

RELIANCE STANDARD

LIFE INSURANCE COMPANY

Home Office: Schaumburg, Illinois • Administrative Office: Philadelphia, Pennsylvania

Reliance Standard Life Insurance Company (referred to as *RSL, We, Us or Our*) agrees to provide New Jersey Temporary Disability Benefits in accordance with the terms of the Policy and **the Temporary Disability Benefits Law of the State of New Jersey** including any amendatory or supplementary laws which are or may have become effective during the continuance of the Policy, to Insured persons in exchange for the payment of premium and a signed application.

Coverage is subject to all the terms and provisions of the Policy. All of the provisions of **the New Jersey Temporary Disability Benefits Law** shall be and remain a part of the Policy as fully and completely as if written in the Policy, so far as they apply to Disability benefits provided by the Policy.

POLICYHOLDER:	Saks & Company LLC
POLICY NUMBER:	G151377
EFFECTIVE DATE:	January 1, 2020
ANNIVERSARY DATES:	January 1, 2021 and each January 1st thereafter
PREMIUM DUE DATES:	January 1, 2020 and the 1st of each month thereafter

The Policy is signed by the President and Secretary:



President



Secretary

New Jersey Temporary Disability Benefits Law Insurance Policy

Non-Participating

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SECTION 1 - SCHEDULE OF BENEFITS

Name Of Subsidiaries, Divisions Or Affiliates To Be Covered: Saks Fifth Avenue, LLC; Saks Direct LLC

Eligible Classes:

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

However, 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 Accident, 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 rate will be determined as follows:

2/3 of the Insured Person's Average Weekly Wage, subject to a maximum of 53% 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.

For disabilities beginning on or after July 1, 2020, 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.

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 paid up to a maximum of 26 weeks.

SECTION 1 – SCHEDULE OF BENEFITS (Continued)

Contributions: None – the Employer will pay 100% of the cost of the Private Plan.

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.

Termination of the Weekly Benefit

The Weekly Benefit will terminate on the earliest of the following dates:

- (1) the date the Insured is no longer Disabled as defined under the Law;
- (2) the date the Insured dies; or
- (3) the date the Maximum Duration of Benefits has been met.

SECTION 2 - 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 week 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 the Disability commenced. If the preceding computations are less than the individual’s average weekly earnings in employment with all Covered Employers during the base weeks in the 26 calendar weeks immediately preceding the week in which the Disability commenced, the Average Weekly Wage shall be computed by the NJ Department of Labor and Workforce Development. The computation will be based on earnings from all the individual’s Covered Employers during the Base Weeks in those 26 weeks. A written request by the individual must be made to the NJ Department of Labor and Workforce Development. The computation will be provided to the individual and their 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 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 52 calendar weeks preceding the week in which Disability commenced.

“Covered Employer” means an 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 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.

“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.

SECTION 3 - ELIGIBILITY, EFFECTIVE DATE AND TERMINATION OF INSURANCE

Eligibility Requirements

A person is eligible for insurance under the Policy if he/she:

- (a) is a Covered Individual as defined under the Law on the basis of employment by the employer;
and
- (b) is a member of an Eligible Class described in Section 1 - Schedule of Benefits.

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 Class as described in Section 1-Schedule of Benefits;
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.

SECTION 4 - POLICY PROVISIONS

The Contract

The Policy is a contract between the Policyholder and RSL. The contract consists of the Policy and the Policyholder's application. The Policyholder's application will be attached to the Policy at time of issue. Any statement made by the Policyholder or by the persons insured shall be deemed representations and not warranties. No statement made by any person insured shall avoid the insurance or reduce benefits thereunder unless such statement is contained in a written instrument signed by the person insured. All time periods described in the Policy begin at 12:01 a.m. and end at 12:00 midnight, at the Policyholder's place of business.

Concurrent Employment

An apportionment will be made if (a) the Insured is in "concurrent employment" as defined in the Law and (b) such employment is with two or more employers having Private Plans; and (c) the insured is thereby insured by two or more Private Plans. In such event, the benefits of the Policy will be apportioned among the Private Plans. This will be done in proportion to the Insured's Wages earned from the employers in the eight weeks prior to the date Disability began. But in no event will the Insured receive less benefit than the most favorable of such Private Plans, both as to weekly amount and duration.

Termination of The Policy

- **Termination by Policyholder**

The Policyholder may terminate the Policy by furnishing written notice to RSL and the Division at least 30 days prior to the effective date of such termination. But, unless sooner permitted by the State, such termination shall not occur less than 30 days after:

- (1) such notice has been given to the Division and RSL; and
- (2) written notices are given to all Insured employees or posted so as to assure their being seen by the Insured employees.

- **Withdrawal of Private Plan Approval**

Under the terms of the Law, the Division may, for cause, withdraw its approval of the Private Plan insured by the Policy. If so, the Policy will terminate upon the Division's notice of such withdrawal.

- **Termination by RSL**

RSL may terminate the Policy at any time, including if the number of Insureds under the Private Plan insured by this Policy falls below the Minimum Participation Requirement shown in Section 1-Schedule of Benefits, by furnishing written notice to the Policyholder and the Division at least 60 days prior to the effective date of such termination, unless the Policy is to be terminated for non-payment of premium. Unless sooner permitted by the Division, such termination shall not occur less than 60 days after our written notice to the Division and the Policyholder.

