

NEW JERSEY TEMPORARY DISABILITY BENEFITS
CERTIFICATE OF COVERAGE

The UNUM Life Insurance Company of America (referred to as "We," "Our" and "Us") welcomes your employer as a client.

This is your certificate of coverage as long as you are eligible for this insurance, become insured and remain insured. Keep it in a safe place. Check the Description of Eligible Classes to determine those benefits that apply to your employee class.

A few words about this certificate . . .

We have written it in plain English. But a few terms and Provisions are written as required by law. You will want to read it carefully. If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to our claims paying office. We will assist you in any way we can to help you understand your benefits.

Also, if the terms of your certificate of coverage and the policy differ, the policy will govern. You may examine the policy at the insurance Administrator's office. Your coverage may be terminated or modified in whole or in part at any time under the terms and provisions of the policy.



President

TABLE OF CONTENTS

Certificate of Coverage	TC.CC.1
Plan Outline	TC.PO.2.1
Terms You Ought To Know	TC.DEF.3.1
Eligibility and the Date Insurance Starts	TC.EFF.4.1
Temporary Disability Benefits For You	TC.BEN.5.1.2
Some General Information To Know	TC.GI.6.1

PLAN OUTLINE
SCHEDULE

TEMPORARY DISABILITY BENEFITS - Employees Only

- Description of Eligible Classes

All employees eligible under the New Jersey Temporary Disability Benefits Law

- Amounts of Insurance

Temporary Disability Benefit

85% of Salary to a maximum weekly benefit equal to the New Jersey TDB Statutory Plan.

All amounts are rounded to the next lower \$1.00.

The State-wide average weekly wage will be set annually by the Commissioner of Labor and Industry. It may vary from year to year.

MAXIMUM AMOUNT PAYABLE FOR 2022 \$993.00

- Day Benefits Begin:
 - 8th day accidental injury
 - 8th consecutive day sickness

Note: Benefits for the first 7 days become payable if the period of disability extends for 3 or more weeks following the first 7 days.

- Maximum Benefit Period:
 - 26 weeks accidental injury
 - 26 weeks sickness

- Pregnancy:
 - Covered the same as a sickness.

GENERAL INFORMATION

- Waiting Period

1. If you are hired on or before the policy effective date: None
2. If you are hired after the policy effective date: None

- Contributions:

The cost of your temporary disability benefits insurance is paid for by you and your employer.

Not to exceed 0.14% of wages up to the Statutory Taxable Wage Base, which is 107 times the State Average Weekly Wage set by the Commissioner of Labor each year. taxable wage base for 2022 is \$151,900.

TERMS YOU OUGHT TO KNOW

Many terms used in your certificate of coverage have special meanings. A list of these terms and meanings follows.

"Alternative base year" means the last four completed calendar quarters immediately preceding the period of disability. However, if you do not have sufficient qualifying weeks or wages in the last four completed quarters immediately preceding the period of disability, "alternative base year" means the last three completed calendar quarters immediately preceding your benefit year and, of the calendar quarter in which the period of disability commences, the portion of the quarter which occurs before the commencing the period of disability.

"Accidental injury" means harm caused solely by accident and not contributed to by any other cause.

"Average weekly wage " means the greater of the amounts derived by dividing your total wages earned from:

1. your most recent employer in the base weeks in the base year just before the week in which the total disability begins or the date advanced written notice of claim is provided to us, by the number of such base weeks; or
2. all of your employers in the base weeks just before the week in which the total disability begins or the date advanced written notice is provided to us, by the number of such base weeks.

"Base week" means any calendar week of your base year during which you earned in employment from an employer remuneration not less than an amount 20 times the current state minimum wage in effect on October 1 of the calendar year preceding the calendar year in which the benefit year commences, which amount shall be adjusted to the next higher multiple of \$1.00 if not already a multiple thereof, except that if in any calendar week an individual subject to this paragraph is in employment with more than one employer, you may in that calendar week establish a base week with respect to each of the employers from whom you earn remuneration equal to not less than the amount defined in this paragraph during that week.

