

RIDER

This rider forms a part of Group Policy No. 917112 001 issued to

Item E. entitled "Claim Notices by Policyholder or Employer" is changed to read:

E. CLAIM NOTICES BY POLICYHOLDER OR EMPLOYER

When the Policyholder or Employer receives notice of disability, an electronic, telephonic or written notice, as authorized by the Insurance Company, will be provided by the employee, Employer or Policyholder to the Insurance Company or any of its authorized agents. Such notice will:

1. be given as soon as reasonably possible after the first day for which benefits may be payable for such disability;
2. contain enough information to identify the Policyholder and the Employer; and
3. contain other reasonably obtainable information as to the:
  - a. time of disability;
  - b. place of disability;
  - c. circumstances of disability;
  - d. nature of disability; and
  - e. name and address of the employee.

The effective date is November 1, 2022.


Except as stated above, nothing in this rider will change or affect any provisions of the policy. The terms and conditions of the policy are incorporated into this rider so far as they may apply.

Dated at New York, New York, this 1st day of November 2023.

First Unum Life Insurance Company

Veeva Systems Inc.  
Policyholder

By \_\_\_\_\_  
Signature and Title of Officer

  
By \_\_\_\_\_  
Secretary

First Unum Life Insurance Company  
Garden City, New York  
**Rider**  
**Family Leave Benefits**

This rider forms a part of Group Policy No. 917112 001 issued to Veeva Systems Inc.

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 November 1, 2022.

**1. 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 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 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, 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.

**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 self-employed person, the person's self-employment income as defined in 26 U.S.C. subsection 1402(b).

## 2. 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:
  - i. the employee has been in employment of the covered employer for at least 26 consecutive work weeks preceding the first full day leave begins;
  - ii. 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
  - iii. 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).
3. **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.
4. **Statutory PFL Benefits**
- a. An eligible employee may be entitled to benefits for leave taken from work for the following qualifying events:
    - i. 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;
    - ii. 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
    - iii. 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 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 First Unum Life Insurance Company (herein referred to as First Unum). The liability for PFL benefits payable for a single qualifying event in a 52-week period shall be the liability of First Unum if First Unum was providing coverage on the first day of family leave.

## 5. Requesting PFL Benefits

- a. Foreseeable leave.
  - i. 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 limited liability partnership or other self-employed person, must provide 30-days advance notice to First Unum prior to the first day of leave taken for a foreseeable qualifying event or as soon as practicable.
  - ii. 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 First Unum of the schedule of intermittent leave. First Unum may withhold payment pending submission of a request for payment together with the dates of intermittent leave.
  - iii. 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 First Unum of any change in the timing and/or duration of the leave.
  - iv. If the employee fails to give 30-days advance notice of foreseeable leave to the employer, the employer may request that First Unum 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.
  - i. 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 First Unum as soon as practicable.
  - ii. 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 First Unum of the schedule of intermittent leave. First Unum may withhold payment pending submission of a request for payment together with the dates of intermittent leave.
- c. Requirements for Filing a Claim.
  - i. 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 First Unum.

- ii. 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. First Unum may not deny a claim for failure of the employer to complete its section.
- iii. The employee completes the appropriate certifications or proof of claim documentation. No benefits are required to be paid by First Unum until the completed request for PFL together with the necessary certifications or proof of claim documentation have been submitted to First Unum. (See Item g. Certification/Proof of Claim Documentation below for additional information.)
- iv. The employee submits the completed request for PFL together with the necessary certifications or proof of claim documentation to First Unum 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.
- v. Once First Unum receives the completed request for PFL together with the necessary certifications or proof of claim documentation, First Unum must pay or deny the claim within 18 days.
- vi. First Unum 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. Incomplete Request for PFL using the PFL-1 claim form.
  - i. First Unum 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.
  - ii. First Unum must notify the employee of each piece of required missing information.
  - iii. 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, First Unum may deny the claim.
  - iv. Once First Unum receives the completed request for PFL together with the necessary certifications or proof of documentation, First Unum must pay or deny the claim within 18 days.
- e. Advance Request for PFL for Foreseeable Qualifying Events.
  - i. An Advance Request for PFL for a foreseeable qualifying event shall not be denied on the grounds that the request for PFL is incomplete.
  - ii. Within 5 business days of receipt of an incomplete request for PFL, First Unum 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.
  - iii. Once First Unum receives a completed request for PFL, First Unum shall provide the employee a confirmation of receipt of the completed claim within 3 business days.

