



Cummins Inc.

CUMMINS SHORT TERM DISABILITY PLAN

Plan Document and Summary Plan Description for the
Cummins Inc. Short Term Disability Plan

Cummins Inc.
Short Term Disability Plan
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Cummins Inc. Short Term Disability Plan Booklet

Introduction

This Plan Booklet describes your Cummins Inc. Short Term Disability Benefit Plan. This Plan has been continuously in effect since before September 1987. This document is a restatement of the Cummins Inc. Salary Continuation plan for exempt and eligible non-exempt employees. The predecessor of the Salary Continuation Plan was the Cummins Inc. "Exempt Employee Sickness and Accident Reporting and Return," policy PERS-25 and procedure, PERS-25-1. This Booklet serves as both the "Plan Document," and "Summary Plan Description," for the Cummins Short Term Disability Plan. This Plan may be changed or canceled in the future.

Cummins Inc., its business units and its authorized, contracted agents for Disability and Absence Plan Administration, have the authority to interpret the terms, conditions and provisions of this Plan. As of the date of this restatement, January 1, 2022, the Unum Group ("Unum") acts as the Plan Administrator for Cummins Inc., for Short Term Disability claims. This Short Term Disability Plan is not in lieu of, and does not replace, any requirement for coverage under a Workers' Compensation or Occupational Injury or Disease law.

When 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 Plan Administration. Reference to "This Plan," means that part of the Cummins Inc. plan of employee benefits covering income replacement for disability.

Whenever a reference to a dollar figure is made in this Plan Booklet, it is a gross United States dollar figure, before any state, federal, or local tax, other deduction, or adjustment is made.

Eligibility

All regular, active employees of Cummins Inc. who are in a benefits-eligible position, who regularly work at least 20 hours per week. This Plan does not cover other Cummins, Inc. subsidiaries or affiliates, temporaries, retirees, seasonal or contract employees, dependents, or other non-employees. It also does not include employees covered by a collective bargaining agreement unless they have negotiated for this specific plan.

Enrollment / Effective Date of Coverage

All eligible, active employees are automatically enrolled for this coverage on the latter of the effective date of this Plan restatement or their first day actively at work. Employees covered under the previous Short Term Disability Plan are automatically covered under this Plan on January 1, 2022, the date of the plan restatement. There is no "eligibility

waiting period,” nor any “pre-existing condition” waiting period or exclusion under this Plan.

Coverage Levels, Contributions and Funding

All employees covered under this Short Term Disability Plan have the same coverage levels and maximum duration of benefits. There is no employee contributory option available under this Plan. Cummins Inc. and its participating business units, subsidiaries and affiliates fund this Plan for employees. There is no contract of insurance applicable to this Short Term Disability Plan.

The Benefits

What is the Benefit?

This Short Term Disability Plan provides for any covered employee who becomes Disabled (as defined in the **Definition of Disability** section below) to receive income replacement at the rate of 100% of Pre-Disability Earnings for a maximum of 13 calendar weeks. If that employee is still unable to perform his or her essential duties for Cummins Inc. at the expiration of that 13 calendar weeks the Plan provides for income replacement at the rate of 75% of Pre-Disability Earnings for a maximum of an additional 13 calendar weeks. The total maximum benefit period is 26 calendar weeks, or the beginning of the employee’s Long Term Disability benefit period, whichever comes first.

When do benefits begin?

If you are found to be disabled under this Plan, benefits begin after the three-calendar day benefit elimination period is satisfied from the first day you are absent from work due to the illness or injury. Benefits are paid Weekly, Biweekly (every 2 weeks), or Semi-Monthly (2 times per month), in conjunction with the regular pay cycle for your worksite or employee group. Payments will equal 100% or 75% of your Pre-Disability Earnings for the period you were disabled, depending upon how long you have been absent from work on the program.

When do benefits end?

