

**NOTICE OF NEW JERSEY TEMPORARY DISABILITY BENEFITS**

Standard Insurance Company (hereinafter referred to as The Standard) has issued a group Policy insuring the benefits required by the New Jersey Temporary Disability Benefits Law (herein referred to as "the Law") with respect to employees of Seton Hall University (herein referred to as "the Employer").

**Policy No.:** 761909-A  
**Private Plan No.:** 249-38909  
**Effective Date:** January 1, 2023

**Employee Contributions Required:**

No - the Employer will pay 100% of the cost of the Private Plan.

The employee taxable wage base as of January 1, 2025, is \$165,400. The Employer taxable wage base as of January 1, 2025, is \$43,300.

The insurance described in this notice is subject to all of the terms of the Policy. The Standard will pay benefits as described below for any one period of Disability of an insured Employee.

**Eligible Class(es):**

All Employees eligible under the New Jersey Temporary Disability Benefits Law.

**Requirement for Entitlement:** To be entitled to benefits, the individual must have within the 52 calendar weeks preceding the week in which the individual's period of Disability commenced, established at least 20 Base Weeks or earned not less than 1,000 times the minimum wage in effect pursuant to the applicable New Jersey law on October 1 of the calendar year preceding the calendar year in which the Disability commences, which amount shall be adjusted to the next higher multiple of \$100.00, if not already a multiple thereof. For the year 2025, the alternate earnings test amount is \$15,200.00.

**Day Benefits Begin:** Benefits for any one period of Disability will be paid as follows:

**Accident:** We will pay benefits from the 1st consecutive day of Disability.

**Sickness** (including Pregnancy): We will pay benefits from the 8th consecutive day of Disability.

However, if benefits should be payable on the 8<sup>th</sup> day for Sickness, then benefits shall be payable from the 1st day of Disability.

**Weekly Benefit:** We will pay benefits to insured employees who, while Insured under the Policy, become Disabled due to an Injury, Sickness or Pregnancy, provided the cause of the Disability (a) does not arise out of the course of employment; and (b) is not compensable under Title 34 of the New Jersey Revised Statutes (the Workers' Compensation Law).

The Weekly Benefit will be determined as follows:

An Insured Person's Weekly Benefit rate shall be 85% of the Insured Person's Average Weekly Wage, subject to a maximum of 70% of the Statewide Average Weekly Remuneration paid to workers by employers.

<b>Year</b>	<b>Base Week Amount</b>	<b>Maximum Weekly Benefit</b>
2025	\$303	\$1,081

The amount of benefits for each day of Disability for which benefits are payable shall be 1/7 of the corresponding weekly benefit amount, provided that the total benefits for the fractional part of a week shall be computed to the next lower multiple of \$1.00, if not already a multiple thereof.

**Maximum Duration of Benefits:** Benefits for any one Insured for any one period of Disability will be paid up to a maximum of the lesser of 26 times the Insured's Weekly Benefit amount or 1/3 of the Insured's total Wages in the Insured's Base Year.

**Successive Periods of Disability:** Successive periods of Disability will be considered one continuous period of Disability provided (a) they are due to the same or related cause; (b) they are separated by less than 14 days; and (c) the Insured earned Wages from the employer during such 14-day period.

**Definitions:**

**Accident** means bodily injury resulting directly from an accident, independent of all other causes. The injury must cause Disability which begins while the individual is insured under the Policy.

**Average Weekly Wage** means the amount derived by dividing an Insured's total Wages earned from his or her most recent Covered Employer during the Base Weeks in the eight calendar weeks immediately preceding the calendar weeks in which Disability commenced, by the number of such Base Weeks. If this computation yields a result which is less than the individual's average weekly earnings in employment, as defined in the chapter to which the New Jersey Temporary Disability Benefits Law is a supplement, with all Covered Employers during the Base Weeks in such eight calendar weeks, then the Average Weekly Wage shall be computed on the basis of earnings from all Covered Employers during the eight Base Weeks immediately preceding the week in which Disability commenced.

