

**THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA**  
**A MUTUAL COMPANY - INCORPORATED 1860 BY THE STATE OF NEW YORK**

**7 Hanover Square, New York, New York 10004**

**POLICYHOLDER:** DECOTIIS, FITZPATRICK, COLE & GIBLIN, LLP

**EMPLOYERS INCLUDED:** Those listed in the definition of Employer in Section 1 of this Policy

**GROUP POLICY NO:** GTDB-00894024-R

**POLICY DATE:** January 1, 2019

**POLICY ANNIVERSARIES:** January 1st of each year after the Policy Date

**THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA** (HEREINAFTER CALLED GUARDIAN) IN CONSIDERATION OF THE APPLICATION FOR THIS POLICY AND OF PAYMENT OF THE PREMIUMS AS PROVIDED HEREIN, AND PURSUANT TO THE TEMPORARY DISABILITY BENEFITS LAW OF THE STATE OF NEW JERSEY, ARTICLE II - PRIVATE PLANS, AND SUBJECT TO ALL PROVISIONS OF THIS POLICY, AGREES TO PAY DISABILITY BENEFITS FOR LOSS SUFFERED BY ANY EMPLOYEE BECOMING INSURED HEREUNDER (HEREIN CALLED THE INSURED EMPLOYEE) TO THE EXTENT HEREIN PROVIDED.

PREMIUMS ARE PAYABLE BY THE POLICYHOLDER, AT A GUARDIAN OFFICE OR TO AN AUTHORIZED REPRESENTATIVE, AT THE TIMES AND IN THE AMOUNTS AS HEREINAFTER PROVIDED.

THE PROVISIONS SET FORTH BY GUARDIAN ON THE FOLLOWING PAGES ARE PART OF THIS POLICY.

THIS POLICY TAKES EFFECT ON THE POLICY DATE SPECIFIED ABOVE.

IN WITNESS WHEREOF, THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA HAS CAUSED THIS POLICY TO BE EXECUTED AS OF January 8, 2019 WHICH IS ITS DATE OF ISSUE.

The Guardian Life Insurance Company of America

*Stuart J Shaw*  
Vice President, Risk Mgt. & Chief Actuary

**GROUP INSURANCE POLICY  
PROVIDING  
GROUP TEMPORARY DISABILITY BENEFITS INSURANCE  
NEW JERSEY PRIVATE PLAN**

**DIVIDENDS APPORTIONED ANNUALLY**

**NON-OCCUPATIONAL**

GP-1-TDB-11

P332.0106

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**Section 1. DEFINITIONS.--** As used in this Policy:

**TDB Law** means the New Jersey Temporary Disability Benefits Law.

**Disability** means a disability that is compensable subject to the limitations of the TDB Law where an insured Employee suffers any accident or sickness not arising out of and in the course of his or her employment or, if so arising, not compensable under the New Jersey Workers' Compensation Law, and resulting in the insured Employee's total inability to perform the duties of his or her employment.

**Division** means the Division of Temporary Disability Insurance of the Department of Labor and Workforce Development of the State of New Jersey.

**Authorized Regulations** means the authorized regulations promulgated by the Division of Temporary Disability Insurance of the Department of Labor and Workforce Development of the State of New Jersey for the operation and administration of Private Plans under Article II of the TDB Law.

**Employee** means an Employee who is a "covered individual" as defined in the TDB Law, and who is employed and compensated for services by the Employer, other than Employees excluded in the Schedule of Insurance.

**Employer** means:

**DECOTIIS, FITZPATRICK, COLE & GIBLIN, LLP**

**Spouse** means the Employee's legal spouse.

An Employee's legal spouse includes a partner to a civil union when that union is in accordance with New Jersey Law. The civil union partner is treated as a spouse in marriage, and the civil union as a marriage. Any reference in this Policy to legal divorce or legal separation shall also mean the dissolution of a civil union. Such unions also include same-sex relationships from other jurisdiction that provide substantially all of the rights and benefits of marriage.

**Period of Disability** means the entire period of time during which an insured Employee is continuously and totally unable to perform the duties of his or her employment. Two periods of disability due to the same or related cause or condition and separated by a period of not more than 14 days shall be considered one continuous period of disability; provided the Employee has earned wages during the 14-day period with the employer who was his or her last employer just before the first period of disability.

