

## **ZOLL MEDICAL CORPORATION SHORT TERM DISABILITY PLAN**

This Disability Policy is effective January 1, 2025, and is established by ZOLL Medical to provide Short-Term Disability (STD) benefits to its eligible employees. Disability benefits are designed to continue a portion of your income if you are unable to work due to Sickness, Injury, or pregnancy that is not work-related and meet specific definitions under the policy. The STD benefits, which are self-insured, are provided by ZOLL Medical and are administered by a third-party Claims Administrator (Broadspire).

Detailed information about your eligibility for coverage, what benefits are payable, how to file a claim, and other features of this Plan are contained in this document, which may also be referred to as your booklet.

We reserve the right to modify, amend, suspend or terminate, in whole or in part, any of the provisions of this Plan at any time for any reason or for no reason. When making a benefit determination under the Plan, we have discretionary authority to determine your eligibility for benefits and to interpret and enforce the terms and provisions of the Plan.

While we have defined any of the terms used in this Plan at the end of the Plan, if you do not understand one or more of the terms, or desire more information, you should contact:

	<b>ZOLL Medical Corporation</b>
<b>Address:</b>	<b>269 Mill Road, Chelmsford, MA 01824</b>
<b>Phone:</b>	<b>800-348-9011</b>
<b>Website:</b>	<a href="http://www.ZOLLbenefits.com">www.ZOLLbenefits.com</a>

## **Schedule of Benefits**

**Eligibility:** All active, Full-time employees working 30 or more hours per week are eligible for ZOLL's short term disability plan effective from their date of hire, except any person employed on a temporary or seasonal basis.

**STD Benefit Elimination Period / Benefit Begin Date:** Benefits for sickness or injury begin after a period of Total Disability lasting 13 consecutive days. Benefits will be paid from the fourteenth consecutive day of disability. Your paid time off will be applied during any unpaid waiting period unless unavailable or it is not allowed under applicable state law.

**Maximum Benefit Period:** Benefits, for one period of disability, will be paid up to a maximum of eleven (11) weeks following the 13-day STD Benefit Elimination Period.

**Weekly Income Benefit:** 60% of Earnings to a maximum benefit of \$1,500.

**Minimum Weekly Benefit:** In no event will the Weekly Income Benefit be less than \$25.

**Changes in Weekly Income Benefit:** Increases in the benefit amount are effective on the date of the change, provided you are Actively at Work on the effective date of the change. If you are not Actively at Work on that date, the effective date of the increase in the benefit amount will be deferred until the date you return to Active Work. Decreases in the benefit amount are effective on the date the change occurs.

**Contributions:** Employees are not required to contribute toward the cost of this coverage.

## **Submitting a Claim**

Written notice must be given to us within thirty (30) days after the loss occurs, or as soon as reasonably possible. The notice should be made to your manager as well as Broadspire at the following:

Broadspire Services, Inc.  
P.O. Box 14773  
Lexington KY 40512  
Telephone: (877) 542-2158  
[leavetech.my.site.com/connect/login](http://leavetech.my.site.com/connect/login)

When Broadspire receives notice of claim, you will be asked to provide documentation to verify your case. Those documents must be received by the due date to ensure your claim is not denied. Proof must be supplied within 15 days after your elimination period for Disability due to Sickness or Injury, unless you are incapable of doing so.

When sufficient proof is received, benefits will be paid as appropriate through ZOLL's standard payroll cycle. You must notify Broadspire and/or Human Resources immediately when you return to work.

To file a claim, you must complete the claim form provided by Broadspire. To obtain a copy of the claim form, you must file a claim with Broadspire at the phone number or website listed above.

ZOLL Medical reserves the right to require reasonable medical evidence of your disability as often as it deems necessary to certify your continuing disability. This may include having a qualified independent physician review your claim, contacting the attending physician or other health care providers for additional information, and/or have you examined as a condition of making or continuing disability benefits.

Any payments for claims will be made to you, and we have the right to recover any overpayments due to us as a result of fraud, any error made in processing a claim, and/or your receipt of deductible sources of income.

You must repay us for any overpayment in your claim. Alternatively, we may reduce or eliminate future payments instead of requiring repayment.

