



## **75% SHORT TERM DISABILITY**

### **BENEFIT PLAN DOCUMENT & SUMMARY PLAN DESCRIPTION**

**For the Cummins Employees in Base Business who  
are members of the OFFICE COMMITTEE UNION**

This SPD is a simplified description of the major features of the Plan and each of the benefit plans. Special situations which affect a limited number of employees may not be covered in this SPD. Each of the benefits described in this SPD is governed solely by the terms of a separate legal document or contract. If there is a conflict between this SPD and the Plan documents controlling the operation of the Plan, the Plan documents will govern.

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<p style="text-align: center;"><b>CUMMINS STANDARD 75% SHORT TERM DISABILITY PLAN BOOKLET</b></p>
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## **Introduction**

This Benefit Plan Booklet describes your Cummins Inc. Short Term Disability Plan, also referred to as the "Cummins Standard Short Term Disability Plan", in effect as of May 1, 2012. This Booklet serves as both "Plan Document", and the "Summary Plan Description", for the Cummins 75% Standard Short Term Disability Plan. Any prior Plan Booklet relating to Short Term Disability (STD) coverage for the employees' of Cummins Inc., in the Base Business who are members of the Office Committee Union cited herein is no longer in effect and is superseded by this plan. The Plan may be changed or canceled in the future.

Cummins Inc., as the Plan Administrator for this Short Term Disability Plan, has the authority to interpret the terms, conditions and provisions of this Plan. As of April 26, 2010 Cummins has retained Unum Group ("Unum") as its Claims Administrator for STD. This Plan is not in lieu of, and does not affect any requirement for coverage by Workers' Compensation Insurance and, at this time, is not certified as being provided in lieu of any government mandated temporary disability income benefits law.

Whenever a reference to "you" or "your" is made in this Plan Booklet, it means the covered Employee. Reference to "we," "us," or "our" means Cummins Inc., CBS, or their authorized agent for Claims Administration. Reference to "This Plan", means that part of the Cummins Inc. plan of employee benefits covering STD.

Whenever a reference to a dollar figure is made in this Plan Booklet, it is a gross U.S. dollar figure, before any state, federal or local tax or other deduction or adjustment is made. For example, the Maximum Weekly STD Benefit of \$1,500 under this plan is a gross U.S. dollar figure before any required deductions.

# Short Term Disability Plan

## I. Employee Eligibility and Coverage

### A. Eligible Employee

All Active, U.S.-hourly Cummins Base Business employees are eligible for coverage under this 75% Short Term Disability Plan effective on May 1, 2012 or later who are members of the Office Committee Union and are working at least 20 hours each week at Cummins or one of its divisions. (See Appendix A for details.)

This program does not cover retirees, employees on layoff, temporary, seasonal, contract employees, dependents or other non-employees.

### B. Eligibility Waiting Period

There is no eligibility waiting period for this program. This means if you are an active bargained hourly employee, you are covered by this plan on your first day of active work in an eligible position.

### C. Active Employee

You are an Active Employee if you:

1. Are a U.S.-Cummins Base Business employee who is a member of the Office Committee Union doing all the material duties of your occupation for at least twenty (20) hours per week on a regular basis at your usual place of business; or some other location that Cummins' business requires you to be;
2. Are based in the U.S.; and are on the U.S. payroll;
3. Are a citizen or legal resident of the United States; and
4. Are not a laid off employee, temporary, seasonal or contract employee, nor a retiree.

You will be deemed an Active Employee if:

1. You meet the above conditions; and
2. You are absent from work solely due to vacation days, holidays, scheduled days off or approved unpaid leave of absence not related to your sickness or Disability.

### D. Enrollment / Effective Date of Coverage

Enrollment in this plan is automatic for eligible, active employees. You will be covered on the later of the following dates:

1. The effective Date of this plan, May 4, 2016, or
2. The date your site adopts this plan, if after May 4, 2016, or
3. The date you meet the Active Employee requirements.

Employees will not lose coverage solely due to a change in Claims Administrator.

### E. Contributions

Your coverage under this Short Term Disability Plan is paid for by Cummins. The

company pays the Claims Administrator for claims management. Benefit checks are issued through Cummins' own payroll systems. Any other coverage (such as medical, dental, life) that you have for yourself and your eligible dependents at the start of STD will remain in effect during any approved claim period. If the coverage requires payroll contributions, those are deducted from your STD check, just as they are from your payroll checks. If there is not enough money to cover your deductions; you will be billed for your benefits on a monthly basis.

