

**Summary Plan Description for:  
Delta Dental Premier<sup>®</sup> Basic Plan, Delta Dental  
PPO<sup>sm</sup> High Plan,  
Participating in:**

**The Dow Chemical Company  
Dental Assistance Program  
(ERISA Plan #503)**

*Amended and Restated  
Effective January 1, 2017 and thereafter until superseded*

**This Summary Plan Description (SPD) supersedes all prior SPDs.**

Copies of updated SPDs (including this SPD) are available at the Dow Family Health website (<http://www.dowfamilyhealth.com>) or by requesting a copy from the HR Service Center by calling 877-623-8079 or by submitting your request through the Dow Benefits website's Message Center available at (<http://dowbenefits.ehr.com>).

Summaries of material modifications may also be published from time to time in separate documents.

# Table of Contents

<b>SECTION 1. ERISA INFORMATION .....</b>	<b>1</b>
<b>SECTION 2. INTRODUCTION.....</b>	<b>3</b>
Dental Maintenance Organizations (DMOs).....	3
Medical Benefits and the Dental Program.....	3
Which Plan Is Available to You? .....	4
About Appendix A (Description of Plan Benefits) .....	4
<b>SECTION 3. ELIGIBILITY.....</b>	<b>4</b>
3.1 Eligibility for Employees and Certain Disabled Individuals.....	4
<i>Employees.....</i>	4
<i>Rohm and Haas Long Term Disability Participants .....</i>	5
<i>LTD Participants (other than DCC Employees).....</i>	5
<i>Certain Texas T&amp;P Disability Plan Recipients.....</i>	5
<i>DCC Long Term Disability Participants.....</i>	6
<i>Benefit Protected Leave of Absence .....</i>	7
<i>International Medical and Dental Plan .....</i>	7
<i>Severance Agreement .....</i>	7
3.2 Dependent Eligibility.....	7
<i>Spouse/Domestic Partner Exclusions.....</i>	7
<i>Working or Retired Spouse/Domestic Partner.....</i>	8
<i>Waiving Coverage—Working Spouse/Domestic Partner.....</i>	9
<i>Dependent Child(ren).....</i>	9
<i>Dependent Child(ren) Exclusions.....</i>	10
3.3 Eligibility through a Qualified Medical Child Support Order.....	10
3.4 Eligibility Determinations of Claims Administrator Are Final and Binding .....	11
3.5 Loss of Eligibility During Treatment .....	11
<b>SECTION 4. ENROLLMENT.....</b>	<b>11</b>
4.1 Levels of Participation.....	11
4.2 Enrolling at the Beginning of Employment.....	12
<i>Enrolling Your Spouse/Domestic Partner and Dependent Child(ren) at the Beginning of</i>	
<i>Employment—Proof of Eligibility .....</i>	12
4.3 Enrolling During Annual Enrollment.....	13
<i>Enrolling Your Spouse/Domestic Partner and Dependent Child(ren) During Annual</i>	
<i>Enrollment—Proof of Eligibility .....</i>	13
<i>Default Enrollment .....</i>	14
4.4 Dual Dow Coverage .....	14
4.5 Change of Elections to Prevent Discrimination .....	14
<b>SECTION 5. MID-YEAR ELECTION CHANGES .....</b>	<b>14</b>
5.1 Special Enrollment Provisions .....	15
5.2 Change in Status.....	16
5.3 Consistency Rules .....	16
5.4 Other Permissible Changes.....	16
5.5 Examples Applying the Mid-Year Election Change Rules .....	17
5.6 Documentation of Eligibility Required to Make Election Changes .....	18
<i>Dropping an Ineligible Dependent.....</i>	18
<i>Dropping or Adding a Domestic Partner.....</i>	19
5.7 Deadline to Enroll for Mid-Year Changes .....	19

<b>SECTION 6. PREMIUMS .....</b>	<b>19</b>
6.1 Your Contribution .....	19
6.2 Failure to Pay Required Premiums.....	20
6.3 Excess Premium Payments.....	20
6.4 Premiums During a Benefits Protected Leave of Absence.....	20
<b>SECTION 7. INFORMATION EXCHANGED BY THE PROGRAM’S BUSINESS ASSOCIATES .....</b>	<b>21</b>
<b>SECTION 8. FRAUD AGAINST THE PROGRAM.....</b>	<b>21</b>
<b>SECTION 9. ENDING COVERAGE .....</b>	<b>21</b>
9.1 When Coverage Ends .....	21
9.2 COBRA Continuation Coverage .....	22
<i>What Is COBRA Continuation Coverage?</i> .....	23
<i>When Is COBRA Coverage Available?</i> .....	24
<i>IMPORTANT: You Must Give Notice of Some Qualifying Events</i> .....	24
<i>How Is COBRA Coverage Provided?</i> .....	24
<i>Can COBRA Continuation Coverage Terminate Before the End of the Maximum Coverage Period?</i> .....	26
<i>How Much Does COBRA Continuation Coverage Cost?</i> .....	26
<i>More Information About Individuals Who May Be Qualified Beneficiaries</i> .....	27
<i>Are There Other Coverage Options Besides COBRA Continuation Coverage?</i> .....	27
<i>If You Have Questions</i> .....	27
<i>Keep the Program Informed of Address Changes</i> .....	27
<b>SECTION 10. SUBROGATION .....</b>	<b>28</b>
10.1 The Program’s Entitlement to Reimbursement .....	28
10.2 Your Responsibilities .....	29
10.3 Jurisdiction .....	30
<b>SECTION 11. YOUR LEGAL RIGHTS UNDER ERISA .....</b>	<b>30</b>
<b>SECTION 12. PLAN ADMINISTRATOR’S DISCRETION.....</b>	<b>31</b>
<b>SECTION 13. PLAN DOCUMENT .....</b>	<b>31</b>
<b>SECTION 14. NO GOVERNMENT GUARANTEE OF WELFARE BENEFITS .....</b>	<b>31</b>
<b>SECTION 15. DOW’S RIGHT TO TERMINATE OR AMEND THE PROGRAM .....</b>	<b>32</b>
<b>SECTION 16. UNCASHED CHECKS .....</b>	<b>32</b>
<b>SECTION 17. LITIGATION AND CLASS ACTION LAWSUITS.....</b>	<b>32</b>
17.1 Litigation .....	32
17.2 Class Action Lawsuits .....	33
<b>SECTION 18. INCOMPETENT AND DECEASED PARTICIPANTS .....</b>	<b>33</b>
<b>SECTION 19. PRIVILEGE .....</b>	<b>34</b>
<b>SECTION 20. WAIVERS .....</b>	<b>34</b>
<b>SECTION 21. PROVIDING NOTICE TO ADMINISTRATOR.....</b>	<b>34</b>
<b>SECTION 22. FUNDING .....</b>	<b>34</b>
<b>SECTION 23. PAYMENT OF UNAUTHORIZED BENEFITS.....</b>	<b>34</b>
<b>SECTION 24. CLAIMS PROCEDURES.....</b>	<b>35</b>
24.1 Deadline to File a Claim.....	35

24.2 Who Will Decide Whether to Approve or Deny My Claim? .....	35
24.3 Authority of Claims Administrators and Your Rights Under ERISA .....	36
24.4 An Authorized Representative May Act on Your Behalf.....	36
24.5 How to File a Claim for an Eligibility Determination.....	36
<i>Information Required In Order to Be a Claim</i> .....	36
<i>Initial Determination</i> .....	37
<i>Appealing the Initial Determination</i> .....	37
<b>SECTION 25. TAX CONSEQUENCES OF COVERAGE AND BENEFITS .....</b>	<b>38</b>
<b>SECTION 26. NO ASSIGNMENT OF BENEFITS .....</b>	<b>38</b>
<b>SECTION 27. DEFINITIONS OF TERMS.....</b>	<b>38</b>
<b>SECTION 28. FOR MORE INFORMATION.....</b>	<b>45</b>
IMPORTANT NOTE .....	45
<b>APPENDIX A    DESCRIPTION OF BENEFITS.....</b>	<b>1</b>
<b>APPENDIX B - NOTICE OF PRIVACY PRACTICES.....</b>	<b>1</b>
B.1. NOTICE OF PHI USES AND DISCLOSURES .....	1
B.2. RIGHTS OF INDIVIDUALS .....	4
B.3. THE PLAN’S DUTIES .....	5
B.4. CONCLUSION .....	6

## Section 1. ERISA Information

<b>The Dow Chemical Company Dental Assistance Program Delta Dental Premier Basic Plan and Delta Dental PPO High Plan</b>	
<b>Type of Plan</b>	Group health plan
<b>Type of Plan Administration</b>	Self-insured benefits administered under contract with Delta Dental Plan of Michigan, Inc.
<b>Plan Sponsor</b>	The Dow Chemical Company North America Benefits P.O. Box 2169 Midland, Michigan 48641
<b>Employer Identification Number</b>	38-1285128
<b>Plan Number</b>	503
<b>Plan Administrator</b>	North America Health and Insurance Plans Leader The Dow Chemical Company North America Benefits P.O. Box 2169 Midland, Michigan 48641 (877) 623-8079
<b>Dow HR Service Center</b>	Dow Benefits Service Center – Coverage Compliance P.O. Box 5807 Hopkins, MN 55343 (877) 623-8079
<b>Claims Administrator for Claims for Plan Benefits</b>	<p><i>To submit a Claim for Plan Benefits:</i></p> <p style="padding-left: 40px;">Delta Dental Plan of Michigan, Inc. P.O. Box 30416 Lansing, Michigan 48909-7916</p> <p><i>To appeal a denied Claim for Plan Benefits:</i></p> <p style="padding-left: 40px;">Delta Dental Plan of Michigan, Inc. P.O. Box 30416 Lansing, Michigan 48909-7916</p>

