



The Hartford Financial Services Group, Inc. (NYSE: HIG) operates through its subsidiaries under the brand name, The Hartford®. For additional information, see [www.thehartford.com](http://www.thehartford.com).

## NOTICE OF COMPLIANCE

### New Jersey Temporary Disability Benefit

**The Hartford Life and Accident Insurance Company, Hartford, Connecticut**, a stock insurance company herein called The Company, hereby gives notice of compliance with the provisions of the New Jersey Temporary Disability Benefits Law and the Regulations there under.

New Jersey Temporary Disability Benefits are provided for all Covered Employees during the periods of non-occupational disability as follows:

#### DEFINITIONS

**Average Weekly Wages** means:

- 1) the amount derived by dividing a Covered Employee's total Wages earned from the Covered Employee'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, in which a Covered Employee submits an advance claim for benefits pursuant to R.S.43:21-49(a)(3), by the number of such Base Weeks; or
- 2) if the computation in item 1 yields a result which is less than the Covered Employee's Average Weekly Wages in employment with all covered employers during the Base Weeks in the Base Year, then the Average Weekly Wages shall be computed on the basis of Wages from all covered employers during the Base Weeks in the Base Year immediately preceding the week in which the Period of Disability commences, or in which a Covered Employee submits a claim for benefits.

**Base Year** means the first four of the last five completed Calendar Quarters immediately preceding the Period of Disability; except that, if the Covered Employee does not have sufficient qualifying weeks or wages in that base year to qualify for benefits, the Covered Employee shall have the option of designating that the Covered Employee'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 Covered Employee also does not have sufficient qualifying 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 Covered Employee'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 Period of Disability.

**Calendar Quarter** means a period of three consecutive calendar months ending on March 31, June 30, September 30 or December 31.

**Civil Union** means the legally recognized union established when two persons satisfy that they are:

- 1) not a party to another Civil Union, domestic partnership or marriage in the State of New Jersey;
- 2) of the same sex;
- 3) in a relationship formed in another jurisdiction that provides similar rights and benefits of marriage but goes by a different name; and
- 4) at least 18 years of age, unless they qualify for an exception under the laws of the State of New Jersey.

**Department** means the State of New Jersey Department of Labor and Workforce Development.

**Disability or Disabled** means such disability shall be compensable, subject to the limitations of the New Jersey Temporary Disability Benefits Law, where an individual covered by this private plan suffers any accident or sickness not arising out of and in the course of his or her employment or if so arising not compensable under the New Jersey Workers' Compensation Law, and the Covered Employee is prevented from performing one or more of the essential duties of his or her occupation as a result of:

- 1) accidental bodily injury;
- 2) sickness;
- 3) donation of any organ or bone marrow; or
- 4) during a State of Emergency declared by the President of the United States or the New Jersey Governor, or when indicated to be needed by the New Jersey Commissioner of Health or other public health authority, Disability also includes an illness caused by an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease, which requires in-home care or treatment of the Covered Employee due:
  - a) due to the issuance by a healthcare provider or the Commissioner of Health or other public health authority of a determination that the presence in the community of the Covered Employee may jeopardize the health of others; and
  - b) the recommendation, direction, or order of the provider or authority that the Covered Employee be isolated or quarantined as a result of suspected exposure to a communicable disease.

**Employer** means the Policyholder.

**Covered Employee** means any person who is in employment as defined by the New Jersey Unemployment Compensation Law, for which he or she is entitled to remuneration from a covered Employer, or who has been out of such employment for less than two weeks.

**Health Care Provider** means:

- 1) any person licensed under federal, state or local law or the law of a foreign nation, to provide health care services; or any other person who has been authorized to provide health care by a licensed Health Care Provider; and
- 2) a health care provider as defined in the "Family Leave Act," P.L.1989, c.261 (C.34:11B-1 et seq.), and any regulations adopted pursuant to that act.

**Partial Return to Work Wages** means wages received during any one Period of Disability from the Employer as part of an approved Partial Return to Work.

**Period of Disability** with respect to any Covered Employees shall mean the entire period of time during which he or she is continuously and totally unable to perform the duties of his or her employment, except that two periods of disability due to the same or related cause or condition and separated by a period of not more than 14 days shall be considered as one continuous Period of Disability; provided the Covered Employee has Wages during such 14 day period with the Employer who was his or her last Employer immediately preceding the first Period of Disability.

**State of Emergency** means a natural or man-made disaster or emergency for which a state of emergency has been declared by the President of the United States or the Governor, or for which a state of emergency has been declared by a municipal emergency management coordinator.

**The Company** means Hartford Life and Accident Insurance Company.

**The Policy** means the policy issued to the Policyholder by The Company under the Policy Number shown on the face page.

**You or Your** means the Covered Employee as defined by New Jersey Unemployment Compensation Law.

**Wages** means all compensation payable by covered employers to Covered Employees for personal services prior to the onset of a Period of Disability, including commissions and bonuses and the cash value of all compensation payable in any medium other than cash.

