



January 1, 2025

51 Madison Ave
New York, New York 10010
Telephone 1-888-842-4462

NOTICE OF CHANGES IN NJ TEMPORARY DISABILITY BENEFITS

For disabilities beginning January 1, 2025 or later, the New Jersey Commissioner of Labor and Workforce Development, has set the maximum weekly temporary disability benefit rate at \$1,081 and the taxable wage base at \$165,400. The base week amount will increase to \$303 and the alternative earnings test will increase to \$15,200.

Also, effective January 1, 2025 the New Jersey Temporary Disability employee contribution rate has changed. The new rate will be 0.23% of the taxable wage base. This is an increase from the previous year's rate.

Please note that these changes affect statutory private plans.

Attached is your revised New Jersey poster notice reflecting these changes. This poster and any attached Endorsement must be conspicuously posted in an area accessible by your employees who are eligible for benefits under your Temporary Disability Benefit policy issued by the Life Insurance Company of North America.

If you have any questions or if you need assistance, please contact your Account Manager or Account Service Representative located in our Lehigh Valley Service Center at 1-800-557-7975. Our hours of operation are 8:00 AM to 8:00 PM Eastern Standard Time.

Sincerely,

A handwritten signature in black ink that reads "Robert D. Potts".

Robert D. Potts
Director, Contracts Unit

**NOTICE OF YOUR EMPLOYER'S NEW JERSEY
TEMPORARY DISABILITY BENEFITS PLAN**
Insured By New Jersey Temporary Disability Benefits Policy issued to

Employer: Bimbo Bakeries USA Inc

Employer Registration No.: 75-2491201

Private Plan No.: 199-61713

by the
**LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PENNSYLVANIA**

This plan provides the benefits described below, for each period that an insured employee is Disabled. The benefits payable to the insured employee are in the same amount and for the same duration as such insured employee would receive if covered by the State Plan established by the New Jersey Temporary Disability Benefits Law.

ELIGIBILITY

Effective January 1, 2025 you will not be eligible unless you have either:

- a) earned at least \$303 per week for 20 total weeks; or
- b) earned at least \$15,200

within the Base Year prior to the week you submit a claim for benefits. You will not be eligible if you have been unemployed for 2 weeks or more.

CONTRIBUTIONS

You will not be required to contribute more than **0.23%** of the first \$165,400 of your wages during **2025**.

DISABILITY OPTIONS

If you become Disabled while you are covered, we will pay:

Effective January 1, 2025, 85% of your Average Weekly Wage to a maximum of \$1,081 subject to a maximum of 70% of the statewide Average Weekly Wage.

We will pay 1/7 of this amount for each day of a partial week that you are Disabled, with the total rounded down to the nearest dollar.

You will be deemed "Disabled" if you cannot do all the duties of your job.

We will pay this benefit until the first of these things happens:

- a) We have paid benefits for 26 weeks; or We have paid 1/3 of your total wages (rounded down to the nearest dollar) earned in the 52 weeks before you became Disabled; or
- b) You are no longer Disabled.

We will treat several periods of disability as one period, if:

- a) They are due to the same or related causes; and
- b) They are separated by less than 14 days.

To figure your "Average Weekly Wage" divide your total wages earned from your most recent covered employer during the "Base Weeks" in the "Base Year" immediately prior to the calendar year in which the period of disability began, or in which you submit a claim for benefits.

Base Week means any calendar week (Sunday through Saturday) in which you earned at least \$303.

Base Year is the first four of the last five completed Calendar Quarters immediately prior to the disability. Calendar Quarter means a period of three consecutive calendar months ending on March 31, June 30, September 30 or December 31.

If you do not have sufficient qualifying weeks or wages in your Base Year to qualify for benefits, then an Alternative Base Year may be used to determine your Average Weekly Wage. "Alternative Base Year" is defined as:

- 1) The last four completed Calendar Quarters immediately prior to the period of disability, except if you do not have sufficient qualifying weeks or wages in the last four completed quarters, or
- 2) The last three completed Calendar Quarters immediately prior to the period of disability."

