

Short Term Disability Income Protection Plan

Effective Date: January 1, 2022

Contact Information

Program Sponsor: Life Care Companies LLC
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II. Overview of Plan

Program Sponsor has established a short term disability (STD) income benefit Program and agreed to provide STD benefits according to the terms of this certificate. Program Sponsor is solely responsible for payment of STD benefits payable under the terms of the Program.

Program Sponsor has retained Metropolitan Life Insurance Company (MetLife) as Claims Administrator for the Program. MetLife shall receive, process, investigate and evaluate claims for benefits. MetLife has authority to make initial decisions to approve, deny or close claims for benefits. MetLife is also authorized to review and decide appeals of denied or closed claims, if requested by claimants as provided in the appeal provision of the Program. Thereafter, Program Sponsor may elect to hear and decide any further appeals by claimants. In each case, Program Sponsor retains the right of final review and decision on all claims and appeals.

MetLife will also perform certain administrative services for the Program, including advising and assisting Program Sponsor with preparation and revision of the Program. MetLife has no authority or obligation with respect to management or investment of the assets of the Program or Program Sponsor's right of subrogation under the Program.

You will be covered as provided by the terms of the Program. Possession of this certificate does not necessarily mean you are covered. You are covered only if you meet the requirements set out in this certificate.

Program Sponsor has the right at any time to amend or terminate the Program or to require or change the amount of Member contributions. If your coverage is changed by an amendment to the Program, Program Sponsor will provide you with a revised certificate or other notice. No agent has authority to change the Program or to waive any of its provisions.

All provisions on this and the following pages are part of this Program. "You" and "your" mean the Member. "We", "us", and "our" mean MetLife acting in its capacity as Claims Administrator on behalf of the Program Sponsor.

III. Summary of Benefits

This Summary of Benefits highlights many of the features of this Short Term Disability Plan. Refer to each section for a more complete description of benefits under the Plan.

EMPLOYER: Life Care Companies LLC, including the following affiliates, divisions and subsidiaries

Care Purchasing Services LLC
LCS Development LLC
Life Care Services LLC

ELIGIBLE GROUP(S):

To be eligible for benefits, you must be a member of the following eligible group:

1. A regular employee of the Employer;
2. Actively At Work at least 20 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days);
3. All Full-Time employees of the Policyholder excluding employees in California, temporary or seasonal employees, interim assignment employees, leased employees, independent contractors and employees who are full-time members of the armed forces of any country or international authority; and
4. A citizen or resident of the United States or Canada.

MINIMUM HOURS REQUIREMENT:

To be eligible for benefits, you must meet the following requirements:

Employees must be working at least 20 hours per week:

ELIGIBILITY WAITING PERIOD:

You are eligible on the first day of the calendar month following the date you become a member.

BENEFIT WAITING PERIOD:

The longer of:

- (a) The period of sick leave for which you are eligible under the Employer's sick leave Program, and
- (b) For Disability caused by accidental injury, Physical Disease, Pregnancy, or Mental Disorder: 14 calendar days

WEEKLY BENEFIT AMOUNT (following elimination period):

60% of the first \$2,167 of your weekly Predisability Earnings, reduced by Deductible Income.

Maximum: \$1,300 weekly before reduction by Deductible Income.

Minimum: Greater of 10% of gross benefit or \$25 per week

MAXIMUM PERIOD OF PAYMENT:

Benefits continue for as long as you are *disabled and actively employed* up to a maximum duration of 90 calendar days of Disability. However, if you remain in active employment while on STD, STD benefits will end on the date long term disability benefits become payable to you under a group plan provided by your Employer, even if that occurs before the end of the Maximum Benefit Period.

OCCUPATIONAL INJURIES:

You are not covered for a Disability arising out of or in the course of any employment for wage or profit.

WHO PAYS FOR THE COST OF PLAN FUNDING?

Life Care Companies LLC pays the cost of funding the Plan

EMPLOYER'S RIGHT TO AMEND THE PLAN

The Program Sponsor reserves the right, in our sole and absolute discretion, to amend, modify, or terminate, in whole or in part, any or all of the provisions of the Plan (including any related documents), at any time and for any reason or no reason.

If the Program Sponsor cancels the Plan, coverage will end at 12:00 midnight at our primary business location on the last day of the Plan. If the Plan is cancelled, the cancellation will not affect a payable claim.