## **II. Short Term Disability Benefits**

### **A. Weekly Benefit**

All employees covered under this plan who are eligible and Disabled under this plan will receive 75% of the first \$2,000 of your Pre-Disability Earnings, reduced by Other Income Benefits you receive from other sources. Other Income Benefits are described under Section VI. Reduction of Benefits (see page 11).

When you are found to be Disabled under this plan, STD benefits begin to accrue on the date following the day you complete your Elimination Period. Payments will commence upon approval of disability benefits. Benefits are paid weekly in conjunction with the regular pay cycle for your worksite. Payment is based on the number of approved days for which you are deemed Disabled during each pay period.

### **B. Maximum Weekly Benefit**

The Maximum Weekly benefit payable under this plan is \$1,500.

### **C. Minimum Weekly Benefit**

The Minimum Weekly Benefit payable under this plan is \$25. This means that if your STD benefit would otherwise be less than \$25 because you are receiving Other Income Benefits which offset your STD to below \$25 per week, this plan will still pay the minimum of \$25 per week. However, the Minimum Benefit provision does not apply if you are in an Overpayment Situation (see page 18) or are receiving wages for hours worked at Cummins or elsewhere.

Once the Claims Administrator determines that you are Disabled, your weekly Benefits will not be affected by:

1. Termination of the Employer's Plan;
2. Termination of your coverage; or
3. Any plan change that is effective after the date you became Disabled.

### **D. Pre-disability Earnings**

Pre-disability Earnings means the amount of your gross wages from your Employer as of the day before your Disability began. This is calculated on a weekly basis. This may include contributions you make through a wage reduction agreement with your Employer to any of the following:

1. An Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
2. An executive nonqualified deferred compensation arrangement; and

3. Amounts contributed to your fringe benefits according to a wage reduction agreement under an IRC Section 125 plan;
4. Team pay and shift differential (are included in disability payments).

Pre-disability Earnings do not include:

1. Commissions, awards and bonuses;
2. Overtime pay;
3. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan; or
4. Any other compensation.

#### **E. Elimination Period**

Your Elimination Period (sometimes called a "benefit waiting period") begins on the day you become Disabled. It is a period of time during which no benefits are payable. You must be under the continuous care of a Physician during your Elimination Period. Here is the Elimination periods that applies to claims under this plan:

1. For Accidental Injury: two (2) consecutive work days of continuous Disability;
2. For Sickness and Pregnancy (unless hospitalized): two (2) consecutive work Days of continuous Disability;
3. For Admission to a Hospital or Outpatient Surgery: zero (0) work days if performed in a hospital or surgery center; two (2) Work days if performed in a Physician's office.

#### **F. When Benefits End (while you are receiving STD benefits)**

STD Benefits will end on the earliest of the following dates:

1. The end of the Maximum Benefit Duration (twenty-six (26) calendar weeks or one hundred eighty (180) calendar days;
2. The date you are no longer Disabled;
3. The date you fail to provide us with any of the information listed in Plan Highlights under Benefits Checklist;
4. The day you die;
5. The date you cease or refuse to participate in a recommended Rehabilitation Program;
6. The date you fail to attend a medical examination requested as described in Independent Medical Examinations section (see page 16);
7. The date you accept work with another employer or start self-employment for profit, unless that is part of either a rehabilitation program or a monitored return- to-work, approved in advance by the Claims Administrator;
8. The date you retire; or
9. The date your employment with the Company terminates.

Benefit payments will be extended to employees already Disabled whose claims have been approved based on the terms of the plan and the date of disability, until they reach one of the ending events listed above, even if the plan is terminated or switched to another Claims Administrator (see Extension of Benefits, page 12.)

### III. **Definition of Disability or Disabled**

Your STD Plan provides benefits if you are Totally Disabled or if you are Residually Disabled (you are Disabled but are working in a reduced capacity or transitional work schedule).

Total Disability or Totally Disabled means:

You are Disabled when, due to your sickness or injury:

1. You are unable to perform the Material and Substantial Duties of your Regular Occupation;
2. You are under the Regular Care of a Physician; and
3. You are not working in any occupation.

Residual Disability or Residually Disabled means:

You are disabled when, due to your sickness or injury:

1. You are limited from performing the Material and Substantial Duties of your Regular Occupation due to your sickness or injury;
2. You are under the Regular Care of a Physician; and
3. You have a 20% or more loss in weekly earnings due to that same sickness or injury.

