

The Lincoln National Life Insurance Company
A Lincoln Financial Group Company
1301 S. Harrison Street, Fort Wayne, Indiana 46802-3425

McLane Foodservice, Inc.
600 Commerce Drive
Burlington Township, NJ 08016

December 12, 2023

Dear Policyholder:

Enclosed is a copy of the New Jersey poster for the 2024 benefit year.

If you have any questions or concerns, please contact your Account Service Manager.

Sincerely,
The Lincoln National Life Insurance Company
A Lincoln Financial Group Company

The Lincoln National Life Insurance Company

A Stock Company Home Office Location: Fort Wayne, IN

Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066 (800) 423-2765

New Jersey Temporary Disability Insurance Notice of Compliance Calendar Year January 1, 2024

GROUP POLICY NO.: GS2-890-LF0373-NJ

ISSUED TO: McLane Foodservice, Inc.

PRIVATE PLAN NO.: 255-60410

EIN NO.:

The Employer, McLane Foodservice, Inc., hereby gives notice of compliance with the provisions of the New Jersey Temporary Disability Benefits Law and Regulations.

New Jersey Temporary Disability Insurance benefits are provided as follows:

SCHEDULE OF INSURANCE

EMPLOYEES COVERED:	All Employees
WEEKLY BENEFIT:	85.00% of your Average Weekly Wage or Statutory, whichever is greater
DAILY BENEFIT:	1/7 of the corresponding Weekly Benefit amount
MAXIMUM BENEFIT PAYABLE:	The lesser of 26 times the Weekly Benefit amount or 1/3 of your total Wages in the Base Year, with respect to any one Period of Disability
MAXIMUM BENEFIT PERIOD:	26 weeks with respect to any one Period of Disability
DAY BENEFITS BEGIN:	8th consecutive day of Disability due to injury; and 1st day of Sickness related to COVID-19; and 8th consecutive day of Disability due to illness

If New Jersey Temporary Disability Insurance benefits are payable for three consecutive weeks with respect to any Disability, then New Jersey Temporary Disability Insurance benefits are payable with respect to the first seven days thereof.

SCHEDULE OF INSURANCE
(Continued)

If New Jersey Temporary Disability Insurance benefits are payable for a period of disability, which is the result of the donation of any organ or bone marrow by the covered individual, then New Jersey Temporary Disability Insurance benefits are payable with respect to the first seven days thereof.

BENEFIT PAYMENT PERIOD:

weekly

EMPLOYEE CONTRIBUTIONS:

Employee contributions are not required under this Policy.

DEFINITIONS

As used throughout this notice, the following terms shall have the meanings indicated below. Other parts of the notice contain definitions specific to those provisions.

AVERAGE WEEKLY WAGE means 1/8th of your Wages earned from:

- (1) the Employer during the eight Base Weeks preceding the week in which a Period of Disability begins; or
- (2) all Covered Employers during the eight Base Weeks preceding the week in which the Period of Disability begins, if such amount is greater than (1) above.

If your average weekly Wages from all Covered Employers during the 26 Base Weeks preceding the week in which the Period of Disability begins is greater than (1) and (2) above, then you may submit a written request to the Division to provide the Average Weekly Wage amount.

BASE WEEK means any calendar week during which you earned not less than the amount established by law annually.

BASE YEAR means the 52 calendar weeks immediately prior to the week in which your Period of Disability begins.

COMPANY means The Lincoln National Insurance Company, an Indiana corporation. The address of the Group Insurance Service Office can be found on this Policy's cover page.

CIVIL UNION PARTNER means a person who qualifies under the laws of the state of New Jersey. A Civil Union Partner also includes any person who is, along with the Employee, a party to a government sanctioned same-sex relationship validly established under the laws of any other state or foreign nation. Civil Union Partners have substantially all of the rights and benefits of marriage.

COVERED EMPLOYER means any employer subject to the New Jersey unemployment compensation law.

DISABILITY or **DISABLED** means both:

- (1) mental or physical illness; and
- (2) mental or physical injury.