Once payments have begun under this Short Term Disability Plan, these benefits payments will end on the earliest of the following dates:

- The end of the Maximum Benefit Duration period (26 calendar weeks).
- The date benefits begin for you under the Long Term Disability program.
- The date you are found not to be Disabled.
- The date you fail to provide the Plan Administrator with information reasonably requested that substantiates your continued disability or work restrictions.
- The date of your death.
- The date you fail to attend a medical examination requested by and paid for by the Plan as described in Medical Examinations (page 10).
- The date you refuse to provide the Plan Administrator with information reasonably

requested regarding your possible receipt of any of the types of Other Income that are an offset to benefits under this Plan.

- The date your employment is terminated.
- 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 program, approved in advance by the Plan Administrator.
- The date you plan to retire.
- The date you provide the Plan Administrator with any false information or documentation regarding your condition, your other income status, or your working status.

Benefit payments will continue to 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 Plan Administrator.

Definition of Disability

“Disabled” or “Disability” means that, due to sickness, pregnancy or accidental injury, you satisfy the Plan Administrator that you:

- Are limited from performing the material and substantial duties of your **Own Occupation:**
- Are unable to earn more than 80% of your Pre-Disability Earnings at your Own Occupation for Cummins Inc. or for any employer in your Local Economy; and
- Are receiving Appropriate Care and treatment from a Doctor on a continuing basis.

Your loss of earnings must be a direct result of your sickness, pregnancy or injury. 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. (See, however, the discussion of Cummins’ Pilots in Appendix A).

“Appropriate Care and Treatment” means medical care and treatment that meet all of these criteria:

- It is received from a Doctor whose medical training and clinical experience are suitable for treating your disabling condition(s);
- It is necessary to meet your basic health needs and is of demonstrable medical value;
- 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;

- It is consistent with the diagnosis of your condition(s); and
- Its purpose is maximizing your medical improvement.

For Disabilities due to, arising out of, or relating to a mental illness: After 30 calendar days of Disability, you must be receiving Appropriate Care and Treatment from a licensed psychiatrist, psychologist, mental healthcare professional, or licensed social worker or counselor.

“Doctor” means a person who is legally licensed to practice medicine and is not related to you. A licensed medical practitioner will be considered a Doctor:

- If applicable state law requires that such practitioners be recognized for the purposes of certification of disability; and
- The care and treatment provided by the practitioner is within the scope of his or her license.

“Own Occupation” means the activity that you regularly perform and that serves as your source of income. It is not limited to the specific position you hold with Cummins Inc. or its affiliate or subsidiary. It may be a similar activity that could be performed at Cummins Inc. or any other employer.

“Local Economy” means the geographic area surrounding your place of residence which offers reasonable employment opportunities. It is an area within which it is reasonable for you to travel to secure employment. If you move from the place you resided on the date you became Disabled, we may look at both that former place of residence and your current place of residence to determine local economy. We consider only the local economy, not the national economy, to determine whether an employee meets this portion of the definition of “Disability.” Employees are not expected to move or travel an unreasonable distance in order to obtain employment.

Benefit Elimination or “Waiting” Period

The Benefit Elimination Period (sometimes called a “benefit waiting period”) begins on the day you become Disabled. It is usually a period of time during which no benefits are payable. You must be under the continuous care of a Doctor during your Benefit Elimination Period.

Under this Short Term Disability Plan, the following Benefit Elimination Periods apply:

- For accidental injury, sickness, or treatment in a Doctor’s office: 3 Calendar Days of continuous Disability.
- Inpatient hospitalization/pregnancy or outpatient hospital or surgery center: 0 Calendar Days of continuous Disability.

Restrictions, Exclusions and Offsets

Exclusions

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

- War, declared or undeclared, insurrection or rebellion;
- Active participation in a riot;
- Participation by the employee in committing a felony for which the employee is convicted under state or federal law;
- Cosmetic surgery or Elective surgery, unless it is medically necessary, except for complications arising from the surgery or surgery made necessary by accidental injury or illness while covered by the Short-Term Disability Program;
- Intentionally self-inflicted injuries, including a disability or injury that results from the use of hallucinogenic or narcotic drugs, except when legally prescribed by a Health Care Provider and taken in accordance with the Health Care Provider's instructions.

