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**SYMETRA LIFE INSURANCE COMPANY**

**NOTICE OF COMPLIANCE WITH THE NEW JERSEY TEMPORARY DISABILITY BENEFITS LAW**

Symetra Life Insurance Company has issued a “New Jersey Temporary Disability Benefits Insurance Group Policy” to the Policyholder named below which satisfies the requirements of a Private Plan under the New Jersey Temporary Disability Benefits Law.

POLICYHOLDER:..... EMR (USA Holdings) Inc.  
 GROUP POLICY NUMBER: .... 01 020379 00  
 POLICY EFFECTIVE DATE: ... January 1, 2022  
 POSTER EFFECTIVE DATE:.. January 1, 2026  
 PRIVATE PLAN NUMBER:..... 257-75920

Your coverage under the Group Policy is shown in this Poster. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Poster. “We”, “us”, and “our” refer to Symetra Life Insurance Company. “You” and “your” refer to the insured Eligible Employee. Other defined terms are printed with an initial capital letter.

**PART 1 -- ELIGIBILITY FOR INSURANCE**

**A. DEFINITION OF ELIGIBLE EMPLOYEE**

You are an Eligible Employee if you are:

1. A Covered Individual;
2. In the following class of employees: all covered employees of the employer;
3. Entitled to New Jersey Temporary Disability Benefits by having established at least 20 Base Weeks in New Jersey covered employment during the Base Year with earnings of at least \$310 per week, or, in the alternative, by having earned at least \$15,500 as determined under the New Jersey TDB Law during the Base Year;

**B. EMPLOYEE CONTRIBUTIONS**

For Noncontributory Insurance  
 Your Insurance is Noncontributory.

**PART 2 -- NEW JERSEY TEMPORARY DISABILITY BENEFITS INSURING CLAUSE**

Subject to all the terms of the Group Policy, we will pay the New Jersey TDB Benefit described in Part 3 upon receipt of satisfactory written proof that you have become Disabled as defined in Part 6 while insured under the Group Policy. The Group Policy meets the minimum plan requirements of the New Jersey TDB Law, and the New Jersey TDB Benefit payable under the Group Policy will not be less than the benefit you are entitled to receive under the New Jersey TDB Law.

**PART 3 -- SCHEDULE OF NEW JERSEY TEMPORARY DISABILITY BENEFITS INSURANCE**

**A. AMOUNT OF WEEKLY NEW JERSEY TDB BENEFIT**

Your weekly New Jersey TDB Benefit equals 85% of your Average Weekly Wage up to a Maximum New Jersey TDB Benefit of \$1,119. Your New Jersey TDB Benefit will be rounded to the next lower multiple of \$1.00 if not already a multiple thereof.

Note: If a New Jersey TDB Benefit is payable for part of a week, the New Jersey

TDB Benefit will equal the number of calendar days for which New Jersey TDB Benefits are payable times one-seventh of your weekly New Jersey TDB Benefit.

#### AVERAGE WEEKLY WAGE

(1) Average weekly wage means the amount derived by dividing a covered individual's total wages earned from the individual's most recent covered employer during the base weeks in the eight calendar weeks immediately preceding the calendar week in which a period of disability commenced, by the number of such base weeks.

(2) If the computation in paragraph (1) yields a result which is less than the individual's average weekly earnings in employment 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 base weeks in the eight calendar weeks immediately preceding the week in which the period of disability commenced.

(3) If the computations in paragraphs (1) and (2) both yield a result which is 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 period of disability commenced, then the average weekly wage shall, upon a written request to the Department of Labor and Workforce Development by the individual on a form provided by the Department of Labor and Workforce Development, be computed by the department on the basis of earnings from all covered employers of the individual 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 shall be provided by the Department of Labor and Workforce Development to the individual and the individual's employer.

#### B. WAITING PERIOD

WAITING PERIOD means the length of time you must be continuously Disabled before New Jersey TDB Benefits become payable.

Your Waiting Period for each period of Disability due to sickness is 7 days.

Your Waiting Period for each period of Disability due to accident is 7 days.

There is no Waiting Period for each period of Disability which is the result of any organ or bone marrow.

Your Waiting Period begins on the date you become Disabled. No New Jersey TDB Benefits are payable for the Waiting Period, except as follows: A New Jersey TDB Benefit will be paid retroactively for the Waiting Period if you receive three consecutive weeks of New Jersey TDB Benefits.

#### C. MAXIMUM BENEFIT PERIOD

MAXIMUM BENEFIT PERIOD means the longest period of time for which New Jersey TDB Benefits are payable for any one period of continuous Disability.