"Base year" means the first four of the last five completed calendar quarters immediately preceding the period of disability, except that if you do not have sufficient qualifying weeks or wages in their base year to qualify for benefits, you shall have the option of designating your base year be the alternative base year.

"Disability" or "Disabled" refers to a continuing period of total disability or partial disability.

"Employee" means a person:

1. in employment (as defined in the Unemployment Compensation Law) for which he is entitled to wages from the employer; or
2. who has been out of such employment for less than 2 weeks.

"Employer" means the Policyholder who is an employer subject to the Unemployment Compensation Law, and includes any division, any subsidiary or any affiliated company named in the policy.

"Home Office" means the UNUM Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122.

"The Law" means the New Jersey Temporary Disability Law of 1948 and includes any laws which:

1. amend or supplement it; and
2. are or become effective while the policy is in force.

Male pronoun whenever used includes the female.

"Occupational" means arising out of, or in the course of, any employment for pay or profit.

"Partial Disability" or "Partially Disabled" means that, as a result of sickness or accidental injury, you are otherwise eligible for temporary disability benefits but are able to return to work on a reduced basis while recovering from the total disability.

"Qualified Healthcare Provider" means a physician, dentist, optometrist, podiatrist, practicing psychologist, advanced practice nurse, certified nurse midwife or chiropractor, who is operating within the scope of his license; and either:

1. Licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
2. Legally qualified as a medical practitioner and required to be recognized, under the policy for insurance purposes, according to the Law.

It does not include you or your spouse or same-sex civil union partner (including a partner in a substantially similar relationship that goes by a different name), his daughter, son, father, mother, sister or brother.

"Sickness" means illness or disease. It includes pregnancy.

"State Plan" means the plan of temporary disability benefits payable according to the provisions of Article III of the Law.

"Total disability" and "totally disabled" mean that, as a result of sickness or accidental injury, you are totally unable to perform the duties of your employment.

"Unemployment Compensation Law" means the New Jersey Unemployment Compensation Law of 1936 and includes any laws which amend or supplement it.

"Wages" means earnings including commissions or bonuses paid by your employer to you and the cash value of any other compensation payable by your employer other than in cash.

"You" means you, the employee.

ELIGIBILITY AND THE DATE INSURANCE STARTS

Who is eligible?

You are eligible for this insurance if you are in a class eligible for insurance shown in the Plan Outline.

What is your date of eligibility?

You will be eligible for insurance on the later of these dates:

1. the policy effective date, if you are employed on that date; or
2. the day you begin employment.

When does insurance start for you?

Insurance will start at 12:01 a.m. on the earliest of the following dates:

1. your date of eligibility if that is a regularly scheduled work day;
2. your date of eligibility if that is not a regularly scheduled work day, but you were working on the last preceding regularly scheduled work day; or
3. the first regularly scheduled work day following your date of eligibility if;
 - a. your date of eligibility is not a regularly scheduled work day; and
 - b. you were not at work on the last preceding regularly scheduled work day.

TEMPORARY DISABILITY BENEFITS FOR YOU

What are your temporary disability benefits?

TOTAL DISABILITY

A temporary disability benefit will be paid to you as a result of an accidental injury or a sickness if you:

1. become totally disabled while insured; and
2. require the regular care of a qualified healthcare provider;
3. submit proof of your total disability; and
4. have established at least 20 base weeks within the base year preceding the week in which the period of total disability began, or the date advanced written notice is provided to us; or
5. have earned \$12,000 or more within the base year preceding the week in which the period of total disability began, or the date advanced written notice is provided to us.

PARTIAL DISABILITY

If you are able to return to work on a reduced basis, you may be eligible to receive partial disability benefits if the following requirements are met:

1. You must have been totally disabled and receiving total disability benefits for at least seven consecutive days; and
2. Your employer permits a reduced work schedule.

The maximum duration of partial disability benefits is eight weeks, unless, after a review of medical documentation from a qualified healthcare provider, we approve in writing an extension beyond eight weeks, but in no case shall the duration be extended to more than 12 weeks.