Your loss of earnings must be a direct result of your sickness, pregnancy or injury. (This Plan does not cover occupational injuries or sicknesses.) Economic factors such as, but not limited to, recession, job obsolescence, pay cuts and job-sharing will not be considered in determining whether you meet the loss of earnings test.

For an employee whose occupation requires a license, "loss of license" for any reason does not, by itself, constitute Disability. Instead, the definition of Disability focuses on the employee's ability to earn an income.

Material and Substantial Duties means duties that:

1. Are normally required for the performance of your Regular Occupation; and
2. Cannot be reasonably omitted or modified, except that if you are required to work on average in excess of 40 hours per week, we will consider you able to perform that requirement if you are working or have the capacity to work 40 hours per week.

Regular Occupation means the occupation you are routinely performing when your disability begins. Unum 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.

Regular Care means:

1. 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
2. You are receiving the most Appropriate Care and Treatment condition(s).

Appropriate Care and Treatment means medical care and treatment that meet all of the following criteria:



1. Treatment that 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). Employees who have received 30 days of disability benefits and are not being treated by a specialist regarding their diagnosis may be required to seek treatment by a specialist in that field. Example: Mental Health needs to be treated by a Mental Health provider not a Primary Care Physician;
2. It is necessary to meet your basic health needs and is of demonstrable medical value;
3. It is consistent in type, frequency and duration of treatment with relevant guidelines of national medical, research and health care coverage organizations and governmental agencies;
4. It is consistent with the diagnosis of your condition; and
5. The purpose is to maximize your medical improvement.

You may be required to be examined by a physician, other medical practitioner and/or vocational expert as determined by Unum. This examination will be at no cost to you and can be required as often as it is reasonable to do so. Unum may also require you to be interviewed in person by a representative of their choosing.

Physician means:

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

#### **IV. Limitations and Exclusions**

##### **A. Exclusions**

This Plan does not cover any Disability which results from or is caused or contributed to by:

1. War, declared or undeclared, or any act of war;
2. Your active participation in a riot;
3. Intentionally self-inflicted injuries, while sane or insane;
4. A commission of a crime for which you have been convicted under state or federal law;
5. Your attempt to commit a crime;
6. Military service;
7. Your cosmetic or elective surgery; unless medically necessary;
8. An injury incurred during self-employment; or other employment outside of Cummins; or
9. An occupational sickness or injury.

This plan also does not cover any day of disability for which payment is made for

jury duty, emergency absence, or any other special pay.

Please study this Plan Booklet carefully for how STD benefits are reduced by the amount received from certain kinds of other income claims or incurred during self-employment; or other employment outside of Cummins.

## **V. Benefit Payments**

### **A. Weekly Benefits**

You will begin to receive weekly payments when your claim is approved, providing the elimination period has been met. After the elimination period, if you are Disabled for less than one week, you will receive 1/5<sup>th</sup> of your payment for each day of Disability.

### **B. Benefits Payable When You Are Disabled and Not Working**

Your benefit will be calculated using the following steps:

1. Multiply your weekly earnings by the weekly benefit percentage - 75%.
2. The maximum weekly benefit is \$1,500.
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 Other Income Benefits.
5. The amount figured in Item 4 is your weekly payment.

### **C. Benefits When You are Disabled and Working**

You will receive a 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. Your benefit will be calculated using the following steps:

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.
4. This is the amount you will receive each week.

Weekly Benefit payments will cease on the date you refuse to participate in a Mandatory Rehabilitation Program in which Unum determines you are able to participate.

### **D. Mandatory Rehabilitation**

If a claimant under this program is:

1. Found to be an appropriate candidate for Rehabilitation, and
2. An appropriate program is identified, and
3. The claimant is referred to that program,

Then, the claimant must participate in that program in order to keep receiving

benefits under this program. This is known as "Mandatory Rehabilitation".

If a claimant is an appropriate candidate for Rehabilitation, and an appropriate program is identified and the program is offered to that claimant, and Cummins Inc. or another employer is willing to make the necessary accommodation for that claimant to work in the Rehabilitation program recommended by Unum, then failure of that claimant to cooperate with the Rehabilitation program will result in the end of benefit payments to that claimant. An attempt to participate in the approved Rehabilitation program that ends in the claimant being found medically unable to perform the program will not serve to end benefits.

