

# **Short Term Disability Summary Plan Description**

Effective Date: November 1, 2024

## **Contact Information**

Employer: Vermeer Corporation  
Address and Telephone #: 1210 Vermeer Rd E  
Pella, IA 50219  
641-628-3141

Claims Administrator: Lincoln Financial Group  
Address and Telephone #: PO Box 2578  
Omaha, NE 68172  
888-408-7300

Service Provider: Lincoln Financial Group  
Address and Telephone #: PO Box 100158  
Columbia, SC 29202-3158  
800-447-2498  
File online at  
[www.mylincolnportal.com](http://www.mylincolnportal.com)

# Table of Contents

• <a href="#"><u>OVERVIEW OF PLAN</u></a>	3
• <a href="#"><u>BENEFITS AT A GLANCE</u></a>	4
• <a href="#"><u>CLAIM INFORMATION</u></a>	6
• <a href="#"><u>GENERAL PROVISIONS</u></a>	8
• <a href="#"><u>BENEFIT INFORMATION</u></a>	10
• <a href="#"><u>DEFINITIONS</u></a>	14
• <a href="#"><u>PLAN INFORMATION</u></a>	18

## Overview of Plan

The Plan is a short-term disability income protection benefit plan ("Plan" or "Short Term Disability Plan") sponsored by us to replace a portion of your income in the event a sickness or injury prevents you from working for a period of time. This Plan does not provide benefits for occupational injuries or sicknesses. 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 is referred to as your booklet.

The Plan is funded as provided in the Summary of Benefits section of this booklet. We have engaged Lincoln Financial Group to provide certain administrative claims handling services for the Plan. Neither Lincoln Financial Group nor any of its affiliates or related insuring entities ensures the benefits under this Plan or has any responsibility to fund benefits under the Plan.

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, even retroactively. 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. We may delegate some or all of this authority to Lincoln Financial Group at any time.

**"We", "us", and "our"**, as used in this overview, refer to the Employer identified on the cover page. The Employer is the Plan's sponsor.

This booklet is written in plain English. If you do not understand any of the terms in it, or desire more information, you should contact us using the contact information on the cover page. Many of the terms used in this booklet are defined in the Definitions Section. Be sure to read all the definitions so that you will understand the Plan fully.

# **BENEFITS AT A GLANCE**

## **SHORT TERM DISABILITY PLAN**

This short-term disability plan provides financial protection for you by paying a portion of your income while you are disabled. The amount you receive is based on the amount you earned before your disability began. In some cases, you can receive disability payments even if you work while you are disabled.

**PARTICIPATING EMPLOYERS:** Vermeer Corporation  
Vermeer Underground Technology  
Vermeer MV Solutions  
HDD Broker, LLC

**EFFECTIVE DATE:** November 1, 2024

### **ELIGIBLE GROUP(S):**

To be eligible for benefits, you must be an Eligible Employee under the Vermeer Manufacturing Health and Welfare Benefit Plan (the "Welfare Plan"). In general, and without limiting the terms of the Welfare Plan, you are an Eligible Employee if you are credited with at least 30 hours of service per week, on average, as determined by us.

### **WAITING PERIOD:**

First of the month following hire date (that is, the first day of work for pay with the Company as an Eligible Employee).

### **REHIRE:**

If your employment ends and you are rehired by us within 13 weeks, your previous work while in an eligible group will apply toward the waiting period. All other Plan provisions apply.

### **HOW THE PLAN IS FUNDED:**

We pay 100% of the cost of the benefits paid under the Plan. Benefits are paid out of the general assets of the Employer.

### **ELIMINATION PERIOD:**

- 5 business days for disability due to an injury;
- 5 business days for disability due to a sickness;
- 0 business days for disability immediately after childbirth.

Benefits begin the day after the elimination period is completed.

### **WEEKLY BENEFIT:**

- 70% of your weekly earnings for disability due to injury or sickness.
- 100% of your weekly earnings for disability after childbirth for 6 weeks; 70% of your weekly earnings after 6 weeks if your physician

can certify to longer periods after childbirth if you have a pregnancy-related condition that prevents you from performing your normal or usual job duties.

**MAXIMUM PERIOD OF PAYMENT:**

26 weeks total from the most recent Date of Disability, including Elimination Period in any 12-month period (rolling backward from Date of Disability)

**OCCUPATIONAL INJURIES:**

Your Short-Term Disability Plan does not cover disabilities due to an occupational sickness or injury.