For periods of disability commencing on or after July 1, 2009, if the computations from the paragraph above, yield a result which is less than the individual's average weekly earnings in employment, as defined in the chapter to which the New Jersey Temporary Disability Benefits Law is a supplement, with all Covered Employers during the Base Weeks in such 26 calendar weeks immediately preceding the week in which the period of disability commenced, then upon written request to the department by the individual on a form provided by the department, the Average Weekly Wage shall be computed, by the department, on the basis of earnings from all Covered Employers during the Base Weeks in those 26 calendar weeks. In the case of a claim for benefits from a private plan, that computation of the Average Weekly Wage shall be provided by the department to the individual and the individual's employer.

**Base Week** means any calendar week of an individual's Base Year during which the individual earned in employment from an employer remuneration not less than an amount 20 times the minimum wage in effect pursuant to the applicable New Jersey law 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, the individual

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may in that calendar week establish a Base Week with respect to each of the employers from whom the individual earns remuneration equal to not less than the amount defined in this paragraph during that week.

**Base Year** means the 52 calendar weeks preceding the week in which Disability commenced.

**Covered Employer** means a covered employer subject to the New Jersey Temporary Disability Benefits Law.

**Covered Individual** means a person who is in employment as defined by the New Jersey Unemployment Compensation Law for which they are entitled to remuneration from a Covered Employer, or who has been out of such employment for less than two weeks.

**Disability and Disabled** means an Insured is totally and continuously unable to perform the duties of their employment due to an Accident, Sickness or Pregnancy.

**Division** means the Division of Temporary Disability Insurance of the New Jersey Department of Labor.

**Insured** means a Covered Individual who meets the eligibility and effective date requirements of the Policy.

**Law** means the New Jersey Temporary Disability Benefits Law, including any amendments or supplements to the Law which are or may take effect while the Policy is in force.

**Physician** means a licensed medical professional, diagnosing and treating individuals within the scope of the license. The term includes a legally licensed physician, dentist, optometrist, podiatrist, practicing psychologist, advanced practice nurse, certified nurse midwife, or chiropractor.

**Policy** means the New Jersey temporary disability insurance benefits policy issued by us to the Policyholder and identified by the Policy Number.

**Pregnancy** means an Insured's pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

**Private Plan** means a plan established under Article II of the Law.

**Sickness** means a mental or physical disorder or Pregnancy.

**Statewide Average Weekly Remuneration** means the average weekly remuneration paid to workers by Covered Employers as computed and determined by the Commissioner of Labor each calendar year on the basis of 1/52 of the total remuneration reported for the preceding calendar year by Covered Employers, divided by the average of workers reported by such Covered Employers.

**Wages** means all compensation payable by Covered Employers to Covered Individuals for personal services, including commissions and bonuses and the cash value of all compensation payable in any medium other than cash.

**Eligibility Requirements:** A person is eligible for insurance under the Policy if they are a Covered Individual as defined under the Law on the basis of

employment by a Covered Employer, and is a member of an Eligible Class.

**Effective Dates For Insurance:** Each Covered Individual in an Eligible Class on the effective date of the Policy will become insured on the effective date of the Policy. Each Covered Individual entering an Eligible Class after the effective date of the Policy will become insured on the date they become a member of an Eligible Class.

**Termination of Individual Insurance:** An individual's coverage under the Policy will terminate on the earliest of the following dates: (1) the date the Policy is terminated; (2) the date they are no longer a member of an Eligible Class; or (3) the date they are no longer a Covered Individual as defined under the Law on the basis of employment by the Covered Employer. However, coverage under the Policy will continue for up to two weeks following the date an employee's employment ended, unless they become employed by another employer during such time. If such an event occurs, their continued coverage under the Policy will terminate on the date they become so employed.

**Limitation of Benefits:** No benefits are payable:

- (a) for any period of Disability which did not commence while the individual was insured under the Policy;
- (b) for any period during which the Insured is not under the care of a Physician;
- (c) For any period of Disability due to intentional self-inflicted injury; or injury sustained in the perpetration of a crime of the first, second, third degree or fourth degree, or for any period during which the Insured would be disqualified for unemployment compensation benefits for gross misconduct under subsection (b) of R.S.43:21-5;
- (d) for any period during which the Insured performs any work for remuneration or profit;
- (e) for any period during which the Insured 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.

**Reduction of Benefits:** Disability benefits payable will be reduced by the amount paid concurrently under any government or private retirement or permanent disability benefit or allowance program to which the Insured's most recent employer contributed on their behalf. Disability benefits payable will be reduced by the amount paid concurrently under the provisions of another state's law or under the provisions of the maintenance and cure program.

