

***Caterpillar Inc.***  
***Employee Assistance Program***  
***Summary Plan Description***

\* \* \*

Amended as of January 1, 2022

*This Summary Plan Description describes employee assistance benefits for certain active employees of Caterpillar Inc. and related companies. To determine if this Summary Plan Description applies to you, contact the Caterpillar HR Services Center - Americas (reference the Contact Information section).*

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# INTRODUCTION

## ABOUT THIS DOCUMENT

This document is a summary plan description (“SPD”), as required by ERISA that summarizes the features of the Caterpillar Inc. Employee Assistance Program (“the EAP”). The provisions of this SPD are generally effective January 1, 2022.

You are encouraged to read this SPD in its entirety. Some sections of the SPD may be related to other sections of the document, and need to be read together. You may not have all of the information you need by reading just one section. Keep your SPD and any attachments for your future reference.

When the words “you” and “your” are used in this SPD, they refer to people who are Participants as the term is defined in the *Definitions* section. You should call Caterpillar Global Employee Assistance Program or the Plan Administrator at the numbers included in the section entitled *Contact Information* if you have questions about the coverage available to you.

To help you understand your benefits, the SPD is divided into the following sections:

- *Employee Assistance Program* – This section describes the eligibility requirements and employee assistance benefits available to Eligible Persons under the EAP.
- *General Administration* – This section describes (i) how to file a claim (if applicable) and the appeals process under the EAP; (ii) the legal provisions applicable to the EAP, and (iii) contact information for the EAP, including contact information for the Plan Administrator and EAP Vendor.
- *Definitions* – Certain capitalized words have special meanings. These words are defined in the *Definitions* section at the end of this SPD. Refer to the *Definitions* section as you read this document to have a clearer understanding of this SPD.

## OFFICIAL PLAN DOCUMENT OVERVIEW

This SPD is based on the official plan document for the EAP. Every effort has been made to give you the correct and complete information about your benefits. However, if this SPD inadvertently says anything that grants greater rights or benefits to Participants than the plan document, then such plan document shall govern. You may obtain a copy of the plan document from the Plan Administrator. See the section entitled *Contact Information* for the full name and address of the Plan Administrator.

This SPD is not a contract, and is not a guarantee of your benefits. It does not vest any benefits under the EAP. The Company has reserved the sole discretionary right to amend or terminate, in whole or in part and for any reason, the EAP at any time and for any reason. Any resulting change may affect your benefits or the benefits of your Family Members.

## GRANDFATHERED STATUS

This group health plan believes this plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Plan Administrator at 1-309-675-1000. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). This website has a table summarizing which protections do and do not apply to grandfathered health plans.

# **EMPLOYEE ASSISTANCE PROGRAM**

## **(“EAP”)**

### **ELIGIBILITY AND PARTICIPATION**

#### ***EAP Eligibility***

You are eligible to participate in the EAP if you are actively employed by the Company (or a Participating Company) on a regular, full-time or part-time basis in the U.S. and you are a member of a group of employees to whom the EAP is made available by designation of the Company. International Service Employees are not eligible to participate in the EAP. Your Family Members are eligible to participate in the EAP if you are also eligible to participate in the EAP.

If you are eligible to participate in the EAP, you become a Participant in the EAP on your first day of employment with the Company. You are not required to submit an application or other election form to become a Participant in the EAP. Your Family Members become Participants in the EAP on the date that they become covered under a group health plan, sponsored by the Company or a Participating Company, for which they are eligible.

The Company pays the entire cost of the EAP. No premium or other contribution is required to be made by you or by your Enrolled Family Members. However, if you (and/or your Enrolled Family Members) elect to continue coverage under COBRA, the Company may charge you the full cost, plus an administrative fee (see the section entitled *Continuation of Benefits (COBRA)*).