DIVISION means the New Jersey Department of Labor and Workforce Development, Division of Temporary Disability Insurance. Its address is P.O. Box 957, Trenton, New Jersey 08625-0957.

EMPLOYEE means any person identified in the Classification field on the Schedule of Insurance. It includes a person who has been out of employment with the Employer for less than two weeks, and has not become employed by another employer during such period.

EMPLOYER means the Group Policyholder or Participating Employer. It includes any division, subsidiary, or affiliated company named in the application for the Policy and on the Policy's Schedule of Insurance.

HEALTH CARE PROVIDER means a legally licensed physician, dentist, optometrist, podiatrist, practicing psychologist, advanced practice nurse, certified nurse midwife, or chiropractor.

LAW means New Jersey Temporary Disability Benefits Law.

PERIOD OF DISABILITY means the entire period of time during which you are continuously and totally unable to perform the duties of your employment because of a Disability.

Two Periods of Disability due to the same or related cause or condition separated by a period of not more than 14 days are considered one continuous Period of Disability; provided you have earned Wages during the 14-day period with the employer who was your last employer immediately preceding the first Period of Disability.

STATEWIDE AVERAGE WEEKLY REMUNERATION means the average weekly compensation paid to workers by employers as computed and determined by the Commissioner of Labor and Workforce Development.

WAGES mean all compensation payable by Covered Employers to you for personal services, including commissions and bonuses and the cash value of all compensation payable in any medium other than cash.

GENERAL PROVISIONS

GOVERNING LAW. The Law shall govern this Policy and its interpretation and administration. In the event of ambiguity or conflict the Law will prevail.

GUARANTEE CLAUSE. The New Jersey Temporary Disability Insurance benefits payable to each Employee covered under the Policy shall be at least equal, in both weekly amount and duration, to those which would be payable to the Employee under the state plan, but for his or her inclusion in the Policy.

ELIGIBILITY

To be entitled to New Jersey Temporary Disability Insurance benefits, you must have:

- (1) established at least 20 Base Weeks within the Base Year with an employer covered under the New Jersey Unemployment Compensation Law; or
- (2) been employed and have earned, within the Base Year, \$14,200 rounded to the next higher \$100.00.

NEW JERSEY TEMPORARY DISABILITY INCOME BENEFIT

A New Jersey Temporary Disability Insurance benefit will be paid, subject to the limitations of the Law and the Policy, for a Disability that:

- (1) begins while you are insured under the Policy; and
 - (a) is a result of an accident or sickness not arising out of and in the course of your employment; or
 - (b) if arising out of and in the course of employment, is not compensable under workers' compensation law; and
- (2) results in your total inability to perform the duties of your employment.

The duration, amount, and frequency of New Jersey Temporary Disability Insurance benefit payments are shown within this notice.

EXCLUSIONS

No New Jersey Temporary Disability Insurance benefits will be paid under the Policy for any Period of Disability during which you:

- (1) were not an Employee on the day the Disability began;
- (2) are not under the care of a Health Care Provider, who when requested by the insurer, shall certify within the scope of his or her practice:
 - (a) your the disability;
 - (b) its probable duration; and
 - (c) the medical facts within his or her knowledge;
- (3) are disabled due to:
 - (a) willfully and intentionally self-inflicted injury; or
 - (b) an injury sustained in the perpetration by you of a crime of the first, second, third, or fourth degree;
- (4) would be disqualified for unemployment compensation benefits for gross misconduct;
- (5) perform any work for remuneration or profit;
- (6) continue to receive from the Employer any compensation which, in combination with the New Jersey Temporary Disability Insurance benefits, would exceed your regular weekly Wages immediately prior to disability;
- (7) 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

UNEMPLOYMENT COMPENSATION AND DISABILITY OR CASH SICKNESS BENEFITS. No New Jersey Temporary Disability Insurance benefits will be paid under the Policy for any Period of Disability during which you receive or are eligible to receive benefits under any:

- (1) unemployment compensation or similar law; or
- (2) disability or cash sickness benefit or similar law.