<b>Claims Administrator for Claims for an Eligibility Determination</b>	<p><i>To submit a Claim for an Eligibility Determination:</i></p> <p>Human Resources Operations Compensation and Benefits Manager / North America Health and Insurance Subject Matter Expert  The Dow Chemical Company  North America Benefits  P.O. Box 2169  Midland, Michigan 48641  (877) 623-8079</p> <p><i>To appeal a denied Claim for an Eligibility Determination:</i></p> <p>North America Health and Insurance Plans Leader / North America Health and Insurance Plan Manager  The Dow Chemical Company  North America Benefits  P.O. Box 2169  Midland, Michigan 48641</p>
<b>To Serve Legal Process</b>	<p>General Counsel  The Dow Chemical Company  Global Dow Center  2211 H.H. Dow Way  Midland, MI 48674</p>
<b>COBRA Administrator</b>	<p>Willis Towers Watson  BenefitConnect COBRA Service Center  P.O. Box 919051  San Diego, CA 92191-9863  (877) 292-6272</p>
<b>Plan Year</b>	<p>Fiscal records are kept on a plan year basis beginning January 1 and ending December 31.</p>
<b>Funding</b>	<p>Participating Employers share the premium costs with Employees. Employee contributions are generally made through payroll deduction. Benefits are paid from the Company's general assets.</p> <p>The assets of the Program, if any, may be used at the discretion of the Plan Administrator to pay for any benefits provided under the Program, as the Program is amended from time to time, as well as to pay for any expenses of the Program. Such expenses may include, and are not limited to, consulting fees, actuarial fees, attorneys' fees, third-party administrator fees, and other administrative expenses.</p>

## Section 2. Introduction

This is the Summary Plan Description (“SPD”) for The Dow Chemical Company Dental Assistance Program (“Dental Assistance Program” or “Program”). The provisions of this SPD apply only to the Delta Dental Premier Basic Plan (“Basic”) and Delta Dental PPO High Plan (“PPO High”) for active employees. For information about other Dow-sponsored plans that may be available to you, check the Dow Intranet or contact the HR Service Center at (877) 623-8079.

In this SPD, Basic and PPO High are referred to collectively as the “Plans,” and individually as a “Plan.” The Plans are components of the Program. Each of the Plans is designed to assist you with your dental expenses. While neither of the Plans will cover all of your dental costs, either Plan you enroll in will share the cost of covered dental care and treatment for you and your eligible Dependents. Coverage under the Plans is provided by Delta Dental Plan of Michigan, Inc. (“Delta Dental”).

The Plans are governed by the plan document for the Program, which is the legal instrument under which the Program is operated. This legal instrument is referred to in this SPD as the “Plan Document.” If there is any inconsistency between this SPD and the Plan Document, the Plan Document shall govern.

This SPD contains important information about benefits under the Plans. However, it does not contain all of the information. Further information can be found in the Plan Document for the Program. You may request a copy of the Plan Document from the Plan Administrator at the contact information listed under [Section 1. ERISA Information](#).

**The Dow Chemical Company reserves the right to amend, modify or terminate the Program (and any of the Plans offered under the Program) at any time in its sole discretion.**

This SPD and the Plans do not constitute a contract of employment.

Capitalized words in this SPD are defined in the Plan Document, in [Section 27. Definitions of Terms](#), in the applicable *Description of Plan Benefits (Appendix A)* for the specific Plan, or in the section where they are used.

A pronoun or adjective in the masculine gender includes the feminine gender, and the singular includes the plural, unless the context clearly indicates otherwise.

### Dental Maintenance Organizations (DMOs)

In order to provide Employees greater choice in dental coverage, Dow offers dental maintenance organization (“DMO”) coverage as an alternative to Basic or PPO High. DMO coverage is offered at certain locations where DMOs are available, under The Dow Chemical Company Insured Health Program, ERISA Plan #601. The DMO plans are not administered by Dow, or Delta Dental, but are administered separately by the specific DMO. Please refer to the summary plan description applicable to DMOs for more information. You can obtain a copy of the DMO “SPD Wrapper” from the HR Service Center or the Dow Intranet. You can obtain a copy of the portion of the SPD that explains the benefits provided under a specific DMO directly from the DMO.

### Medical Benefits and the Dental Program

You should keep in mind that medical coverage provided under The Dow Chemical Company Medical Care Program or The Dow Chemical Company Insured Health Program (the “Medical Program”) generally covers dental services for treatment of accidental injury caused by violent and external means. The treatment must occur within two years of the injury to be covered under the provisions of the Medical

Program. Refer to the Summary Plan Description for the applicable plan under the Medical Program for details. Note that dental services cannot be covered by both the Program and the Medical Program.

## **Which Plan Is Available to You?**

**If you are a Bargained-for Employee or a Salaried Employee residing in any U.S. location**, and you meet the eligibility requirements described below, you are eligible to choose either the Basic (Group #5432), PPO High (Group #9014) or a DMO, if available in your area.

## **About Appendix A (Description of Plan Benefits)**

Appendix A of this SPD contains the Description of Plan Benefits. You should pay special attention to the Appendix A of this SPD that is applicable to the Plan in which you are enrolled. Appendix A describes:

- Benefits covered and the coverage levels
- Coverage exclusions
- Terms and conditions for benefits coverage
- Co-pays, deductibles, out-of-pocket maximums and coverage limitations
- Procedures for filing Claims for Plan Benefits
- Pre-certification and pre-authorization requirements, if any
- In-network and out-of-network provisions, if any
- Coordination of benefits (“COB”) rules

## **Section 3. Eligibility**

### **3.1 Eligibility for Employees and Certain Disabled Individuals**

#### **Employees**

You are eligible for coverage under the applicable Plan if you are not covered by The Dow Chemical Company International Medical and Dental Plan, and you:

- Are a Salaried U.S. Employee of a Participating Employer with active, Regular, Full-Time or Less-Than-Full-Time status, or are receiving partial disability payments under The Dow Chemical Company Long Term Disability Program (applicable to those actively at work on or after January 1, 2008);
- Are an active, Regular, Full-Time Bargained-for U.S. Employee of a Participating Employer whose Bargaining Unit and Participating Employer have agreed to the Program and one or more of the Plans. However, if the terms of the applicable collective bargaining agreement specifically address which Employees are eligible or not eligible for the Program, then the terms of such collective bargaining agreement shall govern; or
- Are an Employee who is retained by a Participating Employer pursuant to a written contract or agreement that states that you are eligible to participate in one of the Plans.

If you are receiving partial disability payments under The Dow Chemical Company Long Term Disability Program (applicable to those actively at work on or after January 1, 2008), you are eligible as an Employee. You must continue making any required contributions in order to keep your coverage in effect. If your paycheck is not large enough to cover your entire premium, your Participating Employer will bill you directly.



Your coverage begins on your date of hire, provided you enroll timely. Any services performed before you enroll are not covered under the Program.

### **Rohm and Haas Long Term Disability Participants**

If you were a Rohm and Haas Company Employee who was approved for and is receiving disability payments under the Rohm and Haas Company Health and Welfare Plan's Long Term Disability Program, you are eligible for dental coverage under the Program if your qualifying disability was incurred prior to January 1, 2010. You remain eligible for Program coverage until you are no longer eligible to receive disability payments under the Rohm and Haas Company Health and Welfare Plan's Long Term Disability Program. You must pay the same premiums active Employees of Dow pay for comparable coverage. If you are described in this section, you are treated as an active "Employee" for purposes of this SPD.

### **LTD Participants (other than DCC Employees)**

If you were not a DCC Employee and have been approved to receive benefit payments from The Dow Chemical Company Long Term Disability Program ("LTD"), you are eligible for coverage under the Program under the following circumstances:

If your date of "full disability" (as defined under LTD) is on or after January 1, 2006, your eligibility begins when your LTD benefit payments begin. The following applies to you:

If you were hired by Dow or Union Carbide on or after January 1, 2008 (regardless of whether your employer was a Participating Employer before January 1, 2008), or you have less than ten (10) years of Service, you are eligible for up to either 12 months or 24 months of dental coverage. Coverage ends prior to the expiration of the 12-month or 24-month period if you no longer qualify for LTD status. The 12-month period applies if you have less than one (1) year of Service. The 24-month period applies if you have one (1) year of Service or more.

If you were hired by Dow or Union Carbide prior to January 1, 2008 (regardless of whether your employer was a Participating Employer before January 1, 2008), and you have ten (10) or more years of Service, you are eligible for dental coverage under the Program until you are no longer eligible to receive payments from LTD.

You will be required to pay the same premiums active Employees pay.

If your date of "full disability" (as defined under LTD) is prior to January 1, 2006, the following applies to you:

You are eligible for dental coverage under the Program until you are no longer eligible to receive payments from LTD. Currently, Dow pays the full cost of coverage. Your dental plan and coverage level will be the Plan and coverage level most comparable to the last Plan and coverage level you had when you were an active Employee.

If you are receiving benefit payments from both LTD and the Union Carbide Employees' Pension Plan, you are not eligible for dental coverage under the Program.