#### ***How Long Participation Continues***

Generally, your and your Enrolled Family Members' participation in the EAP terminates the date that your employment with the Company and all Participating Companies terminates. If your Spouse's or Same-Sex Domestic Partner's participation was not terminated earlier due to your termination of employment, your Spouse's or Same-Sex Domestic Partner's participation will terminate following the earlier of the date that you and your Spouse divorce, you and your Same-Sex Domestic Partner legally dissolve your relationship, or you die. If your Dependent Child's participation was not terminated earlier due to your termination of employment, your Dependent Child's participation in the EAP will terminate following the earlier of the date you die or the date your child is no longer your

dependent under the terms of the group health plan in which you are eligible to participate. If your Family Members participate in the EAP because they are eligible to participate in the group health plan for which you are eligible, such Family Members' coverage under the EAP will terminate following the earlier of the date you die or the date they are no longer eligible for coverage under the group health plan for which you are eligible.

You or your Enrolled Family Members may elect COBRA continuation coverage as described in the *Continuation of Benefits (COBRA)* section of this SPD.

#### ***EAP Benefits During Leaves of Absence***

If you are on a leave of absence (*i.e.*, a period of absence from work that is approved by the Company or a Participating Company) during which you remain covered under a group health plan of the Company or a Participating Company, or would remain covered if you had previously enrolled in a group health plan, you and your Enrolled Family Members will remain covered by the EAP and eligible for EAP benefits.

If you are on a leave of absence that causes you to lose coverage under the group health plan of a Company or a Participating Company, or would cause you to lose coverage if you had previously enrolled in such coverage, you and your Enrolled Family Members will remain covered by the EAP until the end of the month in which the leave of absence begins. After this period, you and your Enrolled Family Members will remain covered only if you elect or your Family Members elect and pay for COBRA continuation coverage (see the section entitled *Continuation of Benefits (COBRA)*).

### **OVERVIEW OF EAP**

The EAP provides you and your Enrolled Family Members with professional assistance in solving personal issues, including information, assessment, counseling services and referrals performed by appropriately credentialed professionals hired by, retained under network and/or individual contracted by the Company. The EAP services may not be available in all locations where Employees live and work. To the extent that services are not available in your location, the Company does not guarantee your participation in, or benefit availability under, the EAP. For

a list of network providers, contact the Plan Administrator (see the *Contact Information* section).

## **COVERED EAP BENEFITS**

### ***Employee Assistance Services***

The EAP provides assessment, counseling, and referral services for personal issues including the following, provided you receive such counseling services from a network provider:

- Interpersonal relationships;
- Stress;
- Mental illness;
- Substance abuse;
- Grief;
- Financial problems; and
- Work-related problems.

Such counseling by EAP providers is limited to addressing short-term problems and identification of chronic or longer-term problems. If you require services beyond these services, the EAP provider may refer you to a non-EAP provider.

### ***Work-Life Services***

The EAP provides assistance for personal concerns, which may include the following, provided you receive such services from a network provider:

- Referrals for childcare services;
- Referrals for eldercare services;
- Debt management consultation;
- Identity theft support;
- Living will forms;
- School information; and
- Referrals to adoption services.

Such Work-Life services by EAP providers are limited to the assessment of a Participant's needs, the delivery of educational information and referrals for future services. Any cost associated with services provided after referrals are the responsibility of the Participant.

## **CONTINUATION OF BENEFITS (COBRA)**

If you and your Family Members have coverage under the EAP through the Company and that coverage ends, you may continue coverage for a specified period, depending on the reason coverage ends. An event that allows you to continue coverage after it would otherwise end is called a "qualifying event." Continuation coverage is available as required by law under COBRA. Although a Same-Sex Domestic Partner does not have a legal right to continuation coverage under COBRA, the EAP will provide continuation coverage rights to Same-Sex Domestic Partners that are similar to those provided to spouses under COBRA. You have 60 days from the day coverage would otherwise end (or from the day the notice is sent to you, if later) to choose continuation coverage.

Note that you and/or your Enrolled Family Members will have access to EAP services during the 60-day election period, provided you or your Enrolled Family Members make a timely election for COBRA continuation coverage.

### ***When You and Your Family Members Elect COBRA***

If you and your Enrolled Family Members choose continuation coverage through COBRA, you and your Enrolled Family Members are offered coverage on the same basis as other Participants, except you or your affected Family Members pay the entire cost, plus a two percent (2%) administrative fee. COBRA coverage is intended to extend prior coverage, rather than to create new classes of covered individuals. To be eligible for continuation coverage, you or your Enrolled Family Members must be covered under the EAP on the date before the qualifying event.

