actual leave taken pursuant to Section IV. B. above.
- (5) Once Prudential receives the completed request for PFL together with the necessary certifications or proof of claim documentation, Prudential must pay or deny the claim within 18 days.
- (6) Prudential shall make all reasonable efforts, consistent with the principles set forth in Executive Order 26, issued October 6, 2011, to communicate with respect to the PFL claim in the language identified by the employee in the request for PFL.

D. Alternate Request for PFL (not using the PFL-1 claim form).

- (1) Prudential will immediately provide an acknowledgment of receipt and a claim identification number when Prudential receives a request for PFL in a format designated by Prudential other than the PFL-1 claim form.
- (2) Within 5 business days of receipt of an incomplete alternate request for PFL, Prudential will provide the employee with a list of the required missing information and the following:
 - (a) information on how to properly complete the request for PFL; and
 - (b) information regarding arbitration.

- (3) When a PFL claim is denied without prejudice because it is incomplete, the employee must refile within 30 days of the first day of leave. If the employee does not refile the completed request for PFL together with the necessary certifications or proof of claim documentation within 30 days of the first day of leave, Prudential may deny the claim.
 - (4) Once Prudential receives the completed request for PFL together with the necessary certifications or proof of claim documentation, Prudential must pay or deny the claim within 18 days.
- E. Incomplete Request for PFL using the PFL-1 claim form.**
- (1) Prudential may deny a claim for PFL without prejudice within 18 days if:
 - (a) the claim is incomplete; or
 - (b) the certification or proof of claim documentation is insufficient.
 - (2) Prudential must notify the employee of each piece of required missing information.
 - (3) When a PFL claim is denied without prejudice, the employee must refile within 30 days of the first day of leave. If the employee does not refile the completed request for PFL together with the necessary certifications or proof of claim documentation within 30 days of the first day of leave, Prudential may deny the claim.
 - (4) Once Prudential receives the completed request for PFL together with the necessary certifications or proof of claim documentation, Prudential must pay or deny the claim within 18 days.
- F. Advance Request for PFL for Foreseeable Qualifying Events.**
- (1) An Advance Request for PFL for a foreseeable qualifying event shall not be denied on the grounds that the request for PFL is incomplete.
 - (2) Within 5 business days of receipt of an incomplete request for PFL, Prudential will provide the employee with:
 - (a) notice that the claim is pending;
 - (b) a list of the required missing information;
 - (c) instructions for how to submit the missing information; and
 - (d) contact information.
 - (3) Once Prudential receives a completed request for PFL, Prudential shall provide the employee a confirmation of receipt of the completed claim within 3 business days.
 - (4) If a completed request for PFL is received more than 18 days before the occurrence of a qualifying event, Prudential shall send payment to the employee within 5 days following the qualifying event.
- G. Denial of PFL Benefits.** If Prudential denies a request for PFL for reasons other than the claim is incomplete or the certification or proof of claim documentation is insufficient, the employee may not refile. A PFL denial must state the reason, repeat any relevant information filed in the request and include any other information considered by Prudential in making the decision.

H. Certification/Proof of Claim Documentation.

- (1) **Certification Updates.** Prudential may require updates to the request for PFL, certifications, or proof of claim documentation for subsequent periods of PFL not covered by the initial documentation during the 52-week period following the initial request for PFL.
- (2) **Bonding Certification.** For PFL taken to bond with the employee's child, the required information to be included in the certification is contained in the PFL-2 form available on the New York State Paid Family Leave website or from Prudential.
- (3) **Certification of a Serious Health Condition.**
 - (a) It is the employee's responsibility to obtain a medical certification from a health care provider and to provide Prudential with the complete and sufficient certification for PFL taken due to the serious health condition of a family member. Failure to provide the certification may result in the denial of PFL benefits.
 - (b) The required information to be included in the certification from the health care provider is contained in the PFL-4 form available on the New York State Paid Family Leave website or from Prudential.
- (4) **Certification Relating to a Qualifying Military Exigency.**
 - (a) It is the employee's responsibility to submit a certification for PFL taken due to a qualifying military exigency. The information to be included in the certification is contained in the PFL-5 form on the New York State Paid Family Leave website or from Prudential.
 - (b) Prudential may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on active duty or called to active duty status, and the dates of the military member's active duty service.
 - (c) If the qualifying military exigency involves rest and recuperation leave, the employee must provide a copy of the military member's rest and recuperation orders, or other documentation issued by the military which indicates that the military member has been granted rest and recuperation leave and the dates of the military member's rest and recuperation leave.
 - (d) Prudential may independently verify the employee's appointments with third parties and may verify the military member's active duty status.