# **CLAIM INFORMATION**

## **SHORT TERM DISABILITY**

### ***WHEN DO YOU NOTIFY THE SERVICE PROVIDER OF A CLAIM?***

Unless we have given you different delivery instructions, you should use the contact information on the cover page when notifying Service Provider of your claim.

Notice of a claim must be sent to the Service Provider within 30 days of the date your disability begins. If that is not possible, the Service Provider must be notified as soon as reasonably possible. In addition, you or your authorized representative must send the Service Provider written proof of your claim no later than one year after the date your disability begins unless failure to do so is due to your lack of legal capacity, in which case the claim filing deadline will be tolled during the period of legal incapacity. In no event can proof of your claim be submitted after the expiration of the time limit for commencing a legal proceeding, even if your failure to provide proof of claim is due to the lack of legal capacity or if state law provides an exception to the one-year time period.

You must notify the Service Provider and us by providing a return-to-work form that is satisfactory to us the day prior to your return to work in any capacity.

### ***HOW DO YOU FILE YOUR PROOF OF CLAIM?***

You or your authorized representative must initiate your claim by utilizing the Lincoln Financial Group online portal or by contacting Lincoln Financial Group by phone. Lincoln Financial Group will provide the appropriate documents to you or your attending physician for completion, as well as instructions on any actions you must take. These documents, once completed, should be returned directly to Lincoln Financial Group using the instructions provided.

If you do not receive the necessary forms from the Service Provider, you may follow any claims filing procedures approved by us and Lincoln Financial Group. We will separately advise you in writing of any such alternative procedures.

### ***WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?***

Proof of your claim, provided at your expense, must show:

- the date your disability began;
- the first day absent from work;
- the existence and cause of your sickness or injury;
- that your sickness or injury causes you to have limitations on your functioning and restrictions on your activities preventing you from performing the material and substantial duties of your regular occupation;
- that you are under the regular care of a physician;
- the name and address of any hospital or institution where you received treatment, including all attending physicians;

- the appropriate documentation of your weekly earnings, any disability earnings, and any deductible sources of income.

In some cases, you will be required to give Lincoln Financial Group and us authorization to obtain additional medical information, and to provide non-medical information as part of your proof of claim, or proof of continuing disability. You may also be required to send Lincoln Financial Group appropriate financial records, which may include income tax returns, which we believe are necessary to substantiate your income. We may request that you send periodic proof of your claim. This proof, provided at your expense, must be received within 45 days of a request. We may deny your claim, or stop sending you payments, if the appropriate information is not submitted.

We or Lincoln Financial Group may require you to be examined by a physician, other medical practitioner and/or vocational expert of our or its choice. This examination will be at no cost to you and can be required as often as it is reasonable to do so. We may also require you to be interviewed in person by us or our Service Provider.

#### ***TO WHOM WILL PAYMENTS BE MADE?***

Payments will be made to you.

#### ***WHAT HAPPENS IF YOUR CLAIM IS OVERPAID?***

We have the right to recover any overpayments due to:

- fraud;
- any error made in processing a claim;
- disability earnings; or
- deductible sources of income.

You must reimburse us in full. We will determine the method by which the repayment is to be made which may include reducing or withholding future payments including the minimum weekly payment.

We will not recover more money than the amount we paid you.

#### ***SUBROGATION/RIGHT OF RECOVERY***

This Plan has the right to recover benefits paid when another party was responsible for the injury or sickness giving rise to the payment of benefits.

# **GENERAL PROVISIONS**

## ***WHEN ARE YOU ELIGIBLE FOR COVERAGE?***

If you are in an eligible group, the date you are eligible for coverage is the later of:

- the Plan effective date; or
- the day after you complete your **waiting period**.

## ***WHEN DOES YOUR COVERAGE BEGIN?***

You will be covered at 12:01 a.m. at our primary place of business on the date you are eligible for coverage.

## ***WHAT IF YOU ARE ABSENT FROM WORK ON THE DATE YOUR COVERAGE WOULD NORMALLY BEGIN?***

If you are absent from work due to injury or sickness, temporary layoff or leave of absence, your coverage will begin on the date you return to active employment.

## ***ONCE YOUR COVERAGE BEGINS, WHAT HAPPENS IF YOU ARE TEMPORARILY NOT WORKING?***

If you are on a temporary **layoff**, you will be covered through the end of the month that immediately follows the month in which your temporary layoffs begin.