### CLAIM PROVISIONS:

**Filing a Claim:** Claims should be filed on our forms at our administrative office or with our authorized agent within 30 days after a Disability occurs. If the Insured cannot do so, they must give it to us as soon as reasonably possible. If the Insured does not receive our forms within 15 days after asking for them, the Insured may submit their claim in a letter to us. The letter should include the date Disability began, and the cause and nature of the Disability.

**Time Limits on filing Proof Of Loss:** The Insured must give us Proof of Loss within 90 days after Disability occurs. If they cannot do so, they must give it to us as

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soon as reasonably possible. If Proof of Loss is filed outside these time limits, the benefits may be reduced or denied, unless it was not reasonably possible to file the Proof of Loss on time. These limits will not apply while the Insured lacks legal capacity.

**Proof of Loss:** Proof of Loss means written proof that the Insured is Disabled.

**Documentation:** At the Insured's expense, they must submit completed claims statements, their signed authorization for us to obtain information, and any other items we may reasonably require in support of the claim.

**Investigation of Claim:** At our expense, we may have the Insured examined at reasonable intervals by a licensed Physician of our choice, but not more than once a week. We may deny or suspend benefits under the Law if the Insured fails to attend an examination.

**Time of Payment:** We will pay benefits to the Insured within 30 days after receiving satisfactory proof of loss from the Insured. All accrued benefits payable under the Policy will be paid at the end of each week the insured qualifies for them.

**Payment of Claims:** Benefits will be payable to the Insured. Any benefits unpaid at the death of the Insured will be paid to the Insured's estate or legal beneficiary. If any benefits are payable to the Insured's estate, a minor, or to a person not competent to give release for any payment due, we will pay benefits in accordance with paragraphs (c) and (d) of Section 43:21 - 42 of the Law. We will not be liable for any payment made in good faith.

**Notice of Decision on Claim:** The Insured will receive a written decision on their claim within a reasonable time after we receive the claim. If we deny any part of their claim, they will receive a written notice of denial containing:

1. The reasons for our decision;
2. Reference to the parts of the Policy on which our decision is based;
3. A description of any additional information needed to support the claim;
4. Information concerning the right to a review of our decision; and
5. Notice of the Insured's right of appeal to the Division of Temporary Disability Insurance, Bureau of Private Plan, Claims Review Unit, PO Box 957, Trenton, New Jersey 08625-0957.

**Time Limits on Legal Action:** No action at law or in equity may be brought until 60 days after the Insured has given us Proof of Loss. No such action may be brought more than three years after the end of the period within which Proof of Loss is required to be given.

This provision has no effect on the Insured's right of appeal under the Law.

**Assignment:** The rights and benefits under the Policy are not assignable.

**Subrogation:** Where an Insured's claim for compensation for temporary disability, under Title 34, Chapter 15, of the New Jersey Revised Statutes (the

Workers' Compensation Law), is contested, and thereby delayed, we will pay the benefits provided under this Policy until and unless such Insured receives compensation under Title 34, Chapter 15, of the New Jersey Revised Statutes. In the event that workers' compensation benefits, other than benefits for permanent partial or permanent total disability previously incurred, are subsequently awarded for weeks with respect to which the Insured received Disability benefits under this Policy, we will be entitled to be subrogated to such Insured's rights in such an award to the extent of the amount of Disability benefit payments made under this Policy.

**Right of Appeal:** If the Insured and The Standard cannot agree on benefits, the Insured has the right to appeal to the Division. The appeal or complaint must be filed within one year after the beginning of the period for which benefits are claimed, either personally or by mail, by the Insured or his/her representative on a form prescribed by the Division. Upon receipt of such appeal or complaint, the Division will conduct an investigation to determine the facts and settle the issues. The appeal or complaint should be directed to the office of the Division of Temporary Disability Insurance, Bureau of Private Plan, Claims Review Unit, PO Box 957, Trenton, New Jersey 08625-0957.

**Plan Interpretation. This Private Plan and its interpretation and administration shall be governed by the New Jersey Temporary Disability Benefits Law. In the event of ambiguity or conflict, the Law will prevail.**

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