If you and your Enrolled Family Members timely elect continuation coverage through COBRA, COBRA coverage takes effect on the date that coverage would otherwise end. The Company will notify the COBRA Administrator within 30 days of the following qualifying events: your death, termination of employment, not returning from a Family Leave of Absence, becoming entitled to Medicare while on COBRA, or loss of eligibility due to a reduction in hours. It is your responsibility to notify the COBRA Administrator within 60 days of any other qualifying event (divorce, disability during the first 60 days of receiving COBRA continuation coverage, legal dissolution of a Same-Sex Domestic Partnership, and loss of dependent status under the group health plan). The COBRA Administrator will send you and/or your affected Family Members a notice and election form, including the cost of coverage, within 44 days after one of these qualifying events occurs.

Complete address and contact information for the COBRA Administrator can be found in the section entitled *Contact Information*. In addition, you may add a newborn or an adopted child during the COBRA continuation period by notifying the COBRA Administrator of your new dependent.

As previously noted, to continue coverage after your qualifying event, you or your affected Family Members (each, a “qualified beneficiary”) are required to pay the entire cost, plus an administrative fee, as allowed by law.

### ***Administration of COBRA***

The Company has engaged an outside third party as its COBRA Administrator to assist it with the sending and receiving of COBRA information, including the collection of COBRA premiums if continuation coverage is elected by Participants. The contact information for the COBRA Administrator is listed in the section entitled *Contact Information*.

## Snapshot of COBRA Continuation Coverage

The following is a snapshot of who is eligible for COBRA continuation coverage, under what circumstances, and how long COBRA continuation coverage continues.

If:	Qualifying Event	Who Is Eligible for COBRA Coverage	Duration of COBRA Coverage**
<b>You</b>	Have a reduction in hours	You and your Enrolled Family Members	Up to 18 months
	Terminate employment (for reasons other than gross misconduct)	You and your Enrolled Family Members	Up to 18 months
	Do not return from a Family Leave of Absence	You and your Enrolled Family Members	Up to 18 months
	Become disabled within the first 60 days of COBRA continuation coverage	You and your Enrolled Family Members	Up to 29 months*
	Die	Your Enrolled Family Members	Up to 36 months
	Become divorced or legally separated	Your Enrolled Family Members	Up to 36 months
	Become entitled to Medicare while on COBRA	Your Enrolled Family Members	Up to 36 months*
<b>Your covered Family Member</b>	Is no longer an eligible Family Member (due to age limit for children, divorce or legal separation)	Your Enrolled Family Members	Up to 36 months
	Is no longer an eligible Family Member because of your death	Your Enrolled Family Members	Up to 36 months
	Becomes disabled within the first 60 days of COBRA continuation coverage	You and your Enrolled Family Members	Up to 29 months*

\*Includes months of COBRA coverage already used.

\*\*COBRA coverage will end before the expiration of these periods if (i) the Company no longer provides EAP coverage to any of its employees; (ii) there is a significant underpayment of a premium or when premiums for continuation of coverage are not paid within the required time; (iii) you or your Family Members become covered under another employee assistance plan (provided pre-existing condition exclusions or limitations under the new plan do not apply to you or your Family Members); or (iv) you or your Family Members become entitled to Medicare.

### Important Notes

- If a second qualifying event occurs within the 18- or 29-month period, the COBRA continuation period for health care coverage may be extended up to 36 months from the date you lost coverage on account of the first qualifying event (provided you notify the COBRA Administrator of the second qualifying event, if applicable).
- Keep the COBRA Administrator informed of any change in your or your Enrolled Family Members'

address so that you and your Enrolled Family Members can receive the necessary information concerning your rights to COBRA continuation coverage.

### COBRA Coverage for Disabilities

As shown in the chart above, COBRA coverage can be extended from 18 months to up to 29 months if you (or another qualified beneficiary) are totally disabled when you (or the other qualified beneficiary) become eligible for

COBRA coverage or become disabled during the first 60 days of COBRA coverage. Monthly contributions for continuation coverage increase to 150% (from 102%) of the monthly amount for each of the 11 additional months of continuation coverage. Any covered Family Members can also continue their COBRA coverage during this extension period.

