

NOTICE OF NEW JERSEY TEMPORARY DISABILITY BENEFITS

RELIANCE STANDARD LIFE INSURANCE COMPANY

(herein referred to as "RSL") 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 the employees of Saks Fifth Avenue, LLC (herein referred to as "the Employer").

Policy No.: G 151377

Private Plan No.: 247-74329

Effective Date: January 1, 2020

Employee Contributions Required:

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

The insurance described in this notice is subject to all of the terms of the Policy. RSL 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.

Requirements For Entitlement To be entitled to benefits, the individual must have established at least 20 Base Weeks within the Base Year, or not less than 1,000 times the current minimum wage in effect 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.

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

Accident: We will pay benefits from the 8th consecutive day of Disability.

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

If benefits are paid for 3 consecutive weeks, then the first 7 days of Disability are payable.

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:

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 as determined under the Law, computed to the next lower multiple of \$1.00, if not already a multiple thereof.

Date	Base Week Amount	Maximum Weekly Benefit
01/01/2024	\$283	\$1,055

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 a 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 payable up to a maximum of 26 weeks.

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.

Partial Disability Benefit: For any week with respect to a period of Disability of an Insured who is otherwise eligible for benefits but only able to return to work on a reduced basis while recovering from the Disability, if permitted by the employer to return to work on the reduced basis, the Insured shall be paid an amount of benefits with respect to that week such that the sum of the wages and those benefits paid to the Insured, rounded to the next lower multiple of \$1.00, will equal the weekly benefit amount the Insured would have been paid if totally unable to perform the duties of employment due to Disability, provided that the Insured must have been totally unable to perform the duties of employment due to Disability and receiving full benefits for at least seven consecutive days prior to claiming partial benefits under this benefit;

The maximum duration of partial benefits paid is eight weeks, unless after We review medical documentation from a qualified healthcare provider, approve in writing an extension beyond eight weeks, but in no case will the duration be extended to more than 12 weeks.

If the Insured is able to return to work on a reduced basis but the employer is unable or otherwise chooses not to permit the Insured to do so, the Insured will continue to be eligible for benefits until such Insured is fully recovered from the Disability and able to perform the duties of employment.

Nothing in this provision shall be construed as increasing the total number of weeks of Disability benefits for which the Insured is eligible.

For the purposes of this provision, "qualified healthcare provider" means a legally licensed physician, dentist, podiatrist, chiropractor, certified nurse midwife, advanced practice nurse or public health nurse designated by the division.

Definitions:

Average Weekly Wage means the amount derived by dividing an Insured's total Wages earned from the Insured's most recent Covered Employer during the Base Weeks in the Base Year immediately preceding the calendar week in which a period of Disability commenced.

If the computation in the above paragraph yields a result which is less than the Insured's Average Weekly Wage in employment with all Covered Employers during the Base Weeks in the Base Year, then the Average Weekly Wage shall be computed on the basis of earnings from all Covered Employers during the Base Weeks in the Base Year immediately preceding the week in which the period of Disability commences.

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 20 times the current minimum wage in effect on October 1 of the calendar year preceding the calendar year in which the benefit year commences. This amount shall be adjusted to the next higher multiple of \$1.00 if not already a multiple thereof. If in any calendar year an individual subject to this definition is in employment with one employer, the individual may in that calendar year establish a base week with respect to each of the employers for whom the individual earns remuneration equal to not less than the amount defined in this paragraph during that week.

Base Year means the first four of the last five completed calendar quarters immediately preceding the period of Disability, except that, if the Insured does not have sufficient qualifying Base Weeks or Wages in that Base Year to qualify for benefits, the Insured shall have the option of designating that the Insured's Base Year shall be the "alternative base year" which means the last four completed calendar quarters immediately preceding the period of Disability; and except that if the Insured does not have sufficient qualifying Base Weeks or Wages in the last four completed calendar quarters immediately preceding the period of Disability, "alternative base year" means the last three completed calendar quarters immediately preceding the Insured's benefit year and, of the calendar quarter in which the period of Disability commences, the portion of the quarter which occurs before the commencing of the period of Disability.

Covered Employer means an employer subject to the New Jersey Temporary Disability Benefits Law.

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Covered Individual means a person who is in employment as defined by the New Jersey Unemployment Compensation Law for which he/she is 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.

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.

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.

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 employers.

Wages mean 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 he/she is a Covered Individual as defined under the Law on the basis of employment by the 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 he/she becomes a member of such 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 he/she is no longer a member of an Eligible; or (3) the date he/she is no longer a Covered Individual as defined under the Law on the basis of employment by the employer. However, coverage under the Policy will continue for up to two weeks following the date an employee's employment ended, unless he/she becomes employed by another Covered Employer during such time. If such an event occurs, his/her continued coverage under the Policy will terminate on the date he/she becomes so employed.