The Rehabilitation Program approved by Unum for purposes of this mandatory rehabilitation provision is based on the employee's medical status as determined in consultation with his/her attending physician and is consistent with this Plan Booklet's Definition of Disability.

## **VI. Reduction of Benefits - Other Income Benefits**

### **A. Your Weekly Benefit is reduced by Other Income Benefits:**

As listed in this section, the Weekly Benefit payable to you:

1. Will not be less than the \$25 Minimum Weekly Benefit (except in the case of an Overpayment or while receiving work earnings);
2. Will not be reduced by any reasonable attorney fees included in any award or settlement you receive; and
3. Will not be reduced by the amount of your or your dependents' income from any sources other than those in the List of Sources of Other Income Benefits.

### **B. List of Sources of Other Income Benefits:**

1. Group Insurance Policies - At the time this program is being adopted May 1, 2012, Cummins Inc. and its subsidiaries and affiliates do not maintain any group insurance policies that provide for income that would be considered "other income benefits" under this program.
2. Other Programs or Plans - including:
  - a. a compulsory benefit program of any government which provides payment for loss of time from your job because of your Disability;
  - b. any other group disability income plan, fund or other arrangement, no matter what called, if the Employer contributes toward it or makes payroll deductions for it; and
  - c. sick pay or other wages, other than vacation pay, paid to you by the Employer.
3. Occupational Disease Laws or a Similar Law.
4. Maritime Maintenance & Cure.
5. Unemployment Insurance Law or Program.

### **C. Exceptions to Other Income Benefits**

Other Income Benefits under this STD program will not include the following (see also the detailed discussion above for items excluded):

1. Group credit or mortgage disability insurance benefits;
2. Early retirement benefits not taken into constructive receipt;
3. Individual insurance policies; or
4. Third party recoveries such as from lawsuits. (Note that this IS an offset under Long Term Disability).

## **VII. Temporary Recovery**

Once benefits become payable under This Plan, you may temporarily Recover from your Disability and return to work. If you have not exhausted your maximum STD period, the later of twenty-six (26) calendar weeks or one hundred eighty (180) calendar days, and you become Disabled again due to the same or related condition less than thirty (30) calendar days after your return to work, you may go back out on STD under the same claim for up to the remainder of the later of twenty-six (26) calendar weeks or one hundred eighty (180) calendar day maximum period with no new Elimination Period.

Once you have satisfied your Elimination Period at the beginning of your STD claim, a period of Temporary Recovery is defined as your return to work for less than thirty (30) calendar days for each period of Temporary Recovery.

During the Temporary Recovery you will not qualify for any change in coverage caused by a change in any of the following:

1. The rate of earnings used to determine your Pre-disability Earnings; or
2. The terms, provisions or conditions shown in your Plan Booklet of Insurance.

If your recovery lasts longer than the Temporary Recovery period of thirty (30) calendar days, and you become Disabled again due to the same or a related condition, you will have to begin a new Elimination Period, but you would also have a new potential maximum of twenty-six (26) calendar weeks or one hundred eighty (180) calendar days of STD.

If you return to work from STD and become Disabled again from a separate, distinct and unrelated condition, you would have a new Elimination Period and a new potential maximum of twenty-six (26) calendar weeks or one hundred eighty (180) calendar days of STD.

## **VIII. Concurrent Disability**

If a new Disabling condition occurs while Weekly Benefits are payable for an existing STD claim under this plan, it will be treated as part of the same period of Disability. Weekly Benefits will continue while you remain Disabled. They will be subject to both of the following:

1. The Maximum Benefit Duration twenty-six (26) calendar weeks or one hundred eighty (180) calendar days; and
2. Limitations and Exclusions that apply to the new cause of Disability.

## **IX. Extension of Benefits**

### **A. This provision applies if your coverage ceases while you are Disabled**

During your Elimination Period your coverage will continue while you are continuously Disabled until the end of your Elimination Period. STD Benefits will begin at the end of your Elimination Period. Your coverage will continue in either of the following situations:

1. This Plan terminates; or
2. You cease to be an Eligible Employee but required payments are made to us.

Benefits are payable if your Disability began while coverage was in force and continues without interruption after termination.

Benefit payments will continue to employees based on the terms of the plan and the date of Disability, even if the plan is terminated or switched to another carrier.