To be eligible for this extension, the individual must:

- Receive a determination of disability from the Social Security Administration (“SSA”) that the individual was disabled on the date coverage ended, or has become disabled during the first 60 days of COBRA coverage, and
- Notify the COBRA Administrator within 60 days after the later of:
  - the date of the SSA’s determination of disability; or

- the date of the qualifying event.

If the SSA determines that the individual is no longer totally disabled, continuation of coverage will cease. The individual must notify the COBRA Administrator within 30 days of any such finding. Coverage will terminate on the earlier of the first day of the month that is at least 30 days after the SSA’s findings or at the end of the 29-month period.

### ***Other Events Ending Your Coverage***

When any of the following happen, you will receive written notice that coverage has ended on the date the Plan Administrator identifies in the notice: (i) fraud, misrepresentation or false information; (ii) improper use of ID card; (iii) threatening behavior; or (iv) any other material violation of the terms of the EAP.



# **GENERAL ADMINISTRATION**

## **Claims Procedure**

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### **FILING A CLAIM FOR BENEFITS**

written notice of the final decision, usually within 60 days of receipt of the written request for review of a denied claim or notice of a complaint or dispute.

Because you use an EAP provider, you are not required to submit a claim form for reimbursement. However, if you are denied a benefit or service through the EAP to which you believe you are entitled, you may submit a claim in accordance with the following:

- **Information Needed:**  
Call the Plan Administrator at 1-309-675-1000.
- **Where to Send Your Claim:**  
Caterpillar Inc.  
Attn: Plan Administrator - EAP  
100 NE Adams Street  
Peoria, IL 61629-1410

An initial decision will be made within 30 days of the day your claim is filed. This period may be extended for up to 15 additional days if special circumstances require more time for review of your claim. If you do not receive a response within this time period, your claim is deemed to be denied.

### **QUESTIONS AND APPEALS**

If you have a question or concern about your benefits or if you are notified that a claim has been denied (or it is deemed denied) and you wish to appeal such determination, you should contact or send a request for review to the Plan Administrator at:

Caterpillar Inc.  
Attn: Plan Administrator - EAP  
100 NE Adams Street  
Peoria, IL 61629-1410

A claimant's written request must be sent to the Plan Administrator or, if different, to the person and address identified on the notice of claim denial letter for the receipt of requests for review of denied claims within 180 days from the date the claimant received the notice of denial of the claim or within 180 days from the date the claim was deemed denied. If a claim for benefits is denied in whole or in part, you or your authorized representative will be sent a

## ***Important Legal Provisions***

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### ***CLERICAL ERROR AND REPRESENTATIONS CONTRARY TO THE PLAN***

If a clerical error or other mistake occurs, that error does not create a right to benefits. These errors include, but are not limited to, providing misinformation on eligibility or benefit coverages or entitlements. No employee, director, or officer of the Company or a Participating Company has the authority to alter, vary, or modify the terms of the EAP except by means of a duly authorized written amendment. No verbal or written representations contrary to the terms of the EAP are binding upon the EAP, the Plan Administrator or the Company. In the event an oral or written statement conflicts with any term of the plan, the plan terms will control. It is your responsibility to confirm the accuracy of statements made or information provided by the Company or its designees, including the EAP Vendor, in accordance with the terms of this SPD and other plan documents.

### ***PLAN ADMINISTRATION***

The Plan Administrator has the sole and complete discretionary authority to determine eligibility and entitlement to EAP benefits and to construe the terms of the EAP, including the making of factual determinations. The Plan Administrator shall have the sole discretionary authority to grant or deny benefits under the EAP. Benefits under the EAP will be paid only if the Plan Administrator decides, in its sole discretion, that the applicant is entitled to them. The decisions of the Plan Administrator shall be final and conclusive with respect to all questions relating to the EAP.

The Plan Administrator may delegate to other persons responsibilities for performing certain duties of the Plan Administrator under the terms of the EAP and may seek such expert advice as the Plan Administrator deems reasonably necessary with respect to the EAP. The Plan Administrator shall be entitled to rely upon the information and advice furnished by such delegates and experts, unless actually knowing such information and advice to be inaccurate or unlawful.