This is not an all-inclusive list of exclusions or limitations, and is subject to change, modification and revision by the Company at any time without notice.

Under this Short Term Disability Plan there is no exclusion or limitation for certain types of medical conditions as compared to others. There is not an exclusion or limitation based on how long you have been employed with Cummins Inc. There is not an exclusion or limitation for Disability resulting from an on-the-job injury. This Plan is designed to coordinate with Workers' Compensation.

However, please study this Plan Booklet carefully for how Short Term Disability benefits are reduced by the amount received from a Workers' Compensation claim or from certain kinds of Other Income. This plan coordinates with other plans such as Workers' Compensation, so that you do not collect a total of more than one times the maximum benefit available to you under the highest paying plan.

Also, if your employee group is eligible for Long Term Disability benefits, you should carefully study your Plan Booklet for Long Term Disability because that program does have other additional and important limitations and exclusions.

Benefit Offsets

Your Short Term Disability benefit will be reduced by Other Income Benefits, as listed in this section. The gross Benefit payable to you will not be less than 100% or 75% of your Pre-Disability Earnings (as applicable for the time period), as reduced or offset only by income received by you or your dependents from the sources shown below.

List of Sources of Other Income Benefits

- Work earnings – if you return to work at Cummins either full-time or part-time

as part of your recovery or rehabilitation, any pay due you for that work will replace your Short Term Disability benefit for the hours or days that you worked, based on a standard 40-hour work week.

- Other benefit plans or programs, including a compulsory benefit program of any government entity, that provide payment for loss of time from your job because of your disability – such as U.S. Social Security Disability.
- Any other group disability income plan, fund or other arrangement, no matter what called, if Cummins or another employer contributes toward it or makes payroll deductions for it.
- Any sick pay or other salary continuation or vacation pay, paid to you by Cummins or another employer on account of these particular absence days.
- Maritime Maintenance & Cure.
- Unemployment Insurance Law or Program.
- Workers' Compensation or Occupational Disease Laws or a Similar Law.

This is not an all-inclusive list of exclusions or limitations, and is subject to change, modification and revision by the Company at any time without notice.

Exceptions to Other Income Benefits

Other Income Benefits under this Short Term Disability program will not include the following:

- Group credit or mortgage disability insurance benefits;
- Early retirement benefits not actually or constructively received;
- Proceeds from an individual insurance policy; or
- Third party recoveries such as from lawsuits. (Note – third party recoveries ARE an offset under Long Term Disability, and may also create subrogation claims under the health plan)
- This is not an all-inclusive list of exclusions or limitations, and is subject to change, modification and revision by the Company at any time without notice.

Overpayment Situations - Right to Recover Overpayments

The Plan has the right to recover an Overpayment from an employee who is otherwise eligible to receive benefits. The covered employee has the obligation to refund to the Plan any such amount. An Overpayment occurs when the total amount paid to you under this Plan is more than the total 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 made in processing your claim.

The Overpayment equals the amount the Plan paid in excess of the amount that should have been paid under this Plan. You have the right to appeal any proposed Overpayment recovery.

An Overpayment may also occur when a payment is made by this Plan to you that should have been made to you from another group plan. For example, if this Plan pays you Short Term Disability benefits for a period for which you are later awarded Workers' Compensation Temporary Total Disability (TTD), this Plan will have overpaid you by the amount of TTD you receive for that same period. In such a case, this Plan may recover from one or more of the following:

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

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 which would otherwise be due under This Plan (payments may continue when the Overpayment has been recovered);
3. Payroll deductions from wages in accordance with applicable state law;
4. Demanding an immediate refund of the Overpayment from you; or
5. Placing a lien, if not prohibited by state law, in the amount of the overpayment on the proceeds of any other income.