Extension of benefits beyond the period coverage was in force is limited to the Maximum Benefit Duration. Extension of Benefits is subject to all of the following:

1. Your Elimination Period;
2. All other applicable provisions of This Plan.

## **X. Termination of Coverage**

### **A. This provision applies to you if you are not receiving Disability benefits:**

You will cease to be covered under this Short Term Disability Plan on the earliest of the following dates:

1. The date This Plan terminates;
2. The date you cease to be an Eligible Employee;
3. The date you are laid off, unless you are already Disabled and approved for benefits, in which case, you will receive benefits as long as you otherwise qualify (Any layoff will take effect after you recover or exhaust benefits or otherwise cease to qualify);
4. The date you go on strike; or
5. The date you go on an unpaid approved leave of absence.

### **B. Approved Leave of Absence**

Your coverage may continue during an approved leave of absence. Coverage may continue until the earliest of:

1. The date your approved leave ends; or
2. The last day of the month following the date your leave of absence begins.

In the event your Leave of Absence qualifies under the Family and Medical Leave Act (FMLA) of 1993, your coverage under this plan will be effective while you are on FMLA Leave, up to twelve (12) calendar weeks from the last day worked.

### **C. Reinstatement of Coverage**

If your coverage ends because you cease to be an Eligible Employee, and if you become an Eligible Employee again, your coverage will begin on your first day of active work.

## **XI. Claims**

### **A. Notice of Disability**

In order to receive benefits under this Short Term Disability Plan, you must:

1. Register your STD Claim with Unum by calling their toll-free intake telephone center at 1-866-229-4885. Unum's intake counselor will collect your personal and claim information, including contact information for your treating Physician. Cummins encourages you to call as soon as you and your Physician think you may need to be absent from work for two (2) work days or more. If you are medically unable to make a timely claim report, a family member, a personal representative, your supervisor or HR may make the initial call to Unum.

Unum will set up your claim in their system and provide you with a claim number. Within the next two (2) days, a Unum claim manager will be assigned to your claim and will contact your Physician to obtain medical proof of your Disability.

This is done as a courtesy to you. To expedite your claim, be sure that your Physician has on file an Authorization to Release Medical Information, signed by you, to allow him or her to discuss your claim with Unum. Sample Authorization forms are available from the Cummins Business Services (CBS) or your Physician may have his or her own preferred form.

2. You must also comply with the rules for reporting initial and continuing absence at your plant or other worksite. To verify those rules, check with your Supervisor, Manager or HR Leader. Notify us of your Disability as soon as you are able.

### **B. Proof of Disability**

As noted above, Unum will attempt to obtain the required medical proof of your Disability directly from your Physician, but ultimately, *you are responsible that the medical information is provided to Unum* so that they may consider your claim for STD benefits. Payment of STD Benefits cannot begin until your claim and supporting information is received and approved by the Claims Administrator, Unum.

Documented proof of your Disability must be received by Unum within forty-five (45) days after the end of your Elimination Period or your claim will be closed. Proof of Disability includes, but is not limited to the following pieces of information as confirmed by a medical professional who has examined you:

1. The date your Disability started;
2. The cause of your Disability;
3. The prognosis of your Disability; and
4. Proof that you are under the appropriate care and treatment of a Physician.

You will be required to provide a signed authorization for Unum to obtain and release medical and financial information, and any other items their case

managers may reasonably require in support of your Disability, including but not limited to:

1. Proof of continuing Disability, as confirmed by a medical professional who has examined you;
2. Proof you have applied, or are not eligible for Other Income Benefits. If you do not provide proof you have applied for Other Income Benefits, Unum as Claims Administrator may reduce your weekly benefit. The reduction will be based on Unum's educated estimate of what you would be eligible to receive through proper and timely pursuit.

If you have not provided sufficient authorization directly to your Physician to allow him or her to provide Unum with proof of your Disability, Unum will contact you and provide you with an Authorization to Release Medical Information form to sign.

No benefits are payable for claims submitted more than three (3) months after the date of Disability. However, you can request that benefits be paid for late claims if you submit a written appeal and can show that:

1. It was not reasonably possible to give written proof of Disability during the three (3) month period; and
2. Proof of Disability satisfactory was given to us and to Unum as soon as was reasonably possible. Insufficient information may result in a claim denial. If you do not provide satisfactory documentation within forty five (45) days after the date it is requested, your claim may be closed or denied.