The Plan Administrator has delegated to the EAP Vendor listed in the section entitled *Contact Information* some of the authority described in this *Plan Administration* section,

including the authority to determine eligibility and entitlement to EAP benefits and to construe the terms of the EAP. The Plan Administrator may increase or decrease the authority granted to the EAP Vendor at any time. The Plan Administrator may adopt uniform rules for the administration of the EAP from time to time, as it deems necessary or appropriate.

### ***AMENDMENT AND TERMINATION***

The Company reserves the sole discretionary right to modify, amend or terminate the EAP, in whole or part, in any respect, at any time and from time to time, retroactively or otherwise, by a written instrument adopted by its Board of Directors or their designee and duly authorized on behalf of the Company. This right applies to every aspect of the EAP, including but not limited to, benefit coverage levels, services covered and excluded, or any aspect of any network associated with the EAP, whether or not specifically stated with respect to any particular aspect.

If the EAP is modified, amended or terminated, you will be notified of the effect of such change on your EAP benefits or coverage and/or the benefits or coverage of (or available to) your Family Members. No consent of any employee or any other person will be necessary for the Company to modify, amend or terminate the EAP.

### ***NO ASSIGNMENT***

To the extent permitted by law, and except as specified under the terms of the EAP, no benefits will be subject to alienation, sale, transfer, assignment, garnishment execution or encumbrance of any kind, and any attempt to do so will be void.

### ***NO CONTRACT OF EMPLOYMENT***

Your participation in the EAP does not assure you of continued employment with the Company or a Participating Company or rights to benefits except as specified under the terms of the EAP. Nothing in the EAP or this SPD confers any right of continued employment on any employee.

## ***PARTICIPATING COMPANIES***

Participating Companies include those subsidiaries or affiliates of Caterpillar Inc. that adopt the EAP with the approval of Caterpillar Inc.

## ***NO IMPLIED PROMISES***

Nothing in this SPD states or implies that participation in the EAP is a guarantee of continued employment with the Company. No rights accrue to any Employee or Family Member by reason of any misstatement in, or omission from, this SPD, or by the operation of the EAP.

## ***CHANGE OF ADDRESS***

It is important that you notify the Company of any change in your address so you will be assured of receiving future benefit communications that the EAP may send to you. You also should ensure that your Family Members' addresses are kept current. You may change your address by updating PeopleSoft or by contacting the Caterpillar HR Services Center – Americas at (800) 447-6434.

## ***SEVERABILITY***

If any provision of the EAP is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or other controlling law, the remainder of the EAP plan document shall continue in full force and effect.

## ***PLAN FUNDING***

The Company pays the cost of the EAP in the amount and at the time as the Plan Administrator determines is appropriate to provide benefits to Participants. Except in the case of continuation coverage under COBRA, you are not required or permitted to contribute to the cost of the EAP. However, the Plan Administrator may provide for payment of benefits by paying providers' charges from the Company's general assets, through the purchase of insurance or through a trust.

## ***APPLICABLE LAW***

The plan is governed and construed in accordance with ERISA, and in the event that any reference shall be made to state law, the laws of the state of Illinois shall apply.

GENERAL ADMINISTRATION

## ***HIPAA PRIVACY AND SECURITY***

As a Participant in the EAP, your "protected health information" is subject to safeguards under the privacy and electronic security provisions of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA). Pursuant to HIPAA, the EAP has adopted policies and procedures that restrict the use and disclosure of your protected health information and impose security measures for protected health information in electronic form.

Generally, under HIPAA's privacy rules, use and disclosure are limited to payment and healthcare operation functions, and only the "minimum necessary" information may be used or disclosed. Under HIPAA's final regulations, the privacy provisions went into effect on April 14, 2003 and the security provisions were effective April 20, 2005. Under HIPAA's electronic security rules, additional safeguards have been implemented to protect information that is in electronic form.

This is only a brief summary of HIPAA. As a Participant in the EAP, you have received (or will receive) a "privacy notice" that more fully describes the important uses and disclosures of protected health information and your rights under the HIPAA privacy provisions. If you need a free copy of this notice, you should contact the HIPAA Privacy Officer at (309) 675-6199.