The combination of total disability benefits and partial disability benefits shall not continue beyond the maximum benefit period.

We will pay a benefit amount equal to the total disability benefit less any wages earned while partially disabled. If the wages earned exceed the amount of total disability benefits payable under the policy, no disability benefits will be paid.

If you are able to return to work on a reduced basis but your employer is unable or chooses not to permit a reduced work schedule, you will continue to be eligible for total disability benefits until you are fully recovered from the disability and able to perform the duties of your employment, but nothing in the policy shall be construed as increasing the total number of weeks of disability benefits for which you are eligible.

Temporary disability benefits will:

1. be at least equal to the amount and duration of benefits that would have been payable under the State Plan;
2. not exceed your regular weekly wages just before the beginning of total disability, when added to the amount of wages you continue to receive from your employer; and
3. only be paid for up to the maximum benefit period during any one continuous period of disability.

TC.BEN.5.1.2

The temporary disability benefit amount will be reduced by any of the other disability income benefits shown below. Benefits payable for a fractional part of a week will be paid at the rate of 1/7th of the temporary disability benefit, rounded to the next lower \$1, for each day of disability.

Other Disability Income Benefits

Other disability income benefits means those benefits shown below that are payable for the same disability for which the Insurance Company pays a temporary disability benefit.

1. Any amount paid or payable to you under a disability benefit law or similar law of any State.
2. Any amount paid or payable to you under the maintenance and cure program of the federal maritime law commonly referred to as the Jones Act.

A new period of disability will start if you become totally disabled due to the same or a related cause if:

1. the periods are separated by more than 14 days; and
2. you did earn wages from your employer during such period.

The temporary disability benefit, the day benefits begin and the maximum benefit period are shown in the Plan Outline. The temporary disability benefit will be reduced by the amount being paid for the same disability under any of the following to which your most recent employer contributed on your behalf:

1. a government or private retirement program;
2. a pension program; or
3. a permanent disability benefit or allowance program.

What happens if you are employed by more than one employer?

If you are employed by two or more employers at the same time, we will pay our share of benefits according to the regulations which apply to concurrent coverage.

What are the temporary disability benefits exclusions?

No temporary disability benefits will be paid:

1. for loss resulting from:
 - a. an intentionally self-inflicted injury;
 - b. due to willfully and intentionally self-inflicted injury, or an injury sustained in the perpetration by you of a crime of the first, second, third or fourth degree, or for any period during which you would be disqualified for unemployment compensation benefits for gross misconduct.
 - c. an occupational injury or sickness. But this exclusion will not apply to loss which is not compensable under Workers' Compensation Law.

NOTE: No benefits shall be paid for any period of disability during which you are not under care of a qualified healthcare provider, who, when requested by the division, shall certify within the scope of the practitioner's practice, the disability of the claimant, the probable duration thereof, and where applicable, the medicfacts within all the practitioner's knowledge.

2. for any period of disability for which you receive or are entitled to receive benefits under:
 - a. any unemployment compensation or similar law;
 - b. the Federal Government; or
 - c. any Workers' Compensation Law, occupational disease law or similar law of any State or the Federal Government. But this exclusion will not apply when such benefits are paid or payable for a previously incurred permanent disability.
3. for any period of disability during which there is a work stoppage which:
 - a. is due to a labor dispute; and
 - b. would disqualify you for benefits under the Unemployment Compensation Law.

But this item 3. will not apply if the period of disability began prior to the work stoppage.

In no way will the policy restrict or deny benefits that would have been payable to you if you were insured under the State Plan.

When do temporary disability benefits terminate?

Temporary disability benefits will terminate on the earliest of the following dates:

1. the date you are no longer disabled;
2. the date you return to work in any gainful occupation; or
3. the expiration of the maximum number of weeks for which benefits are payable.

SOME GENERAL INFORMATION TO KNOW

When does your insurance terminate?

Your insurance under the policy terminates at the earliest time stated below.