Filing a Short Term Disability Claim

Notice of Short Term Disability

To receive Short Term Disability Benefits under this plan, you must:

1. Notify your Manager and line Human Resources of your absence and your estimated return to work date.
2. Contact Unum at 1- 866-229-4885 or www.unum.com/claims to report your Short Term Disability claim. If you expect your absence due to sickness or injury to exceed three consecutive calendar days, you must contact Unum to file a claim. Claims must be reported no earlier than 30 calendar days prior to any known absence, and no later than 30 calendar days after the initial date of absence. Claims reported outside of these timeframes will not be accepted.

Note: If a covered employee is medically unable to make a timely claim report, a family member, a personal representative, or the employee's HR Representative may make the initial call to Unum.

3. Consult a treating Doctor and obtain appropriate care and treatment for your sickness or accidental injury and contact Unum and file a Short Term Disability claim no later than the fourth calendar day of absence.

4. Obtain a release to return to work from a treating Doctor to present upon your return, **if** you will be returning to work on or after the fourth calendar day from your last day worked.
5. Continue to recertify your claim as needed by submitting updated medical documentation if you are unable to return to work; you will only be paid for approved days as listed in your approval letter from Unum.

Note: Completion and submission of this form will also serve as your application for Family and Medical Leave Act Leave due to your own serious health condition, if you are entitled to such leave. This is a convenience because you and your treating Doctor will not have to complete a separate FMLA Leave application form.

6. The authorization to release medical information that is part of the Short Term Disability Claim form has been carefully crafted to comply with the federal HIPAA Privacy rules and should be sufficient to enable your Doctor to provide information to Unum, as needed, to determine if you are disabled under this Plan, to what extent, for what period, and what opportunities there might be to assist you to return to work.

You or your treating Doctor will need to fax Unum a copy of your Attending Physician Statement form and attachments so that Unum's files on your claim are complete.

Continuing Proof of Disability / Documentation

Once you have been approved for continued Short Term Disability payments by Unum, you will be notified of the date that approval will expire. If you and your Doctor(s) do not believe you will be able to return to work on the next business day after your claim ends, you must:

1. Notify your assigned Unum Case Manager, and
2. Submit new or updated medical information to Unum to support your request for additional paid time off under this Plan, and
3. Notify your Manager and your HR Representative that you have applied for additional time off under this Plan.
4. If CBS receives your extended approval after your current pay period, you will be paid any approved days for that period on your next check.

Medical Examinations

Cummins Inc. and its Plan Administrator have the right to have you examined at reasonable intervals by licensed medical specialists of our choice. Such examinations will be at our expense. Failure to attend a medical examination or cooperate with the medical examiner may be cause for denial or suspension of your Short Term Disability benefits.

Payment of Claims

These benefits are paid through the Cummins Inc. payroll system. Short Term Disability benefits are subject to all otherwise required payroll deductions such as health plan, dental plan, and life insurance plan contributions, just as your regular wage or salary payments are. If a holiday occurs while on a short term disability leave, pay will continue at the applicable STD rate in lieu of holiday pay. A holiday occurring while on STD does not extend the STD leave period.

Tax Treatment of Short Term Disability Benefits

Short Term Disability benefits are also subject to all otherwise applicable taxes such as federal (and where applicable state and/or local) income tax, Medicare tax and Social Security tax.

Cummins Inc. understands that Short Term Disability payments under this plan are considered to be regular sick pay by the U.S. Internal Revenue Service and are thus taxed the same way as regular wages or salary for time worked. For more information, please consult the IRS at www.irs.gov, or refer to IRS Publication No. 505: Tax Withholding and Estimated Tax, under "Sick Pay," or call the IRS at 1-800-829-1040, or consult your own tax advisor.

Returning to Work

Recovery

When you are medically able to return to work, you will need a release to return to work from your Doctor. The release must declare you completely able to perform your Cummins Inc. job duties or define what work limitations or restrictions are being requested for you. Cummins Inc. reserves the right to have you examined and your release reviewed by a medical professional designated by the company, in order to be sure you may return to work safely, and to clarify any questions regarding work limitations or restrictions. This medical professional may contact your Doctor or Doctors to discuss the release and obtain such clarifications. If Cummins does not have suitable work for you due to your work limitations or restrictions, you will be referred to your Unum case manager for possible continuation of your claim.