## ***RELATIONSHIP WITH EAP PROVIDERS***

The following provisions apply to Participants in the EAP. The EAP Vendor, network and EAP providers are not agents or employees of the Company. Neither the Company nor any of its employees are agents or employees of network or EAP providers or the EAP Vendor. The Company is not liable for any act or omission of any provider.

The Company does not provide health care services or supplies, nor does it practice medicine. Instead, the Company provides benefits. Network and EAP providers are independent practitioners who run their own offices and facilities. The credentialing process confirms public information about the providers' licenses and other credentials, but does not assure the quality of the services provided.

The Plan Administrator or its designee is responsible for all of the following:

- Enrollment and classification changes (including classification changes resulting in your enrollment or the termination of your coverage).
- The timely payment of benefits.
- Notifying you of the termination of or modifications to the EAP.

The relationship between you and any provider under the EAP is that of provider and patient.

- You are responsible for choosing your own provider. To obtain benefits under the EAP, you must choose a provider within the EAP provider network.
- You must decide if any provider treating you is right for you. This includes network and EAP providers you choose and providers to whom you have been referred.
- You must decide with your provider what care you should receive.
- Your provider is solely responsible for the quality of the services provided to you.

The relationship between you and the Company is that of employer and Employee, Family Member or other classification as defined in the EAP.

## ***STATEMENT OF ERISA RIGHTS***

As a Participant in the EAP described in this SPD, you are entitled to certain rights and protections under ERISA. ERISA provides that all plan participants shall be entitled to:

### ***Receive Information About Your Plan and Benefits***

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the plan, including insurance contracts (if applicable), 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, including insurance contracts (if applicable), 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.

### ***Continue Plan Coverage***

Continue coverage for yourself and your Family Members if there is a loss of coverage under the plan as a result of a qualifying event. You or your Family Members may have to pay for such coverage. Review this Summary Plan Description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

### ***Prudent Actions by Plan Fiduciaries***

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### ***Enforce Your Rights***

If your claim for a welfare 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.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such case, the court may require the Plan Administrator to provide the materials and to pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money (if applicable), or you are discriminated against for exercising your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### ***Assistance with Your Questions***

If you have any questions about the plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S.

Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

# Contact Information

## GENERAL INFORMATION

General Contact Information	
Caterpillar Global Employee Assistance Program	(866) CAT-0565; or (309) 820-3604
Caterpillar Benefits Center	(877) 228-4010 [Outside the U.S. 718-354-1345] CatBenefitsCenter.com
COBRA Administrator	Caterpillar Benefits Center (877) 228-4010 CatBenefitsCenter.com
General EAP Benefit Information	EAP.cat.com
Caterpillar HR Services Center - Americas	(800) 447-6434 HR_Service_Center@cat.com
EAP Vendor	Lifeworks (US) Ltd. 115 Perimeter Center Place Atlanta, GA 30346 1-844-880-9142 Lifeworks.com CaterpillarEAP.com

### Plan Sponsor and Employer:

Caterpillar Inc.  
5205 N. O'Connor Boulevard, Suite 100  
Irving, TX 75039  
(972) 891-7700  
Employer Identification Number: 37-0602744

### Agent for Legal Service:

Corporation Service Company  
251 Little Falls Drive  
Wilmington, DE 19808

Service of legal process may also be made on the Plan Administrator.

## PLAN INFORMATION

**Plan Name/Type:** Caterpillar Inc. Employee Assistance Program

**Plan Number:** 535

### Funding/Claims:

Caterpillar Inc.  
Attn: Plan Administrator - EAP  
100 NE Adams Street  
Peoria, IL 61629  
(309) 675-1000

**Plan Administrator:**

Caterpillar Inc.

Attn: Plan Administrator - EAP

100 NE Adams Street

Peoria, IL 61629

(309) 675-1000

**Plan Year:** The 12-month period ending December 31

# ***DEFINITIONS***

**COBRA** – Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, which extends group medical coverage to terminated Employees and their qualifying dependents.