**Wages** means all earnings payable by covered employers to covered individuals for services. It includes commissions, bonuses and the cash value of all earnings payable in any form other than cash.

**Taxable Wage Base** means the amount of wages in a calendar year that is subject to taxation under TDB Law. The amount is determined by the New Jersey Commissioner of Labor and Workforce Development on or before January 1 of each year, and is calculated on the basis of 28 times the statewide average weekly remuneration.

**Base Week** means any calendar week during which the Employee earned in employment from a covered employer remuneration equal to not less than 20 times the State minimum wage in effect on October 1 of the previous calendar year, raised to the next higher multiple of \$1.00, if not already a multiple thereof.

**Average Weekly Wage** means the amount derived by dividing the Employee's total wages earned from his or her most recent covered employer during the base weeks in the 8 calendar weeks just before the calendar week in which a period of disability began, by the number of such base weeks. If this computation yields a result which is less than the Employee's average weekly earnings in employment, as defined in the New Jersey Unemployment Compensation Law, with all covered employers during the base weeks in such 8 calendar weeks, then the average weekly wage will be computed on the basis of earnings from all covered employers during the 8 base weeks in the 8 calendar weeks just before the week in which the period of disability began.

If the computations in the first paragraph of this definition both yield a result which is less than the Employee's average weekly earnings in employment with all covered employers during the base weeks in the 26 calendar weeks just before the week in which the period of disability began, then the average weekly wage will, upon a written request to the department by the Employee on a form provided by the department, be computed by

the department on the basis of earnings from all covered employers of the Employee during the base weeks in those 26 calendar weeks, and, in the case of a claim for benefits from a private plan, that computation of the average weekly wage will be provided by the department to the Employee and his or her employer.

**Statewide Average Weekly Remuneration** means the average weekly remuneration paid to workers by employers subject to TDB Law, as determined by the New Jersey Commissioner of Labor and Workforce Development on or before September 1 of each year on the basis of 1/52 of the total remuneration reported for the preceding calendar year by such employers, divided by the average number of workers reported by such employers.

GP-1-TDB-11

P332.0107

**Section 2. ELIGIBILITY FOR INSURANCE.--** Each Employee employed on or before the Policy Date is eligible for insurance on that date. Each Employee employed after the Policy Date will be eligible for insurance on the date of employment.

No Employee shall be eligible for insurance under this Policy while the Employee is exempt from the provisions of the TDB Law because he or she depends for healing upon prayer or spiritual means, in the practice of religion.

**Section 3. EFFECTIVE DATES OF INSURANCE.--** An Employee will become an insured Employee on the date he or she becomes an Employee, as defined in this Policy, if at work on that date; or otherwise on the first day after that date on which the Employee returns to work.

If, however, the date on which the Employee becomes an Employee, as defined in this Policy, is not a scheduled workday for the Employee, the Employee will nonetheless become an insured Employee on that date if he or she was at work on his or her last preceding scheduled workday.

**Section 4. CESSATION OF INSURANCE.--** (A) The insurance on any insured Employee will cease on the date the Employee's employment ends. However, if the Employee becomes disabled within 2 weeks immediately following the date his or her employment ended and before becoming employed by another covered employer, GUARDIAN will pay the Employee whatever benefits would have been payable had the Employee's disability begun prior to the date his or her employment ended.

(B) Insurance will automatically cease upon termination of this Policy. If, however, an insured Employee's employment has ended prior to the termination of this Policy, the benefits described in subsection (A) of this Section will be applicable.

**Section 5. REQUIREMENTS FOR ENTITLEMENT.--** No Employee will be entitled to benefits unless he or she has established at least 20 base weeks within the 52 calendar weeks just before the week in which the period of disability began; or has earned not less than 1,000 times the State minimum wage in effect on October 1 of the previous calendar year, raised to the next higher multiple of \$100.00, if not already a multiple thereof.

**Section 6. EMPLOYEE CONTRIBUTIONS.--** The maximum amount that an insured Employee may contribute to the cost of the Temporary Disability Benefits shall not exceed 0.17% of the taxable wage base in effect for the current calendar year.