Temporary Recovery, Relapse and Separate & Distinct Conditions

Once benefits become payable under this Short Term Disability plan, you may Temporarily Recover from your disabling condition and return to work. If, at the time of your return to work, you have **not** exhausted your maximum Short Term Disability 26-week benefit period **and** you become disabled again due to the same or a related condition within 30 calendar days or less of your return to work, you may go back on Short Term Disability on the same claim at the same benefit level you were receiving prior to your return, until the earliest of any of these dates or events:

- Recover from your illness or injury and are able to return to work in your

- regular job, or
- Exhaust the 26-week maximum Short Term Disability benefit, or
- Become approved for and begin to receive Long Term Disability benefits, or
- Otherwise cease to qualify for these benefits (see “When Benefits End,” page 4).

If you were to become disabled again **more** than 30 calendar days after returning to work, regardless of whether it was due to the same or a related condition, or an unrelated, separate and distinct condition, you would be eligible to file for a new period of Short Term Disability regardless of whether you had exhausted your prior claim period.

If you were to exhaust your Short Term Disability benefit period of 26 weeks and then return to work, and were to become disabled again due to the same or a related condition within 30 days, you would be placed on leave without pay while you applied for Long Term Disability. If you were accepted for Long Term Disability, your claim would proceed as described in the applicable Long Term Disability Plan booklet.

If you were to become disabled again after returning to work and it was due to a separate, distinct, and different condition, you would be eligible to file for a new period of Short Term Disability benefits, regardless of whether you had been back at work for 30 calendar days or more and regardless of whether you had exhausted your prior claim period.

When Coverage Ends

Termination of Coverage

This provision applies to you if you are not currently disabled and receiving benefits under this plan.

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 participate in a strike or any other work stoppage;
4. The date you are laid off, unless you are already disabled and approved for benefits under this Plan, 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 for benefits under this Plan.

Approved Leave of Absence

Cummins may agree to continue your coverage under this Plan during an approved leave of absence. Coverage may continue until the earliest of the following dates:

1. The date your approved leave ends and you fail to return to active employment;

2. The last day of the month following the month in which 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 12 calendar weeks from the last day worked.

Re-employment

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

Long Term Disability

Cummins provides a Long Term Disability benefit plan for all U.S. Citizen and U.S. resident employees covered under this Short Term Disability Plan. These insured Long Term Disability benefits are for employees who continue to be unable to work past the 26-week maximum duration of Short Term Disability. Long Term Disability is designed to replace part of an employee's income and serve as a bridge to lifetime benefits from U.S. Federal Social Security or other sources. If you appear to be a candidate for Long Term Disability benefits while you are receiving Short Term Disability 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 the CBS Service Center at 1-877-377-4357.

Definitions

Active Employee

You are an Active Employee if you:

- Are an Eligible Employee working for Cummins Inc. doing all the material duties of your occupation for at least 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;
- Are based in the U.S.;
- Are a citizen or legal resident of the United States; and
- Are not a, temporary, seasonal or contract employee, nor a retiree.

You will be deemed an Active Employee if:

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

Affiliate

(Eligible affiliate) A business concern owned in whole or in part, directly or indirectly, by another business.

Appeal

An inquiry for reconsideration of a denied claim. The Claims Administrator reviews the inquiry and decides if the claim's previous denial should be overturned. Claims under this plan can be appealed as described in the section on Appeals.

Family & Medical Leave Act (FMLA)

This federal law provides employees with 1 year of service with an employer who has over 50 employees with some job protection and limited benefits to take leave for up to 12 weeks if the employee is seriously ill or injured, for the birth, adoption or foster care placement of a child, to care for the child, or to care for a sick spouse, partner, child or parent.

At Cummins and its affiliates, FMLA Leave, if applicable, runs concurrently with all other paid and unpaid leave for which the employee is also eligible at the time.

