

CIGNA Life Insurance Company of New York
140 East 45th Street, New York, New York 10017
A Stock Insurance Company

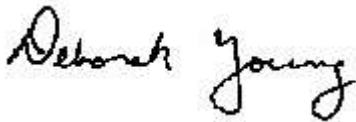
New York Disability Benefits Policy

POLICYHOLDER: OS Restaurant Partners LLC
POLICY NUMBER: NYD075015
POLICY EFFECTIVE DATE: November 1, 2012
POLICY ANNIVERSARY DATE: January 1 of each calendar year

This is a contract between us, the CIGNA Life Insurance Company of New York, and you, the policyholder named above. In return for the payment of premiums as set forth in this policy, we agree to pay the benefits to which a covered employee is entitled as defined in the New York Regulations and referenced in this policy. We will only pay benefits if the employee becomes disabled while he is covered by this policy.

This policy shall take effect on the date shown above, at 12:01 a.m. standard time in the State of New York. It will stay in force as long as the premium is paid, until it is cancelled by you or us, in accordance with its provisions.

IN WITNESS WHEREOF, we have signed this policy at New York, New York.



Deborah Young, Corporate Secretary



Matthew G. Manders, President

DEFINITIONS

Covered Employees – As used in this policy, the term “covered employees” includes all employees eligible for coverage under New York Disability Benefits law except those specified in the Application attached to this policy. A person will not be covered by this policy during any period that he was not employed by you even though this policy is in force during that period.

New York Disability Benefits Law – As used in this policy, the term “New York Disability Benefits Law” means:

- a) Article 9 of the Workers’ Compensation Law of the State of New York; and
- b) Any laws which (i) amend or supplement Article 9, and (ii) are in force or take effect while this policy is in force.

PREMIUMS

Amount of Premium – The premium rate is shown in the Application. The amount of premium shall be figured

- (a) for employers with five or fewer Covered Employees, by multiplying the annual applicable to males by the number of male Covered Employees and the annual rate applicable to females by the number of female Covered Employees and then totalling; or
- (b) for employers with more than five but fewer than 50 Covered Employees, by multiplying the quarterly rate per male employee by the number of male Covered Employees, the quarterly rate per female employee by the number of female Covered Employees and then totalling; or
- (c) for employers with more than 50 Covered Employees, either (i) or (ii)
 - (i) by multiplying the applicable quarterly rate per \$100.00 of wages by the total wages paid for the quarter, not to exceed the maximum for each Covered Employee specified in the New York Disability Benefits Law, or
 - (ii) by multiplying the quarterly rate per male employee by the number of male Covered Employees, the quarterly rate per female employee by the number of female Covered Employees and then totalling.

Premiums, calculated as described above, shall be payable annually, quarterly or monthly, as applicable. The first premium shall be due on or before the effective date of this policy. Renewal premiums shall be due on each policy anniversary if paid annually, or on the last day of each calendar quarter or month, if paid quarterly or monthly. A 31-day grace period applies to each premium after the first.

You shall figure the premium due and send this amount in full to us or to our authorized agent. You should also provide us with such information as we may require from your quarterly report to the Department of Labor.

Advance Premium – The advance premium is a deposit only. It shall be payable when the policy is delivered. It will be credited against the premium found to be due during the last calendar quarter (or part of a calendar quarter) that this policy is in force. If there is any excess, it will be returned to you.

Premiums Subject To Change – We may change the premium bases, rates, and rating plans:

- a) as of each policy anniversary date; or
- b) as of the effective date of any amendment to the New York Disability Benefits Law which affects our duties under this policy.

Any such change shall be made by an endorsement to this policy, which shall show the effective date of the change.

POLICY CANCELLATION

Cancellation of the Policy – Either you or we may cancel this policy at any time, by giving written notice to the other, and to the chairman of the Workers' Compensation Board of the State of New York. Notice shall be given to you either by delivering it to you or by sending it by registered mail to you at your last known place of business, and to the office of the chairman of the Workers' Compensation Board.