IV. Eligibility

BECOMING COVERED

To become covered you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in Active Work Provisions and When Your Coverage Becomes Effective.

WHEN YOUR COVERAGE BECOMES EFFECTIVE

Subject to the Active Work Provisions, your coverage becomes effective on the date you become eligible.

ACTIVE WORK PROVISIONS

A. Active Work Requirement

You must be capable of Active Work on the day before the scheduled effective date of your coverage or your coverage will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your coverage, your coverage will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively at Work mean performing with reasonable continuity the Material Duties of your Own Occupation at your Employer's usual place of business.

B. Changes In Coverage

This Active Work requirement also applies to any increase in your coverage.

WHEN YOUR COVERAGE ENDS

Your coverage ends automatically on the earliest of:

1. The date the last period ends for which a contribution was made for your coverage.
2. The date the Program terminates.
3. The date your employment terminates.
4. The date you cease to be a Member. However, your coverage will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.

- a. During the first 12 months of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.
- b. During a leave of absence if continuation of your coverage under the Program is required by a state-mandated family or medical leave act or law.
- c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 12 months or less. A period of Disability is not a leave of absence.
- d. During the Benefit Waiting Period and while STD Benefits are payable.

LAYOFFS OR LEAVES

If you are on a layoff or leave, including a Family and Medical Leave, coverage will commence and continue in accordance with our Human Resource procedures on layoffs and leaves. Similarly, changes in your coverage while you are on a layoff or leave may occur as described in our Human Resource procedures on layoffs and leaves.

V. Benefit Provisions

DEFINITION OF DISABILITY

You are Disabled if you meet the following Own Occupation definition of Disability:

You are required to be Disabled only from your Own Occupation. You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. You suffer a loss of at least 20% in your Predisability Earnings when working in your Own Occupation for your Employer.

Own Occupation means how your occupation is normally performed in the national economy instead of how it is performed for any specific employer or in any specific location.

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend STD Benefits if you fail to attend an examination or cooperate with the examiner.

BENEFIT WAITING PERIOD

Benefit Waiting Period means the period you must be continuously disabled before STD Benefits become payable. No STD Benefits are payable for the Benefit Waiting Period.

BENEFITS COMMENCEMENT

If you become Disabled while covered under the Program, STD Benefits will be payable according to the terms of the Program after we receive Proof of Loss satisfactory to us. The benefit waiting period has been met. If you are Disabled for less than one full week, one-seventh of the STD Benefit will be payable for each day of Disability.

BENEFIT FORMULA

We will follow this process to figure your payment:

1. Multiply your **weekly earnings** by the weekly benefit percentage amount as stated in the Summary of Benefits.
2. The maximum **weekly benefit** is as stated in the Summary of Benefits.
3. Compare the answer from Item 1 with the maximum weekly benefit. The lesser of these two amounts is your **gross disability payment**.
4. Subtract from your gross disability payment any **deductible sources of income**.

DURATION OF PAYMENTS

You will receive a payment in accordance with the Program Sponsor's normal payroll schedule, when you qualify for benefits up to the **maximum period of payment (which is stated in the Benefit Summary section)**.

TEMPORARY RECOVERY

You may temporarily recover from your Disability during the Maximum Benefit Period, and then become Disabled again from the same cause or causes, without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable allowable period.

A. Allowable Period

The allowable period of recovery during the Maximum Benefit Period is: 60 work days

B. Effect of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Period, the following will apply.

1. The Predisability Earnings used to determine your STD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Maximum Benefit Period.
3. No STD Benefits will be payable for the period of Temporary Recovery.

4. No STD Benefits will be payable after benefits become payable to you under any other disability coverage plan under which you become covered during your period of recovery.
5. Except as stated above, the provisions of the Program will be applied as if there had been no interruption of your Disability.

WHEN STD BENEFITS END

Your STD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date long term disability benefits become payable to you under a group long term disability insurance policy issued to Program Sponsor as policyholder, even if that occurs before the end of the Maximum Benefit Period.
5. The date benefits become payable to you under any other disability plan under which you become covered through employment during a period of Temporary Recovery.
6. The date you fail to provide proof of continued Disability and entitlement to STD Benefits.