In the event of non-payment of premium, written notice must be furnished to the Division 15 days prior to the effective date of such termination. Unless sooner permitted by the Division, such termination shall not occur less than 15 days after our written notice to the Division and the Policyholder.

SECTION 4 - POLICY PROVISIONS (Continued)

Conformity with Statute

Terms of the Policy conflicting with the Laws that govern it as its effective date are amended to conform to such Laws.

Changes in the Law

The Law may be changed so as to increase our liability. If so, we may terminate the Policy within the following six months. But, unless sooner permitted by the Division, such termination shall not occur less than 60 days after our written notice to the Division and the Policyholder.

Changes in The Policy

No changes to, or waiver of, any provisions of the Policy shall be valid unless they are in writing and are approved by an Officer of RSL and evidenced by endorsement on the Policy, or by amendment to the Policy signed by the Policyholder and RSL. No agent has the authority to change the Policy or waive any of its provisions.

Maintenance of Records

It is the responsibility of the Policyholder to maintain sufficient records of all Insureds, and to notify RSL on a timely basis of any changes to those records, such as additions, changes and terminations. RSL reserves the right to examine these records at the place where they are kept during normal business Hours. These records must be maintained for at least 3 years after the Policy terminates.

Misstatements-Clerical Errors

Clerical errors will not: (a) terminate insurance which should otherwise be in effect; (b) continue insurance which should otherwise terminate; (c) create insurance which should not be in effect; or (d) change the amount of insurance which should otherwise be in effect.

Not In Lieu Of Workers' Compensation

This Policy does not satisfy any requirement for Workers' Compensation insurance.

Private 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.

Posting Notice

RSL will issue a notice to be posted at the Insureds' place of employment. The notice will describe the insurance to which the Insureds are entitled and to whom benefits are payable.

Assignment

No assignment of the Policyholder's interest in this Policy will bind RSL without RSL's written consent.

SECTION 4 - POLICY PROVISIONS (Continued)

Information Required

Upon request, the Policyholder and/or RSL will give the Division the information needed as to matters pertaining to this Private Plan.

State Required Information and Assessments

RSL and the Policyholder shall furnish such information regarding the Policy as the State may require to administer the Law. Reference to "State" in the Policy means the Division of Temporary Disability Insurance of the New Jersey Department of Labor.

RSL will pay the assessments made by the State under the Law that: (a) are made upon the Covered Employer while the Policy is in force; and (b) are based upon the Private Plan provided by this Policy; and which represent:

- (i) the Covered Employer's proportionate share of the calendar year deficit in the New Jersey Unemployment Disability Account based on taxable wages reported under the Private Plan for the calendar year indicated; and
- (ii) a proportionate share of administrative costs based on taxable wages reported under the Private Plan for the fiscal year indicated.

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.

Reimbursement of Funds

If Disability benefits have been paid under the Private Plan insured by this Policy in error to an Insured and such Insured is correctly entitled to benefits under another program or policy, such as the New Jersey State Plan, Disability During Unemployment, or another Private Plan not insured by this Policy, for that same period of Disability, the Division may arrange for a reimbursement of funds between the two programs and/or policies. If it is determined that the benefits were received as a result of the Insured making a false statement knowing it to be false or knowingly failing to disclose a material fact, the Insured will be subject to a fine and repayment of the overpaid amount as defined under the Law.

SECTION 5 – PREMIUM PROVISIONS

Payment of Premiums

It is the responsibility of the Policyholder to pay all premiums required under the Policy when due. Any change in the premium contribution basis must be approved by us. The premium for the Policy must be paid by the Policyholder, or by an authorized agent of the Policyholder. The dates that premiums are due are shown on the Policy Cover Page. All premiums due and payable to us should be remitted to us as shown on the premium statement sent to the Policyholder.

Premium Rate

The Policyholder will be notified in writing of the premium rate on or before the Effective Date of the Policy, and thereafter, when the premium rate is changed. We may change the premium rate on any Premium Due Date:

- (a) when coverage is changed under the Policy;
- (b) on each Policy Anniversary Date; or
- (c) on the effective date of any amendment to the New Jersey Temporary Disability Benefits Law which affects the terms and provisions of the Policy.

Grace Period

The Policyholder has a grace period of 31 days after the due date of any premium, other than the first premium, to pay the premium, subject to the Termination of The Policy provision.

Maximum Employee Contributions

The maximum an employee may contribute to premium is set by the Law.

SECTION 6 - LIMITATION AND REDUCTION OF BENEFITS

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 law, or under any disability or cash sickness benefit or similar law, of this State or of any other State or of the Federal Government; or
 - (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 of any other State or 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.

SECTION 7 - 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 claim 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 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.

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.

SECTION 7 - CLAIM PROVISIONS (Continued)

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 affect 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:

**Division of Temporary Disability Insurance
Bureau of Private Plans
Claims Review Unit
P.O. Box 957
Trenton, New Jersey 08625-0957**