- iv. If a completed request for PFL is received more than 18 days before the occurrence of a qualifying event, First Unum shall send payment to the employee within 5 days following the qualifying event.
- f. Denial of PFL Benefits. If First Unum 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 First Unum in making the decision.
- g. Certification/Proof of Claim Documentation.
  - i. Certification Updates. First Unum 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.
  - ii. 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 First Unum.
  - iii. 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 First Unum 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 First Unum.
  - iv. 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 First Unum.
    - b) First Unum 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) First Unum may independently verify the employee's appointments with third parties and may verify the military member's active duty status.

## **6. 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, First Unum 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 First Unum offers a choice of method of payment, First Unum 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, First Unum may elect to make the 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 First Unum provides for payment methods in addition to a check, First Unum must provide employees with written notice that meets the requirements of 12 NYCRR 380-5.6(e).

**7. 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 First Unum, the employer may request reimbursement from PFL benefits due by filing its claim for reimbursement with First Unum in accordance with Workers' Compensation Law subsection 205(2)(c).

**8. Dispute Resolution**

- a. Informal Resolution. The employee and First Unum 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.

**9. Exclusions and Limitations**

- a. Prohibition on concurrent payments. DBL and PFL benefits are not payable concurrently.
- b. No employee shall be entitled to PFL benefits:
  - i. 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;
  - ii. For any day of PFL during which the employee performed work for the employer for remuneration or profit;
  - iii. For any family leave commencing before the employee becomes eligible for PFL benefits.
- c. 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.

**10. 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.

**11. Discontinuance**

If First Unum elects to discontinue all DBL/PFL policies in one or more group sizes (small, medium, large), First Unum 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.

Signed for First Unum Life Insurance Company at Garden City, New York on the Rider Effective Date.

  
Secretary

  
President

Policyholder: Veeva Systems Inc.

Policy Number: 917112 001

List of Employers: (Divisions/Subsidiaries)  
None

Policy Effective Date: November 1, 2022

Initial Premium Rate: \$3.73 per per employee per month

Premium Due and Payable: November 1 and the first day  
of each following month.

Classes of Employees Covered: All Employees eligible  
under the New York State Disability Benefits Law

NEW YORK

Policy Anniversary: January 1, 2023 and each following  
January 1.

DISABILITY

BENEFITS

First Unum Life Insurance Company  
(referred to as the Insurance Company) will pay  
benefits provided by this policy to each employee  
of an employer in the Classes of Employees Covered  
shown above. The benefits are those to which that  
employee is entitled under Section 204 of the Disability  
Benefits Law of the State of New York.

INSURANCE

POLICY

NON

All the provisions of the Disability Benefits Law of the  
State of New York are and will remain part of this policy  
as completely as if written here, so far as they apply to  
disability benefits provided by this policy.

PARTICIPATING

Signed for the Insurance Company at New York, New York  
on the Policy Effective Date.

  
Secretary

  
President

First Unum Life Insurance Company

## TABLE OF CONTENTS

SUBJECT	PAGE
DEFINITIONS	DBL.3.1
GENERAL PROVISIONS	DBL.3.1
PROVISIONS REQUIRED BY STATUTE	DBL.4
INFORMATION REQUIRED	DBL.4
CLAIM NOTICES BY POLICYHOLDER OR EMPLOYER	DBL.5
PREMIUM CALCULATIONS	DBL.5
PREMIUM PAYMENTS	DBL.6
GRACE PERIOD	DBL.6
EMPLOYEE CONTRIBUTIONS	DBL.7
ASSIGNMENT BY POLICYHOLDERS	DBL.7
CANCELLATION OF POLICY	DBL.7
STATUTORY ASSESSMENTS	DBL.7

