

INTRODUCTION

This certificate is a summary of the temporary disability income benefits provided under a plan sponsored by

The Fedcap Group

for the benefit of their employees. This summary describes the benefit plan in effect on January 1, 2021 under the insurer's Group Policy Number GTDB 720419.

This plan provides benefits for disabilities that do NOT arise out of your employment. It does not replace or affect any coverage required by workers' compensation laws.

Plan Sponsor

As the "plan sponsor", the above employer may be contacted if you have any question about the plan. They will explain the plan to you and help you present any claim for benefits.

TDB Law

This is a "private plan" established under the New Jersey Temporary Disability Benefits Law, referred to here as the "TDB Law". The benefits of this private plan will be payable in lieu of the "state plan" benefits otherwise prescribed by the TDB Law.

The Insurer

The plan benefits are provided through a group insurance policy. That policy was issued to the plan sponsor by UniCare Life & Health Insurance Company, called the "insurer" in this summary. Their main office, 233 S. Wacker Drive, Suite 3700, Chicago, IL 60606 is their "home office". Inquiries to the insurer should be made to that office. Please include the group policy number shown above.

The Group Policy

This summary describes the benefits provided by the group policy discussed above. But it does not change or waive any of the policy's terms or conditions. If a question arises, the group policy will govern. The group policy was issued in the State of New Jersey. Its laws and rules will apply in resolving any questions about the group policy. If you wish to review the complete policy, you may contact the plan sponsor.

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Right of Appeal

It may be that, after claiming benefits, you do not agree with the insurer as to the benefit payable. You may then file a complaint with the Division of Temporary Disability Insurance, Bureau of Private Plans, CN 957, Trenton, NJ 08625-0957. Your complaint must be filed within one year after the start of the period for which benefits are claimed.

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PART 1 - PLAN MEMBERSHIP

Effective Date of Insurance

Your Insurance under this plan begins on the latest of these dates to occur:

- the date shown in the Introduction at the front of this summary;
- the date you become a covered individual as defined by the TDB Law;
- the date you join a covered employment class named in the group policy.

Specific information regarding the TDB Law and the group policy may be obtained from the plan sponsor.

Discontinuance of Insurance

Your insurance will cease on the earliest of these dates to occur:

- the date the group policy is discontinued; but this shall in no way affect your right to the Extended Benefits discussed in this summary;
- the date you are no longer a covered individual under the TDB Law;
- the date you no longer belong to a covered employment class named in the group policy.

Your Contributions

You will be required to contribute toward the cost of the insurance provided by this plan.

PART 2 - TEMPORARY DISABILITY BENEFITS

In this summary, you are “disabled” when you are totally unable to do your employment duties for the plan sponsor. That condition must be the result of your accident or sickness.

As used here, the term “wages” includes all compensation that the plan sponsor pays to you for personal services. Commissions and bonuses are included. Also included is the cash value of such payments in any medium other than cash.

Reference to your “average weekly wage” means: (a) your total wages earned during the base weeks in the eight calendar weeks just before the week your disability began; divided by (b) the number of such base weeks. A base week depends, in part, on the statewide average weekly remuneration paid to workers by those employers who are subject to the TDB Law, as promulgated by the New Jersey Commissioner of Labor under the terms of the TDB Law.

A “base week” is any calendar week in which you earned from an employer who is subject to the TDB Law not less than 20% of the statewide average weekly remuneration referred to above, which shall be rounded to the next higher full dollar if not already a multiple thereof.

Benefit

You will receive benefits from the insurer if you become disabled while insured by this plan., provided that the cause: (a) does not arise out of or in 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 shall be $\frac{2}{3}$ of your average weekly wage. But the amount of weekly benefit so found:

- shall not exceed 53% of the statewide average weekly remuneration to workers by employers subject to the TDB Law (as promulgated by the New Jersey Commissioner of Labor); and
- shall not be less than $\frac{2}{3}$ of the minimum earnings required to establish a “base week” as defined above; and
- shall be rounded to the next lower full dollar, if not already a multiple thereof.

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Under this formula, the weekly benefit is subject to a maximum benefit of \$667.00 for disabilities beginning January 1, 2020 or later.

Your weekly benefit shall not be less than would have been paid by the state plan. Any lesser benefit found above will be raised to the amount the state plan would have paid, unless the following paragraph applies.

An apportionment will be made if: (a) you are in "concurrent employment" as defined in the TDB Law regulations; and (b) such employment is with two or more employers having private plans; and (c) you are thereby insured by two or more private plans. In such event, the benefits of this plan will be apportioned among the private plans. This will be done in proportion to your wages earned from the employers in the last eight weeks before disability began. But, in no event, will you receive less benefit than the most favorable of such private plans, both as to weekly amount and duration.