Average Weekly Wage means, the amount derived by dividing your total wages earned from your most recent employer during the Base Weeks in the Base Year immediately preceding the calendar week in which the period of disability began, or in which you submit an advance claim, pursuant to R.S. 43-21-49(a)(3), for the benefits by the number of Base Weeks.

If the above computation is less than your average weekly earnings in employment with all covered employers during the 26 calendar weeks before you became Disabled, then the "Average Weekly Wage" will be based on earnings from all covered employers during those 26 calendar weeks.

Effective on and after June 17, 2020

Partial Return To Work

During a period of disability and at the option of your employer, you may return to work for your employer on a reduced basis while recovering from the disability. The Insurance Company will consider such disability to be part of the original disability for which Temporary Disability Benefits are paid and will apply the same terms, provisions and conditions that were used for the original disability, subject to the terms of the Partial Return To Work provision.

To be eligible for a Partial Return To Work Benefit, you must meet the following conditions:

- a) Have been unable to perform the duties of your employment due to Disability and received full benefits under the policy for at least 7 consecutive days prior to returning to work on a reduced basis; and
- b) The employer must grant permission for you to return to work on a reduced basis.

If these conditions are met, the benefit amount payable for Partial Return To Work will be equal to the wages you earned during the week subtracted from the Temporary Disability Benefit you would have received, if you had not returned to work, rounded down to the next multiple of \$1.00.

The maximum duration of partial benefits paid during a period of disability when you return to work on a reduced basis will be 8 weeks, unless the Insurance Company, after a review of medical documentation from a Qualified Healthcare Provider, approves in writing an extension beyond 8 weeks. The duration will not be extended beyond a 12 week period.

In no event will weekly benefits for each period of disability exceed the maximum benefit duration of 26 weeks.

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

For purposes of this provision, Qualified Healthcare Provider means:

- a) a legally licensed physician;
- b) dentist;
- c) podiatrist;
- d) chiropractor
- e) certified nurse midwife;
- f) advanced practice nurse; or
- g) public health nurse designated by the division.

LIMITATION ON BENEFITS

Waiting Week - We will not pay benefits for the first 7 straight days that you are Disabled. This does not apply if you are Disabled:

- a) for at least 3 straight weeks more; or
- b) for at least 26 total weeks for that disability; or
- c) due to donating an organ or bone marrow.

Other Compensation - If you receive any other money from your employer while you are Disabled, we will not pay more than your weekly wage right before you were Disabled, minus any such money paid by your employer.

EXCLUSIONS

We will not pay benefits:

- a) While you are not under the care of a legally licensed physician, dentist, optometrist, podiatrist, practicing psychologist, advanced practice nurse, certified nurse midwife, or chiropractor, who, when requested by the division, shall certify within the scope of the practitioner's practice, your disability, the probable duration thereof, and, where applicable, the medical facts within the practitioner's knowledge; or
- b) If you become Disabled as a result of injury to yourself done by you on purpose; or injury received while you were committing a crime of the first, second, third, or fourth degree; or for any period during which you would be disqualified for unemployment compensation benefits for gross misconduct under subsection (b) of R.S.43:21-5; or
- c) While you are doing any work for wage or profit, except as provided in the "Partial Return To Work" provision; or
- d) If you were disqualified for unemployment compensation (under Section 43:21 - 5(d), of the New Jersey Revised Statutes) before you became Disabled; or
- e) If the weekly amount which together with any remuneration you continue to receive from the employer exceeds regular weekly wages immediately prior to disability.

NON-DUPLICATION OF BENEFITS

We will not pay benefits for any period for which you get or may claim benefits from any of the sources listed below.

- a) Any unemployment compensation or similar law.
- b) Any disability or cash sickness benefit or similar law.
- c) Any Workers Compensation Law or occupational disease law, except for benefits for a permanent partial or total disability which you suffered previously. In case any such benefits are awarded for a period for which we paid you these benefits, then we shall receive your rights to such award, up to the amount that we paid.

Exceptions to the provision above: We will reduce the amount paid or payable under the Temporary Disability Benefits Law by the benefits payable by these programs if a claimant is eligible for or receiving benefits under:

- a) a disability benefit law of another state; or
- b) 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.