Your Maximum Benefit Period equals the lesser of 26 weeks or the period ending when you have received the equivalent of 1/3 of your total earnings in New Jersey covered employment during the Base Year, rounded to the next lower multiple of \$1.00 if not already a multiple thereof.

Your Maximum Benefit Period begins on the date you become Disabled.

Temporary Recovery during the Maximum Benefit Period:

For purposes of continuing New Jersey TDB Benefits during the Maximum Benefit Period, any two periods of Disability from the same or related cause or condition will be added together and treated as one period of continuous Disability if they are separated by a period of temporary recovery of 14 days or less, during which you earn wages from the Employer. Thus, a new Waiting Period will not be required, the amount of your New Jersey TDB Benefit will not change, and the Maximum Benefit Period will be the balance of the Maximum Benefit Period remaining unused before the period of temporary recovery.

#### PART 4 -- NONDUPLICATION OF BENEFITS

In accordance with the provisions of the New Jersey Temporary Disability Benefits Law, no benefits shall be paid under this private plan for any period with respect to which benefits are

paid or are payable under any unemployment compensation or similar law, or under any disability or cash sickness benefit or similar law, of New Jersey or of any other state or of the federal government. Nor shall benefits be paid for any period with respect to which benefits, other than benefits for permanent partial or permanent total disability previously incurred, are paid or are payable on account of the disability of a covered individual under any workers compensation law, occupational disease law, or similar legislation, of New Jersey or any other state or the federal government.

Where a claimant's claim for compensation for temporary disability, under the provisions of the New Jersey Workers Compensation Law, is contested and thereby delayed and such claimant is otherwise eligible for benefits under this private plan, said claimant shall be paid the benefits provided by the private plan until and unless said claimant receives compensation under the provisions of the New Jersey 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 claimant has received disability benefits pursuant to this private plan, the private plan shall be entitled to be subrogated to such claimant's rights in such award to the extent of the amount of disability payments made hereunder. Disability benefits otherwise required hereunder shall be reduced by the amount paid concurrently under any governmental or private retirement, pension or permanent disability benefit or allowance program to which the individual's most recent employer contributed on his or her behalf.

#### **PART 5 -- LIMITATIONS**

Notwithstanding any other provisions of this private plan, no benefits shall be payable hereunder:

- (a) For the first seven (7) consecutive days of each period of disability, except that if benefits are payable for three (3) consecutive weeks with respect to any period of disability or (ii), due to your donation of any organ or bone marrow then benefits shall also be payable with respect to the first seven (7) days thereof;
- (b) For 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 during which the claimant is not under the care of a legally licensed physician, dentist, optometrist, practicing psychologist, podiatrist, advanced practice nurse, certified nurse midwife, chiropractor, or public health nurse designated by the division who when requested by the insurer, shall certify within the scope of his or her practice, the disability of the claimant, the probable duration thereof, and, the medical facts within his or her knowledge;

(e) For any period of disability due to willfully and intentionally self-inflicted injury, or to 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 a weekly amount which together with any remuneration the claimant continues to receive from the employer would exceed his or her regular weekly wages immediately prior to disability;

(h) For any period during which the claimant would be disqualified for unemployment compensation benefits under the New Jersey Unemployment Compensation Law due to a labor dispute, unless the disability commenced prior to such disqualification.

#### **PART 6 -- BENEFITS AFTER INSURANCE ENDS OR IS CHANGED**

Your right to receive New Jersey TDB Benefits for a period of continuous Disability which begins while you are insured under the Group Policy will not be affected by:

1. The termination of the Group Policy after the date you become Disabled.
2. The termination of your Insurance while the Group Policy remains in force.
3. The termination of this Insurance for your classification of employees of the Employer.

## **PART 7 -- DEFINITION OF DISABILITY**

You are Disabled if you are continuously and totally unable, as a result of sickness or accident, to perform the duties of your own occupation in your employment with the Employer including if the disability is the result of your donation of any organ or bone marrow except that a person who is otherwise eligible for benefits but is only able to return to work on a reduced basis while recovering from the Disability may receive benefits. The person, if permitted by the employer to return to work on the reduced basis, 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 person, rounded to the next lower multiple of \$1.00, will equal the weekly benefit amount the person would have been paid if totally unable to perform the duties of employment due to disability. The individual 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. The maximum duration of partial benefits paid pursuant to this subsection is eight weeks, unless the division, after a review of medical documentation from a qualified healthcare provider, approves in writing an extension beyond eight weeks, but in no case shall the duration be extended to more than 12 weeks.

## **PART 8 -- WHEN INSURANCE ENDS**

Your Insurance will end automatically on the earliest of the following dates:

1. Two weeks after termination of employment.
2. The date you become insured for New Jersey Temporary Disability Benefits through another employer.
3. The date the Group Policy terminates or is amended to terminate coverage for your classification of employees.
4. Any amendment to the Group Policy approved after the date you become Disabled.