The notice shall set forth the date that the policy is to be cancelled; this date may not be less than 10 days after the date that the notice is furnished if the policy is cancelled for non-payment of premium, and not less than 30 days after the date that the notice is furnished if the policy is cancelled for any other reason. The policy will be cancelled as of the date set forth in the notice, as long as notice is provided as specified above; otherwise, at the end of the required notice period. However, if you obtain insurance with another carrier which takes effect before the date set forth in the notice, this policy will be cancelled as of the date that the other insurance takes effect.

Unearned Premiums – If this policy is cancelled, the earned premium will be figured, and the unearned premium (if any) will be returned to you. If we cancel this policy, or if you cancel this policy because you are retiring from business, then the earned premium shall be figured pro rata. If you cancel this policy for any other reason, then the earned premium shall be figured using the short rate table filed with the State of New York Insurance Department.

REQUIRED PROVISIONS

Notice and Jurisdiction – As between the covered employee and us, notice to you or knowledge by you of an injury or sickness suffered by the covered employee shall be deemed notice to us or knowledge by us, as the case may be; jurisdiction of you for the purposes of the New York Disability Benefits Law shall be jurisdiction of us; and we will in all things be bound by and subject to the orders, findings, or decisions made with regard to the payment of benefits under said law.

Enforcement by Chairman – The chairman of the Workers' Compensation Board of the State of New York shall have the right to enforce, in the name of the people of the State of New York for the benefit of the covered employee, our liability for the payment of the benefits provided by this policy, in whole or in part. He may file a separate application; or he may make us a party to the original application.

Multiple Liability – Payment in whole or in part of these benefits either by you or us shall be a bar to the recovery against the other of the amounts so paid.

Bankruptcy – We will not be relieved of any of our obligations under this policy, if you become bankrupt or insolvent.

Law Part of Policy – Each and every provision of the New York Disability Benefits Law shall be a part of this policy, as if it were written in this policy. Regardless of any provision of this policy, benefits shall be paid at least to the extent and in the manner required by, and subject to the terms of, said law.

Statutory Assessments – We will pay assessments levied on the total payroll of covered employees required by sections 214(2), 214(3), and 228 of the New York Disability Benefits Law.

Employee Contributions – If the total of contributions by employees for this coverage exceeds the total net premium for this policy, then the excess shall be applied for the sole benefit of employees, under rules of the chairman of the Workers' Compensation Board; or applied or disposed of as required by section 216 of the New York Disability Benefits Law.

If contributions are required by Covered Employees for this coverage, such contributions may not exceed 0.5% of the Covered Employee's wages, and not more than the maximum amount per week of \$0.60 as permitted by the New York Disability Benefits Law.

GENERAL PROVISIONS

Notice of Disability – If you receive notice that a covered employee is disabled, you shall give written notice as soon as reasonably possible to us, or to an agent authorized by us. This notice should state your name; the policy number; the name and address of the covered employee; and any details of the time, place, and nature of the disability that are available to you. If a disability claim is made, you should give us notice right away, with full details of the claim. Nothing contained in any other section of this policy shall relieve you of the duty to give us notice set forth above.

Entire Agreement – By accepting this policy, you agree that the statements in the Application, which is attached to and made part of this policy, are your agreements with us; that these statements are representations and not warranties; and that this policy and the Application contains the entire agreement between you and us, or any of our agents, with respect to this insurance.

Changes – No change in this policy is valid unless it has been approved by one of our executive officers. This approval must be attached to or endorsed on this policy. No agent may change this policy or waive any provision. Notice to or knowledge by an agent or any other person shall not prevent us from enforcing any of our rights under the terms of this policy.

Records Maintained; Examination and Audit – You shall furnish us with all information which we may reasonably require with respect to the coverage provided by this policy. We may examine your records, which relate to this insurance at any time that this policy is in force, within 3 years after this policy is cancelled, or later if claims are still pending.

Assignment – No assignment of your interest under this policy shall bind us, until our consent has been endorsed on this policy.

NEW YORK LIFE GROUP INSURANCE COMPANY OF NY (NYLGICNY)

51 Madison Avenue New York, New York 10010

MODIFICATION RIDER

Policyholder: **OSI Restaurant Services, LLC**

Policy Number: **NYD075015**

Effective Date of Rider: **January 1, 2023**

Classes of Employees to which this Rider applies: **All Employees covered by the Policy**

The Company and the Policyholder hereby agree that the Policy is amended as follows:

NEW YORK PAID 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, together, the Policy and governed by the laws of New York State.