### **Appealing a Claim Determination**

If the employee receives notice that a claim has been denied (in full or in part) and the employee disagrees with the decision, the employee is entitled to apply for a full and fair review of the claim and the denial. The employee (or an appointed representative) can appeal and request a claim review within 180 days after the employee has received the denial notice. The request must be made in writing and should be filed with the Claims Administrator. There are two levels of appeal.

This written request for appeal should state the reasons why you feel the claim should not have been denied and should include any additional documentation to support your claim. You may also submit for consideration additional questions or comments you feel are appropriate, and you may review certain non-privileged information relating to the request for review.

Broadspire will make a full and fair review of the claim and provide a final written decision to you within 15 days after receiving the request for review of a claim for disability income benefits (45 days under special circumstances).

If more information is needed to resolve a claim, the information must be supplied within 45 days from the date requested. Any resulting delay will not count toward the above time limits for claims or appeals processing.

Unless special circumstances apply, all administrative appeal procedures offered by us must be completed before you begin any legal action regarding your claim. In no event can you start any legal action regarding your claim more than one year from the time proof of claim is required.

Note: ZOLL Medical STD Policy is a payroll practice and as such is not governed by ERISA regulations.

### **Effective Dates and Termination**

You will become covered under this plan on your first day of eligible employment. If you are not actively at work on the day your coverage goes into effect, the coverage will go into effect on the day you return to Active Work for one full day.

Coverage will terminate on the first of the following to occur:

- date ZOLL terminates this plan
- date you cease to be in an eligible class;
- last day you are in active employment;
- date of your death; or
- date you enter active military service (not including Reserve or National Guard).

### **Weekly Income Benefits**

Benefits will be paid if you are Disabled due to Sickness or Injury while covered on the plan.

Weekly Income Benefits are reduced by any Other Sources of Income as listed within this summary document and payable from the Benefit Begin Date. Benefits are payable up to the Maximum Benefit Period for one period of disability.

If benefits are underpaid for any reason, we will make a catch-up payment on the next scheduled payroll cycle. If we have overpaid any benefit for any reason, the overpayment must be repaid to us. At our option, we may reduce the Weekly Income Benefit or ask for a lump sum refund. If we reduce the benefit, the Minimum Benefit, would not apply. Interest does not accrue on any underpaid or overpaid benefit unless required by applicable law.

Each period of disability starts from the first day benefits are due. It will end when:

- you are no longer Disabled;
- you are able to earn at least 80% or more of your pre-disability earnings;
- all benefits due have been paid; or
- you have retired from employment with ZOLL.

Two or more recurrent periods of disability will be deemed the same disability if they are from:

- the same or related causes and are not separated by 14 days of Active Work; or
- a different cause and are not separated by one (1) full day of Active Work.

Weekly Income Benefits are not paid for any period of disability:

- caused or contributed to by an intentionally self-inflicted Injury; or
- caused or contributed to by an act of war, declared or undeclared; or
- caused by an Injury or Sickness that occurs while you are confined to any penal or correctional institution; or
- while you are confined in any penal or correctional institution; or
- caused or contributed to by your committing a felony; or
- caused or contributed to by Sickness which is covered by a Workers' Compensation Act, or other worker's disability law; or
- caused or contributed to by Injury which occurs out of or in the course of work for wage or profit; or
- caused by treatment or surgery that was not medically necessary.

## **Partial Disability Benefit**

Benefits will be paid if you are Partially Disabled, and you accept Rehabilitative Employment after being Totally Disabled during the STD Benefits Waiting Period.

Partial Disability Benefits are paid from the Benefit Begin Date up to the Maximum Benefit Period as shown on the Schedule of Benefits for one period of disability.

If a Weekly Benefit is payable for less than a week, the Program will pay 1/5 of the Weekly Benefit for each day you were Disabled.

Partial Disability Benefits will equal the Weekly Income Benefits payable under this plan but in no event will the sum of the following exceed 100% of your Earnings. If it does, the Partial Disability Benefit will be reduced by one dollar for every dollar the sum exceeds 100%:

- the Partial Disability Benefit;
- income from Rehabilitative Employment; and
- income from all Other Sources.

## **Other Sources of Income**

Other Sources of Income will be subtracted from your gross payment in certain instances. Only Other Sources of Income that are payable as a result of the same Disability will be subtracted from the Weekly Income Benefits.