If you are described in this section regarding LTD Participants, you are treated as an "Employee" for purposes of this SPD.

### **Certain Texas T&P Disability Plan Recipients**

If you are a Texas Operations Bargained-for Employee who has been declared by the Company's Medical Director to be "Totally and Permanently Disabled" as defined under Company's Texas Operations Hourly Total & Permanent Disability Plan ("Texas T & P") and you meet and continue to meet all of the requirements of Texas T & P for receiving benefits under that plan, you are eligible for dental coverage under the Program. However, if you receive benefits under the Dow Employees' Pension Plan pursuant to

a voluntary election to commence pension benefits, you are not eligible. Currently, if you were not covered as a Dependent under the Program through your Spouse at the time you were approved for disability benefits, the Company will pay the premiums for dental coverage.

If you are eligible under the above paragraph, you are treated as an active “Employee” for purposes of this SPD.

### **DCC Long Term Disability Participants**

Certain disabled individuals of DCC are eligible for coverage under the Program. In general, to the extent that you are eligible for coverage under the Program as one of the disabled individuals described in this section, your participation in the Program is subject to the same terms and conditions, and rights and privileges, as an Employee of Dow, unless otherwise stated.

#### *Disabled on or after January 1, 2017*

If you were a DCC Employee and your date of “full disability” (as defined under LTD) is on or after January 1, 2017:

- You are eligible for coverage under the Program when your LTD benefit payments begin.
- If you were hired by DCC on or after January 1, 2006, or you have less than ten (10) years of DCC Service, you are eligible for up to either 12 months or 24 months of dental coverage. Coverage ends prior to the expiration of the 12-month or 24-month period if you no longer qualify for LTD status. The 12-month period applies if you have less than one (1) year of DCC Service. The 24-month period applies if you have one (1) year or more of DCC Service.
- If you were hired by DCC prior to January 1, 2006, and you have ten (10) or more years of DCC Service, you are eligible for dental coverage until you are no longer eligible to receive payments from LTD.
- You will be required to pay the same premiums active Employees pay.

#### *Disabled before January 1, 2017*

If you are a DCC LTD Participant:

- You are eligible for coverage under the Program effective January 1, 2017.
- You are eligible for dental coverage as a DCC LTD Participant until the earlier of (a) the date you are no longer eligible to receive payments from the DCC LTD Plan or (b) the date you are considered “retired” (as defined below).
- Dow will communicate to you annually the contribution amount you are required to pay in order to participate.

You will be considered “retired” and thus ineligible for the Program as a DCC LTD Participant as follows:

Age Became Disabled	Date Considered “Retired”
Less than 60	Date reach age 65
60-64	Date that is 5 years after received first payment under the DCC LTD Plan
65-68	Date reach age 70
69 or older	Date that is 12 months after received first payment under the DCC LTD Plan

If you are described in this section regarding DCC LTD Participants, you are treated as an “Employee” for purposes of this SPD.

### **Benefit Protected Leave of Absence**

Eligibility for benefits under the Program may continue during certain benefit-protected leaves of absences approved by the Participating Employer, such as under the Company’s Military Leave Policy, Family Leave Policy or Medical Leave Policy. The benefits under the Program shall be administered consistent with the terms of such approved leaves of absences.

### **International Medical and Dental Plan**

Expatriates and their eligible Dependents should refer to the summary plan description for The Dow Chemical Company International Medical and Dental Plan to determine their eligibility and coverage under that plan. Those who are eligible for coverage under The Dow Chemical Company International Medical and Dental Plan are not eligible for coverage under the Program.

### **Severance Agreement**

You may be eligible to participate in the Program after you terminate employment if provided in accordance with the severance plan or documents signed by your Participating Employer or its authorized agent. The terms of your continued participation in the Program will be governed by the terms of the applicable severance plan documents or agreement.

## **3.2 Dependent Eligibility**

Eligible Employees can enroll their eligible Dependents. A Dependent may be either your Spouse/Domestic Partner, or an eligible Dependent Child. You must be enrolled in this Plan in order to enroll a Spouse/Domestic Partner or Dependent Child in this Plan.

If you enroll your Spouse/Domestic Partner or your Dependent Child, you will be required to provide their Social Security numbers to the Program.

The Program requires proof of Dependent eligibility, such as birth certificates, passports, Marriage certificates, Domestic Partner signed statements, or any other form of proof the Plan Administrator deems appropriate.

### **Spouse/Domestic Partner Exclusions**

Your Spouse/Domestic Partner is *not* eligible for coverage under the Program if he or she is:

- Eligible for dental coverage as a full-time employee or retiree under another employer’s plan, but not enrolled for personal coverage in that plan. (See the [Working or Retired Spouse/Domestic Partner Rule](#), immediately below for details.);
- Enrolled for coverage as an Employee or Retiree (or other former Employee) under another Dow or Dow-affiliated dental plan (except as allowed under [Section 4.4 Dual](#), below); or

- Serving in the armed forces of any country.

When your Spouse/Domestic Partner is no longer eligible for coverage because of one of the above events, contact the Dow HR Service Center within 90 days.

### **Working or Retired Spouse/Domestic Partner Rule**

If your Spouse/Domestic Partner (1) is not eligible for Medicare and (2) is working full time or is retired and his or her employer (or former employer) offers subsidized employer-sponsored dental coverage to its employees or retirees, he or she may not be covered as a Dependent under the Program unless he or she has enrolled in the employer-sponsored dental coverage. This rule applies no matter how large or small the subsidy offered by your Spouse's/Domestic Partner's employer is or what the premiums are. If your Spouse's/Domestic Partner's employer offers more than one type of health coverage (e.g., more than one group health plan), your Spouse/Domestic Partner must enroll in the coverage that is most comparable to the Plan in which you are enrolled.

If your Spouse/Domestic Partner has coverage through his or her employer, as described in the preceding paragraph, and you enroll your Spouse/Domestic Partner in the Plan, the following rules apply:

- If your Spouse/Domestic Partner has enrolled in coverage offered by his or her employer (or former employer), the payment of benefits under the Plan will be secondary to your Spouse's/Domestic Partner's coverage through his or her employer (or former employer) under the Plan's coordination of benefits rules.
- If your Spouse/Domestic Partner fails to enroll in appropriate coverage available through his or her own employer (or former employer):
  1. You will be charged 102% of the full cost of coverage (*i.e.*, without any employer subsidy, if applicable) retroactive to the first day that your Spouse/Domestic Partner was enrolled in the Plan and failed to enroll in his or her own employer's coverage.
  2. If you fail to pay 102% of the full cost of coverage by the date determined by the Plan Administrator (whether or not you provide proof that your Spouse/Domestic Partner has since enrolled in the appropriate coverage through his or her employer), the Program may cancel coverage for you and/or your Spouse/Domestic Partner retroactive to the first day that your Spouse/Domestic Partner failed to enroll in the employer's coverage. If coverage is cancelled, you will be required to reimburse the Plan for claims paid during the coverage period. See [Section 23. Payment of Unauthorized Benefits](#), for rules that apply if the Plan paid benefits while you and/or your Dependent were not eligible for coverage.
  3. If you pay 102% of the full cost of coverage but you do not provide proof that your Spouse/Domestic Partner has since enrolled in the appropriate coverage through his or her employer by the date determined by the Plan Administrator, coverage will terminate as of the date that the Program learns that your Spouse/Domestic Partner failed to enroll in the employer coverage.
  4. If you pay 102% of the full cost of coverage and you provide proof that your Spouse/Domestic Partner has since enrolled in the appropriate coverage through his or her employer, as of the date determined by the Plan Administrator, your Spouse/Domestic Partner will remain covered under the Plan for the Plan Year.

Additional or alternative actions might be taken on account of your or your Spouse's/Domestic Partner's fraudulent actions or inactions or intentional misrepresentation. See [Section 8. Fraud Against the Program](#).

There is no requirement for your Spouse/Domestic Partner to enroll your Dependent Child(ren) in your Spouse's/Domestic Partner's coverage in order for you to cover them as Dependents under the Program. If you decide to enroll your eligible Dependent Child(ren) in both the Plan and your Spouse's/Domestic

Partner's employer's dental coverage, benefits for the Dependent(s) will be coordinated between the two plans. When determining how benefits under the Plan will be paid (or the amount of benefits paid) with respect to the Dependent(s), the Plan's benefits will be coordinated using the birthday rule (see the *coordination of benefits* section in Appendix A).

### **Waiving Coverage–Working Spouse/Domestic Partner**

You should consider carefully whether it is advantageous to enroll your Spouse/Domestic Partner as a Dependent under the Program if the coverage offered by his or her employer is as comprehensive as or better than the Program's. Any Plan in which you enroll your Spouse/Domestic Partner under the Program would be secondary to your Spouse's/Domestic Partner's dental plan under the Dow coordination of benefits rules, as explained in [Working or Retired Spouse/Domestic Partner Rule](#), above. You may choose to waive coverage for your Spouse/Domestic Partner under the Program in order to save premium dollars. If you waive coverage under the Program, then no coordination of benefits will occur.

