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G&F GRAPHIC SERVICE INC T/A INSERTS EAST
C/O THOMAS SOLECKI
7045 CENTRAL HIGHWAY
MERCHANTVILLE, NJ 08109

1/29/2020

Policy Number: P T1247

Agent: REUBEN WARNER ASSOC., INC

Dear TDB Policyholder,

Enclosed is your 2020 New Jersey Temporary Disability Benefit (TDB) poster that will be effective through June 30, 2020. Based on the new TDB regulations, an updated poster will be mailed prior to July 1, 2020 associated with the new benefits. This notice must be posted conspicuously in or about your place of business.

Statutory Benefit Changes and Highlights for 2020:

- Maximum employee contribution is 0.26% per \$100 of annual taxable wages
- Taxable wage base for the employee is \$134,900 of calendar year wages
- Taxable wage base for the employer is the first \$35,300 of calendar year wages
- For disabilities beginning on or after January 1, 2020 through June 30, 2020 the benefit is 66 2/3% of average weekly wage up to the maximum of \$667 per week
- For disabilities beginning on or after July 1, 2020 through December 31, 2020 the benefit is 85% of average weekly wage up to the maximum of \$881 per week
- Base week minimum is \$200
- Alternative earning test is \$10,000

The maximum employee contribution rate applies to contributory and non-contributory Private Plans. Employers should make adjustments to their payroll systems to ensure the proper deduction taken from employees is 0.26% of taxable wages beginning January 1, 2020. If your plan is non-contributory, the employer is responsible for making the employee contribution under the policy. If your policy provides enhanced coverage or waived requirements or limitations, it is reflected on the poster.

Wesco Insurance Company values your business and we look forward to serving your company and employees.

If you have questions feel free to contact your agent or our policy team is available via email at DBcustomerservice@amtrustgroup.com or at [1-800-535-2711](tel:1-800-535-2711).

Sincerely,

AmTrust Statutory Disability Policy Team

NOTICE OF NEW JERSEY TEMPORARY DISABILITY BENEFITS

FOR ALL ELIGIBLE EMPLOYEES OF

G&F GRAPHIC SERVICE INC T/A INSERTS EAST

PLAN# 233 - 65637 REG# 22-2978093 POLICY # P T1247 - 001 CONTRIBUTORY

The above named Employer hereby gives notice of compliance with provisions of the New Jersey Temporary Disability Benefits Law and its amendments. Disability Benefits are provided for eligible employees during periods of non-occupational disability as provided under the New Jersey Temporary Disability Benefits Law as follows:

Effective January 1, 2020 this notice outlines the benefits WESCO INSURANCE COMPANY, An AmTrust Financial Company, Harborside Two, 200 Hudson St, Ste 800, Jersey City, NJ 07311 will pay under the Employer's Private Plan for NJ Temporary Disability Benefits as approved under the New Jersey Temporary Benefits Law. Benefits for non-occupational disabilities are available while employed for a covered employer for the first 14 days after employment stops, if not covered by another employer.

Definitions 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.

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

Employer means: G&F GRAPHIC SERVICE INC T/A INSERTS EAST

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.

State of Emergency means a natural or man-made disaster or emergency for which a state of emergency has been declared by the President of the United States or the Governor, or for which a state of emergency has been declared by a municipal emergency management coordinator.

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.

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. During a state of emergency, any time, up to a maximum of 90 calendar days, during which a person is laid off or furloughed by an employer due to that employer curtailing operations because of a state of emergency declared after October 22, 2012, shall be regarded as time in which the person is employed for the purpose of determining eligibility for leave time under this act. In making the determination, the base hours per week during the layoff or furlough shall be deemed to be the same as the average number of hours worked per week during the rest of the 12-month period.

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 NJ 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.

WEEKLY BENEFIT RATE: The weekly benefit rate is 66 2/3% of the Employee's average weekly wage, subject to a maximum of 70% of the statewide average weekly remuneration as determined by the New Jersey Commissioner of Labor and Workforce Development. For the year 2020 the weekly maximum benefit is \$667. Benefits will be paid at a rate of one-seventh (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 thereof.

MAXIMUM BENEFIT DURATION: The lesser of 26 weeks times the weekly benefit amount or 1/3 total wages in base year. Benefits are payable starting the 8 day of disability due to injury, and the 8 day of disability due to sickness. If benefits for a period of disability are payable for 3 (three) successive weeks, payment will be made for the first 7 days of disability. Two periods of disability from the same or related cause will be considered as one continuous period of disability only if such periods are separated by not more than 14 days and an employee has earned wages during that time.