If a period of continuous Disability is extended by a new cause while New Jersey TDB Benefits are payable, New Jersey TDB

Benefits will continue while you remain Disabled (subject to the terms of the Group Policy), but not beyond the end of the original Maximum Benefit Period.

## **PART 9 -- CLAIMS PROVISION AND PROCEDURES FOR NEW JERSEY TDB BENEFITS**

### **A. PAYMENT OF BENEFITS; TIME OF PAYMENT**

All New Jersey TDB Benefits will be paid to you. Any New Jersey TDB Benefits remaining unpaid at your death will be paid to your estate.

All benefits payable under the Group Policy will be paid within 30 days after we receive satisfactory written proof of loss in connection with the claim for benefits. All accrued New Jersey TDB Benefits payable under the Group Policy will be paid not less frequently than weekly during the continuance of the period for which benefits are payable. Any benefits remaining unpaid at the end of that period will be paid immediately after the receipt of satisfactory written proof of loss in connection with the claim for benefits.

### **B. NOTICE OF CLAIM**

You must claim New Jersey TDB Benefits within 30 days after the date you become Disabled or as soon thereafter as reasonably possible. These time limits will not apply during any period when you lacked the legal capacity to file a claim.

### **C. FILING A CLAIM**

After we receive the written notice of claim, we will provide you with claim forms for furnishing us with satisfactory written proof of loss. If you fail to receive claim forms within 15 days, you may submit your claim in a letter stating the occurrence, character, and extent of the event for which the claim is made.

### **D. PROOF OF LOSS**

No New Jersey TDB Benefits will be paid unless you provide us with satisfactory written proof of loss within 30 days after the end of the Waiting Period or as soon thereafter as reasonably possible.

You must submit the following documents:

1. A completed claim statement signed by you.
2. A completed claim statement signed by the Policyholder.
3. A completed claim statement signed by your treating Physician.

#### **E. INVESTIGATION OF YOUR CLAIM**

We have the right at any time to conduct an investigation of your claim.

#### **F. INDEPENDENT EXAMINATION**

We have the right to have you examined at our expense at reasonable intervals, but not more often than once a week, while you are claiming New Jersey TDB Benefits. Any such examination will be conducted by one or more Physicians of our choice.

We have the right to defer or suspend payment of New Jersey TDB Benefits if you fail to attend an examination or fail to cooperate with the person conducting the examination. In such a case, New Jersey TDB Benefits may be resumed, provided that the required examination occurs within a reasonable time and New Jersey TDB Benefits are otherwise payable.

#### **G. NOTICE OF DECISION ON CLAIM**

You will receive a written decision on your claim within 30 days after we receive your claim. If we deny all or any part of your claim, you will receive a written notice of denial containing:

1. The reasons for the denial.
2. Reference to the provisions of the Group Policy on which the denial is based.
3. A description of any additional information or documentation you must submit to obtain benefits and an explanation of why such information or documentation is required.
4. Notice of your right to a review of the denial.

5. A description of the review procedure.

If you do not receive a written decision on your claim within 30 days after your claim is received, you will have an immediate right to request a review under the review procedure, as if your claim had been denied.

#### **H. REVIEW PROCEDURE**

You have the right to a review of any denial by us of all or any part of your claim. To obtain a review, you should send a written request for review to us within 60 days after you receive notice of the denial. No special form is required.

As a part of your request for review, you may submit issues and comments in writing and provide additional documentation in support of your claim. You may review pertinent documents related to your request for review.

We will review your claim promptly after receiving your request for review. You will receive written notice of our decision within 30 days after your request for review is received, or within 90 days if special circumstances require an extension. The written decision you will receive will include the reasons for the decision and reference to the provisions of the Group Policy on which the decision is based.

You may authorize another person to act for you under this review procedure.

You also have the right to appeal this decision and obtain a review from the New Jersey Division of Temporary Disability Insurance of any denial by us of all or part of your claim. To obtain a review from the Division, you should file a written complaint with the Division at the following address within 1 year after the beginning of the period for which benefits are claimed:

New Jersey Department of Labor and Workforce Development  
Division of Temporary Disability Insurance  
Private Plan Compliance  
P.O. Box 957  
Trenton, NJ 08625-0957

## **PART 10 -- TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought to recover under the Group Policy until 60 days after written proof of loss has been provided to us. No such action may be brought more than three years after the time written proof of loss is required to be furnished.