### **Dependent Child(ren)**

A child is eligible for coverage under the Program if the child meets the definition of "Dependent Child." A "Dependent Child" is a child who must be:

- your birth or legally adopted child; or
- your Spouse's or Domestic Partner's natural or adopted child; or
- a child for whom you or your Spouse/Domestic Partner has the permanent legal guardianship or permanent legal custody as those terms are defined under the laws of the state of Michigan. Child(ren), including grandchild(ren) (except as provided below), not specifically identified in the two bullets above, are not eligible for coverage as Dependents unless both their biological parents are deceased, or have permanently "legally relinquished all of their parental rights" in a court of law. "Legally relinquished all of their parental rights" means that the biological parents permanently do not have the:
  - authority to consent to the child's marriage or adoption, or authority to enlist the child in the armed forces of the U.S.;
  - right to the child's services and earnings; and
  - power to represent the child in legal actions and make other decisions of substantial legal significance concerning the child, including the right to establish the child's primary residence.

If you had dental coverage under the dental component of the Dow Corning Corporation Health and Welfare Benefits Plan for Retirees and Inactive Employees or the Dow Corning Corporation Health and Welfare Benefits Plan for Active Employees for your grandchild(ren) on December 31, 2016, Dependent Child includes such grandchild(ren) on file with Delta Dental. Any such grandchild(ren) ceases to be eligible on the earlier of (1) the day that your child, who is the parent of such grandchild(ren), ceases to meet the eligibility requirements that otherwise apply to Dependent Children (e.g., the end of the month in which your child turns age 26); (2) the day that the grandchild(ren) ceases to meet the eligibility requirements that otherwise apply to Dependent Children (e.g., the end of the month in which the grandchild turns age 26); or (3) the effective date on which you cancel coverage under the Program for the grandchild(ren). If you drop dental coverage under the Program for such grandchild(ren) at any time and for any reason, you may not again enroll such grandchild(ren) in the Program.

To enroll your Domestic Partner's child(ren), your Domestic Partner must meet the Program's definition of Domestic Partner, and you must have completed a valid "Statement of Domestic Partner Relationship" form and placed it on file with the Program.

## Dependent Child(ren) Exclusions

Your Dependent Child will *not* be eligible for coverage under the Program:

- *On or after age 26.* Coverage ends at the end of the month in which the child turns age 26. Children age 26 or older are not eligible, unless, prior to age 26, the child is incapable of self-sustaining employment because of a physical or mental disability and (1) is covered under the Plan on the last day of the month in which the child turns age 26; or (2) is not covered under the Plan, but, in addition to meeting the enrollment requirements described in [Section 4. Enrollment](#), you submit proof at the time of enrollment that the child was covered as a dependent under his parent's medical plan immediately prior to enrolling in the Plan. In either case, the disabled child must be principally dependent upon you for support. In addition to meeting any other requirements for proof of eligibility, you must submit proof of the child's initial and continuing dependency and disability. Proof of eligibility must be provided to the Plan (1) prior to age 26, if the child is covered under the Plan on the last day of the month in which the child turns age 26, or (2) at enrollment if you seek to enroll the child after reaching age 26. You must make any contribution required by the Plan to cover your child. Once coverage is terminated, it cannot be reinstated. Contact the HR Service Center for more information; or
- *If your Dependent Child is covered as a Dependent under another Dow-sponsored or UCC-sponsored dental plan.* All eligible children in a family must be covered by the same parent. (Exceptions may be made as necessary in stepchild situations and as allowed under [Section 4.4 Dual](#), below.)

When your child is no longer eligible for Dependent coverage because of one of the above events, you may be eligible to make a new enrollment within 90 days of the loss of eligibility. You may qualify for a reduction in your monthly premium. The loss of coverage for your Dependent, however, will occur on the date your Dependent becomes ineligible (or, for a Dependent Child who loses coverage as a result of attaining age 26, at the end of the month in which the child turns age 26), whether or not a reduction in your monthly premium occurs. For information about rights your child may have for continuation of coverage under the Program as provided by the federal COBRA law, see [Section 9.2 COBRA Continuation Coverage](#). Note: In order for your Dependent to receive COBRA continuation coverage, you must provide notice that your child is no longer an eligible Dependent within 60 days after your Dependent becomes ineligible.

### 3.3 Eligibility through a Qualified Medical Child Support Order

A child who does not qualify as a "Dependent Child" above may still be eligible for coverage if an eligible Employee has a "qualified medical child support order" for that child. A Qualified Medical Child Support Order ("QMCSO") is a court order that meets the Program's requirements to provide a child the right to be covered under one of the Plans offered under the Program. If a QMCSO applies, the child is eligible for coverage as your Dependent, assuming you are eligible for coverage under the Program.

Typically, a divorce decree that orders the Employee to provide medical coverage for a specific child is a QMCSO, as long as the divorce decree (or a document signed by either the Employee or the custodial parent, provided with the divorce decree, and consistent with the divorce decree) contains the following information:

- The name and last known mailing address of each child for whom the Employee must provide medical coverage;
- A reasonable description of the type of coverage to be provided to the child; and
- The period for which the coverage is to be provided (within the Program's rules).

Note that if there is any ambiguity in, or between, the document(s) signed by the Employee or custodial parent, the Program reserves the right to require the Employee and/or custodial parent to obtain a court order to resolve the ambiguity.

You may obtain a free copy of the Program's QMCSO procedures, which explain how the Program determines whether a court order meets the Program's requirements, by requesting a copy from the Plan Administrator at the contact information in [Section 1. ERISA Information](#).

### **3.4 Eligibility Determinations of Claims Administrator Are Final and Binding**

The applicable Claims Administrator determines eligibility. The Claims Administrator is a fiduciary of the Program and has full discretion to interpret provisions of the SPD and the Plan Document and to make findings of fact. However, the Claims Administrator's determinations are subject to the interpretation of the Plan Document made by the Plan Administrator. Interpretations and eligibility determinations by the Claims Administrator are final and binding on Participants. If you would like the applicable Claims Administrator to determine whether you are eligible for coverage, you can file a Claim for an Eligibility Determination. See [Section 24. Claims Procedures](#).

### **3.5 Loss of Eligibility During Treatment**

If you or your eligible Dependent should lose eligibility while receiving dental treatment, only those Covered Services actually received while you or your eligible Dependent were covered under the Plan will be considered a covered expense. Certain procedures begun before the loss of eligibility may be covered provided that the services were completed within a 60-day period measured from the date of loss of eligibility. In those cases, Delta Dental evaluates those services in progress to determine what portion, if any, is payable by Delta Dental. The balance of the total fee is your responsibility.

## **Section 4. Enrollment**

### **4.1 Levels of Participation**

The levels of participation available are:

- Employee Only
- Employee plus Spouse
- Employee plus Domestic Partner
- Employee plus Child(ren)
- Employee plus Spouse and Child(ren)
- Employee plus Domestic Partner and Child(ren)

You must be enrolled in order to enroll your Dependent. You may enroll your Dependent only in the same Plan in which you are enrolled. For example, if you are enrolled in the Basic plan, your Dependent may not be enrolled in PPO High or a DMO.

Once you are enrolled in a Plan, you may view your claims information, eligibility status, benefit levels and annual maximums by visiting the Delta Dental Consumer Toolkit at [www.deltadentalmi.com](http://www.deltadentalmi.com). You will need to register and create a user name and password in order to access the Consumer Toolkit. During registration, you will be prompted for your Member ID Number, which is the Dow Employee's Number with three preceding zeroes (e.g., 000123456). From the Consumer Toolkit, you can also print an ID card showing your group number and the address for your Dentist to submit claims. An ID card is not required with Delta Dental, but it may be helpful for you and your Dependents.

## 4.2 Enrolling at the Beginning of Employment

To enroll for Program coverage upon your hire, enroll on the Dow Benefits web site or by calling the HR Service Center within 90 days of your date of hire.

- *If your enrollment is received within 31 days of your date of hire, coverage is effective on your date of hire.*
- *If your enrollment is received more than 31 days after your date of hire, but within 90 days of your date of hire, coverage begins as soon as practicable after your enrollment request is received (provided that you are still actively at work).*

If you do not enroll within 90 days of your date of hire, you will not have coverage, and you will not be eligible to enroll until the next annual enrollment period unless you have a special enrollment event or change in status that meets the consistency rules (see [Section 5. Mid-Year Election Changes](#)).

### Enrolling Your Spouse/Domestic Partner and Dependent Child(ren) at the Beginning of Employment—Proof of Eligibility

**If you are enrolling your Spouse/Domestic Partner and/or Dependent Child(ren), you must provide proof of their eligibility within 90 days of your date of hire (the “90-Day Deadline”).** Required documentation may include a Marriage certificate, Domestic Partner signed statement, birth certificate, adoption papers, or any other proof the Plan Administrator deems appropriate.

If you do not provide proof of Dependent eligibility by the 90-Day Deadline, you will receive a notification (“**Notification of Termination**”) that your Dependent’s coverage terminated as of the 90th day after your date of hire. You may provide proof of Dependent eligibility by no later than 30 days after the date of the Notification of Termination (the “**30-Day Deadline**”) to have your Dependent reinstated retroactive to the first day that your Dependent was enrolled in the Plan without being charged 102% of the full cost of coverage.