However, you will be paid the New Jersey Temporary Disability Insurance benefits provided by the Policy, reduced by any amount paid concurrently under:

- (1) the disability benefits law of another state; or
- (2) the disability or cash sickness program known as maintenance and cure as provided under the Jones Act.

WORKERS' COMPENSATION, OCCUPATIONAL DISEASE, OR SIMILAR LAW. No New Jersey Temporary Disability Insurance benefits will be paid under the Policy for any Period of Disability during which you receive or are eligible to receive benefits under any:

- (1) workers' compensation law;
- (2) occupational disease law; or
- (3) any similar legislation.

However, if your claim under New Jersey's Workers' Compensation Law is contested and delayed, the New Jersey Temporary Disability Insurance benefits provided by the Law will be paid until and unless you receive compensation under the provisions of New Jersey Workers' Compensation Law.

- (1) If workers' compensation benefits are subsequently awarded for the weeks you received New Jersey Temporary Disability Insurance benefits under the Policy, the Company will be entitled to be subrogated to your rights in the award, limited to the amount of Disability payments made.
- (2) If a disputed workers' compensation claim is settled for less than that to which you would otherwise be entitled under the Law for the same Disability, you will be entitled to New Jersey Temporary Disability Insurance benefits for the Period of Disability, reduced by the amount of the settlement received under New Jersey Workers' Compensation Law.

If seeking to recover any amount of disability benefit payments from a workers' compensation award, the Company will be required to demonstrate that the recovery is in compliance with the Law. Any previously incurred permanent partial or total disability that is compensable under worker's compensation law will not affect New Jersey Temporary Disability Insurance benefits under the Policy.

OTHER GOVERNMENT OR PRIVATE RETIREMENT PLANS. New Jersey Temporary Disability Insurance benefits otherwise required under the Law will be reduced by the amount paid concurrently under any governmental or private retirement, pension or permanent disability benefit or allowance program to which your most recent employer contributed on your behalf.

TERMINATION OF EMPLOYEE'S INSURANCE

Your New Jersey Temporary Disability Insurance will terminate on the earliest of the following dates:

- (1) two weeks after termination of employment, cessation of work because of a layoff or an unpaid leave of absence, or you are pensioned or retired;
- (2) the date you start work for another covered employer; or
- (3) the date the Policy is terminated for those who continue to be employed by the Employer.

CLAIMS PROCEDURES

NOTICE AND PROOF OF CLAIM -- Notice of Claim. Written notice of a Disability claim must be given:

- (1) within 30 days after the Disability begins; or
- (2) as soon as reasonably possible after that.

The notice, including your name and address and the number of the Policy must be sent to:

The Lincoln National Life Insurance Company
8801 Indian Hills Drive
Omaha, NE 68114

The notice need not be on any prescribed form, but must state your full name, address, and valid social security number, as well as the date on which the Disability began.

Claim Forms. When notice of claim is received, the Company will send claim forms to you for filing the required proof. If you do not receive the forms within 15 days after the Company receives notice of the claim, then you may satisfy the requirement for proof of claim by sending the Company written proof of claim in a letter. It should state the nature, date, cause, and extent of the claim.

Proof of Claim. Proof of Disability shall be furnished if you:

- (1) expect to be, or have been, totally unable to perform the duties of your employment for a period for which New Jersey Temporary Disability Insurance benefits may be payable; and
- (2) are under the care of a Health Care Provider.

Proof and claim must be accompanied by a Health Care Provider's certification, and shall be furnished not later than 30 days after the Period of Disability for which New Jersey Temporary Disability Insurance benefits are claimed begins.

Failure to furnish notice and proof within the time or in the manner stated above will not invalidate or reduce any claim if it is shown to the satisfaction of the Company that furnishing notice or proof within the time period required was not reasonably possible.

Advance Claim Submission. If an Employee knows of an anticipated period of Disability in advance, the Employee 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, the Company will initiate benefit payment as of the benefit commencement date.