**Section 7. CONCURRENT EMPLOYMENT.--** If, by reason of concurrent employment, as defined in the TDB Law and Authorized Regulations, an insured Employee is covered under 2 or more Private Plans to which this Policy applies, the amount of benefit payable for a week or any part of a week in accordance with the following Schedule of Insurance will be apportioned among such plans in the same proportion that the insured Employee earned wages with each employer under whose Private Plans he or she is covered in the 8 calendar weeks just before the week in which the period of disability began. In no event will the insured Employee receive less than the benefit to which he or she is entitled under the most favorable plan, both as to weekly amount or duration.

**Section 8. SCHEDULE OF INSURANCE.--** The amounts of benefits for which each insured Employee is insured are determined in accordance with the schedule below.

#### **SCHEDULE OF INSURANCE**

Covered Employees All Employees

Weekly Benefit Amount

66 2/3% of the Employee's average weekly wage, subject to a maximum of 53% of the statewide average weekly remuneration as determined by the New Jersey Commissioner of Labor and Workforce Development. Benefits will be paid at a rate of one-seventh of the weekly benefit for each day that the insured Employee is disabled. Benefits will be computed to the next lower multiple of \$1.00, if not already a multiple thereof.

Total Benefits Payable

The maximum amount of benefits payable to an insured Employee for each period of disability will be: (a) an amount equal to 1/3 of the total wages payable by covered employers to the Employee during the 52 calendar weeks preceding the week in which the Employee's period of disability began; or (b) 26 times the weekly benefit amount, whichever is lesser.

**Section 9. LIMITATIONS.--** Notwithstanding any other provisions of this Policy, no benefits will be payable to the Employee:

- (a) for the first 7 consecutive days of each period of disability. If, however, benefits are payable for 3 consecutive weeks with respect to any period of disability, then benefits also will be payable for the first 7 days.
- (b) for any period of disability which did not begin while the Employee was an insured Employee.
- (c) For any period during which in the case of the disability of an insured Employee, the Employee is not under the care of a legally licensed physician, dentist, optometrist, practicing psychologist, podiatrist, advanced practice nurse, certified nurse midwife, or chiropractor, who, when requested by GUARDIAN, will certify, within the scope of his or her practice, the disability of the Employee, the probable duration and the medical facts within the practitioner's knowledge. The Employee will have the right to choose his or her own physician or practitioner.
- (d) for any period of disability due to willfully and intentionally self-inflicted injury, or to injury sustained in the perpetration by the Employee of a crime of the first, second, or third or fourth degree, or for any period during which an insured Employee would be disqualified for unemployment compensation benefits for gross misconduct as defined in the Unemployment Law.
- (e) for any period during which the Employee performs any work for wage or profit.
- (f) in a weekly amount which, together with any remuneration the Employee continues to receive from the employer, would exceed his or her regular weekly wages immediately prior to disability.
- (g) for any period during which an Employee would be disqualified for unemployment compensation benefits under the New Jersey Unemployment Law due to a labor dispute unless the disability commenced prior to such disqualification.

**Section 10. NONDUPLICATION OF BENEFITS.--** No benefits will be paid under this Policy for any period of disability for which benefits are paid or are payable under the following:

- (a) any unemployment compensation or similar law of any State or the Federal Government.
- (b) any disability or cash sickness benefit or similar law of any State or the Federal Government.
- (c) any Workers' Compensation Law, occupational disease law, or similar law of any State or the Federal government, other than benefits for permanent partial or permanent total disability previously incurred.

If an Employee's claim for disability benefits is contested due to the provisions of the New Jersey Workers' Compensation Law, the Employee will be paid the benefits provided under this Policy until and unless he or she receives compensation as provided under the provisions of the New Jersey Workers' Compensation Law.

If Workers' Compensation Benefits, other than benefits for permanent partial or permanent total disability previously incurred, are awarded to the insured Employee for weeks for which he or she has received benefits under this Policy, GUARDIAN will be entitled to be subrogated to the Employee's rights in such award to the extent of the amount of benefits paid by GUARDIAN. The insured Employee or his or her legal representative will execute and give to GUARDIAN any instruments that may be needed to secure such subrogation rights.