### **C. Method of Payment**

When Unum determines you are Disabled:

1. Benefits are paid through Cummins Inc. payroll system.
2. Benefits will be paid to you. However, benefits unpaid at your death will be paid to;
  - a. your spouse, if living, otherwise;
  - b. your children, if living, divided equally;
  - c. your estate. If benefits are payable to your estate, Unum may pay up to \$1,500 to someone related to you by blood or by marriage whom Unum deems entitled to this amount. Unum will be discharged to the extent of any payment made in good faith; and
3. Benefits due for a period of less than a week will be paid at a daily rate of 1/5<sup>th</sup> of the Weekly Benefit payable, for each day of work you are unable to perform. (Note that the calculation may be pro-rata adjusted if you regularly work other than a traditional five (5) day, forty (40) hour workweek.)

### **D. Approval and Denial Claims and Requests for Additional Approved Time**

You will be notified as quickly as possible, but within a reasonable period, that your claim has been approved or denied. Unum will supply Cummins with a report each week of claims and their approval status, and will send each claimant a letter with the results of the approval process and, if approved, the dates of absence that will be covered by that approval. If you find you need additional time off for your Disability beyond your approval date, you must contact Unum (by calling your

Disability Claims Specialist or the toll-free intake telephone center at 1-866-229-4885) and advise Unum of your need for an extension. You must also have your Physician submit additional medical information to support your request for additional approved Disability leave.

If your claim is denied or your request for additional approval time is denied, you have the right to file an appeal with Unum.

#### **E. Right to Recover Overpayments**

We have the right to recover from you any amount that we determine to be an Overpayment. You have the obligation to refund to us any such amount. An Overpayment occurs when we determine that the total amount paid by us on your claim is more than the total of the benefits due under This Plan. This includes any Overpayments resulting from:

1. Retroactive awards received from sources shown in the List of Other Income Benefits;
2. Fraud; or
3. Any error we make in processing your claim.

The Overpayment equals the amount we paid in excess of the amount we should have paid under This Plan. In the case of a recovery from a source other than This Plan, our Overpayment recovery will not be more than the amount of the recovery. You have the right to appeal any Overpayment recovery.

We may at our option, recover the Overpayment by:

1. Reducing or offsetting against any future benefits payable to you or your survivors;
2. Stopping future benefit payments (including Minimum Benefits) which would otherwise be due under This Plan. Payments may continue when the Overpayment has been recovered; or
3. Demanding an immediate refund of the Overpayment from you.

#### **F. Legal Actions**

No legal action of any kind may be filed against us:

1. Within the sixty (60) days after proof of Disability has been given; or
2. More than three (3) years after proof of Disability must be filed. This will not apply if the law in the area where you live allows a longer period of time to file proof of Disability.

#### **G. Independent Medical Examinations**

The Plan has the right to have you examined at reasonable intervals by medical specialists of our choice. The examination will be at the Company's expense. If an employee has been on STD four (4) weeks or longer and is not under the care of a specialist, the Company has the right to require an independent medical examination by a licensed specialist for that specific medical condition. Failure to attend a medical examination or cooperate with the medical examiner may be cause for denial or suspension of your benefits.



**H. Assignment**

You may not assign your benefits. This means that you may not give or transfer any benefit to which you may become entitled under this plan to anyone other person or organization.

**I. Holiday Pay**

All holidays are paid at 100%. This includes but is not limited to; all recognized Cummins holidays as well as, the Holiday Shut Down period.

**J. Medical, Dental and Life Insurance Premiums**

Benefit contributions will not accrue. Premiums will be deducted from your STD check just as your regular check. If you do not have enough funds to cover your premiums, you will be billed on a monthly basis to continue these benefits. You are responsible for making all required premium contributions your benefits will continue only as long as premium contributions are paid.

## **Other Important Definitions**

### **Claims Administrator**

The Claims Administrator for STD is Unum Group (“Unum”). The Claims Administrator is responsible to review claim applications, approve or deny claims, review and approve or deny appeals, manage claims and advise Cummins, among other duties.

### **Overpayment (Overpayment Situation)**

An Overpayment occurs when we determine that the total amount paid by us on your claim is more than the total of the benefits due under This Plan. This includes any Overpayments resulting from;

1. Retroactive awards received from sources shown in the List of Other Income Benefits;
2. Fraud; or
3. Any error we make in processing your claim.

The Overpayment equals the amount we paid in excess of the amount we should have paid under This Plan. In the case of a recovery from a source other than This Plan, our Overpayment recovery will not be more than the amount of the recovery. You have the right to appeal any Overpayment recovery.