A. DEFINITIONS

For the purposes of this policy:

1. "Calendar quarter" means the period of 3 consecutive calendar months ending on March 31, June 30, September 30 and December 31.
2. "Disability Benefits Law" means Article 9 of the Workers' Compensation Law and includes any laws which:
  - a. amend or supplement it; and
  - b. are or become effective while this policy is in force.
3. "Employee" means a person in employment with the employer and shown in the Classes of Employees Covered on the first page.
4. "Employer" means the Policyholder or any entity shown in the List of Employers on the first page.

B. GENERAL PROVISIONS

This policy provides benefits only:

1. for a disability which begins while this policy is in force; or
2. for any employee whose employment with an employer terminates while this policy is in force, for a disability which begins within 4 weeks after such termination. But this does not apply if the employee commences any work for wage or profit for anyone, including an employer shown in the list of Employers, who is covered under the Disability Benefits Law.

This policy is the entire contract between the Policyholder and the Insurance Company. It may be changed at any time by written agreement between the Insurance Company and the Policyholder. All agreements made by the Insurance Company are signed by an officer or a registrar. No other person can change or waive any terms or make any agreement that is binding on the Insurance Company. No change is valid unless it is shown to be:

1. endorsed and signed by the Insurance Company; or
2. amended and signed by the Policyholder and Insurance Company.

The Policyholder may act for and on behalf of any and all employers in all matters which pertain to this policy. Every act done by, agreement made with, or notice given to the Policyholder is binding on all such employers. But notice to the Policyholder is not notice to the employer in the case of a notice of cancellation.

C. PROVISIONS REQUIRED BY STATUTE

As between the employee and the Insurance Company:

1. notice to or knowledge on the part of the employer of an injury or sickness suffered by the employee is deemed notice or knowledge on the part of the Insurance Company; and
2. jurisdiction of the employer is, for the purpose of the Disability Benefits Law, jurisdiction of the Insurance Company.

The Insurance Company is in all things bound by and subject to the orders, findings or decisions rendered in connection with the payment of benefits under the provisions of that law.

The Chairman 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 by this policy, the liability of the Insurance Company in whole or in part for payment of benefits. Such right may be enforced by filing a separate application or by making the Insurance Company a party to the original application. But such payment of benefits in whole or in part by either the Policyholder, the employer or the Insurance Company will to the extent thereof, be a bar to the recovery against the others of the amount so paid.

Bankruptcy or insolvency of the Policyholder or an employer does not relieve the Insurance Company of any of its obligations under this policy.

Benefits payable under this policy or any amendment, rider or endorsement thereto will be payable at least to the extent required by the Disability Benefits Law.

D. INFORMATION REQUIRED

The Policyholder will furnish to the Insurance Company all information which it may need for any matters under this policy. All documents, books and records which may relate to the insurance or premiums will be open for inspection by the Insurance Company:

1. at all reasonable times while this policy is in force; and
2. within 3 years after the final termination of this policy.

E. CLAIM NOTICES BY POLICYHOLDER OR EMPLOYER

When the Policyholder or employer receives notice of disability, written notice will be given by the employer or Policyholder to the Insurance Company or any of its authorized agents. Such notice will:

1. be given as soon as possible after the first day for which benefits may be payable for such disability;
2. contain enough information to identify the Policyholder and the employer; and
3. contain other reasonably obtainable information as to the:
  - a. time of disability;
  - b. place of disability;
  - c. circumstances of disability;
  - d. nature of disability; and
  - e. name and address of the employee.

The Policyholder or employer will give immediate notice to the Insurance Company with full information as to any claim made due to disability.