If you do not submit proof of Dependent eligibility by the 30-Day Deadline, the following rules will apply:

1. You will be charged 102% of the full cost of coverage (*i.e.*, without any employer subsidy, if applicable) retroactive to the first day that your Dependent was enrolled in the Plan through the date your Dependent’s coverage was terminated (*i.e.*, the 90-Day Deadline) and you will be given a deadline by the Plan Administrator to pay this amount and to again provide acceptable proof of Dependent eligibility.
2. If you fail to pay 102% of the full cost of coverage by the date determined by the Plan Administrator (whether or not you provide acceptable proof of Dependent eligibility), the Program may cancel coverage for your Dependent retroactive to the first day that your Dependent was enrolled in coverage. If coverage is cancelled retroactively, you will be required to reimburse the Plan for claims paid during the coverage period for your Dependent. See [Section 23. Payment of Unauthorized Benefits](#), for rules that apply if the Plan paid benefits while you and/or your Dependent were not eligible for coverage.
3. If you pay 102% of the full cost of coverage but you do not provide acceptable proof of Dependent eligibility by the date determined by the Plan Administrator, coverage will not be reinstated and will remain terminated as of the 90th day after your date of hire.
4. If you pay 102% of the full cost of coverage and you provide acceptable proof of Dependent eligibility by the date determined by the Plan Administrator, your Dependent will be reinstated retroactive to the first day that your Dependent was enrolled in the Plan and will remain covered under the Plan, as long as you continue to pay 102% of the full cost of coverage for the remainder of the Plan Year.



Additional or alternative actions might be taken on account of your or your Dependent's fraudulent actions or inactions or intentional misrepresentation. See [Section 8. Fraud Against the Program](#).

### 4.3 Enrolling During Annual Enrollment

Annual enrollment is typically held during the last quarter of the year and is handled electronically. You may enroll for coverage, switch plans, or waive coverage at this time.

#### Enrolling Your Spouse/Domestic Partner and Dependent Child(ren) During Annual Enrollment—Proof of Eligibility

If you wish to add a Dependent – either a Spouse/Domestic Partner or a child – during annual enrollment, you must make sure that your coverage level is appropriate when you enroll. **You must provide proof of Dependent eligibility no later than 90 days after the start of the applicable Plan Year (the “90-Day Deadline”).** Required documentation may include a Marriage certificate, Domestic Partner signed statement, birth certificate, adoption papers or any other proof the Plan Administrator deems appropriate.

If you do not provide proof of Dependent eligibility by the 90-Day Deadline, you will receive a notification (“**Notification of Termination**”) that your Dependent's coverage terminated as of the 90th day after the start of the Plan Year. You may provide proof of Dependent eligibility by no later than 30 days after the date of the Notification of Termination (the “**30-Day Deadline**”) to have your Dependent reinstated retroactive to the beginning of the Plan Year without being charged 102% of the full cost of coverage.

If you do not submit proof of Dependent eligibility by the 30-Day Deadline, the following rules will apply:

1. You will be charged 102% of the full cost of coverage (*i.e.*, without any employer subsidy, if applicable) retroactive to the first day that your Dependent was enrolled in the Plan (*i.e.*, January 1st) through the date your Dependent's coverage was terminated (*i.e.*, the 90-Day Deadline) and you will be given a deadline by the Plan Administrator to pay this amount and to again provide acceptable proof of Dependent eligibility.
2. If you fail to pay 102% of the full cost of coverage by the date determined by the Plan Administrator (whether or not you provide acceptable proof of Dependent eligibility), the Program may cancel coverage for your Dependent retroactive to the first day that your Dependent was enrolled in coverage. If coverage is cancelled retroactively, you will be required to reimburse the Plan for claims paid during the coverage period for your Dependent. See [Section 23. Payment of Unauthorized Benefits](#), for rules that apply if the Plan paid benefits while you and/or your Dependent were not eligible for coverage.
3. If you pay 102% of the full cost of coverage but you do not provide acceptable proof of Dependent eligibility by the date determined by the Plan Administrator, your Dependent's coverage will not be reinstated and will remain terminated as of the 90th day after the start of the Plan Year.
4. If you pay 102% of the full cost of coverage and you provide acceptable proof of Dependent eligibility by the date determined by the Plan Administrator, your Dependent will be reinstated retroactive to January 1st and will remain covered under the Plan, as long as you continue to pay 102% of the full cost of coverage for the remainder of the Plan Year.

Additional or alternative actions might be taken on account of your or your Dependent's fraudulent actions or inactions or intentional misrepresentation. See [Section 8. Fraud Against the Program](#).

If your Spouse is enrolled in a Plan, you may not dis-enroll your Spouse in anticipation of a divorce. You are required to continue coverage for your Spouse and pay the applicable premium. Under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), when your legal separation or divorce is final, your Spouse has a right to continue coverage under the Plan at 102% of the full cost of

coverage for a certain period of time. See [Section 9.2 COBRA Continuation Coverage](#) for more information about COBRA coverage.

### **Default Enrollment**

If at annual enrollment you fail to enroll or affirmatively waive coverage under the Plan that is offered by the Participating Employer within the time period specified in the annual enrollment brochure, your current dental plan elections will be automatically carried forward for the upcoming Plan Year, assuming you remain eligible for the coverage in which you are enrolled. However, each year, you must provide acceptable proof of your compliance with the [Working or Retired Spouse/Domestic Partner Rule](#).

If you were enrolled in the Delta Dental Plan under the Dow Corning Corporation Health and Welfare Benefits Plan for Active Employees or under the Dow Corning Corporation Health and Welfare Benefits Plan for Retirees and Inactive Employees on December 31, 2016, and you failed to enroll or affirmatively waive coverage under the Plan within the time period specified in the annual enrollment brochure, for the 2017 plan year, you were enrolled in the Delta Dental PPO High Plan, which is the Plan that was most comparable to your DCC dental benefits.

### **4.4 Dual Dow Coverage**

If you and your Spouse/Domestic Partner are each independently eligible for coverage under a Dow-sponsored dental plan, the following rules apply:

- You may each enroll in the Program separately, or one of you may enroll and carry the other as a Dependent.
- If you each enroll separately, either of you – but not both – may enroll your eligible Dependent Child(ren). (This rule also applies to divorced parents who are independently eligible for coverage.)
- If you enroll separately, your deductibles and out-of-pocket maximums will be calculated separately. There will be no coordination of benefits. (This rule also applies to divorced parents who are independently eligible for coverage.)

### **4.5 Change of Elections to Prevent Discrimination**

The Plan Administrator has the authority to change the benefit elections of certain Participants if such a change is necessary to prevent the Program from becoming discriminatory within the meaning of Section 125(b) of the Internal Revenue Code (the “Code”). If the Plan Administrator determines or is informed by the plan administrator of The Dow Chemical Company Flexible Spending Plan (the “Dow Flexible Spending Plan”) before or during any plan year that the Dow Flexible Spending Plan may fail to satisfy, for such plan year, any nondiscrimination requirement imposed by the Code, or any limitation on benefits provided to key Employees or Highly Compensated Employees, the Plan Administrator shall take such action as the Plan Administrator deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification of elections by Highly Compensated Employees or key Employees with or without the consent of such Employees.

## **Section 5. Mid-Year Election Changes**

In general, you purchase your Employee, Spouse, and Dependent Child coverage under the Program with premiums that are pre-tax dollars through the Dow Flexible Spending Plan, a plan intended to qualify under Section 125 of the Code as a “cafeteria plan.” You may not enroll in the Plans outside of the enrollment periods described in [Section 4. Enrollment](#) and pay premiums on a pre-tax basis, unless you meet the requirements of this Section 5. This Section 5 describes the rules for making a mid-year election change

to enrollment in the Plans, including for special enrollment events or a “change in status,” the exceptions to these rules, as well as the documentation required and deadlines for making a mid-year election change. Your ability to enroll yourself or your Dependent in a Plan pursuant to mid-year election change rules is subject to the eligibility rules for the Plans. See [Section 3. Eligibility](#).

You may generally change your enrollment in the Program or a Plan or change your level of participation (e.g., Employee Only, Employee Plus Spouse, or Family) as follows:

- During annual enrollment, you may make any change to your participation in the Program, including enrolling or disenrolling in the Program, changing to a different Plan, or changing your level of Participation by adding or dropping Dependents.
- If you have a special enrollment event described in [Section 5.1 Special Enrollment Provisions](#) or another permissible change event described in [Section 5.4 Other Permissible Changes](#), you may enroll, increase your level of participation, or change to a different Plan outside of annual enrollment.
- If you have a “change in status”, you will be permitted to change, outside of annual enrollment, your enrollment in the Program or a Plan or change your level of participation only to the extent that the change is consistent with the event. For example, you will be permitted to drop a Dependent following a change in status event only if the Dependent is no longer eligible for the Program as a result of the event.

Because of IRS rules, Domestic Partner coverage and coverage for children of a Domestic Partner who are not your tax dependents are generally purchased with post-tax dollars. The Program administers change in status events and the consistency rules the same way with respect to Domestic Partners as Spouses, regardless of the post-tax treatment by IRS, to the extent that such administration does not jeopardize the tax qualified status of the Program.

## 5.1 Special Enrollment Provisions

You may be eligible to enroll yourself and/or a Dependent in the Program outside of annual enrollment if one of the following special enrollment events occurs:

- **Loss of Other Dental Coverage.** If you decline enrollment in the Plans for you or your Dependent(s) (including your Spouse/Domestic Partner) because you have other dental insurance coverage, you may in the future enroll yourself or your eligible Dependent(s) outside of the usual annual enrollment period if you or your Dependent loses eligibility for the other coverage or the other employer ceases to make employer contributions for the other coverage. In order to have coverage under the Plans, you or your eligible Dependent must enroll in the Plans within 90 days after the other coverage ends. However, if you or your Dependent declined Dow-sponsored coverage because of other coverage provided through COBRA, you or your Dependent must wait until the annual enrollment period unless the entire period of coverage available under the COBRA coverage has been exhausted. An individual need not elect COBRA coverage under another health plan in order to use these special enrollment provisions.
- **Marriage, Birth, or Adoption.** Subject to the eligibility rules in [Section 4.3 Dependent Eligibility](#), if you have a new Dependent as a result of Marriage, Domestic Partnership, birth, adoption, or placement for adoption, you may receive coverage under the Program for yourself and your new Dependent if you enroll in the Program within 90 days after the Marriage, Domestic Partnership, birth, adoption, or placement for adoption.
- **Loss of Medicaid or SCHIP.** If you or your Dependent either (i) loses coverage under Medicaid or a State Child Health Insurance Plan (“SCHIP”), or (ii) becomes eligible for premium assistance

under the Program through Medicaid or SCHIP, you may receive coverage for yourself and your Dependent if you enroll within 90 days.