An Overpayment also occurs when payment is made by us that should have been made under another group plan. In that case, we may recover the payment from one or more of the following:

1. Any other insurance company;
2. Any other organization; or
3. Any person to or for whom payment was made.

### **Elimination Period (Benefits Waiting Period)**

Your Elimination Period begins on the day you become Disabled. It is a period of time during which no benefits are payable. Your Elimination Period is shown in the Plan

Highlights (page 8). You must be under the continuous care of a Physician during your Elimination Period.

### **Claimant(s)**

This term refers to employees covered by this plan who make a claim for STD benefits.

### **Rehabilitation**

A claimant may be a candidate for rehabilitation. Under this plan a "Rehabilitation Program" means a return to active employment by you on either a part-time or full-time basis in an attempt to enable you to resume gainful employment or service in an occupation for which you are reasonably qualified, taking into account your training, education, experience and past earnings; or participating in vocational training or physical therapy. This must be deemed by Cummins and Unum rehabilitation consultants to be appropriate.

### **Offset for Other Income Benefits / Exceptions to Other Income Benefits**

Under this plan, certain types of income you may receive from other sources will serve to reduce or "offset" your payments under this plan. Please see the section on reduction of benefits for other income.

Other Income Benefits will not include the following:

1. Group credit or mortgage disability insurance benefits;
2. Early retirement benefits not taken into constructive receipt; or
3. Individual insurance policies.

### **Contributions**

Contributions are the amounts that employees pay through payroll deduction as their share of the cost of coverage under one of Cummins benefits plans. This Short Term Disability Plan does not require an employee contribution, as this plan is funded by Cummins Inc. There may be contributions required for other types of employee benefits for which an employee has elected coverage.

### **Long Term Disability**

Cummins provides a Long Term Disability benefit plan for employees covered under this Short Term Disability Plan. Long Term Disability benefits are for employees who continue to be unable to work past the later of twenty-six (26) calendar weeks or one hundred one hundred eighty (180) calendar day maximum duration of STD. Long Term Disability is designed to replace part of an employee's income and serve as a bridge to life-time benefits from Social Security or other sources. If you appear to be a candidate for Long Term Disability while you are receiving STD benefits, Unum will contact you and help you through the application process. Please see your Long Term Disability Plan booklet for more information or Call CBS.

## Plan Administration Information

### NAME OF THE PLAN

Cummins Inc. Standard 75% Short Term Disability Plan

### NAME AND ADDRESS OF PLAN SPONSOR AND PLAN ADMINISTRATOR

Cummins Inc.  
Attn: Short Term Disability Plan  
500 Jackson Street  
Columbus, IN 47201  
1-877-377-4357

### NAME AND ADDRESS OF CLAIMS ADMINISTRATOR

Unum Group ("Unum")  
1-866-229-4885

### TYPE OF PLAN

Short Term Disability

### TYPE OF ADMINISTRATION

The above listed benefits are self-funded by the Employer/Plan Sponsor, Cummins Inc., who has hired a third-party administrator, Unum Group ("Unum"), to administer claims for these benefits. Payments are issued by Cummins Inc. through its payroll system, based on Advice to Pay of the Administrator.

### ELIGIBILITY FOR BENEFITS

This Short Term Disability Plan Booklet describes eligibility requirements for coverage under this Plan.

### PLAN TERMINATION OR CHANGES

Cummins Inc. reserves the right to change or terminate the Plan at any time. Therefore, there is no guarantee that you will be eligible for the benefits described herein for the duration of your employment.

Employee consent is not required to terminate, modify, amend or change the Plan. In the event your coverage ends in accord with the "Termination of Coverage" provision of this Plan Booklet, you may still be eligible to receive benefits. The circumstances under which benefits are available are described in the Plan Booklet.

### CONTRIBUTIONS

This is a self-funded Short Term Disability Plan where all administrative and benefits costs of the Plan are borne by the Employer/Plan Sponsor/Plan Administrator, Cummins Inc. There are no employee contributions for Short Term Disability coverage.

### PLAN YEAR

The Plan's fiscal records are kept on a Plan year basis beginning each January 1 and ending on December 31.

## CLAIMS INFORMATION

### Claim Submission

For claims for STD benefits, the claimant (or his or her authorized representative) must call the Claims Administrator, Unum, and register his or her claim in a timely manner. If Unum needs additional information, the claimant must comply with their requests for completed claim forms, other information or appropriate proof as requested by Unum and as discussed in the "Claims" section of this Plan Booklet.