F. PREMIUM CALCULATIONS

Each premium is calculated at the Initial Premium Rate shown on the first page. The premium rate is subject to any reductions or increases that the Insurance Company may make. The Insurance Company will give written notice to the Policyholder of each reduction or increase. No increase in premium is effective less than 12 months after the effective date of this policy. But the Insurance Company reserves the right to increase the premium as of the effective date of each amendment or supplement to the Disability Benefits Law if its obligations increase due to any amendment or supplement.

The premium for each calendar quarter is based on the payroll periods ending nearest the 15th day of each calendar month of the next preceding calendar quarter. Due allowance will be made for the amount of the first premium in any case where an employer becomes included in the List of Employers on a date which is not the first day of a calendar quarter.

The method of calculation of premiums may be by any method which is mutually agreed to by the Insurance Company and the Policyholder.

G. PREMIUM PAYMENTS

Premiums are payable in advance by the Policyholder at the Insurance Company's home office.

The first premium for employees of an employer shown in the List of Employers on the effective date of this policy:

1. is due and payable on that date; and
2. covers the period from that date to the day just preceding the due date of the next premium.

The first premium for employees of an employer added to the List of Employers after the effective date of this policy:

1. is due and payable, at the option of the Insurance Company, on the date such employer is added to that list; and
2. covers the period from that date to the day just preceding the due date of the next premium.

After the first premium payment, premiums are due and payable as shown on the first page of this policy.

H. GRACE PERIOD

A grace period of 60 days after the due date is given to the Policyholder for the payment of each premium, subject to the "Cancellation of Policy" section.

I. EMPLOYEE CONTRIBUTIONS

To comply with the Disability Benefits Law of the State of New York, any excess of the employees' total contributions applied to the insurance over the premiums paid by the Policyholder (less any amounts returnable) will, under the rules of the Chairman of the Workers' Compensation Board of the State of New York be:

1. paid to the Policyholder to be distributed or applied for the sole benefit of employees; or
2. applied or disposed of as prescribed in Section 216 of that law.

J. ASSIGNMENT BY POLICYHOLDERS

Assignment or transfer of the Policyholder's interest under this policy will not bind the Insurance Company without its written consent.

K. CANCELLATION OF POLICY

The Insurance Company may cancel insurance under this policy for employees of any one or more employers at any time by giving written notice to:

1. the Policyholder;
2. each employer whose employees' insurance is being cancelled; and
3. the Chairman of the Workers' Compensation Board of the State of New York.

Such notice will state when the cancellation of insurance is effective and will be:

1. delivered to the Policyholder and the employer; or
2. sent by certified mail to the Policyholder's and the employer's last known place of business.

The effective date of cancellation must be 10 or more days after the date such notice is given if the cancellation is due to nonpayment of premium. If the cancellation is due to any other reason, the effective date of cancellation must be 30 or more days after the date such notice is given. But if the employer obtains insurance with another carrier before the effective date of cancellation shown in any notice given as stated above, the cancellation will be effective on the effective date of the other insurance.

The Insurance Company will use the cancellation privilege set forth above if it receives a written request from the Policyholder or an employer to cancel the insurance under this policy for the employees of one or more employers. But such request must be received 40 or more days before the effective date of that cancellation.

The Policyholder and each employer are liable to the Insurance Company for all unpaid premiums of such employer. For any cancellation of this policy, premiums are adjusted on a pro-rata basis from the last premium due date to the date of cancellation. Any refund will be made to the Policyholder as soon as possible.

L. STATUTORY ASSESSMENTS

Under the Disability Benefits Law the Insurance Company will pay the assessments levied on the total payrolls of employees covered under this policy, pursuant to Sections 214-2, 214-3 and 228 of that law.

## OUR COMMITMENT TO PRIVACY

We understand your privacy is important. We value our relationship with you and are committed to protecting the confidentiality of nonpublic personal information (NPI). This notice explains why we collect NPI, what we do with NPI and how we protect your privacy.

### COLLECTING INFORMATION

We collect NPI about our customers to provide them with insurance products and services. This may include telephone number, address, date of birth, occupation, income and health history. We may receive NPI from your applications and forms, medical providers, other insurers, employers, insurance support organizations and service providers.