Disability benefits will be reduced by the amount paid concurrently under any of the following:

- a) any government or private retirement pension or permanent disability benefit or allowance program to which the Employee's most recent employer contributed on his or her behalf.
- b) any temporary disability benefits from another state or under the maintenance and cure program of Federal Maritime Law.

**Section 11. GUARANTEEING CLAUSE.--** In no event will benefits payable to the insured Employee under this Policy be less than the amount or duration of the State plan benefits which would have been payable to the Employee for such period of disability, had he or she not been insured under this Policy.

**Section 12. CONFORMITY TO LAW.--** All terms of this Policy will conform to the laws governing it.

**Section 13. NOTICE AND PROOF OF CLAIM.--** (A) Written notice of claim must be given to GUARDIAN within 30 days after the date disability began. If notice cannot be given within that time, it must be given as soon as reasonably possible.

When GUARDIAN receives notice of claim, forms for providing proof of disability will be sent to the Employee. If the Employee does not receive these forms within 15 days after Guardian receives notice of claim, the Employee may submit any other written proof that fully describes the nature and extent of the claim. Written proof of disability must be given to GUARDIAN within 90 days after the date disability began. If proof cannot be given within that time, it must be given as soon as reasonably possible.

(B) At its own expense, GUARDIAN may designate a medical practitioner to examine the insured Employee when and as often as it may reasonably require while a claim is pending, but not more than once a week. The Employee may request a medical practitioner of the same sex. Refusal to submit to such an examination will disqualify the insured Employee from all benefits for the period of disability in question, except as to the benefits already paid.

(C) No action at law or in equity to recover on the Policy may be brought before the end of 60 days after required proof of disability has been given. No action may be brought more than 3 years after proof of loss is required to be given. This provision has no effect on the insured Employee's right of appeal under the Law.

**Section 14. BENEFITS DUE A DECEASED EMPLOYEE OR A MINOR.--** (A) If a claim for disability benefits is not filed by an insured Employee prior to his death, a claim for such benefits may be filed by the surviving spouse or such other person or persons who may be legally entitled such benefits. Proof of claim must be accompanied by an affidavit executed by such person or persons. The Division will prescribe the form of the affidavit. The payment by GUARDIAN of disability benefits upon receipt of such affidavit shall discharge GUARDIAN 's obligation to the extent of such payment.

(B) If any sum in payment of disability benefits is payable under this Policy to a minor under 21 years of age, the father, mother or natural guardian of such minor will be authorized to receive such benefits, upon submission of an executed affidavit to GUARDIAN, to the same extent as a guardian of the person and property of such minor duly appointed by the surrogate or the court of the county in which the minor resides. The Division will prescribe the form of the affidavit. The payment by GUARDIAN of disability benefits upon receipt of such affidavit shall discharge GUARDIAN 's obligation to the extent of such payment.

**Section 15. TIME OF CLAIM PAYMENT.--** GUARDIAN will pay benefits weekly, subject to written proof of disability. Any balance unpaid at the end of any period for which GUARDIAN is liable will be paid at that time.

**Section 16. PAYMENT OF CLAIMS.--** All benefits are payable to the insured Employee. If the Employee dies, benefits will be paid to:

- (a) a surviving spouse, or
- (b) if there is no surviving spouse, the Employee's estate.

**Section 17. RIGHT OF APPEAL.--** If an insured Employee and GUARDIAN cannot agree on benefits, the Employee may file a written appeal with the Division within one year after the beginning of the disability period for which benefits are claimed. The written appeal should be sent to:

**New Jersey Department of Labor and Workforce Development  
Division of Temporary Disability Insurance  
Private Plan Operations  
Claims Review Unit  
PO Box 957  
Trenton, NJ 08625-0957**

**Section 18. WORKERS' POSTER NOTICE.--** A Workers' Poster Notice that will be provided by GUARDIAN must be conspicuously posted at the place of employment. The Workers' Poster Notice will provide a summary of the insurance coverage, the TDB Law and state the classes of Employees covered.