Limitation of Benefits: No benefits are Payable:

- (a) for any period of Disability (I) for which a benefit is payable under any unemployment compensation or similar, or under any disability or cash sickness benefit or similar law, of this State or any other State, or of the Federal Government; and (ii) for which a benefit is payable, other than benefits for permanent partial or permanent total disability previously incurred, under any workmen's compensation law, occupational disease law, or similar legislation, of this State or any other State, or of the Federal Government.
- (b) for any period of Disability which did not commence while the individual was insured under the Policy;
- (c) for any period during which the Insured is not under the care of a legally licensed physician, dentist, optometrist, practicing psychologist, advanced practice nurse, certified nurse midwife, podiatrist, or chiropractor;
- (d) for any period of Disability due to willfully and intentionally self-inflicted injury; or to injury sustained in the perpetration 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;

- (e) for any period during which the Insured performs any work for remuneration or profit;
- (f) in a weekly amount which together with any remuneration the Insured continues to receive from his/her employer would exceed his/her regular weekly wages immediately prior to Disability;
- (g) 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 governmental or private retirement, pension or permanent disability benefit or allowance program to which the Insured's most recent employer contributed on his/her behalf.

Benefits will not be paid for any period in which benefits are paid or payable under any unemployment compensation or similar law, or under any disability or cash sickness benefit or similar law of New Jersey or any other state or the federal government; except that:

- (1) If an Insured is eligible for benefits herein and benefits are also paid or payable to the Insured under a disability benefit law of another state, the Insured shall be paid the benefits provided herein, reduced by the amount paid concurrently under the provisions of the other state's law; and
- (2) If an Insured is eligible for benefits herein and benefits are also paid or payable to the Insured 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, the Insured shall be paid the benefits provided herein, reduced by the amount paid concurrently under the provisions of the maintenance and cure program.

CLAIM PROVISIONS:

Notice Of Claim: Written notice of claim must be given to us within 30 days after a Disability covered by the Policy occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Office or to our authorized agent. The notice should include the Insured's name, the Policy Number, and the name of the Policyholder.

Claim Form: When we receive the Notice of Claim, we will send the person claiming benefits (referred to as the "claimant") the claim forms needed to file the claim with us within 15 days after we receive such notice. If the person making claim does not receive such forms before the expiration of 15 days after we receive Notice of claim, the person making such claim shall be deemed to have complied with the requirements of the Policy as to Proof of Loss upon submitting within the time described under Proof Of Loss for filing proof of loss, written proof covering the occurrence, character and extent of the loss for which claims is made.

Proof Of Loss: Written proof of loss must be sent to us within 90 days after a loss occurs. If written proof is not given within that time, the claim will not be invalidated or reduced if it is shown that written proof was given as soon as reasonably possible.

Time Of Payment Of Claim: When we receive written Proof of Loss covered by the Policy, we will pay any benefits due within 30 days after receipt of proof, and, subject to due Proof of Loss, all accrued benefits payable under the Policy will be paid not later than at the expiration of each period of 30 days during the continuance of the period for which we are liable. Any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of such proof.

Payment of Claims: Benefits will be payable to the Insured employee. Any benefits unpaid at the death of the Insured will be paid to 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.

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Physical Examination: We will, at our own expense, have the right to have a claimant examined by a licensed physician to determine the existence of any Disability which is the basis of a claim so often as it may be reasonably required while such claim is pending, but not more than once a week.

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, and such Insured is eligible for benefits under this Policy, 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 (the Workers' Compensation Law). 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.

Legal Action: No legal action may be brought against us to recover on the Policy until 60 days after written Proof of Loss has been given as required by the Policy. No legal action can be taken more than 3 years after written proof of loss was required by the Policy. This provision has no effect on the Insured's right of appeal under the Law.

Right Of Appeal: If the Insured and RSL 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 Plans, Claims Review Unit, PO Box 957, Trenton, New Jersey 08625-0957.**

Advance Claim Submission: If an Insured knows of an anticipated period of disability in advance, the Insured may provide proof of claim prior to, but not more than 60 days before the date the period of disability is expected to commence. If satisfactory proof of claim has been provided, we will initiate benefit payment as of the benefit commencement date.

If we are unable to make a determination on the Insured's claim, the Insured will be advised prior to the first date of disability as to what additional information is needed and given the opportunity to resubmit their claim. If proof of claim is provided less than 30 days before the period of disability commences, we will initiate benefit payment within 30 days of receipt of satisfactory proof of claim.

Overpayment Recovery: An overpayment occurs when we determine that the total amount paid in benefits is more than the amount that was due to the Insured under the policy. Pursuant to New Jersey Disability Law, if the overpayment results because of an error made by the employer, physician or us and the Insured did not knowingly misrepresent or withhold any material fact to obtain the benefits, the following limits apply: (1) The amount withheld from any subsequent benefit check shall be an amount not greater than 50% of the amount of the check; and (2) any repayments of overpayments will be waived in cases where the Insured is permanently disabled or deceased.

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