### SHARING INFORMATION

We share the types of NPI described above primarily with people who perform insurance, business and professional services for us, such as helping us pay claims and detect fraud. We may share NPI with medical providers for insurance and treatment purposes. We may share NPI with an insurance support organization. The organization may retain the NPI and disclose it to others for whom it performs services. In certain cases, we may share NPI with group policyholders for reporting and auditing purposes. We may share NPI with parties to a proposed or final sale of insurance business or for study purposes. We may also share NPI when otherwise required or permitted by law, such as sharing with governmental or other legal authorities. When legally necessary, we ask your permission before sharing NPI about you. Our practices apply to our former, current and future customers.

Please be assured we do not share your health NPI to market any product or service. We also do not share any NPI to market non-financial products and services. For example, we do not sell your name to catalog companies.

The law allows us to share NPI as described above (except health information) with affiliates to market financial products and services. The law does not allow you to restrict these disclosures. We may also share with companies that help us market our insurance products and services, such as vendors that provide mailing services to us. We may share with other financial institutions to jointly market financial products and services. When required by law, we ask your permission before we share NPI for marketing purposes.

When other companies help us conduct business, we expect them to follow applicable privacy laws. We do not authorize them to use or share NPI except when necessary to conduct the work they are performing for us or to meet regulatory or other governmental requirements.

Unum companies, including insurers and insurance service providers, may share NPI about you with each other. The NPI might not be directly related to our transaction or experience with you. It may include financial or other personal information such as employment history. Consistent with the Fair Credit Reporting Act, we ask your permission before sharing NPI that is not directly related to our transaction or experience with you.

### COVERAGE DECISIONS

If we decide not to issue coverage to you, we will provide you with the specific reason(s) for our decision. We will also tell you how to access and correct certain NPI.

#### **ACCESS TO INFORMATION**

You may request access to certain NPI we collect to provide you with insurance products and services. You must make your request in writing and send it to the address below. The letter should include your full name, address, telephone number and policy number if we have issued a policy. If you request, we will send copies of the NPI to you. If the NPI includes health information, we may provide the health information to you through a health care provider you designate. We will also send you information related to disclosures. We may charge a reasonable fee to cover our copying costs.

This section applies to NPI we collect to provide you with coverage. It does not apply to NPI we collect in anticipation of a claim or civil or criminal proceeding.

#### **CORRECTION OF INFORMATION**

If you believe the NPI we have about you is incorrect, please write us. Your letter should include your full name, address, telephone number and policy number if we have issued a policy. Your letter should also explain why you believe the NPI is inaccurate. If we agree with you, we will correct the NPI and notify you of the correction. We will also notify any person who may have received the incorrect NPI from us in the past two years if you ask us to contact that person.

If we disagree with you, we will tell you we are not going to make the correction. We will give you the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is correct. It should also include the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI. We will include your statement any time we disclose the disputed NPI. We will also give the statement to any person designated by you if we may have disclosed the disputed NPI to that person in the past two years.

#### **SAFEGUARDING INFORMATION**

We have physical, electronic and procedural safeguards that protect the confidentiality and security of NPI. We give access only to employees who need to know the NPI to provide insurance products or services to you.

#### **CONTACTING US**

For additional information about Unum's commitment to privacy and to view a copy of our HIPAA Privacy Notice, please visit [unum.com/privacy](http://unum.com/privacy) or [coloniallife.com](http://coloniallife.com). You may also write to: Privacy Officer, Unum, 2211 Congress Street, C467, Portland, Maine 04122.

We reserve the right to modify this notice. We will provide you with a new notice if we make material changes to our privacy practices.

Unum is providing this notice to you on behalf of the following insuring companies: Unum Life Insurance Company of America, Unum Insurance Company, First Unum Life Insurance Company, Provident Life and Accident Insurance Company, Provident Life and Casualty Insurance Company, Colonial Life and Accident Insurance Company and The Paul Revere Life Insurance Company.

Copyright 2015 Unum Group. All rights reserved. Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.

---

MK-1883(09/15)