**Section 19. ENTIRE CONTRACT.--** The entire contract consists of this Policy, the attached application of the Policyholder and any approved rider made part of this Policy at issue or later. All statements made by the Policyholder will be deemed representations and not warranties.



**Section 20. CHANGES.--** No change or waiver of any provision of this Policy will be valid unless it is made in writing, approved by an Officer of GUARDIAN and made part of this Policy. No change to the Policy by rider will be valid unless both the Policyholder and an Officer of GUARDIAN sign it. No change that needs approval under the Law will be effective until approved by the Division.

**Section 21. RECORDS OF INSURANCE.--** The Policyholder will give GUARDIAN all information needed regarding this Policy. At any reasonable time while the Policy is in force, GUARDIAN may inspect any of the Policyholder's records that may affect this Policy or premium.

**Section 22. DUE DATE AND PAYMENT OF PREMIUMS.--** The premiums due on and after the Policy Date will be determined and payable in accordance with the following paragraphs.

- (1) The initial premium is due on the Policy Date. Subsequent premiums will be due on the first day of each calendar month (herein called the due date) thereafter.
- (2) The initial Temporary Disability Benefits premium rate will be:

\$ .23

**per \$100.00 of taxable wages.**

This rate will be the Temporary Disability Benefit premium rate thereafter until it is changed in accordance with the sixth paragraph of this Section.

- (3) The premium payable on each due date will be equal to the product of the premium rate then in effect and the wages paid by the Employer to Employees while insured under this Policy during the period to which such premium is applicable.
- (4) Premium adjustments involving return of unearned premiums to the Policyholder will be limited to the period of twelve months immediately preceding the date of receipt by GUARDIAN of evidence that such adjustments should be made.
- (5) At the written request of the Policyholder, approved by GUARDIAN, premium payment may, be changed at any premium due date of this Policy, so as to be payable annually, semi-annually, quarterly, or monthly.
- (6) GUARDIAN may change the premium rate on: (i) any premium due date of this Policy; (ii) whenever the terms of this Policy are changed; (iii) if this Policy applies to more than one Private Plan, the date of any change of coverage by reason of termination of any such Private Plan; and (iv) whenever the TDB Law and Authorized Regulations are changed so as to increase the amount of benefits for which GUARDIAN would otherwise be liable.
- (7) All premiums due under this Policy, including adjustments, if any, are payable to GUARDIAN by the Policyholder, on or before the due date.

**Section 23. GRACE IN PAYMENT OF PREMIUMS - TERMINATION OF POLICY.--** A grace period of 31 days, without interest charge, will be allowed for the payment of each premium due under this Policy. If any premium is not paid within the grace period, this Policy will terminate at the end of the grace period, except that the Policyholder may terminate this Policy at any time while any premium remains unpaid during the grace period, by giving advance written notice to GUARDIAN. If more than one Employer is included under this Policy, coverage for the insured Employees of any such Employer will likewise terminate for non-payment of premium during the grace period with respect to the insured Employees of such Employer.

In no event, however, will this Policy or the coverage on insured Employees of an Employer be terminated, as provided above, until 15 days after the date GUARDIAN gives written notice to the Policyholder and the Division of such termination.

GUARDIAN reserves the right to terminate this Policy at any time within 6 months after the effective date of any change in the TDB Law and Authorized Regulations which would increase the amount of benefits for which GUARDIAN would otherwise be liable. GUARDIAN will give written notice to the Policyholder and the Division at least 60 days prior to the date it intends to exercise this right.

The Policyholder may terminate this Policy as to any one or all of the Private Plans to which it applies at any time by giving written notice to that effect to GUARDIAN and the Division at least 30 days prior to the date of termination. The Policyholder will provide notice of such termination to the insured Employees as required by the TDB Law and Authorized Regulations.

This Policy will also terminate:

- (a) as to any Employer included under this Policy, when the Division withdraws its approval of the Private Plan of such Employer.
- (b) if the termination of a Private Plan to which this Policy applies results in there no longer being in existence a Private Plan to which this Policy is applicable, at the termination of the Private Plan.
- (c) immediately as to any Employer who ceases to be a covered employer as defined in the TDB Law.

This Policy will terminate at the earliest termination date applicable in accordance with the provisions of this Section. In any event, the Policyholder will be liable for the payment of premiums to and including the date of such termination.