1. The date the policy terminated.
2. The date you no longer are in a class eligible for insurance.
3. The date your class is no longer covered by the policy.
4. The end of the period for which your last contribution for your insurance has been paid.
5. The date you become employed with another employer following termination of your employment with this employer; or
6. Two weeks after the date your employment terminates other than for disability.

But if you are on an authorized leave of absence with pay, employment will be deemed to continue while you remain eligible for benefits as defined by the Law.

How can statements made in any application for this insurance be used?

All statements you made when applying for this insurance and providing evidence of insurability are considered representations and not warranties (absolute guarantees). No statements by you will be used to reduce or deny a claim unless they are contained in a written instrument signed by you.

How do you claim benefits?

If you have a claim, there are some conditions and time limits which you or a person acting for you and we must meet. They are:

- Notice of claim.
Written notice of a claim must be given to us within 30 days after the date of loss on which claim is based. If that is not possible, we must be notified as soon as it is reasonably possible to do so.
- Advanced notice of claim
If the date of disability is known in advance, written notice of claim can be submitted to us up to, but not more than 60 days prior to the date on which your disability will begin.
- The claim form.
When we have written notice of claim, we will send our claim forms unless your employer has already provided them. If the claim forms are not received by you within 15 days after that notice is sent, written proof of claim can be sent to us without waiting for the forms.
- Proof of claim.
 1. For temporary disability benefits.
Proof of your claim must be given to us within 90 days after the end of the first weekly period for which we are liable.

Continuing proof of your disability and regular attendance of a qualified healthcare provider must be given to us within 30 days after the requested date for that proof.

2. If it is not possible to give proof within this time limit, it must be given as soon as reasonably possible.
 3. The proof must cover:
 - a. what the loss is;
 - b. the date of the loss; and
 - c. the cause of the loss.
 4. We may require as part of the proof authorizations to obtain medical and nonmedical information.
- Time of payment of claims.
Accrued temporary disability benefits will be paid each week during any period for which we are liable. Any benefit unpaid at the termination of any period will be paid as soon as we receive proof of claim acceptable to us.
 - Payment of claims.
All benefits are payable to you. Any benefit unpaid at your death will be payable to your estate. If such benefits become payable to your estate, we have the right to pay up to \$2,000 to any of your relatives whom we consider entitled to it. Such a payment might also be made if you are a minor or you are not competent. If we pay benefits in good faith to a relative, we will not have to pay such benefits again.
 - Overpayment of Claims
The Insurance Company has the right to recover any overpayments due to:
 1. Fraud;
 2. Any error the Insurance Company makes in processing a claim;
 3. Disability earnings; or
 4. Other disability income benefits.

You must reimburse the Insurance Company in full. The Insurance Company will determine the method by which the repayment is to be made which may include reducing future payments.

The Insurance Company will not recover more money than the amount we paid you.

What are our examination rights?

We have the right to require that you be examined at our expense by a qualified healthcare provider of our choice. We may do this when and as often as it is reasonably required, but not more often than once a week.

What are the time limits for legal proceedings?

You or an authorized representative cannot start any legal action:

1. until 60 days after proof of claim has been given; nor
2. more than 3 years after the time proof of claim is required.

This provision does not affect in any way your right of appeal under the Law.

What is your right to appeal?

If you have been denied temporary disability benefits under the policy then you may file a complaint with the Disability Insurance Service, Bureau of Private Plans, Labor and Industry Building CN 957, Trenton, New Jersey 08625. This must be done within one year from the date benefits would have begun.

What happens if facts are misstated?

If relevant facts about you were not accurate:

1. a fair adjustment of premium will be made; and
2. the true facts will decide if and in what amount insurance is valid.

Is retaliation against employees for request or use of disability benefits prohibited?

Your employer cannot discharge, harass, threaten, or otherwise discriminate or retaliate against you with respect to the compensation, terms, conditions, or privileges of employment on the basis that you requested or took any temporary disability benefits.

Upon a violation, you may institute a civil action against an employer or former employer in the Superior Court.