If the Company is unable to make a determination on the Employee's claim, the Employee 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, the Company will initiate benefit payment within 30 days of receipt of satisfactory proof of claim.

TIME OF PAYMENT OF CLAIMS. After the Company receives complete proof of claim and confirms liability, any New Jersey Temporary Disability Insurance benefits payable under the Policy will be paid at the frequency shown in the Schedule of Insurance as the Benefit Payment Period. Any balance remaining unpaid at the termination of the period in which New Jersey Temporary Disability Insurance benefits are payable under the Policy will be paid immediately upon receipt of such proof.

CLAIMS PROCEDURES (continued)

EXAMINATION. You have the right to choose your own attending Health Care Provider, but—may be required to submit, not more often than once a week, to an examination by a Health Care Provider designated by the Company or Employer for the duration of the claim.

When you have utilized a Health Care Provider for:

- (1) examination;
- (2) diagnosis of a disabling condition; and
- (3) certification that the condition renders you unable to perform the duties of your employment for a given period of time;

New Jersey Temporary Disability Insurance benefits may only be denied if:

- (1) the Company and your personal Health Care Provider have reached a mutual agreement as to a change in the Period of Disability;
- (2) a Health Care Provider designated by the Company has examined you and has determined you are no longer Disabled;
- (3) you refuses to submit to, or fails to attend, an examination conducted by a Health Care Provider designated by the Company; or
- (4) the Company has obtained credible factual evidence demonstrating you are able to perform the duties of your regular employment.

APPEALS. If the Company denies you New Jersey Temporary Disability Insurance benefits for any Period of Disability, or you disagree with a determination of New Jersey Temporary Disability Insurance benefits made by the Company, you have the right to appeal the determination or denial within one year of the date from which New Jersey Temporary Disability Insurance benefits are claimed. Such appeal shall be made to:

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

TO WHOM PAYABLE. -- Payment of Disability Benefits Due Deceased Claimant. All New Jersey Temporary Disability Insurance benefits are payable to you, while living. After your death, such New Jersey Temporary Disability Insurance benefits will be payable to your:

- (1) surviving spouse;
- (2) Civil Union Partner;
- (3) minor child; or
- (4) estate.

Payment of Disability Benefits Due Minors. When New Jersey Temporary Disability Insurance benefits are payable to you, and you are a minor under the age of twenty-one, your father, mother, or natural guardian may receive such benefits to the same extent as a court appointed guardian. The discharge of your father, mother, or natural guardian is a full and complete discharge of all claims or demands of the minor.

Representative Appointed for Disability Benefit Beneficiary. When New Jersey Temporary Disability Insurance benefit are payable to you, and you cannot be located, or are mentally, legally, or physically unable to receive such benefits, the Division may appoint a representative with power to act for you. The Child Welfare Board, as constituted by the provisions of chapter five, of Title Institutions and Agencies (s. 305-1 et seq.), may be appointed as the representative of a minor.

Payment of Disability Benefits to Employer. Notwithstanding the above sections, some or all of the New Jersey Temporary Disability Insurance benefits may be payable to an Employer if, during any Period of Disability, an Employer:

- (1) makes advance payments of New Jersey Temporary Disability Insurance benefits to you; or
- (2) makes payments to you in like manner as Wages.

CLAIMS PROCEDURES **(continued)**

Any payment of New Jersey Temporary Disability Insurance benefits to the Employer shall be considered a reimbursement to the Employer for payments it made to you during the current Period of Disability.

Such reimbursement will be made out of any New Jersey Temporary Disability Insurance benefits due for your existing Disability; provided, however, that you must seek reimbursement prior to the payment by the Company of New Jersey Temporary Disability Insurance benefits to you. If the Company has made payment of New Jersey Temporary Disability Insurance benefits to you, the Employer has no right of reimbursement from the Company for such New Jersey Temporary Disability Insurance benefits.

LEGAL ACTIONS. No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought more than three years after the date written proof of claim is required.