If you are on a **leave of absence**, you will be covered through the end of the month that immediately follows the month in which your leave of absence begins.

## ***WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?***

Once your coverage begins, any increased or additional coverage will take effect immediately if you are in active employment or if you are on a covered layoff or leave of absence. If you are not in active employment due to injury or sickness, any increased or additional coverage will begin on the date you return to active employment.

## ***WHEN DOES YOUR COVERAGE END?***

Your coverage under the Plan ends on the earliest of:

- the date the Plan is cancelled;
- the date you are no longer in an eligible group;
- the date your eligible group is no longer covered;
- the last day of the period for which you made any required contributions; or
- the last day you are in active employment except as provided under the covered layoff or leave of absence provision.

***FRAUD WARNING***

We take fraud very seriously. If you, with intent to defraud or knowing that you are facilitating a fraud against us, submit an application or file a claim containing a false or deceptive statement, we will assert all legal and equitable rights against you and pursue all legal and equitable remedies we have against you.

***DOES THE PLAN REPLACE OR AFFECT ANY WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?***

The Plan does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

# BENEFIT INFORMATION

## DEFINITION OF RESIDUAL DISABILITY

You are disabled when we determine that:

- you are unable to perform the **material and substantial duties** of your **regular occupation** due to your **sickness or injury**; and
- you are not working in any occupation.

You must be under the regular care of a physician to be considered disabled.

The loss of a professional or occupational license or certification does not constitute a disability.

## ***HOW LONG MUST YOU BE DISABLED BEFORE YOU ARE ELIGIBLE TO RECEIVE BENEFITS?***

You must be continuously disabled through your **elimination period**. A new elimination period will be applied to each disability.

If your disability is the result of an injury that occurs while you are covered under the Plan (excluding childbirth), benefits begin after:

- 5 business days; or

If your disability is the result of a sickness, your elimination period is:

- 5 business days.

## ***WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?***

You will begin to receive payments as soon as it is administratively feasible after the Service Provider approves your claim, provided the elimination period has been met and you are disabled. Payments will be made on the same schedule as normal payroll.

## ***HOW MUCH WILL WE PAY YOU IF YOU ARE DISABLED?***

We will follow this process to figure your payment:

1. Multiply your weekly earnings by 70%. This is your maximum weekly benefit and your gross disability payment (paid bi-weekly).
2. Subtract from your gross disability payment any **deductible sources of income**.

The amount figured in Item 2 is your **weekly payment** (paid bi-weekly).

Your weekly payment may be reduced based on your disability earnings.

If, at any time after the elimination period, you are disabled for less than 1 week, we will send you 1/5<sup>th</sup> of your weekly payment for each day of disability.

### ***WHAT ARE YOUR WEEKLY EARNINGS?***

"Weekly earnings" means your gross weekly income from your Employer in effect just prior to your date of disability. It excludes overtime, bonus and commission payments received during the year. It is prior to any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account.

### ***WHAT WILL WE USE FOR WEEKLY EARNINGS IF YOU BECOME DISABLED DURING A LAYOFF OR LEAVE OF ABSENCE?***

If you become disabled while you are on a covered layoff or leave of absence, we will use your weekly earnings in effect just prior to the date your absence begins.

### ***HOW MUCH WILL WE PAY YOU IF YOU ARE DISABLED AND WORKING?***

We will send you the weekly payment if you are disabled and your weekly disability earnings, if any, are less than 20% of your weekly earnings.

If you are disabled and your weekly disability earnings are from 20% through 80% of your weekly earnings, you will receive payments based on the percentage of income you are losing due to your disability. We will follow this process to figure your payment:

1. Subtract your disability earnings from your weekly earnings.
2. Divide the answer in Item 1 by your weekly earnings. This is your percentage of lost earnings.
3. Multiply your weekly payment as shown above by the answer in Item 2.

This is the amount we will pay you for each week.

We may require you to send proof of your disability earnings bi-weekly. We will adjust your bi-weekly payment based on your disability earnings.

As part of your proof of disability earnings, we can require that you send us appropriate financial records, which may include tax returns, which we believe are necessary to substantiate your income.

### ***HOW DO WE PROTECT YOU IF YOUR DISABILITY EARNINGS FLUCTUATE?***

If your disability earnings have fluctuated from week to week, we may determine your benefit eligibility based on the average of your disability earnings over the most recent 3 weeks.

### ***HOW LONG WILL WE CONTINUE TO SEND YOU PAYMENTS?***

We will send you a payment bi-weekly if you qualify for benefits up to the **maximum period of payment**. Your maximum period of payment is 26 weeks during a continuous period of disability.