BASE WAGE ELIGIBILITY: An employee must have earned at least \$200 per week during a minimum of 20 weeks of the 52 weeks immediately preceding the week of disability or in the alternative \$10,000 in the base year.

EMPLOYEE CONTRIBUTION: The maximum amount an insured Employee may contribute to the cost of the NJ Temporary Disability Benefits shall not exceed 0.26% of the first \$134,900 of the annual taxable wage base.

PLAN LIMITATIONS: No benefits are payable for any of the following:

- A. for the first (7) seven consecutive days of each disability; except that if benefits shall be payable for 3 consecutive weeks with respect to any period of disability, then benefits shall also be payable with respect to the first (7) seven days;
- B. or more than 26 weeks with respect to any one period of disability;
- C. for any period of disability which did not commence while the claimant was a covered individual;
- D. for any period of disability during which the claimant is not under the care of a legally licensed physician, certified nurse-midwife, dentist, optometrist, podiatrist, practicing psychologist; advanced practice nurse; or chiropractor; who when requested by the insurer, shall certify within the scope of the practitioner's practice, the disability of the claimant, the probable duration thereof and, where applicable, the medical facts within the practitioner's knowledge;
- E. for any period of disability due to intentional or self-inflicted injury, or for any injury sustained in the perpetration by the claimant of a crime of the first, second, third or fourth degree, or for any period during which a covered individual would be disqualified for unemployment compensation benefits for gross misconduct under subsection (b) of R.S. 43:21-5;
- F. for any period during which the claimant performs any work for remuneration or profit;

- G. in weekly amount which together with any remuneration the claimant continues to receive from the employer would exceed weekly wages immediately prior to disability;
- H. for any period of disability during which a covered individual would be disqualified for unemployment benefits under subsection (d) of R.S. 43:21-5, unless the disability commenced prior to such disqualification; and there shall be no other cause of disqualification or ineligibility to receive disability hereunder except as may be specifically provided in this act;

NONDUPLICATION OF BENEFITS: No benefits will be paid under this Policy for any period of disability for which benefits 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, WESCO will be entitled to be subrogated to the Employee's rights in such award to the extent of the amount of benefits paid by WESCO. The insured Employee or his or her legal representative will execute and give to WESCO 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.

NOTICE AND PROOF OF CLAIM:

- (A) Notice of claim must be given to WESCO 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 WESCO 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 WESCO 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 WESCO within 30 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, WESCO 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.

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, including a partner to a civil union when the union is in accordance with NJ Law, 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 WESCO of disability benefits upon receipt of such affidavit shall discharge WESCO'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 WESCO, 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 WESCO of disability benefits upon receipt of such affidavit shall discharge WESCO's obligation to the extent of such payment.

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

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

- (a) a surviving spouse including a partner to a civil union when the union is in accordance with NJ Law, or;
- (b) if there is no surviving spouse, the Employee's estate.

RIGHT OF APPEAL: If an insured Employee and WESCO 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**

The Insurance of any employee shall terminate when such person's employment is terminated, unless employee becomes disabled within 14 days immediately following the date of termination of employment provided such employee has not become employed in covered employment.

Paid and authorized vacation shall not be deemed termination of employment. Leaves of absence without pay, or retirement without pay or with or without pension benefits shall be deemed termination of employment.

-HOW TO FILE A CLAIM-

To report a claim, call 1-800-401-2691 within 30 days of commencement of your disability, or send a completed DS-1 claim form to the Wesco claim office:

**WESCO INSURANCE COMPANY
c/o Absolve
P.O. Box 1328, Mt. Laurel, NJ 08054
Fax: 1-800-728-7028
Email: AmTrustNJTDB@absencesolved.com**

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OF BUSINESS.

THE BENEFITS DESCRIBED HEREIN ARE SUBJECT TO THE PROVISIONS OF THE POLICY AND CONFORMS IN ALL RESPECT TO THE NEW JERSEY TEMPORARY DISABILITY BENEFITS LAW, AND WILL NEVER BE LESS LIBERAL THAN THE BENEFITS OTHERWISE PROVIDED IN SAID LAW. THIS NOTICE SUPERSEDES ALL NOTICES PREVIOUSLY ISSUED.