VI. PAYMENT OF BENEFITS.

- A.** The first payment of benefits shall be paid within 18 days of receipt of a completed request for PFL with the necessary certification or proof of claim documentation. Thereafter, PFL benefits shall be paid biweekly. In the event a completed request for PFL is received more than 18 days before the occurrence of a qualifying event, Prudential shall send payment to the employee within five days following the qualifying event.
- B.** Payment of PFL benefits may be made in the same manner as the employee is paid wages from the employer (such as debit card, direct deposit, or check).

- C. Payment Options. If Prudential offers a choice of method of payment, Prudential will contact the employee upon the receipt of the request for PFL and may require the employee to choose between debit card or direct deposit as the method of payment, unless the employee certifies the need for payment by check. If the employee fails to choose a method of payment, Prudential may elect to make payment using either a debit card or a check. The employee may elect at a later time to change the default method of payment.
- D. If Prudential provides for payment methods in addition to a check, Prudential must provide employees with written notice that meets the requirements of 12 NYCRR 380-5.6(e).

VII. EMPLOYEE USE OF ACCRUALS AND EMPLOYER REQUEST FOR REIMBURSEMENT.

Where an employer provides an option to employees to charge all or part of unused accruals or other paid time off to receive full salary during the period of family leave and the employee exercises that option, and the employee does not file a request for PFL benefits with Prudential, the employer may request reimbursement from PFL benefits due by filing its claim for reimbursement with Prudential in accordance with Workers' Compensation Law §205(2)(c).

VIII. DISPUTE RESOLUTION.

- A. Informal Resolution. The employee and Prudential shall make every effort to informally resolve a denial of PFL benefits.
- B. Arbitration. In the event an informal resolution is unsuccessful, any party may seek a formal resolution through arbitration. Any claim-related dispute, including eligibility, benefit rate, and duration of family leave, is subject to arbitration pursuant to procedures promulgated or approved by the Chair of the Workers' Compensation Board. Awards are made in writing and are final and binding on the parties in the case subject to Article 75 of the Civil Practice Law and Rules.

IX. EXCLUSIONS AND LIMITATIONS.

- (1). Prohibition on concurrent payments. DBL and PFL benefits are not payable concurrently.
- (2). No employee shall be entitled to PFL benefits:
 - (a) For any disability occasioned by the willful intention of the employee to bring about injury to or the sickness of himself or another, or resulting from any injury or sickness sustained in the perpetration by the employee of an illegal act;
 - (b) For any day of PFL during which the employee performed work for the employer for remuneration or profit;
 - (c) For any family leave commencing before the employee becomes eligible for PFL benefits.
- (3). A sole proprietor, a member of a limited liability company, a member of a limited liability partnership, or other self-employed person who elects coverage under Article 9 of the WCL shall be subject to a waiting period of 2 years from the effective date of this rider before PFL benefits are payable. During the 2 year waiting period, premium contributions for PFL coverage shall be payable.

X. RENEWAL/CANCELLATION/TERMINATION.

The renewal/cancellation/termination provision of the DBL policy shall apply to this PFL rider. The benefits contained within this PFL rider shall renew or cancel/terminate on the same renewal date or cancellation/termination date as the DBL policy.

XI. DISCONTINUANCE.

If Prudential elects to discontinue all DBL/PFL policies in one or more group sizes (small, medium, large), Prudential will provide written notification of the proposed discontinuance to the Superintendent, in accordance with 11 NYCRR 363.6(l) and (m), at least 90 days prior to the date of discontinuance of the coverage. This notification shall be in addition to the notification to the employer required in the underlying DBL policy.

New York Disability Benefits and Paid Family Leave Insurance Employer Application

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA (PRUDENTIAL)

For Group Contract No. CG-71403-NY

Applicant: SAFELITE GROUP, INC.

Address: 7400 Safelite Way
Columbus, Ohio 43235

Form of Organization: Corporation

Unemployment Insurance Employer's Registration Number:

Federal Employer Identification Number: 31-1725961

The Group Contract is approved and its terms are accepted.

The Statutory Paid Family Leave benefits provided under the Group Contract are at the benefit amounts and duration required under Workers' Compensation Law (WCL) section 204(2).

Paid Family Leave (PFL) coverage is limited to New York employees; out of state employees are not covered for PFL.

A sole proprietor, a member of a limited liability company, a member of a limited liability partnership, or other self-employed person who elects coverage under Article 9 of the WCL shall be subject to a waiting period of 2 years from the effective date of the PFL coverage before PFL benefits are payable unless the policy is issued on or before 1/1/18 or within 26 weeks of when the employer first becomes a sole proprietor, limited liability company, limited liability partnership, or other self-employed person. During the 2 year waiting period, premium contributions for PFL coverage shall be payable.

This Application is made in duplicate. One is attached to the Group Contract. The other is to be returned to Prudential.

It is agreed that this Application replaces any previous Application for the Group Contract.

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 shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

SAFELITE GROUP, INC.

(Full or Corporate Name of Applicant)

Dated at _____

By _____
(Signature and Title)

On _____

Witness _____
(To be signed by Resident Agent where required
by law)