Laid Off

A temporary or permanent cessation of employment of an employee, or a group of employees, due to a reduction in business demands, organizational restructuring, or other business-related reason.

Pre-Disability Earnings

"Pre-Disability Earnings" means the amount of your gross base salary or wages from Cummins Inc. or a subsidiary or affiliate, as of the day before your Disability began. This may include contributions you make through a salary reduction agreement with Cummins to any of the following:

- An Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
- An executive nonqualified deferred compensation arrangement; and
- Amounts contributed to your benefits according to a salary reduction agreement under an IRC Section 125 plan, such as for your medical or dental plan or to an FSA for health care or dependent care expenses.

STD benefits are payable based on an employee's Pre-Disability Earnings. Any change in pay (i.e., merit increase, market adjustment, promotion, etc.) during the period of time for which STD benefits are paid will be effective after the employee returns to active status and no retroactive pay or benefits will be due.

Pre-Disability Earnings do not include:

- Awards and bonuses;

- Commissions, unless you are a sales commissions eligible employee
- Overtime pay;
- Cummins' contributions on your behalf to any deferred compensation arrangement or pension plan, or to your Cummins-sponsored medical or dental plan; or
- Any other compensation.

Sales Commissions Eligible Employees:

Pre-Disability Earnings include income received from commissions but does not include renewal commissions, bonuses, overtime pay, shift differential or any other extra compensation, or income received from sources other than Cummins. For new hire employees with less than one year of employment, your annualized guarantee amount will be used to calculate covered earnings.

Commissions will be averaged for the lesser of:

- The 3-year calendar period of your employment with the Company just prior to the date disability begins; or
- The period of actual employment with the Company.

Social Security Benefits

Social Security is a U.S. federal program that, in addition to providing certain retirement benefits for workers, provides for certain disability benefits for the employee, for the spouse, and for qualifying dependent children if the employee becomes "disabled" as that term is defined under federal law and is approved for benefits by the Social Security Administration.

Workers' Compensation

Every U.S. state or commonwealth has a system of providing for the cost of medical care, lost wages due to disability and some system of settlement to employees who suffer job-related injuries or certain job-related illnesses and to dependents of those killed in the course of employment. The employer is generally required to pay or buy insurance to pay benefits as prescribed by law. Payments under a Workers' Compensation program that are payable to a claimant under this Plan, will serve to reduce or offset the benefit otherwise payable under this Plan for the time period in question.

Administrative Information

Name of the Plan

This is the Cummins Inc. Short Term Disability Plan.

Type of Plan

This is a self-funded sick pay plan administered by Cummins with assistance from Unum with benefits paid through the Cummins payroll system.

Contributions

Cummins funds this program through its payroll program as a sick pay plan.

Claim Submission

For claims for Short Term Disability benefits where the employee will be missing more than 3 business days of work, the claimant must call the Claims Administrator, Unum, and register his or her claim in a timely manner. The toll-free number is 1-866-229-4885. 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.

Initial Determination

After you submit a claim for Short Term Disability benefits to Unum, you will receive notice of the decision on your claim no later than 45 days after the claim is filed. This time period may be extended twice by 30 days if an extension is necessary due to matters beyond the control of the Plan and you are notified of the circumstances requiring the extension of time and the date by which a decision is expected. If an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days within which to provide the specified information. If you deliver the requested information within the time specified, any 30-day extension period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, your claim may be decided without that information. If your claim for benefits is wholly or partially denied, the notice of adverse benefit determination under the Plan will:

- State the specific reason(s) for the determination;
- Reference specific Plan provision(s) on which the determination is based;
- Describe additional material or information necessary to complete the claim and why such information is necessary;
- Describe Plan procedures and time limits for appealing the determination, and your right to obtain information about those procedures and the right to sue in federal court; and
- Disclose any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or state that such information will be provided free of charge upon request).

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Appealing the Initial Determination

If Unum denies your claim for Short Term Disability, 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 within 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.