VI. Exclusions and Limitations

DISABILITIES EXCLUDED FROM COVERAGE

A benefit will not be paid for any disability caused or contributed to by:

- A. War, whether declared or undeclared, or act of war, insurrection, rebellion, or terrorist act
- B. Active participation in a riot
- C. Intentionally self-inflicted injury
- D. Attempted suicide
- E. Commission of or attempt to commit a felony
- F. Any injury or illness for which the employee is eligible to receive benefits under Workers' Compensation or a similar law

LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No STD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Occupational Benefits

No STD Benefits will be paid for any period when you are eligible to receive benefits for your Disability under a workers' compensation law or similar law. If your claim for these benefits is accepted, compromised or settled (whether disputed or undisputed), you must repay us for the full amount of any payments Program Sponsor makes to you while your claim for occupational benefits is pending.

C. Paid Sick Leave Or Other Salary Continuation

You may use any paid leave or absence time accrued (e.g., sick time, vacation or floating holidays) to supplement any disability leave, allowing both Short-Term Disability and other employer-paid leave compensation to be processed concurrently. In no event shall your total compensation exceed 100% of your normal wages.

D. Return To Work Responsibility

No STD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Predisability Earnings, but you elect not to work.

E. Rehabilitation Program

No STD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

VII. Claim and Appeal Information

A. Filing A Claim

Claims should be filed in accordance with the Program Sponsor's administrative processes.

B. Time Limits On Filing Proof of Loss

You must give us Proof of Loss within 10 calendar days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90 calendar day period. If Proof of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

C. Proof Of Loss

Proof of Loss means written proof that you are Disabled and entitled to STD Benefits. Proof of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 calendar days after we mail our request, your claim may be denied.

E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend STD Benefits if you fail to attend an examination or cooperate with the examiner.

F. Time Of Payment

Program Sponsor will pay STD Benefits within 10 calendar days after you satisfy Proof of Loss.

STD Benefits will be paid to you in accordance with the Program Sponsor's normal payroll schedule when you qualify for them. STD Benefits remaining unpaid at your death will be paid to your estate.

G. Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 calendar days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 calendar days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 calendar days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 45 calendar days to provide the information. If you do not provide the requested information within 45 calendar days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Program on which our decision is based.
- c. A description of any additional information needed to support your claim.

H. Appeals Procedure

If all or part of a claim is denied, you may request an appeal. You must request an appeal in writing within 180 calendar days after receiving notice of the denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for appeal. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your claim.

The person conducting the appeal will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the appeal will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the appeal will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 calendar days after we receive your request for appeal we will send you: (a) a written decision on appeal; or (b) a notice that we are extending the appeal period for 45 calendar days. If the extension is due to your failure to provide information necessary to decide the claim on appeal, the extended time period for appeal of your claim will not begin until you provide the information or otherwise respond.

If we extend the appeal period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on appeal; and (c) any additional information we need to decide your claim.

If we request additional information, you will have 45 calendar days to provide the information. If you do not provide the requested information within 45 calendar days, we may conclude our review of your claim based on the information we have received.

If we deny any part of your claim on appeal, you will receive a written notice of denial containing:

- a. The reasons for our decision.

- b. Reference to the parts of the Program on which our decision is based.
- c. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

I. Assignment

The rights and benefits under the Program are not assignable.

LIMITED AGENCY APPOINTMENT OF METLIFE

Program Sponsor has appointed MetLife to act on its behalf as Claims Administrator for the Program and grants MetLife authority to fulfill the Obligations of Claim Administration as provided herein. MetLife is empowered to act on behalf of Program Sponsor in connection with the Program only as expressly stated in this Program. MetLife has no authority or obligation with respect to (1) an Program Sponsor's right of subrogation under the Program, or (2) management or investment of the assets of the Program. In performing its obligations under this Agreement, MetLife is acting solely as the agent of Program Sponsor.

MetLife's decisions are subject to the review procedures of the Program Sponsor.

VIII. Definitions

Benefit Waiting Period means the period you must be continuously Disabled before STD Benefits become payable. No STD Benefits are payable for the Benefit Waiting Period.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Program is approved in writing by us.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

Injury means an injury to the body.

Maximum Benefit Period means the longest period for which STD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No STD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See Coverage Features.

Physical Disease means a physical disease entity or process that produces structural or functional changes in your body as diagnosed by a Physician.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent, or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Program means the group short term disability income benefit Program established by Program Sponsor and identified by the ATP Number, which is 235306.

STD Benefit means the weekly benefit payable to you under the terms of the Program.