Any benefits that we pay will be reduced by amounts paid at the same time by any retirement, pension or permanent disability benefit plan or allowance program to which your employer contributed on your behalf. This applies to both government and private plans.

PAYMENT OF CLAIMS

Notice of Claim - If you become Disabled, you (or someone on your behalf) must send us written notice within 30 days, or as soon after that as is reasonably possible. This notice should include your name, your employer's name and policy number. Send this notice to us at our home office in Philadelphia, Pa., or to an agent authorized by us. We will then send you claim forms.

Proof of Loss – When we receive notice of claim, the Insurance Company will send claim forms for filing proof of loss. Proof of loss must be sent back to us not more than 90 days after the end of a covered period of disability, or as soon after that as is reasonably possible. We will send claim forms to you upon receipt of your notice of claim. If you do not receive the claim forms within 15 days of our receipt of your notice of claim, you can meet the proof requirements by submitting, within the time required, written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, of the nature and extent of the loss. This proof must include written proof of the occurrence, type and amount of the loss.

Payment of Claims - We will pay benefits when we receive due proof of loss. Benefits will be paid every week, every 2 weeks, or as often as you are usually paid by your employer. Any amount due at the end of the covered period will be paid as soon as we receive due proof of loss.

We will pay you if you are living. Otherwise, we will pay your spouse or civil union partner (including a civil union partner in a same-sex relationship from another jurisdiction that provides substantially all of the rights and benefits of marriage), if living. Otherwise, we will pay your estate.

Physical Examinations - We may have you examined as often as reasonably necessary while a claim is pending, but not more than once a week.

Legal Actions - You may not sue for benefits less than 60 days nor more than 3years after the date claim forms are due. This does not affect in any way your right of appeal under the New Jersey Temporary Disability Benefits Law. If you can’t agree with your employer or us as to the benefits we will pay, you may file a complaint in writing within 1 year after the start of the period for which you are claiming benefits. Complaints must be sent to:

**NJ Department of Labor and Workforce Development, Division of
Unemployment and Temporary Disability Insurance, Disability Insurance
Services
P.O. Box 957
Trenton, New Jersey 08625-0957**

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 begins. If you provide satisfactory proof of loss, the Insurance Company will start the benefit payment as of the date the benefit begins.

If the Insurance Company is unable to make a determination of your claim, you will be advised prior to the first date of disability as to what additional information is needed. In this instance, you will be given the opportunity to resubmit your claim. If you provide proof of loss less than 30 days before the period of disability begins, the Insurance Company will begin your benefit payments within 30 days of receipt of satisfactory proof of loss.

OVERPAYMENT/REFUNDS

An overpayment occurs when the Insurance Company determines that the total amount paid in benefits is more than the amount that was due to you under the policy.

According to New Jersey Disability Law, if the overpayment results because of an error made by the employer, physician, or the Insurance Company 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 of the check; and
- 2) any refunds of overpayments will be waived in cases where you are permanently Disabled or deceased.

JOB PROTECTION

Your employer shall not discharge, harass, threaten or otherwise discriminate or retaliate against you, with respect to your compensation, terms, conditions, or privileges of employment, on the basis you requested or took any temporary disability benefits, including retaliation by refusing to restore your employment following a period of leave.

Upon a violation of this paragraph, you or a former employee may institute a civil action in the Superior Court for relief.

LIFE INSURANCE COMPANY OF NORTH AMERICA
ENDORSEMENT #2

It is hereby understood and agreed that the Poster Notice for this Private Plan is amended as follows:

1. All classes of employees are to be insured under this Policy, except for the following:
Employees in the Collective Bargaining Unit represented by Mid-Jersey Trucking and Teamsters Local 701 Private Plan,
Employees in the Bargaining Unit represented by the Bargaining Agreement Union Members of BCT-53 covered by the State Temporary Disability Plan.
2. You are not required to contribute toward the cost of your insurance.
3. The following statement replaces the "number of weeks payable" clause under the section entitled, "Disability Benefits":
We will pay this benefit until the first of these things happens:
a) We have paid benefits for 26 weeks; or
b) You are no longer disabled.

Effective Date of Coverage: July 1, 2020

Policy No: **SDJ980075**

Issued to: Bimbo Bakeries USA, Inc.



President