*NOTE: You must notify the us whenever you receive payments that are Other Sources of Income. You must repay us for any overpayment of your claim resulting from your failure to notify us in a timely manner of such income.*

When we determine that you may qualify for benefits that are Other Sources of Income, we will estimate your entitlement to these benefits. We can reduce your payments by the estimated amount if such benefits have not been awarded and have either (1) not been denied; or (2) have been denied and the denial is being appealed.

Your benefit under this Plan will NOT be reduced by the estimated amount if you:

- Apply for the Disability payments listed in the Other Sources of Income section and appeal your denial to all necessary administrative levels (as determined by us in our sole discretion); and
- Sign a form stating that you promise to pay us any overpayment caused by an award.

If your payment has been reduced by an estimated amount, your payment will be adjusted when we receive proof:

- of the amount awarded; or
- that benefits have been denied and all appeals that we feel are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to you.

If you receive a lump sum payment from any Other Sources of Income, the lump sum will be pro-rated on a weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a weekly basis to the end of the maximum period of payment.

If you receive a lump sum payment, you must, within 10 days after receipt of such payment, give written proof satisfactory to us of:

- the amount of the single sum payment;
- the amount to be attributed to income replacement; and
- the time period for which the payment applies.

Once we receive such proof, we will adjust the amount of your Disability benefit.

If we do not receive the written proof described above, and we know the amount of the single sum payment, this Plan may reduce your Disability benefit by an amount equal to such benefit until the single sum has been exhausted.

If you receive Other Sources of Income in the form of a single sum payment and we do not receive the written proof described above within 10 days after you receive the single sum payment, we will adjust the amount of your disability by the amount of such payment.

#### **Extension of Coverage During Absence**

During a leave of absence under the Family and Medical Leave Act of 1993 (FMLA), we will continue your coverage until the later of:

- the end of the leave period required by FMLA, as amended; or
- the end of the leave period required by any similar state law, as amended.

During a leave of absence related to military service protected by USERRA your coverage under this plan will continue. Although coverage will continue, this plan does not cover any loss which occurs while on active duty in the military if such loss is caused by or arises out of such military service, including but not limited to war or any active of war, whether declared or undeclared.

While you are on a Family and Medical Leave of Absence for any reason other than your own sickness, injury or disability or military services leave of absence you will be considered Actively at Work. Any changes such as revisions to coverage due to age, class or salary changes, as applicable, will apply during the leave except that increases in the amount of coverage, whether automatic or subject to election, will not be effective if you are not considered Actively at Work until you have returned to Active Work for one (1) full day.

A leave of absence taken in accordance with the Family and Medical Leave Act of 1993 or USERRA will run concurrently with any other applicable continuation of coverage. Your coverage will cease under this extension on the earliest of:

- the date the plan terminates; or

- the date such leave should end in accordance with ZOLL's policies regarding Family and Medical Leave of Absence and military services leave of absence in compliance with the Family and Medical Leave Act of 1993, as amended and USERRA.

Coverage will not be terminated if you become Disabled during the period of the leave and are eligible for benefits according to the terms of the plan. Any Weekly Benefit which becomes payable will be based on your Earnings immediately prior to the date of Disability.

### **Termination of Benefits**

You will receive a payment every week up to the Maximum Benefit Period set forth in this Plan as long as you qualify for benefits during such maximum period. However, we will stop sending you payments and your claim will end on the earliest of:

- the end of the maximum period of payment;
- the date you are no longer Disabled under the terms of the Plan;
- the date you are able to earn 80% or more of your pre-disability earnings;
- the date you fail to submit proof of continuing Disability;
- the date you die; or
- the date your employment is voluntarily or involuntarily terminated.

As set forth previously, you are only entitled to Weekly Income Benefits for 11 weeks total (excluding the 13-day STD Benefit Elimination Period) for each 12-month period rolling backward from the date you use any Weekly Income Benefits under this Plan.

### **General Provisions**

**Incontestability:** Any statements made by you or on your behalf to persuade us to provide coverage, will be deemed a representation not a warranty. This provision limits our use of these statements in contesting the amount of coverage for which you are covered. The following rules apply to each statement:

- No statement will be used in a contest unless:
  - it is in written form signed by you, or on your behalf; and
  - a copy of such written instrument is or has been furnished to you, your beneficiary or legal representative.
- If the statement relates to your insurability, it will not be used to contest the validity of coverage which has been in force, before the contest, for at least two years during your lifetime.