In order to enroll in the Program because of a special enrollment event described above, you must provide proof of the event in accordance with [Section 5.6 Documentation of Eligibility Required to Make Election Changes](#) and enroll by the deadline described in [Section 5.7 Deadline to Enroll for Mid-Year Changes](#). Your enrollment will be effective as of the date described in [Section 5.7 Deadline to Enroll for Mid-Year Changes](#).

## 5.2 Change in Status

For purposes of the Dow Flexible Spending Plan, a “**change in status**” is an event listed in one of the bullets below:

- An event that changes your legal marital status, including Marriage, Domestic Partnership, death of your Spouse/Domestic Partner, divorce, annulment, or Termination of Domestic Partnership.
- An event that changes your number of Dependents, including birth, adoption, placement for adoption, or death of your Dependent.
- A termination or commencement of employment for you or your Spouse/Domestic Partner or Dependent Child.
- A reduction or increase in hours of employment for you or your Spouse/Domestic Partner or Dependent Child.
- Your Dependent satisfies or ceases to satisfy the definition for “Dependent Child.”
- A change in the place of residence or work for you or your Spouse/Domestic Partner or Dependent Child.
- Your Spouse/Domestic Partner or Dependent Child gains eligibility for coverage under his or her employer’s health plan.

## 5.3 Consistency Rules

In addition to having a “change in status,” you also must meet both of the following consistency rules:

1. The change in status **must result** in you, your Spouse/Domestic Partner, or your Dependent Child **gaining or losing** eligibility for coverage under either the Program or the parallel plan of your Spouse/Domestic Partner or Dependent Child’s employer.
2. The **election change** to the Dow-sponsored plan **must correspond** with that gain or loss of coverage.

## 5.4 Other Permissible Changes

You may change your enrollment in the Program or a Plan or your participation level mid-year without having met the change in status and consistency rule requirements only under the following circumstances and only to the extent permitted by the following rules:

- **Court Orders** – You may change your election mid-year if a court order resulting from a divorce, annulment, or change in legal custody (including a Qualified Medical Child Support Order), requires a change in your dental plan election.
- **Entitlement to Medicare or Medicaid** – If you, your Spouse/Domestic Partner or Dependent are enrolled in the Program and become entitled to coverage (i.e., enrolled) under Medicare or Medicaid mid-year (other than for coverage consisting solely for distribution of pediatric vaccines), you may cancel your Program coverage.

- **Significant Cost or Coverage Changes** – If your Spouse/Domestic Partner is covered by his or her employer’s dental plan, which allows him or her to change his or her benefit plan election because of a significant change in cost or coverage under the employer’s plan, such change in his or her election may allow you to change your Dow election. If your Spouse’s/Domestic Partner’s employer’s enrollment period is different from Dow’s, your Spouse’s/Domestic Partner’s election under his or her employer’s plan may constitute a significant coverage change allowing you to change your Dow election. In each case, your new election must be on account of and correspond with the change under your Spouse’s/Domestic Partner’s employer plan.
- **Special Enrollment Rights** – You may enroll yourself and/or a Dependent in a Plan mid-year if you meet, and to the extent permitted by, the special enrollment requirements addressed in [Section 5.1 Special Enrollment Provisions](#).

## 5.5 Examples Applying the Mid-Year Election Change Rules

The table below shows some of the more common special enrollment or change in status events and the associated change you are permitted to make. Any change is subject to meeting the Dependent eligibility rules and the eligibility rules for the relevant coverage option, as applicable.

Event	Permissible Change
Gain a Dependent <ul style="list-style-type: none"> <li>• Birth</li> <li>• Adoption</li> <li>• Marriage</li> <li>• Domestic Partnership</li> </ul>	You may enroll, you may increase your level of participation ( <i>e.g.</i> , Employee Only to Employee plus Spouse), or you may change to a different coverage option ( <i>e.g.</i> , from Basic to PPO High or a DMO).
Lose a Dependent <ul style="list-style-type: none"> <li>• Divorce</li> <li>• Death</li> <li>• Dependent loses eligibility</li> <li>• Termination of Domestic Partnership</li> </ul>	You may decrease your level of participation ( <i>e.g.</i> , Employee plus Spouse to Employee Only). You may not change to a different coverage option ( <i>e.g.</i> , from Basic to PPO High or a DMO) or cancel your participation.
Spouse/Domestic Partner loses dental coverage elsewhere	You may enroll, increase your level of participation ( <i>e.g.</i> , Employee Only to Employee plus Spouse), or change to a different coverage option ( <i>e.g.</i> , from Basic to PPO High or a DMO).
Move out of DMO service area	You may change to a different coverage option if you were enrolled in a DMO and move out of the DMO’s service area. You may not change your level of participation ( <i>e.g.</i> , Employee Only to Employee plus Spouse).
Move into an DMO service area	You may enroll in or change to a DMO for which you become eligible as a result of moving. You may not otherwise switch your coverage option ( <i>e.g.</i> , from Basic to PPO High or a DMO) or change your level of participation ( <i>e.g.</i> , Employee Only to Employee plus Spouse).

## 5.6 Documentation of Eligibility Required to Make Election Changes

Documentation is required to show proof of eligibility to make a mid-year election change for yourself and/or a Dependent, and, if applicable, to show proof of Dependent eligibility. Required documentation may include birth certificates, passports, Marriage certificates, Domestic Partner signed statements, Social Security Numbers, evidence of loss of Spouse's/Domestic Partner's or Dependent Child's employment, or any other form of proof the Plan Administrator deems appropriate. The Program reserves the right to, at any time, request proof of eligibility.

In general, you are required to provide proof of eligibility to make a mid-year election change for yourself and/or a Dependent, and, if applicable, proof of Dependent eligibility by day 90 after the change in status or special enrollment event (the “**90-Day Deadline**”). If you do not provide such proof by the 90-Day Deadline, you will receive a notification (“**Notification**”) that coverage for anyone enrolling mid-year (*i.e.*, you and/or your Dependent) terminated as of the 90-Day Deadline. You may provide proof by no later than 30 days after the Notification (the “**30-Day Deadline**”) to have you and/or your Dependent reinstated retroactive to the first day that you and/or your Dependent were enrolled in the Plan without being charged 102% of the full cost of coverage.

If you do not submit such proof by the 30-Day Deadline, the following rules will apply:

- 1 You will be charged 102% of the full cost of coverage (*i.e.*, without any employer subsidy, if applicable) retroactive to the first day that you and/or your Dependent were enrolled in the Plan through the date you and/or your Dependent's coverage were terminated (*i.e.*, the 90-Day Deadline) and you will be given a deadline by the Plan Administrator to pay this amount and to again provide acceptable proof of Dependent eligibility.
- 2 If you fail to pay 102% of the full cost of coverage by the date determined by the Plan Administrator (whether or not you provide acceptable proof of eligibility to make a mid-year election change and/or proof of Dependent eligibility), the Program may cancel coverage for you and/or your Dependent retroactive to the first day that you and/or your Dependent were enrolled in coverage. If coverage is cancelled retroactively, you will be required to reimburse the Plan for claims paid during the coverage period for you and/or your Dependent. See [Section 23. Payment of Unauthorized Benefits](#), for rules that apply if the Plan paid benefits while you and/or your Dependent were not eligible for coverage.
- 3 If you pay 102% of the full cost of coverage but you do not provide acceptable proof of eligibility by the date determined by the Plan Administrator, coverage will not be reinstated and will terminate as of the 90th day after the change in status or special enrollment event.
- 4 If you pay 102% of the full cost of coverage and you provide acceptable proof of eligibility by the date determined by the Plan Administrator, you and/or your Dependent will be reinstated retroactive to the first day that you and/or your Dependent were enrolled in the Plan and will remain covered under the Plan, as long as you continue to pay 102% of the full cost of coverage for the remainder of the Plan Year.

Additional or alternative actions might be taken on account of your or your Dependent's fraudulent actions or inactions or intentional misrepresentation. See [Section 8. Fraud Against the Program](#).

### Dropping an Ineligible Dependent

If a Dependent becomes ineligible for the Program or a Plan, you are required to update your enrollment information on the Dow Benefits web site or notify the HR Service Center as explained in [Section 3.2 Dependent Eligibility](#). If you fail to timely notify Dow that your Dependent is ineligible, you will continue to be obligated to pay premiums for the ineligible Dependent, coverage for the ineligible Dependent may be dropped retroactively (even if you paid premiums for the ineligible Dependent), and you may be required to reimburse the Plan for any benefits it already paid on behalf of the ineligible Dependent.