A decision on review will be made not later than 45 days following receipt of the written request for review. If special circumstances require an extension of time for a decision on review, the review period may be extended by an additional 45 days (90 days in total). You will be notified in writing if an additional 45-day extension is needed.

If an extension is necessary due to your failure to submit the information necessary to decide the appeal, the notice of extension will specifically describe the required information and you will be afforded at least 45 days to provide the specified information. If you deliver the requested information within the time specified, the 45-day extension of the appeal review period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, your appeal may be decided without that information.

You will have the opportunity to submit written comments, documents, or other information in support of your appeal. You will have access to all relevant documents as defined by applicable U.S. Department of Labor regulations. The review of the adverse benefit determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The review will be made by a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. In the case of a claim denied on the grounds of a medical judgment, a health professional with appropriate training and experience will be consulted. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination or a subordinate. If the advice of a medical or vocational expert was obtained by the Plan in connection with the denial of your claim, you will be provided with the names of each such expert, regardless of whether the advice was relied upon.

A notice that your request on appeal is denied will contain the following information:

- The specific reason(s) for the determination;
- A reference to the specific Plan provision(s) on which the determination is based;
- A statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or a statement that such information will be provided free of charge upon request);

- A statement describing your right to bring a civil suit under federal law;
- The statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination; and
- The statement that "You or your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

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Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator.

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.

Foreign Language Assistance

(Español)

Este folleto contiene un resumen en inglés de los derechos y beneficios de su Plan. En caso de tener alguna dificultad en entender cualquier parte de este folleto, comuníquese 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.

Plan Contacts

Name and Address of Plan Sponsor

(Organization funding and offering the plan):

CUMMINS INC.

Attn: Short Term Disability Plan

500 Jackson Street

Columbus, IN 47201

1-812-377-5000

Name and Address of Plan Administrator

(Cummins eligibility, payroll, employee service center, routine benefits questions)

Cummins Inc.

c/o Cummins Business Service Center (CBS)

2931 Elm Hill Pike

Nashville, TN 37931

1-877-377-4357

Name and Address of Claims Administrator

(Agent for intake, approval and management of Short Term Disability and Insurer for Long Term Disability claims)

Unum Group ("Unum")

One Fountain Square

Chattanooga, TN 37402

1-866-229-4885

APPENDIX A: Cummins Pilots

This Short Term Disability Plan applies in all respects to those members of Cummins Inc. Aviation Department, including benefit levels, waiting period, exclusions, limitations and other terms and conditions except – the definition of Disability for a person specifically employed as an Airplane Pilot for Cummins Inc. is as follows:

Cummins Pilots Definition of Disability

“Disabled” or “Disability” for a Cummins Inc. Pilot means that, due to sickness, pregnancy or accidental injury, you satisfy the Plan Administrator you are:

1. Receiving Appropriate Care and Treatment from a Doctor on a continuing basis; and
2. Unable to pass FAA Class I physical, or unable to pass any additional physical test required by Cummins to fly Cummins corporate aircraft, and,
3. Cannot be offered suitable employment elsewhere within Cummins.

Cummins Inc. reserves the right to offer a Disabled Pilot employee medically appropriate alternative work at Cummins either in the context of an approved rehabilitation or transitional work program, or as an alternative to disability benefits.

“Appropriate Care and Treatment” means medical care and treatment that meet all of these criteria:

1. It is received from a Doctor whose medical training and clinical experience are suitable for treating your disabling condition(s);
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(s); and
5. Its purpose is maximizing your medical improvement.

“Doctor” means a person who is legally licensed to practice medicine and is not related to you. A licensed medical practitioner will be considered a Doctor:

1. If applicable state law requires that such practitioners be recognized for the purposes of certification of disability; and
2. The care and treatment provided by the practitioner is within the scope of his or her license.

“Own Occupation” means the activity that you regularly perform and that serves as your source of income. For Cummins Pilots, this means the ability to perform as a Cummins Inc. licensed Pilot, meeting Cummins performance and physical requirements for that position. Employees are not expected to move or travel an unreasonable distance in order to obtain employment.