**We, Our, or Us** means the insurance company named on the face page of The Policy.

## **SCHEDULE OF BENEFITS**

**EMPLOYER'S NAME:** Inova Health Care Services

**Covered Employees:** All Covered Employees of the Employer.

**Eligibility for Coverage**

Covered Employees are eligible for coverage under The Policy if they have:

- 1) been in employment with the Employer or other employers covered under New Jersey Unemployment law.

**Employee Contributions:** Required

Contributory - Covered Employees must contribute toward the cost of coverage.

**Daily Benefit:** one-seventh (1/7) of the Covered Employee's weekly benefit amount.

**Effective Date:** October 1, 2024

**Weekly Benefit Rate:** 85% of Average Weekly Wages to a maximum of \$1,055.00.

**Taxable Wages Base:** \$161,400.00

**Employee Contribution Rate (if applicable):** 0.0% of Taxable Wages Base.

**Commencement of Benefits:**

Benefits under The Policy shall be payable:

- 1) with respect to the 8th consecutive day of Disability if the Period of Disability continues for less than 3 consecutive weeks;
- 2) with respect to the first 7 days, if the Period of Disability continues for 3 consecutive weeks or more;
- 3) with respect to the first day of Disability if You are Disabled due to Your donation of any organ or bone marrow; or
- 4) with respect to the first day of Disability if You are Disabled as defined in numbered item 4 of the definition of Disability or Disabled.

**Maximum Duration of Benefits**

The maximum total benefits payable to any Covered Employees for any one Period of Disability shall be 26 weeks for each Period of Disability.

**NEW JERSEY TEMPORARY DISABILITY BENEFITS**

**Disability Benefits**

A New Jersey Temporary Disability Benefit shall be paid, subject to the limitations of the New Jersey Temporary Disability Benefits Law, if a Covered Employee becomes Disabled as a result of:

- 1) accidental bodily injury;
- 2) sickness;
- 3) donation of any organ or bone marrow; or
- 4) defined in numbered item 4 of the definition of Disability or Disabled.

**Partial Return to Work Benefit**

For any week beginning on or after the effective date of The Policy, with respect to a Period of Disability of a Covered Employee who is otherwise eligible for benefits but only able to return to work on a reduced basis while recovering from the Disability, the Covered Employee, 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 Partial Return to Work Wages and those benefits paid to the Covered Employee, rounded to the next lower multiple of \$1.00, will equal the weekly benefit amount the Covered Employee would have been paid if totally unable to perform the duties of employment due to Disability, provided that:

- 1) the Covered Employee 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 subsection;

- 2) the maximum duration of Partial Return to Work Benefits payable is 8 weeks, unless The Company, after a review of medical documentation from a Health Care Provider, approves in writing an extension beyond 8 weeks, but in no case shall the duration be extended to more than 12 weeks; and

if the Covered Employee is able to return to work on a reduced basis but the Employer is unable or otherwise chooses not to permit the Covered Employee to do so, the Covered Employee will continue to be eligible for benefits until the Covered Employee is fully recovered from the Disability and able to perform the duties of employment, but nothing in this provision shall be construed as increasing the total number of weeks of Disability Benefits for which the Covered Employee is eligible.

### **Benefit Limitations**

Notwithstanding any other provisions of The Policy, no benefits shall be payable hereunder:

- 1) for the first 7 consecutive days of each Period of Disability, except if benefits are payable for 3 consecutive weeks or Your Disability is the result of Your donation of any organ or bone marrow;
- 2) for the first 7 consecutive days of each Period of Disability, except if benefits are payable for 3 consecutive weeks or Your Disability as defined in numbered item 4 under the definition of Disability or Disabled;
- 3) for more than 26 weeks with respect to any one Period of Disability;
- 4) for any Period of Disability which did not commence while the claimant was a Covered Employee;
- 5) for any period during which the claimant is not under the care of a legally licensed Health Care Provider, 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;
- 6) 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 Employee would be disqualified for unemployment compensation benefits for gross misconduct under subsection (b) of R.S.43:21-5;
- 7) for any period during which the claimant performs any work for remuneration or profit, unless part of an Employer approved Partial Return to Work program;
- 8) 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;
- 9) 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.

### **Non-duplication of Benefits**

In accordance with the provisions of the New Jersey Temporary Disability Benefits Law, no benefits shall be paid under The Policy that is also payable or paid under:

- 1) any unemployment compensation or similar law;
- 2) under any disability or cash sickness benefit or similar law of New Jersey or of any other state or of the federal government;
- 3) for any period 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 Employee under any workers compensation law, occupational disease law, or similar legislation, of New Jersey or any other state or the federal government;
- 4) an Employer approved Partial Return to Work program.

Where a Covered Employee's claim for compensation for New Jersey Temporary Disability, under the provisions of the New Jersey Workers Compensation Law is:

- 1) contested and thereby delayed; and
- 2) such claimant is otherwise eligible for benefits under The Policy,

the Covered Employee shall be paid the benefits provided by The Policy until and unless said claimant receives compensation under the provisions of the New Jersey Workers' Compensation Law.

## **GENERAL PROVISIONS**

### **Guarantee Clause**

The benefits payable to each Covered Employee covered under The Policy shall be at least equal, in both weekly amount and duration, to those which would be payable to the Covered Employee under the state policy, but for his or her inclusion in this private policy.