## **Dropping or Adding a Domestic Partner**

The Program will cease to recognize a Domestic Partnership as of the date stated on a valid “Termination of Domestic Partner Relationship” form filed with the Plan Administrator.

After you file a “Termination of Domestic Partner Relationship” form with the Plan Administrator, you must wait at least twelve (12) months before you may add a new Domestic Partner as your Dependent. At that time, you must file a new “Statement of Domestic Partner Relationship” form for the new Domestic Partner.

## **5.7 Deadline to Enroll for Mid-Year Changes**

For any change made at any time outside of annual enrollment (typically in the fall of each year), you must submit the required proof of eligibility in accordance with [Section 5.6 Documentation of Eligibility Required to Make Election Changes](#) and request enrollment within 90 days of the change in status or special enrollment event (or within 180 days for geographic relocation under the Participating Employer’s relocation policy) in order to avoid being charged 102% of the full cost of coverage.

The effective date of a mid-year election change will be as follows:

- For the birth of a child, the date of birth.
- For the adoption of a child, the earlier of the date of adoption or date of placement for adoption.
- For a court order, the date specified in the court order.
- In all other cases:

If the Plan Administrator receives your enrollment request within 31 days of the change in status or special enrollment event, the effective date of the mid-year election change will be the date of the change in status or special enrollment event.

If the Plan Administrator receives your enrollment request on day 32 through 90 after the change in status or special enrollment event, the effective date of the mid-year election change will be the Plan Administrator’s processing date.

Reminder: If you make new enrollment elections upon geographic relocation, be certain to confirm your dental provider participates in your chosen Network before services are performed.

# **Section 6. Premiums**

## **6.1 Your Contribution**

You and Dow share the premium costs for your dental coverage. Your contributions are made through payroll deductions. For your portion of the monthly premium, refer to the materials provided during the annual enrollment period.

In general, contributions for coverage for you, your Spouse and/or your Dependent Child(ren) are deducted on a pre-tax basis. Because of IRS regulations, contributions for Domestic Partner coverage are deducted on a post-tax basis. Coverage for children of Domestic Partners also must generally be paid on a post-tax basis, unless the child is your dependent and cannot be claimed as a dependent on someone else’s tax return, such as your Domestic Partner’s tax return.

If the last payroll period for a Plan Year occurs partly during a current Plan Year and partly during the next Plan Year, the Plan Administrator has the full and complete discretion to modify your contributions in any

way that the Plan Administrator deems administratively efficient, including modifying your contributions for the last payroll period without your consent.

The Company's contribution towards the monthly cost for coverage for a Less-Than-Full-Time ("LTFT") Employee is pro-rated, except that a LTFT Employee who has 70 Active Employee Points shall be offered coverage at the same Employee contribution amount that a Full-Time Employee pays.

## **6.2 Failure to Pay Required Premiums**

Your failure to pay the full amount of premiums due by the date required by the Plan Administrator may result in no coverage or in cancellation of coverage, including retroactive termination of coverage. The Plan Administrator, in its sole discretion, may determine whether you are delinquent in paying premiums. In general, you are considered delinquent if required premiums are more than 90 days past due. If you become delinquent in paying premiums:

- You must reimburse the Plan for premiums you did not pay during any period in which you received coverage under the Plan.
- Your Dow dental coverage (including coverage for your Dependent(s)) may be terminated on a prospective basis, or retroactive as of the date for which required premiums were not paid.
- Before you re-enroll for Dow dental coverage, you must first reimburse the Plan for any unpaid premiums you owe, and you may be required to pay 102% of the full cost of coverage for the remainder of the Plan Year.

The Plan reserves the right to require you to pre-pay premiums in order to receive coverage.

In addition, the provisions of [Section 23. Payment of Unauthorized Benefits](#), may apply if benefits were paid to, or on behalf of, you or your Dependent(s) during a period for which you did not have coverage, including as a result of a retroactive cancellation of coverage.

## **6.3 Excess Premium Payments**

If you enrolled for Dependent coverage and failed to provide proof of Dependent eligibility satisfactory to the Plan Administrator or to notify the Plan Administrator of a Dependent's ineligibility within the required time period, and/or the Plan Administrator determines that your Dependent(s) is (are) not eligible for coverage, the Program reserves the right not to refund the premiums you paid, and to cancel coverage of your Dependent(s) retroactive to the date you enrolled your Dependent(s). In addition, the Plan Administrator may require that you continue to pay premiums at the same enrollment level until you change your coverage during the next annual enrollment, even though coverage for your Dependent(s) was dropped retroactively effective to the date of ineligibility.

## **6.4 Premiums During a Benefits Protected Leave of Absence**

During certain approved leaves of absences, coverage under the Program may continue if the required premiums are paid. During paid leaves of absences, the premiums must be paid by payroll deduction or any other means the Plan Administrator deems appropriate or necessary to collect the premiums.

If you take an approved unpaid leave of absence under the Participating Employer's Family or Medical Leave Policy, the Plan Administrator will continue to maintain your Plan benefits during the approved leave on the same terms and conditions as if you were still an active Employee. You must pay your share of the premium in one of the ways described below. Unless you provide written notification to the Plan Administrator at least two (2) weeks prior to the beginning of the leave as to which method of payment you select, method three (3) is the default.



1. With after-tax dollars, by sending monthly payments to the Plan Administrator by the due date established by the Plan Administrator.
2. With pre-tax dollars, by pre-paying all or a portion of the premium for the expected duration of the leave on a pre-tax salary reduction basis out of pre-leave compensation.
3. The Employer may fund coverage during the leave and withhold “catch up” amounts upon your return.
4. Under another arrangement agreed upon between you and the Plan Administrator.

If your coverage ceases while on family or medical leave, you will be permitted to re-enter the Plan upon return from such leave on the same basis as you were participating in the Plan prior to the leave.

## **Section 7. Information Exchanged by the Program’s Business Associates**

Dow and the Plan Administrator have contracted with business associates for various services. Claims information concerning Participants and Participant identifying information such as Social Security numbers may be transferred or shared among the various business associates. The Company may use aggregate data and summary health information, as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), to evaluate Program design changes and premium sharing ratios. The Program’s business associates have or will have entered into a contract with Dow and/or the Plan Administrator to protect individually identifiable health information in accordance with HIPAA. See [Appendix B - Notice of Privacy Practices](#) for more information.

## **Section 8. Fraud Against the Program**

If you intentionally misrepresent information to the Program or Plan, knowingly withhold relevant information from the Program or Plan, or deceive or mislead the Program or Plan, the Plan Administrator may (1) terminate your participation in the Plan, either retroactively to the date deemed appropriate by the Plan Administrator, or prospectively; (2) require you to reimburse the Plan for amounts it paid to you or your Dependent(s), including all costs of collection such as attorneys’ fees and court costs; and/or (3) prohibit you from enrolling in the Program. In addition, your employer may terminate your employment, pursue civil and/or criminal action against you, or take other legal action. If you or your Dependent(s) are terminated from eligibility under any benefit plan sponsored by Dow or a Dow affiliate because of a violation of a similar section of that benefit plan, the Plan Administrator may determine that you and your Dependent(s) are not eligible for coverage under the Program.

## **Section 9. Ending Coverage**

### **9.1 When Coverage Ends**

Except as otherwise provided in this Section 9.1, a Participant’s coverage ends when any of the following occurs:

- The Participant no longer meets the eligibility requirements
- The Participant elects not to participate for the Plan Year
- The Participant’s death
- Termination of the Plan or Program

- Failure to pay the required premiums
- Failure to reimburse the Program for claims paid by the Program that, under the terms of the Program, you or your Dependent is required to reimburse the Program
- Failure to comply with the terms and conditions of the Program or the Plans
- Providing false or misleading information to the Program or the Plans

When your Dependent is no longer eligible, or dies, update your enrollment information on the Dow Benefits web site or by contacting the HR Service Center within 90 days of the loss of eligibility. You may qualify for a reduction in your monthly premium. If you qualify for a reduction in premium, the premium will be reduced effective as of the date your updated enrollment information is processed. The loss of coverage for your Dependent, however, will occur on the date your Dependent becomes ineligible (*e.g.*, the end of the month in which the child turns age 26), whether or not a reduction in your monthly premium occurs.

If you cease to be eligible to participate in the Program due to a voluntary termination of employment and you are eligible for either The Dow Chemical Company Retiree Medical Program, the Union Carbide Corporation Retiree Medical Care Program, or the Rohm and Haas Retiree Medical Care Program, your coverage terminates on the last day of the month in which you terminate employment. If you cease to be eligible to participate in the Program and elect COBRA continuation coverage, your coverage terminates at the times described in [How Is COBRA Coverage Provided?](#), below. Generally, your Dependent's coverage under the Plan will terminate when your coverage terminates unless your Dependent elects COBRA (See [Section 9.2 COBRA Continuation Coverage](#)).

## 9.2 COBRA Continuation Coverage

COBRA continuation coverage is a temporary extension of coverage under the Program. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). COBRA continuation coverage may become available to you and to other members of your family who are covered under the Program when you or they would otherwise lose group health coverage.

There may be other coverage options for you and your family and some of these options may cost less than COBRA continuation coverage. You could be eligible to buy coverage through the Health Insurance Marketplace and for a tax credit that lowers your monthly premiums. You should be able to see what your premium, deductibles, and out-of-pocket costs will be for coverage purchased through the Marketplace before you enroll. Being eligible for COBRA does not limit your eligibility for coverage for a tax credit through the Marketplace (but enrolling in COBRA may affect your eligibility for a tax credit). Additionally, you may qualify for a special enrollment opportunity for another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days after the qualifying event.