### ***WHEN WILL PAYMENTS STOP?***

We will stop sending you payments and your claim will end on the earliest of the following:

- when you are able to work in your regular occupation on a part-time basis and you do not;
- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the Plan;
- the date you fail to submit proof of continuing disability;
- the date your disability earnings exceed the amount allowable under the Plan; or
- the date you die.

### ***WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?***

The Plan does not cover any disabilities caused by, contributed to by, or resulting from your:

- intentionally self-inflicted injuries;
- active participation in a riot;
- loss of a professional license, occupational license or certification;
- commission of a crime for which you have been convicted; or
- attempt to commit a crime.

The Plan will not cover a disability due to war, declared or undeclared, or any act of war.

The Plan will not pay a benefit for any period of disability during which you are incarcerated.

Benefit payments will be suspended during any period in which you have been charged for a crime or attempt to commit a crime and may be restored after your acquittal.

### ***WHAT HAPPENS IF YOU RETURN TO WORK FULL TIME AND YOUR DISABILITY OCCURS AGAIN?***

1. If your current disability is related to or due to the same cause(s) as your prior disability for which we made a payment:

We will treat your current disability as part of your prior claim and you will not have to complete another elimination period when you are performing any occupation for us on a full-time basis for 20 business days or less.

If you return to work on the 21<sup>st</sup> business day, your current disability will be treated as a new claim. The new claim will be subject to all of the provisions of this Plan and you will be required to satisfy a new elimination period.

2. If your current disability is unrelated to your prior disability for which a payment was made:

We will treat your current disability as part of your prior claim and you will not have to complete another elimination period when you are

performing any occupation for us on a full-time basis for less than 1 full day.

Your disability, as outlined above, will be subject to the same terms of the Plan as your prior claim.

If you do not satisfy Item 1 or 2 above, your disability will be treated as a new claim and will be subject to all Plan provisions.

If you become entitled to payments under any other group short term disability plan, you will not be eligible for payments under the Plan.

# DEFINITIONS

**ACTIVE EMPLOYMENT** means you are working for us for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation.

Your work site must be:

- our usual place of business;
- an alternative work site at the direction of us, including your home; or
- a location to which your job requires you to travel.

Normal vacation is considered active employment.

**BENEFIT** means the total benefit amount an employee is eligible for under the Plan subject to the maximum benefit.

**BI-WEEKLY PAYMENT** means your payment after any deductible sources of income have been subtracted from your gross disability payment.

**CHILDBIRTH** means the process of labor, parturition, and delivery, wherefore pregnancy is completed and one or more newborns exit the internal environment of the mother via vaginal delivery or caesarean section.

**DEDUCTIBLE SOURCES OF INCOME** means income from deductible sources listed in the Plan which you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability payment.

**DISABILITY EARNINGS** means the earnings which you receive while you are disabled and working.

**EARNINGS** means your gross weekly income from your Employer as defined in the Plan.

**ELIMINATION PERIOD** means a period of continuous disability which must be satisfied before you are eligible to receive benefits.

**EMPLOYEE** means a person who is in active employment in the United States with us.

**EMPLOYER** is the entity identified on the cover page, and includes any of our divisions, subsidiaries or affiliated companies named in the BENEFITS AT A GLANCE section. Employer is also referred to as "**we**", "**us**", and "**our**". The Employer is the Plan Sponsor.

**GOVERNMENTAL RETIREMENT SYSTEM** means a plan which is part of any federal state, county, municipal or association retirement system, including but not limited to, a state teachers retirement system, public employees retirement system or other similar retirement system for state or local government employees providing for the payment of retirement and/or disability benefits to individuals.

**GROSS DISABILITY PAYMENT** means the benefit amount before we subtract deductible sources of income and disability earnings.

**HOSPITAL OR INSTITUTION** means an accredited facility licensed to provide care and treatment for the condition causing your disability.

**INJURY** means a bodily injury that is the result of an accident or childbirth and not related to any other cause. Injury which occurs before you are covered under the plan will be treated as a sickness. Disability must begin while you are covered under the plan.