### **Governing Law**

The Policy 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.

### **Subrogation of Benefits**

In the event that workers' compensation benefits, other than benefits for permanent partial or permanent total disability previously incurred, are subsequently awarded for weeks to which the Covered Employee has received Disability Benefits pursuant to The Policy, The Policy shall be entitled to be subrogated to such Covered Employee'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:

- 1) governmental;
- 2) private retirement;
- 3) pension;
- 4) permanent disability benefit;
- 5) an Employer approved Partial Return to Work program; or
- 6) allowance program to which the individual's most recent employer contributed on his or her behalf.

## **CLAIMS**

### **Notice of Claim**

You must give Us, or Our representative, written or telephonic notice of a claim no later than 30 days after disability occurs. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. Such notice must include Your name, Your address, Your account number, and the Policy Number.

### **Claim Forms**

Upon receiving notice of claim, We or Our representative will send forms to the Covered Employee to provide Proof of Loss. If the Covered Employees do not receive the forms within 15 days, they may submit any other written or telephonic proof which fully describes the nature and extent of Your claim.

### **Claims to be Paid**

If the Covered Employee is living, all payments are payable to the Covered Employee or any legally appointed guardian or committee of the Covered Employee. Any payments owed at the Covered Employee's death may be paid to the Covered Employee's:

- 1) estate;
- 2) spouse, Civil Union partner, or domestic partner as recognized by New Jersey law or to any other similar spouse or partner recognized outside the state of New Jersey;
- 3) surviving parent;
- 4) surviving child(ren); or
- 5) any surviving brother(s) or sister(s).

If any payment is owed to:

- 1) a person who is a minor; or
- 2) a person who is not legally competent;

then We may pay to a person who is related to the Covered Employee and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

### **Claim Payment**

Periodic benefit payments will be made on a weekly basis after We receive the Proof of Loss satisfactory to Us and will continue while the loss and Our liability continue. We will pay any other benefit due immediately after We receive the Proof of Loss satisfactory to Us.

Benefits may be subject to interest payments as required by applicable law.

### **Overpayment Recovery**

An overpayment occurs when We determine that the total amount We have paid in benefits is more than the amount that was due to You under The Policy.

Pursuant to New Jersey Disability Law, if the overpayment results because of an error made by the Employer, Health Care Provider, or Us, and You 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 the check; and
- 2) any repayments of overpayments shall be waived in cases where You are permanently disabled or deceased.

### **Proof of Loss**

Proof of Loss may include but is not limited to the following:

- 1) documentation of:
  - a) the date the Covered Employee's Disability began;
  - b) the cause of the Covered Employee's Disability;
  - c) the prognosis of the Covered Employee's Disability;
- 2) evidence that the Covered Employee is under the regular care of a Health Care Provider; and
- 3) the names and addresses of all Health Care Providers or other qualified medical professionals the Covered Employee has consulted.

The Covered Employee will not be required to claim any retirement benefits which he or she may only get on a reduced basis. All proof submitted must be satisfactory to Us.

### **Sending Proof of Loss**

Written Proof of Loss must be sent to Us within 30 days following the commencement of the Period of Disability. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not reasonably possible to give proof within the required time; and
- 2) proof is given as soon as reasonably possible.

We may request Proof of Loss throughout the Covered Employee's Disability, as reasonably required. In such cases, We must receive the proof within 30 days of the request. If proof cannot be given within 30 days, We must receive the proof as soon as reasonably possible.

### **Advance Claim Submission**

If You know of an anticipated Period of Disability in advance, You may provide Proof of Loss prior to, but not more than 60 days before, the date the Period of Disability is expected to commence. If satisfactory Proof of Loss has been provided, We will initiate benefit payment as of the Benefit Commencement Date.

If We are unable to make a determination on Your claim, You will be advised prior to the first date of Disability as to what additional information is needed and given the opportunity to resubmit Your claim. If Proof of Loss 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 Loss.

### **Physical Examinations and Autopsy**

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Health Care Provider when and as often as reasonably necessary, but not more than once per week; and
- 2) to make an autopsy in case of death where it is not forbidden by law.

### **Legal Actions**

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is given; or
- 2) more than 3 years after the date Proof of Loss is required to be given according to the terms of The Policy.

This does not affect a Covered Employee's right to appeal under the New Jersey Disability Benefits Law.

### **Protection from Retaliation**

Pursuant to New Jersey Disability Law, an Employer shall not discharge, harass, threaten, or otherwise discriminate or retaliate against You with respect to the compensation, terms, conditions, or privileges of employment on the basis that You requested or took any Temporary Disability Benefits. Any such violation allows You to bring a civil action in New Jersey Superior Court for any remedies and relief allowable by law.

### **Claim Appeal**

If the Covered Employee claiming benefits hereunder is unable to agree with The Company as to the benefits hereunder, the Covered Employee may, within one year of the date from which benefits are claimed, appeal to the:

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

**This notice must be posted conspicuously in  
and about the Employer's place of business.**