## **PART 11 -- INCONTESTABLE CLAUSES**

### **A. INCONTESTABLE CLAUSE FOR YOUR INSURANCE**

Any statement you make to obtain Insurance is a representation and not a warranty. No misrepresentation by you will be used to reduce or deny your claim or to deny the validity of your Insurance unless all of the following are true:

1. Your Insurance would not have been approved if we had known the truth.
2. Your misrepresentation is contained in a written instrument signed by you.
3. You have been given a copy of the written instrument containing your misrepresentation.

After your Insurance has been in effect for two years, we will not use a misrepresentation by you to reduce or deny your claim or to deny the validity of your Insurance, unless it was a fraudulent misrepresentation made with actual intent to deceive.

### **B. INCONTESTABLE CLAUSE FOR GROUP POLICY**

Any statement made by the Policyholder to obtain the Group Policy is a representation and not a warranty. No misrepresentation by the Policyholder will be used to deny a claim or to deny the validity of the Group Policy unless all of the following are true:

1. The Group Policy would not have been issued by us if we had known the truth.
2. The misrepresentation is contained in a written instrument signed by the Policyholder.

3. A copy of the written instrument has been given to the Policyholder.

The validity of the Group Policy will not be contested after it has been in effect for two years, except for non-payment of premiums or a fraudulent misrepresentation made with actual intent to deceive.

## **PART 12 -- CLERICAL ERROR**

Clerical error by the Employer will not:

1. Cause you to become insured.
2. Invalidate Insurance otherwise validly in force.
3. Continue Insurance otherwise validly terminated.

## **PART 13 -- ALLOCATION OF AUTHORITY**

Except for those functions which the Group Policy specifically reserves to the Employer, we have the authority to administer claims and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy, subject to the terms of the New Jersey TDB Law and subject to any regulatory agency with authority over such matters or any court with appropriate jurisdiction.

Our authority includes, but is not limited to, the following:

1. The right to resolve all matters when a review has been requested, subject to your right to appeal the decision to the Division.
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it.
3. The right to determine your eligibility for Insurance, your entitlement to benefits, and the amount of the benefits payable to you.

## **PART 14 -- ASSIGNMENT NOT PERMITTED**

Your Certificate is not assignable. The Insurance provided and benefits payable are not assignable.

## **PART 15 -- GENERAL DEFINITIONS**

**BASE WEEK** means any calendar week during which you earned in employment from a Covered Employer total earnings equal to or greater than 20 times the minimum wage as determined under the New Jersey TDB Law, adjusted to the next higher multiple of \$1.00.

**BASE YEAR** means the first four of the last five completed calendar quarters immediately preceding the period of disability. If you do not have sufficient qualifying weeks or wages, the "alternate base year" will be calculated in one of the following two ways, whichever fits your situation:

1. The last four completed calendar quarters immediately preceding the period of disability.
2. The last three completed calendar quarters immediately preceding the individual's benefit year and the completed portion of the quarter that occurs before the period of disability begins.

**CONTRIBUTORY** Insurance means you pay all or a part of the cost of your Insurance. If your Insurance is Contributory, the Employer determines the amount of your contribution toward the cost of your Insurance, not to exceed 19/100 of 1% (0.19%) of the Taxable Wage Base as determined by the New Jersey TDB Law.

**COVERED EMPLOYER** means an employer who is required to provide disability coverage for Eligible Employees in accordance with the New Jersey TDB Law.

**COVERED INDIVIDUAL** means an active employee of the Employer whose employment

is covered by the New Jersey Temporary Disability Benefits Law.

**DIVISION** means the Division of Temporary Disability Insurance in the New Jersey Department of Labor and Workforce Development.

**EMPLOYER** means EMR (USA Holdings) Inc.

**GROUP POLICY** means our group policy number 01 020379 00 issued to the Policyholder.

**INSURANCE** means your New Jersey Temporary Disability Benefits Insurance under the Group Policy.

**NONCONTRIBUTORY** Insurance means the Employer pays the entire cost of your Insurance.

**PRIVATE PLAN** means insured or self-funded coverage which equals or exceeds the coverage required under the New Jersey TDB Law and has been approved as a Private Plan by the Division.

**TAXABLE WAGE BASE** means the first \$171,100 of covered wages paid to you by a Covered Employer in a calendar year.

**NEW JERSEY TDB LAW** means the New Jersey Temporary Disability Benefits Law of New Jersey, including all amendments and supplements to the New Jersey TDB Law which take effect while the Group Policy is in force.

**NEW JERSEY TEMPORARY DISABILITY BENEFITS INSURANCE** means your disability insurance coverage provided by the Group Policy.

**NEW JERSEY TDB BENEFIT** means the New Jersey Temporary Disability Benefit Insurance benefit payable to you weekly according to the terms of the Group Policy.

**PLEASE PLACE THIS NOTICE AT THE EMPLOYER'S PLACE OF BUSINESS**