The payment of weekly benefits for any one continuous period of disability shall begin with:

- the eighth day when due to an accident; or
- the eighth day when due to any other cause.

But when benefits for such period shall be payable for three consecutive weeks, such benefits shall in any event then begin with the first day of disability. Such payments shall continue for not more than 26 weeks of any one continuous period of disability.

The phrase "period of disability" means the entire time that you are disabled. Successive periods of disability will be counted as one continuous period if they are: (a) due to the same or related cause or condition; and (b) separated by a period of not more than 14 days; provided you have earned wages during such 14 day period with the plan sponsor.

The amount of benefit for any number of days less than a full week shall be a pro rata part of the weekly benefit. For each such day of disability, the amount of benefit shall be 1/7 of the weekly benefit; but the total benefits paid will be rounded to the next lower full dollar, if not already a multiple thereof.

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Exclusions: The disability benefits discussed above are not payable to you:

- a. for any period as to which benefits are paid or payable under:
(1) an unemployment compensation or similar law; or (2) a disability or cash sickness benefit or similar law. Reference here is to the laws of the federal or any state government.
- b. for any period of disability which began before you were insured by this plan.
- c. for any period during which you are not under the care of a doctor. Here, the term "doctor" means a licensed physician, dentist, podiatrist, chiropractor, optometrist, practicing psychologist, advanced practice nurse, or certified nurse midwife.
- d. for any period due to: (1) your willful and intentional self-injury; or (2) injury arising in your commission of a crime of the first second or third degree.
- e. for any period in which you perform any work for compensation or profit.
- f. in an amount per week which, added to any compensation the plan sponsor continues to pay you, would exceed your regular wage per week just before becoming disabled.
- g. for any period as to which you would be disqualified for unemployment compensation under subsection 43:21-5(d) of the New Jersey Revised Statutes (relating to disputes). But this exclusion will not apply if the disability began prior to such disqualification.

Extended Benefits

It may happen that you are disabled when this insurance ceases. If so, benefits will be payable during the period that you continue to be disabled, just as though this insurance had remained in effect.

You may become disabled within the first two weeks after ceasing employment with the plan sponsor. If you have not become employed by another employer subject to the TDB Law, this plan's benefits will be paid. It will be as though the disability had begun while you were still employed by the plan sponsor.

PART 3 - HOW TO CLAIM BENEFITS

Due written proof of claim is required in order to receive benefits under this plan. The requirements are discussed here.

Notice of Claim

Notice of a claim must be given within 30 days after a covered loss starts, or as soon as reasonably possible. Written notice can be given to the insurer at its home office or to the insurer's agent. Reference to a "loss" merely means that an event occurred for which this plan provided a benefit. The notice must identify you along with the group insurance policy number shown in the Introduction at the front of this summary.

Claim Forms

When the insurer receives the notice of claim, it will send the claimant forms for filing proof of loss. The needed forms may also be obtained from the plan sponsor. If these forms are not given to the claimant within 15 days, the claimant will meet the proof of loss requirements by giving the insurer a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss section.

The proof of loss form must be completed by you, the plan sponsor, and your attending doctor. The term "doctor" here means a licensed physician, dentist, podiatrist, chiropractor, optometrist or practicing psychologist who shall certify to your disability.

Proof of Loss

Due written proof of loss must be given to the insurer within 30 days after the start of the period for which the insurer is liable. Then, the insurer can also require proof of continued disability at reasonable intervals. Failure to furnish any required proof when due shall not invalidate or reduce the claim if the proof is given as soon as reasonably possible.

Payment of Claim

Subject to the receipt of the required proof of loss, the insurer will pay any disability benefit due at the end of each week for which benefits are payable; any balance remaining unpaid at the end of the period for which the insurer is liable will be paid at that time.

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Such benefits will be paid to you, unless the following provisions apply.

If you are unable to execute a valid release, the insurer can pay any benefits due you to any person or institution that has assumed your custody and principal support. But this will not be done after claim has been made by your duly appointed legal representative. The insurer will be discharged to the extent of such payments made in good faith.

If a claim for disability benefits is not filed by an otherwise eligible individual prior to his death, the first claim for such benefits may be filed by the surviving spouse, or such other person or persons who may be legally entitled thereto.

Physical Examinations

The insurer has the right to have a doctor it chooses examine any plan member whose accident, sickness or pregnancy is the basis of a claim. This may be required at reasonable intervals until the claim is paid, but no more than once per week. If the member has died, the insurer may require an autopsy, unless it is prohibited by law. Such an exam or autopsy will be at the insurer's expense.

Legal Actions

There are time limits as to when the legal action can be taken to obtain group policy benefits. No legal action can be taken until 60 days after written proof of loss has been given as discussed above. No legal action can be taken more than 3 years after written proof of loss was required by the above terms. But this provision in no way affects your right to appeal under the TDB Law.