

STATE PLAN SUMMARY

DEFINITIONS

Base Year means the first four of the last five quarters prior to the first day of disability.

Civil union partner means a person with whom you have established a civil union relationship which is valid under the laws of the jurisdiction in which the civil union relationship was created. In addition, government-sanctioned same-sex relationships validly established under the laws of other states and foreign nations that provide substantially all of the rights and benefits of marriage are recognized as civil unions.

Disabled means you cannot do all the duties of your job.

ELIGIBILITY FOR NEW JERSEY TEMPORARY DISABILITY BENEFITS

You are eligible for New Jersey Temporary Disability Benefits if, within the 52 calendar weeks before the week in which you became disabled, you have either:

- a. established at least 20 base weeks; or
- b. earned not less than the Alternate Earnings Requirement.

For a benefit year starting on or after January 1, 2022, "base week" means any calendar week of your base year during which you earned not less than 20 times the minimum wage in effect on October 1 of the calendar year just before the calendar year in which the benefit year begins. If this amount is not a multiple of \$1.00, it will be rounded to the next higher multiple of \$1.00. If, during this time period, you are employed by more than one employer, you may establish a base week with respect to each employer from whom you earned not less than the amount defined in this paragraph. Based on the current state minimum wage of \$13.00 per hour, the base week amount has been declared to be \$240.00.

For disabilities starting on and after January 1, 2022, the Alternate Earnings Requirement has been declared to be \$12,000 per year.

You will not be eligible if you have been unemployed for two weeks or more.

NEW JERSEY TEMPORARY DISABILITY BENEFITS

For each period of disability which begins while you are covered under this plan and for which Prudential is liable, we will pay you a weekly benefit amount of eighty-five percent of your average weekly wage. But we will not pay more than a maximum of 70% of the statewide average weekly wage as determined annually by the New Jersey Commissioner of Labor and Workforce Development pursuant to law. For disabilities starting on and after January 1, 2022, the maximum has been declared to be \$993.00.

We will pay 1/7 of the weekly benefit amount for each day of a partial week that you are disabled.

Benefit amounts will be rounded down to the nearest dollar.

Your average weekly wage is the greater of:

- a. your total wages earned from your most recent covered employer during the base year, divided by the number of weeks in the base year just before the date which your period of disability began; and
- b. your total wages earned from all of your covered employers during the base year, divided by the number of weeks in the base year just before the date which your period of disability began.

Total Benefit Amount Maximum:

New Jersey Temporary Disability Benefits for any period of disability starting on and after January 1, 2022 will stop on the date your total New Jersey temporary disability benefits for the period of disability exceeds the Total Benefit Amount Maximum. The Total Benefit Amount Maximum is an amount equal to the lesser of:

- a. 26 times your weekly benefit amount; or
- b. 1/3 of your total wages earned in the 52 weeks before you became disabled.

The Total Benefit Amount Maximum will be rounded down to the nearest dollar.

NEW JERSEY TEMPORARY DISABILITY BENEFIT LIMITATIONS

No New Jersey Temporary Disability Benefits will be payable:

- a. for the first seven consecutive days that you are disabled. But this does not apply if you are disabled for at least three consecutive weeks.
- b. for more than 26 weeks for any one period of disability.
- c. for any disability that does not start while you are covered by the plan.
- d. while you are not under the care of a licensed physician, dentist, podiatrist, chiropractor, practicing psychologist, optometrist, advanced practice nurse or certified nurse midwife of your choice.
- e. if you become disabled as a result of injury caused by you on purpose; or injury received while you are committing a crime of the first, second, third or fourth degree; or for any period during which you would be disqualified for unemployment compensation benefits due to gross misconduct connected with your work, in accordance with Section 43:21- 5(b) of the New Jersey Revised Statutes.
- f. in a weekly amount, which together with any wages you continue to receive from your employer, would exceed the regular weekly wages you earned just prior to the start of your disability.
- g. if you were disqualified for unemployment compensation benefits under the New Jersey Unemployment Compensation Law due to a labor dispute, unless your disability began before you were so disqualified.

NON-DUPLICATION OF BENEFITS

We will not pay New Jersey Temporary Disability Benefits for any period for which you get or may claim benefits from any of the sources listed below:

- a. any unemployment compensation law or similar law;
- b. any disability or cash sickness benefit or similar law of New Jersey;
- c. any Workers' Compensation Law or occupational disease law or similar law, except for benefits for a permanent partial or total disability which you suffered previously. In case any such benefits are awarded for a period for which we paid you these New Jersey Temporary Disability Benefits, then we shall receive your rights to such award, up to the amount that we paid. If you wish to contest any issue related to our reimbursement of the amount that we paid, you must file an appeal within 24 days from the date of the workers' compensation or occupational disease award. Such appeals should be sent to:

Division of Temporary Disability Insurance
Attention: Private Plan Claims Review Unit
P.O. Box 957
Trenton, New Jersey 08625-0957

Any New Jersey Temporary Disability Benefits that we pay will be reduced by:

- a. amounts paid or payable at the same time under any disability or cash sickness benefit or similar law of a state other than New Jersey;
- b. amounts paid or payable at the same time under a disability or cash sickness program known as maintenance and cure as provided under the federal maritime law commonly referred to as the Jones Act;
- c. amounts paid at the same time by any retirement, pension or permanent disability benefit plan to which your employer contributed on your behalf. This applies to both government and private plans.

PAYMENT OF CLAIMS

Notice of Claim and Proof of Loss - Notice of a claim must be given to Prudential within 20 days after the date your disability begins, or as soon as reasonably possible. However, you must give Prudential written proof of your claim no later than 90 days after the date your disability begins.

Failure to give proof within 90 days will not invalidate nor reduce your claim if it was not reasonably possible to give proof within such time, provided such proof is given as soon as reasonably possible.

The claim form is available from your Employer, or you can request a claim form from Prudential. If you do not receive the form from Prudential within 15 days of your request, send Prudential proof of claim without waiting for the form.

The notice should include your name, your employer's name and contract number. Proof of claim must cover the occurrence, character and extent of the loss for which claim is made.

Payment of Claims - We will pay benefits when we receive due proof of loss. Benefits will be paid every two weeks. Any amount due at the end of the covered period will be paid as soon as we receive due proof of loss.

We will pay you if you are living. Otherwise, we will pay your spouse or civil union partner, if living. Otherwise, we will pay your estate.

Physical Examinations - We may have you examined as often as reasonably necessary while a claim is pending, but not more than once a week.

Legal Actions - You may not sue for benefits less than 60 days after proof of loss is filed nor more than three years after the date claim forms are due. This does not affect in any way your right of appeal under the New Jersey Temporary Disability Benefits Law. If you cannot agree with your employer or us as to the benefits we will pay, you may file a complaint in writing within one year after the start of the period for which you are claiming benefits. Complaints should be sent to:

DISABILITY INSURANCE SERVICE
BUREAU OF PRIVATE PLANS
P.O. BOX 957
TRENTON, NEW JERSEY 08625-0957