**Section 24. INFORMATION FOR THE DIVISION.--** GUARDIAN and the Policyholder agree to furnish the Division information relative to the Temporary Disability Benefits under this Private Plan as the Division shall require, by Authorized Regulations, for the proper administration of the TDB Law.

**Section 25. DIVIDENDS.--** The portion, if any, of GUARDIAN's divisible surplus allocable to this Policy at each Policy Anniversary will be determined each year by GUARDIAN's Board of Directors and will be credited to this Policy as a dividend on such anniversary, provided the Policy is continued in force by the payment of all premiums to such anniversary.

If the aggregate of any dividends is in excess of the Policyholder's aggregate contribution toward the cost of the insurance provided under this Policy, the Policyholder must use the excess for the sole benefit of the insured Employees.

## NEW JERSEY TEMPORARY DISABILITY BENEFIT LAW

### NOTICE OF COMPLIANCE

Calendar Year 2019

**PRIVATE PLAN NO.**

**GROUP POLICY NO. GTD-00894024-R**

The Employer, DECOTIIS, FITZPATRICK, COLE & GIBLIN, LLP , hereby gives notice of compliance with the provisions of the New Jersey Temporary Disability Benefits Law and Regulations.

Temporary Disability Benefits for insured Employees during periods of NON-OCCUPATIONAL disability are provided, as follows, by:

### THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

7 Hanover Square, New York, NY, 10004

**COVERED EMPLOYEES:** All Employees

**WEEKLY BENEFIT AMOUNT:** 2/3 of the Employee's average weekly wage up to a maximum of \$650.00. Benefits will be paid at a rate of 1/7 of the weekly benefit for each day that the insured Employee is disabled. Benefits will be computed to the next lower multiple of \$1.00, if not already a multiple of \$1.00.

**TOTAL BENEFITS PAYABLE:** (a) an amount equal to 1/3 of the total wages payable by covered employers to the Employee during the base year; or (b) 26 times the weekly benefit amount, whichever is lesser.

**BENEFITS BEGIN:** ACCIDENT: 8th day of disability.

SICKNESS: 8th day of disability.

If benefits are payable for 3 consecutive weeks, then benefits will be paid from the first day of accident or sickness.

**LIMITATIONS.** No benefits will be payable to the Employee:

1. For the first 7 consecutive days of each period of disability. If, however, benefits are payable for 3 consecutive weeks, with respect to any period of disability, then benefits will also be payable for the first 7 days.
2. For any period of disability which did not begin while the Employee was an insured Employee.
3. For any period during which in the case of the disability of an insured Employee, the Employee is not under the care of a legally licensed physician, dentist, optometrist, practicing psychologist, podiatrist, advance practice nurse, certified nurse midwife, or chiropractor, who, when requested by GUARDIAN, will certify within the scope of his or her practice, the disability of the Employee, the probable duration and, where applicable, the medical facts within the practitioner's knowledge. The Employee will have the right to choose his or her own physician or practitioner.
4. For any period of disability due to willfully and intentionally self-inflicted injury, or to injury sustained in the perpetration by the Employee of a crime of the first, second, or third, or fourth degree or for any period during which an Employee would be disqualified for unemployment compensation benefits for gross misconduct as defined in the Unemployment Law.
5. For any period during which the Employee performs any work for wage or profit.
6. In a weekly amount which together with any remuneration the Employee continues to receive from the Employer, would exceed his or her regular weekly wages immediately prior to disability.
7. For any period during which the Employee would be disqualified for unemployment compensation benefits under the New Jersey Unemployment Law due to a labor dispute unless the disability began prior to such disqualification.

## NEW JERSEY TEMPORARY DISABILITY BENEFIT LAW

### NOTICE OF COMPLIANCE

Calendar Year 2019

PRIVATE PLAN NO.

GROUP POLICY NO. GTD-00894024-R

#### DEFINITIONS

**TDB Law** means the New Jersey Temporary Disability Benefits Law.

**Disability** means a disability that is compensable subject to the limitations of the TDB Law where an insured Employee suffers any accident or sickness not arising out of and in the course of his or her employment or, if so arising, not compensable under the New Jersey Workers' Compensation Law, and resulting in the insured Employee's total inability to perform the duties of his or her employment.