**INSURED** means any person covered under a plan.

**LAW, PLAN OR ACT** means the original enactments of any law, Plan or act and all amendments.

**LAYOFF or LEAVE OF ABSENCE** means you are temporarily absent from active employment for a period that has been agreed to in advance in writing by us. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

**LIMITED** means what you cannot or are unable to do.

**MATERIAL AND SUBSTANTIAL DUTIES** means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified.

**MAXIMUM CAPACITY** means, based on your restrictions and limitations, the greatest extent of work you are able to do in your regular occupation that is reasonably available.

**MAXIMUM PERIOD OF PAYMENT** means the longest period the Plan will make payments to you for any one period of disability.

**OCCUPATIONAL SICKNESS OR INJURY** means a sickness or injury that was caused by or aggravated by any employment for pay or profit.

**PART-TIME BASIS** means the ability to work and earn between 20% and 80% of your weekly earnings.

**PAYABLE CLAIM** means a claim for which we are liable under the terms of the Plan.

**PHYSICIAN** means:

- a person performing tasks that are within the limits of his or her medical license; and
- a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

The Service Provider will not recognize you, or your spouse, children, parents or siblings as a physician for a claim that you send to them.

**PLAN** means this Short Term Disability plan.

**PLAN SPONSOR** means the Employer.

**REGULAR CARE** means:

- you personally visit a physician as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and
- you are receiving the most appropriate treatment and care which conforms with generally accepted medical standards, for your disabling condition(s) by a physician whose specialty or experience is the most appropriate for your disabling condition(s), according to generally accepted medical standards.

**REGULAR OCCUPATION** means the occupation you are routinely performing when your disability begins. The Service Provider will look at your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

**RETIREMENT PLAN** means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to employees and are not funded entirely by employee contributions. Retirement Plan does not include any plan which is part of any governmental retirement system.

**SALARY CONTINUATION OR ACCUMULATED SICK LEAVE** means continued payments to you by your Employer of all or part of your weekly earnings, after you become disabled as defined by the Plan. Salary continuation or accumulated sick leave does not include compensation paid to you by your Employer for work you actually perform after your disability begins. Such compensation is considered disability earnings and would be taken into account in calculating your weekly payment.

**SERVICE PROVIDER** means Lincoln Financial Group PO Box 100158  
Columbia, South Carolina 29202-3158.

**SICKNESS** means an illness or disease.

**YOU** means a person who is eligible for coverage under the Plan.

**WAITING PERIOD** means the continuous period (shown in the Summary of Benefits) that you must be in active employment in an eligible group before you are eligible for coverage under the Plan.

**WE, US** and **OUR** means your Employer, as identified on the cover page.

# Plan Information

**Name of Plan:**

Vermeer Corporation Group Short Term Disability Plan

**Name and Address of Participating Employers:**

Vermeer Corporation  
1210 Vermeer Rd  
Pella, IA 50219

Vermeer Underground Technology  
1210 Vermeer Rd  
Pella, IA 50219

Vermeer MV Solutions  
7835 Augusta Road  
Piedmont, SC 29673

HDD Broker, LLC  
9240 Bonita Beach Rd SE  
Suite 3318  
Bonita Springs, FL 34135

**Type of Welfare Plan:**

Short Term Disability

**Type of Administration:**

The Plan is administered by the Plan Administrator. Benefits under the Plan are administered by the Service Provider and are provided in accordance with the Plan.

**Plan Year Ends:**

December 31

**Plan Administrator Name, Address, and Telephone Number:**

Vermeer Corporation  
1210 Vermeer Rd E  
Pella, IA 50219  
641-628-3141

**Agent for Service of Legal Process on the Plan:**

Service of legal process may be made upon the Employer's Benefits Administrator.

**Funding and Contributions:**

The Plan is funded as provided in the BENEFITS AT A GLANCE section.

## **EMPLOYER'S RIGHT TO AMEND THE PLAN**

We reserve 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, including retroactively.

## **HOW TO FILE A CLAIM**

If you wish to file a claim for benefits, you should follow the claim procedures described in the "Claims Information" section above. To complete your claim filing, the Service Provider must receive the claim information it requests from you (or your authorized representative), your attending physician and us. If you or your authorized representative has any questions about what to do, you or your authorized representative should contact Service Provider directly using the information on the cover page of the Plan.

## **DISCRETIONARY ACTS**

In exercising our discretionary powers under the Plan, we, as the Plan Administrator, will have the broadest discretion permissible under applicable laws, and our decisions will constitute final review by the Plan of your claim by the Plan. Benefits under the Plan will be paid only if we decide in our discretion that the applicant is entitled to them. We also have discretion to determine eligibility for benefits and to interpret the terms and conditions of the Plan.