**COBRA Administrator** – The Company or its designee that provides COBRA services for the EAP.

**Company** – Caterpillar Inc.

**Dependent Child** - The term “Dependent Child” includes any of the following who is eligible for coverage as a dependent of the Employee under the group health plan in which the Employee is eligible to participate:

(i) A natural child; (ii) a stepchild; or (iii) a legally adopted child or child who is placed for adoption, provided any such child satisfies the following criteria:

- Such child is under age 26; or
- Such child is age 26 or over and meets the following criteria: (i) is unmarried; (ii) is incapable of sustaining employment as a result of mental or physical disability; (iii) legally resides with you or in a licensed special care home or facility; and (iv) receives from you more than one-half his/her financial support.

A child will be deemed to be under 26 years of age until the last day of the month he or she turns age 26.

The Employee must reimburse the Company for any benefits that it pays for a Dependent Child at a time when the Dependent Child did not satisfy these conditions.

A Dependent Child also includes a child for whom health care coverage is required through a Qualified Medical Child Support Order (“QMCSO”) or other court or administrative order. The procedures for handling QMCSOs are available without charge upon request by calling the Caterpillar Benefits Center at (877) 228-4010.

**Eligible Person** – An individual who satisfies the eligibility requirements explained in the section of this SPD entitled *EAP Eligibility*.

**Employee** – An Eligible Person who is covered by the EAP. The Employee is the person (who is not a Family Member) on whose behalf the EAP is established.

**Enrolled Family Member** – A Family Member who is covered under the EAP.

**ERISA** – The Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder.

**Family Leave of Absence** – An absence from active work taken pursuant to the Family and Medical Leave Act of 1993 for the purpose of 1) caring for your child after birth or placement for adoption or foster care; 2) caring for your spouse, child, or parent who has a serious health condition; or 3) your serious health condition that makes you unable to perform your job.

**Family Member** - An Employee’s Spouse, Same-Sex Domestic Partner, or Dependent Child. A Family Member does not include anyone who is enrolled as an Employee. No one can be a Family Member of more than one Employee.

**International Service Employee** – An Employee of the Company or a Participating Company who, for employment purposes, is designated an International Service Employee by the Company or a Participating Company, in its sole discretion.



**Medicare** – Parts A, B, and C of the insurance program established by Title XVIII, United States Social Security Act, as amended by 42 U.S.C. Sections 1394, *et seq.* and as later amended.

**Participant** – Either the Employee or an Enrolled Family Member, or beneficiary, but this term applies only while the person is enrolled under the EAP. References to “you” and “your” throughout this SPD are references to a Participant.

**Participating Company** – A subsidiary or affiliate of Caterpillar Inc. that adopts the EAP for the benefit of its eligible employees with the approval of Caterpillar Inc.

**Plan Administrator** – Caterpillar Inc. or its designee as that term is defined under ERISA. The Plan Administrator for the EAP is listed in the *Plan Information* chart in the section entitled *Contact Information*.

**Same-Sex Domestic Partner** – The sole, same-sex person who is in a civil union, domestic partnership, or legal relationship similar thereto, with the Employee, as recognized under the laws of the federal government or a state government of the United States of America, including its territories and possessions and the District of Columbia (or a legally recognized equivalent government of another country), subject to the following rules:

- An Employee’s relationship will be treated as a Same-Sex Domestic Partnership, regardless of whether the Employee and his or her Same-Sex Domestic Partner remain in the jurisdiction where the relationship was legally entered into. In the event more than one person meets this definition for a given Employee, then the Same-Sex Domestic Partner is the person who first met the criteria in this definition.
- In any case in which an Employee has a Spouse, no person will qualify as the Employee’s Same-Sex Domestic Partner unless the Employee’s marriage to his or her Spouse is first lawfully dissolved. If an Employee has a Same-Sex Domestic Partner, such Same-Sex Domestic Partnership must be lawfully dissolved before any other individual can qualify as such Employee’s Same-Sex Domestic Partner.

A Same-Sex Domestic Partner will include a civil union partner, a domestic partner, or other similar partner relationship with the Employee (including an opposite-sex partner), but solely to the extent mandated by applicable state insurance law or required by a contract between the Company and a state or local government entity.

**Spouse** – The person of the opposite sex or same sex who is considered married to you for federal tax purposes, pursuant to Internal Revenue Service guidance.