**Division** means the Division of Temporary Disability Insurance of the Department of Labor and Workforce Development of the State of New Jersey.

**Employee** means an Employee who is a "covered individual" as defined in the TDB Law, and who is employed and compensated for services by the Employer, other than Employees excluded in the section above entitled Covered Employees.

**Spouse** means the Employee's legal spouse.

An Employee's legal spouse includes a partner to a civil union when that union is in accordance with New Jersey Law. The civil union partner is treated as a spouse in marriage, and the civil union as a marriage. Any reference in this Policy to legal divorce or legal separation shall also mean the dissolution of a civil union. Such unions also include same-sex relationships from other jurisdictions that provide substantially all of the rights and benefits of marriage.

**Period of Disability** means the entire period of time during which an insured Employee is continuously and totally unable to perform the duties of his or her employment. Two periods of disability due to the same or related cause or condition and separated by a period of not more than 14 days will be considered one continuous period of disability; provided the Employee has earned wages during the 14 day period with the employer who was his or her last employer just before the first period of disability.

**Wages** means all earnings, payable by covered employers to the insured Employee for services. It includes commissions, bonuses and the cash value of all earnings payable in any form other than cash.

**Taxable Wage Base** means the amount of wages in a calendar year that is subject to taxation under TDB Law. The amount is determined by the New Jersey Commissioner of Labor and Workforce Development of the State of New Jersey on or before January 1 of each year, and is calculated on the basis of 28 times the statewide average weekly remuneration. The Taxable Wage Base for the calendar year 2019 is \$34,400.00.

**Base Week** means any calendar week during which the Employee earned in employment from a covered employer remuneration equal to not less than 20 times the State minimum wage in effect on October 1 of the previous calendar year, raised to the next higher multiple of \$1.00, if not already a multiple thereof. The Base Week minimum earnings for the calendar year 2019 are \$172.00.

**Base Year** means the 52 calendar weeks preceding the week in which the insured Employee's period of disability began.

**Average Weekly Wage** means the amount derived by dividing the Employee's total wages earned from his or her most recent covered employer during the base weeks in the 8 calendar weeks just before the calendar week in which a period of disability began, by the number of such base weeks. If this computation yields a result which is less than the Employee's average weekly earnings in employment, as defined in the New Jersey Unemployment Compensation Law, with all covered employers during the base weeks in such 8 calendar weeks, then the average weekly wage will be computed on the basis of earnings from all covered employers during the base weeks in the 8 calendar weeks just before the week in which the period of disability began.

If the computations in the first paragraph of this definition both yield a result which is less than the Employee's average weekly earnings in employment with all covered employers during the base weeks in the 26 calendar weeks just before the week in which the period of disability began, then the average weekly wage will, upon request to the department by the Employee on a form provided by the department, be computed by the department on the basis of earnings from all covered employers of the Employee during the base weeks in those 26 calendar weeks, and, in the case of a claim for benefits from a private plan, that computation of the average weekly wage will be provided by the department to the Employee and his or her employer.

TDB-NOTICE-11

P332.0127

**NEW JERSEY TEMPORARY DISABILITY BENEFIT LAW**  
**NOTICE OF COMPLIANCE**

**Calendar Year 2019**

**PRIVATE PLAN NO.**

**GROUP POLICY NO. GTD-00894024-R**

**TO EMPLOYEES**

**EMPLOYEE CONTRIBUTIONS.** The maximum amount that an Employee may contribute to the cost of the Temporary Disability Benefits shall not exceed 0.17% of the taxable wage base of \$34,400.00.

**REQUIREMENTS FOR ENTITLEMENT.** No Employee will be entitled to benefits unless, within the 52 calendar weeks just before the week in which the period of disability began, he or she has:

1. established at least 20 base weeks; or
2. has earned not less than 1,000 times the State minimum wage in effect on October 1 of the previous calendar year, raised to the next higher multiple of \$100.00, if not already a multiple thereof. The minimum earnings requirement for the calendar year 2019 is \$8,600.00.