**Not in Lieu of Workers' Compensation:** This plan is not a Workers' Compensation Policy. It does not provide Workers' Compensation benefits.

## **Definitions**

**"Actively at Work"** and **"Active Work"** means performing on a full-time basis each and every duty pertaining to your job in the place where and the manner in which the job is normally performed. This includes approved time off such as vacation, jury duty and funeral leave, but does not include time off because of Injury or Sickness.

**"Full-time"** means working for ZOLL for a minimum of 30 hours during your regular work week.

**"Disabled" or "Totally Disabled"** means you are:

- unable to do the material duties of your job; and
- not doing any work for payment; and
- under the Regular Care of a Physician.

**"Injury"** means bodily injury resulting directly from an accident, independent of all other causes. The injury must cause disability which begins while you are covered under this plan.

**"Earnings"**, as used in the Schedule of Benefits section, means your weekly salary received from ZOLL on the day just before the date of disability. Earnings does not include overtime pay, bonuses, incentive pay, or any other special compensation not received as base salary. However, Earnings shall include commissions received averaged over the lesser of the number of weeks worked; or the fifty-two (52) weeks; just prior to the date disability began. If hourly employees are covered, the number of hours worked during a regular work week, not to exceed forty (40) hours per week, will be used to determine weekly earnings.

**"Elimination Period"** means a 13 consecutive full calendar day period at the beginning of any one period of Disability which must elapse before benefits are payable.

**"Other Sources" or "Other Sources of Income"** are benefits payable under any other plan, policy or Act. Disability benefits may be reduced or offset if you receive payments for any of the following:

- Any benefits under a governmental (federal, state or local) paid compulsory benefit act or law, such as a state disability plan or state mandated paid family and medical leave law;
- Any other governmental act or law;
- No fault motor vehicle plan;
- Automobile liability insurance policy benefit;
- Disability payments under the ZOLL Medical's retirement plan or a governmental retirement plan;
- Benefits paid by a group insurance plan or disability plan at another place of employment;
- Income provided by reason of disability from another source such as social security;
- Unemployment insurance laws or programs; or
- Or payments from a third party (after subtracting attorney's fees) by judgment, settlement, or otherwise.



**“Partial Disability Benefit”** means benefits you receive if you are Partially Disabled, and you accept Rehabilitative Employment after being Totally Disabled during the STD Benefits Waiting Period.

**“Partially Disabled”** means you can work but you are unable to earn 80% or more of your pre-disability earnings and are under the Regular Care of a Physician.

**"Physician"** means any duly licensed practitioner who is recognized by the law of the state in which treatment is received as qualified to treat the type of Injury or Sickness for which claim is made. The physician may not be you or a member of your immediate family.

**"Regular Care"** means Treatment that is administered as frequently as is medically required according to guidelines established by nationally recognized authorities, medical research, healthcare organizations, governmental agencies or rehabilitative organizations. Care must be rendered personally by your Physician according to generally accepted medical standards in your locality, be of a demonstrable medical value and be necessary to meet your basic health needs.

**"Rehabilitative Employment"** means working in any gainful occupation for which your training, education or experience will reasonably allow. The Rehabilitative Employment and a plan of rehabilitation must be supervised by a Physician or licensed rehabilitation specialist, and both must be approved by us. Rehabilitative Employment includes performing all of the material duties of your regular occupation on a part-time basis or some of the material duties on a full-time basis. It does not include performing all of the material duties of your regular occupation on a full-time basis.

**"Sickness"** means illness or disease causing disability which begins while you are covered under this plan. Sickness includes pregnancy, childbirth, miscarriage or abortion, or any complications therefrom.

**"Treatment"** means care consistent with the diagnosis of your Injury or Sickness that has its purpose of maximizing your medical improvement. It must be provided by a Physician whose specialty or experience is most appropriate for the Injury or Sickness

**"We", "us" and "our"** means ZOLL Medical in partnership with our administrator Broadspire.

**“You”, “employee”, or “eligible employee”** as used in this summary means a person who is eligible for this Plan under the terms of the Plan as set forth herein.