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.

PFL-10000-23.NY

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).

PFL-10000-23.NY

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, 2023, 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 Insurer. The liability for PFL benefits payable for a single qualifying event in a 52-week period shall be our liability if NYLGICNY was providing coverage on the first day of family leave.

PFL-10000-23.NY

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 NYLGICNY 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 NYLGICNY of the schedule of intermittent leave. NYLGICNY 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 NYLGICNY 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 NYLGICNY 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 NYLGICNY as soon as practicable.

PFL-10000-23.NY

(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 NYLGICNY of the schedule of intermittent leave. NYLGICNY 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 the format designated by NYLGICNY.

(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. NYLGICNY 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 NYLGICNY until the completed request for PFL together with the necessary certifications or proof of claim documentation has been submitted to NYLGICNY. (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 NYLGICNY 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 NYLGICNY receives the completed request for PFL together with the necessary certifications or proof of claim documentation, NYLGICNY must pay or deny the claim within 18 days.

(6) NYLGICNY 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) NYLGICNY will immediately provide an acknowledgment of receipt and a claim identification number when NYLGICNY receives a request for PFL in a format designated by NYLGICNY other than the PFL-1 claim form.

PFL-10000-23.NY

(2) Within 5 business days of receipt of an incomplete alternate request for PFL, NYLGICNY 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, NYLGICNY may deny the claim.

(4) Once NYLGICNY receives the completed request for PFL together with the necessary certifications or proof of claim documentation, NYLGICNY must pay or deny the claim within 18 days.

E. Incomplete Request for PFL using the PFL-1 claim form.

(1) NYLGICNY 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) NYLGICNY 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, NYLGICNY may deny the claim.

(4) Once NYLGICNY receives the completed request for PFL together with the necessary certifications or proof of claim documentation, NYLGICNY 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, NYLGICNY 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 NYLGICNY receives a completed request for PFL, NYLGICNY 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, NYLGICNY shall send payment to the employee within 5 days following the qualifying event.

G. Denial of PFL Benefits. If NYLGICNY 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 NYLGICNY in making the decision.

H. Certification/Proof of Claim Documentation.

(1) Certification Updates. NYLGICNY 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 NYLGICNY.

(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 NYLGICNY 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 NYLGICNY.

(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 NYLGICNY.

(b) NYLGICNY 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.

PFL-10000-23.NY

(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) NYLGICNY 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, NYLGICNY 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 NYLGICNY offers a choice of method of payment, NYLGICNY will contact the employee upon the receipt of the request for PFL and may require the employee to choose between debit card and 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, NYLGICNY 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 NYLGICNY provides for payment methods in addition to a check, NYLGICNY 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 NYLGICNY, the employer may request reimbursement from PFL benefits due by filing its claim for reimbursement with NYLGICNY in accordance with Workers' Compensation Law §205(2)(c).

PFL-10000-23.NY

VIII. Dispute Resolution

A. Informal Resolution. The employee and NYLGICNY 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.

PFL-10000-23.NY

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 NYLGICNY elects to discontinue all DBL/PFL policies in one or more group sizes (small, medium, large), NYLGICNY 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 Life Group Insurance Company of NY

A handwritten signature in black ink that reads "Scott Berlin". The signature is written in a cursive style and is centered on the page.

Scott Berlin, President

PFL-10000-23.NY

NEW YORK LIFE GROUP INSURANCE COMPANY OF NY
51 Madison Ave.
New York, NY 10016

NAME CHANGE ENDORSEMENT

Effective March 10, 2021, this endorsement is attached to and made a part of your Cigna Life Insurance Company of New York policy or certificate.

The name New York Life Group Insurance Company of NY replaces the name Cigna Life Insurance Company of New York wherever the name is used. All other terms and conditions of the policy or certificate remain the same.

New York Life Group Insurance Company of NY has, by its President, executed this Change of Name Endorsement as of March 10, 2021.

New York Life Group Insurance Company of NY

A handwritten signature in black ink that reads "William J. Smith". The signature is written in a cursive style with a large initial "W" and a long, sweeping tail.

William J. Smith, President

NYL-DBL-4000.NY