**CESSATION OF AN EMPLOYEE'S INSURANCE.** An Employee's insurance will cease on:

1. As to Employees whose employment with the Employer has ended, the earlier of (a) the date 2 weeks after his or her employment ends, and (b) the date he or she starts work for another covered employer.
2. As to Employees who continue to be employed by the Employer, the date the group policy or private plan is terminated.

**NOTICE AND PROOF OF CLAIM.** Written notice of claim must be given to GUARDIAN within 30 days after the date disability began. If notice cannot be given within that time, it must be given as soon as reasonably possible.

When GUARDIAN receives notice of claim, forms for providing proof of disability will be sent to the Employee. If the Employee does not receive these forms within 15 days after Guardian receives notice of claim, the Employee may submit any other written proof that fully describes the nature and extent of the claim. Written proof of disability must be given to GUARDIAN within 90 days after the date disability began. If proof cannot be given within that time, it must be given as soon as reasonably possible.

At its own expense, GUARDIAN may designate a medical practitioner to examine the insured Employee when and as often as it may reasonably require while a claim is pending, but not more than once a week. The Employee may request a medical practitioner of the same sex. Refusal to submit to such an examination will disqualify the insured Employee from all benefits for the period of disability in question, except as to benefits already paid.

No action at law or in equity to recover on the policy may be brought before the end of 60 days after required proof of disability has been given. No action may be brought more than 3 years after proof of loss is required to be given. This provision has no effect on the insured Employee's right of appeal under the Law.

**TIME OF CLAIM PAYMENT.** GUARDIAN will pay benefits weekly, subject to written proof of disability. Any balance unpaid at the end of any period for which GUARDIAN is liable will be paid at that time.

TDB-NOTICE-11

**NEW JERSEY TEMPORARY DISABILITY BENEFIT LAW**  
**NOTICE OF COMPLIANCE**

**Calendar Year 2019**

**PRIVATE PLAN NO.**

**GROUP POLICY NO. GTD-00894024-R**

**PAYMENT OF CLAIMS.** All benefits are payable to the Employee. If the Employee dies, benefits will be paid to:

1. A surviving spouse, or;
2. If there is no surviving spouse, the Employee's estate.

**NONDUPLICATION OF BENEFITS.** No benefits will be paid for any period of disability for which benefits are paid or payable under the following:

1. Any unemployment compensation or similar law of any State or the Federal government.
2. Any disability or cash sickness benefit or similar law of any State or the Federal government.
3. Any Workers' Compensation Law, occupational disease law, or similar law of any State or the Federal government, other than benefits for permanent partial or permanent total disability previously incurred.

If an Employee's claim for disability benefits is contested due to the provisions of the New Jersey Workers' Compensation Law, the insured Employee will be paid the benefits provided under the policy until and unless he or she receives compensation as provided under the provisions of the New Jersey Workers' Compensation Law.

If Workers' Compensation Benefits, other than benefits for permanent partial or permanent total disability previously incurred, are awarded to the insured Employee for weeks for which he or she has received benefits under this policy, GUARDIAN will be entitled to be subrogated to the insured Employee's rights in such award to the extent of the benefits paid by GUARDIAN. The Employee or his or her legal representative will execute and give to GUARDIAN any instruments that may be needed to secure such subrogation rights.

Disability benefits will be reduced by the amount paid concurrently under any of the following:

- a) any government or private retirement pension or permanent disability benefit or allowance program to which the Employee's most recent employer contributed on his or her behalf.
- b) any temporary disability benefits from another state or under the maintenance and cure program of Federal maritime law.

**GUARANTEED MINIMUM BENEFITS.** In no event will benefits payable under this private plan be less than the amount or duration of the applicable State plan benefits payable for such period of disability.

**CONFORMITY TO STATUTE.** All terms of the policy will conform to the laws governing it.

**RIGHT OF APPEAL.** If an Employee and GUARDIAN cannot agree on benefits, the Employee may file a written appeal with the Division within one year after the beginning of the disability period for which benefits are claimed. The written appeal should be sent to:

New Jersey Department of Labor and Workforce Development  
Division of Temporary Disability Insurance  
Private Plan Operations  
Claims Review Unit  
PO Box 957  
Trenton, NJ 08625-0957