### Initial Determination

After you submit a claim for disability benefits to Unum, Unum will review your claim and notify you of its decision to approve or deny your claim. Such notification will be provided to you within a reasonable period, not to exceed forty-five (45) days from the date you submitted your claim; except for situations requiring an extension of time because of matters beyond the control of the Plan, in which case Unum may have up to two (2) additional extensions of thirty (30) days each to provide you such notification. If Unum needs an extension, it will notify you prior to the expiration of the initial forty-five (45) day period (or prior to the expiration of the first thirty (30) day extension period if a second thirty (30) day extension period is needed), state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information or filed an incomplete claim, the time from the date of Unum's notice requesting further information and an extension until Unum receives the requested information does not count toward the time period Unum is allowed to notify you as to its claim decision. You will have forty-five (45) days from the date you receive the extension notice from Unum requesting further information to provide the requested information.

If Unum denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because Unum did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. Further, if an internal rule, protocol, guideline or other criteria was relied upon in making the denial, the claims decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge.

### Appealing the Initial Determination

If Unum denies your claim, you may appeal the decision. Upon your written request, Unum will provide you free of charge with copies of documents, records and other information relevant to your claim. You must submit your appeal to Unum at the address indicated on the claim form within one hundred and eighty (180) days of receiving Unum's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee.
- Name of the Plan.
- Reference to the initial decision.

- An explanation of why you are appealing the initial determination.

As part of your appeal, you may submit any written comments, documents, records or other information relating to your claim.

After Unum receives your written request appealing the initial determination, Unum will conduct a full and fair review of your claim. Deference will not be given to the initial denial, and Unum's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that you submit relating to your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review your appeal will not be the same person as the person who made the initial decision to deny your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny your claim. If the initial denial is based in whole or in part on a medical judgment, Unum will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

Unum will notify you in writing of its final decision within a reasonable period of time, but no later than forty-five (45) days after Unum's receipt of your written request for review, except that, under special circumstances may have up to an additional forty-five (45) days to provide written notification of the final decision. If such an extension is required, Unum will notify you prior to the expiration of the initial forty-five (45) day period, state the reason(s) why such an extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information, the time period from Unum's notice to you of the need for an extension to when Unum receives the requested information do not count toward the time Unum is allowed to notify you of its final decision. You will have forty-five (45) days from the date you receive the notice from Unum to provide the requested information.

If Unum denies the claim on appeal, Unum will send you a final written decision that states the reason(s) why the claim you appealed is being denied and references any specific Plan provision(s) on which the denial is based. If an internal rule, protocol, guideline or other criterion was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge. Upon written request, Unum will provide you free of charge with copies of documents, records and other information relevant to your claim.

### **Routine Questions**

If there is any question about a claim payment, an explanation may be requested from Cummins Business Services Center in Nashville, Tennessee, who is usually able to provide all necessary information.

### **Assistance with Your Questions**

If you have any questions about your Short Term Disability Plan, you should contact the Claim Administrator, Unum or the Cummins Business Services Center.

## **FUTURE OF THE PLAN**

It is the current intention of Cummins Inc. to continue to provide this Short Term Disability Plan to eligible employees indefinitely, but Cummins Inc. reserves the right to change or terminate the Plan in the future. The Cummins Board of Directors, the Cummins Policy Committee and/or the Executive Director of Compensation and Benefits are empowered to amend or terminate this Plan or any benefit under this Plan at any time. If such action is taken, reasonable efforts will be made to notify affected employees.

### **Foreign Language Assistance**

(Spanish)

Este folleto contiene un resumen en ingles de los derechos y beneticios de su Plan. En caso de tener alguna dificultad en entender cualquier parte de este folleto, comuniquese con, "Cummins Business Services" (CBS).

(English)

This booklet contains a summary in English of your rights and benefits under this Plan. If you have difficulty understanding any part of this booklet, contact the "Cummins Business Services" (CBS) Service Center.

Appendix A

**DESCRIPTION AND LISTING OF CUMMINS INC. EMPLOYEE  
GROUPS COVERED BY THIS PLAN**

The following Cummins Inc. employee groups are covered by this 75% Standard Short Term Disability Plan, effective May 4, 2016 through May 2, 2021 except where otherwise noted:

OCU Base Business Employees, Employed & Paid by Cummins Inc., Branch Code 0001 and Branch Code 2001