Although COBRA does not apply to Domestic Partners, the Program provides Domestic Partners the same protection it provides Spouses that are covered under COBRA, consistent with the Program's definition and rules concerning Domestic Partners, and to the extent that it does not jeopardize the tax qualified status of the Program.

This section of the SPD generally explains COBRA continuation coverage, when it may become available to you and what you need to do to protect the right to receive it. For additional information about your rights and obligations under the Program and under federal law, you may contact the Plan Administrator or the COBRA Administrator.

One of the Plan Administrators of the Program is the North America Health and Insurance Plans Leader:

North America Health and Insurance Plans Leader

The Dow Chemical Company  
North America Benefits  
P.O. Box 2169  
Midland, MI 48641  
(877) 623-8079

COBRA continuation coverage for the Program is administered by Willis Towers Watson's BenefitConnect COBRA product (the "COBRA Administrator"):

BenefitConnect COBRA Service Center  
P.O. Box 919051  
San Diego, CA 92191-9863  
(877) 292-6272

### **What Is COBRA Continuation Coverage?**

COBRA continuation coverage is a continuation of coverage under the Program when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your Spouse, and your Dependent Child(ren) could become qualified beneficiaries if coverage under the Program is lost because of the qualifying event. Under the Program, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an Employee, you will become a qualified beneficiary if you lose your coverage under the Program because of either of the following qualifying events:

1. Your hours of employment are reduced, or
2. Your employment ends for any reason other than your gross misconduct.

If you are the Spouse of an active Employee, you will become a qualified beneficiary if you lose your coverage under the Program because of any of the following qualifying events:

1. Your spouse dies;
2. Your spouse's hours of employment are reduced (only applicable to spouses who are active Employees working for a Participating Employer);
3. Your spouse's employment ends for any reason other than his or her gross misconduct (only applicable to spouses who are active Employees working for a Participating Employer);
4. Your spouse enrolls in Medicare (Part A, Part B, or both); or
5. You become divorced or legally separated from your spouse.

As explained under [Section 9.2 COBRA Continuation Coverage](#), although federal COBRA requirements do not apply to Domestic Partners, the Program provides Domestic Partners with comparable protection to Spouses for the qualifying events described above.

Your Dependent Child(ren) will become qualified beneficiaries if they lose coverage under the Program because of any of the following qualifying events:

1. The parent-Employee dies;
2. The parent-Employee's hours of employment are reduced (only applicable to active Employees working for a Participating Employer);

3. The parent-Employee's employment ends for any reason other than his or her gross misconduct (only applicable to active Employees working for a Participating Employer);
4. The parent-Employee enrolls in Medicare (Part A, Part B, or both);
5. The parents become divorced or legally separated; or
6. The child stops being eligible for coverage under the Program as a "Dependent Child."

### **When Is COBRA Coverage Available?**

The Program will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been timely notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's enrollment in Medicare (Part A, Part B, or both), the employer must notify the COBRA Administrator of the qualifying event within 30 days of any of these events.

### **IMPORTANT: You Must Give Notice of Some Qualifying Events**

For the other qualifying events (divorce or legal separation or a Dependent Child's losing eligibility for coverage as a Dependent Child), **you must notify the Plan Administrator within 60 days after the qualifying event occurs.** Except for divorce, you may provide this notice by calling the Plan Administrator at the telephone number provided above. In addition, you must complete and submit the forms described below within the time required. Written notice is required if the qualifying event is divorce. If you are providing written notice, you must send this notice to the Plan Administrator at the address above. In addition, if the qualifying event is divorce, you must provide the following to the Plan Administrator within 60 days of the qualifying event:

- A copy of the page of the divorce decree that specifies the names of the parties of the divorce
- A copy of the page of the divorce decree that shows the judge's signature and the effective date of the divorce
- Former Spouse's mailing address
- Former Spouse's Social Security number

If your Domestic Partnership ends, you must provide the Plan Administrator with a valid "Termination of Domestic Partner Relationship" form within 60 days of the end of the Domestic Partnership.

If the qualifying event is a Dependent Child's loss of eligibility for coverage under a Plan, you must call the HR Service Center within 60 days of the Dependent losing eligibility for coverage.

If these procedures are not followed or if the notice is not provided to the Plan Administrator within the time required, any Spouse/Domestic Partner, or Dependent Child who loses coverage will NOT BE OFFERED THE OPTION TO ELECT CONTINUATION COVERAGE.

### **How Is COBRA Coverage Provided?**

Once the Plan Administrator receives timely notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. For example, both you and your Spouse may elect continuation coverage, or only one of you. You may elect COBRA continuation coverage on behalf of your Spouse, and parents may elect COBRA continuation coverage on behalf of their children.

To elect COBRA continuation coverage, a qualified beneficiary must complete the COBRA Administrator's election form. The completed election form must be provided to the COBRA Administrator within 60 days of being provided a COBRA election notice, at the address provided on the election form and following the procedures specified on the form. If the election form is mailed, it must be

postmarked no later than the last day of the 60-day election period. If a qualified beneficiary does not elect continuation coverage within this 60-day election period, the qualified beneficiary WILL LOSE HIS OR HER RIGHT TO ELECT CONTINUATION COVERAGE.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is your death, your enrollment in Medicare (Part A, Part B, or both), your divorce or legal separation, or your Dependent Child losing eligibility as a Dependent Child, COBRA continuation coverage may continue for up to a total of 36 months. When the qualifying event is the end of employment or reduction of your hours of employment, COBRA continuation coverage may continue for up to a total of 18 months. There are three ways in which this 18-month period of COBRA continuation coverage may be extended:

(1) Medicare Extension for Spouse and Dependent Children

When the qualifying event is the end of employment or reduction of your hours of employment, and you enrolled in Medicare benefits fewer than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than you may continue until 36 months after the date of Medicare enrollment. For example, if you become enrolled in Medicare 8 months before the date on which your employment terminates, COBRA continuation coverage for your Spouse and Dependent Child(ren) may continue up to 36 months after the date of Medicare enrollment, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months).

(2) Disability Extension of 18-Month Period of Continuation Coverage

When the qualifying event is the end of employment or a reduction of your hours of employment, and you or anyone in your family covered under the Program is determined by the Social Security Administration to be disabled and you provide written notice to the COBRA Administrator by the time specified below, the qualified beneficiary may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability must have started at some time before the 60<sup>th</sup> day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

You or the qualified beneficiary must provide written notice and a copy of the written determination of disability from the Social Security Administration to the COBRA Administrator at the address indicated above within 60 days of the date of the determination of disability by the Social Security Administration and prior to the end of the 18-month continuation period. You or the qualified beneficiary may be charged up to 150% of the group rate during the 11-month disability extension. If the qualified beneficiary is no longer disabled under Title II or XVI of the Social Security Act, you must notify the COBRA Administrator at the address indicated above within 30 days upon the determination that the qualified beneficiary is no longer disabled. If these procedures are not followed or if the notice is not provided in writing to the COBRA Administrator within the required period, THEN THERE WILL BE NO DISABILITY EXTENSION OF COBRA CONTINUATION COVERAGE.

(3) Second Qualifying Event Extension of 18-Month Period of Continuation Coverage

When the qualifying event is the end of employment or reduction in your hours of employment and your family experiences another qualifying event while receiving COBRA continuation coverage, your Spouse and Dependent Child(ren) may receive up to 18 additional months of COBRA continuation coverage, up to a maximum of 36 months, provided that notice of the second qualifying event is properly given to the COBRA Administrator. This extension may be available to the Spouse and Dependent Child(ren) if the former Employee dies, enrolls in Medicare (Part A, Part B, or both) and this causes a loss of coverage under the Program, or gets divorced or legally separated. The extension may also be available to a Dependent Child when that child stops being eligible under the Program as a Dependent Child. The extension is only available if the event would have caused the Spouse and Dependent Child(ren) to lose coverage under the Program had the first qualifying event not occurred.

In all of these cases, you must make sure that the COBRA Administrator is notified in writing of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the COBRA Administrator at the address indicated above. If these procedures are not followed or if the notice is not provided in writing to the COBRA Administrator within the required period, THEN THERE WILL BE NO EXTENSION OF COBRA CONTINUATION COVERAGE.

### **Can COBRA Continuation Coverage Terminate Before the End of the Maximum Coverage Period?**

Continuation coverage terminates before the end of the maximum period if (1) any required premium is not paid on time; (2) after electing COBRA coverage, a qualified beneficiary becomes covered under another group health plan; (3) after electing COBRA coverage, a qualified beneficiary enrolls in Medicare; or (4) the employer ceases to provide any group health plan for its employees. Continuation coverage may also be terminated for any reason the Program would terminate coverage of a participant or beneficiary not receiving continuation coverage (such as fraud).

You must notify the Plan Administrator in writing within 30 days if, after electing COBRA coverage, a qualified beneficiary becomes covered under another group health plan or enrolls in Medicare Part A or B (or both). The Program reserves the right to retroactively cancel COBRA coverage and in that case will require reimbursement of all benefits paid after the date of commencement of other group health plan coverage or Medicare entitlement.

### **How Much Does COBRA Continuation Coverage Cost?**

Generally, each qualified beneficiary may be required to pay the entire cost of continuation coverage. The amount a qualified beneficiary may be required to pay may not exceed 102% (or, in the case of continuation coverage due to disability, 150%) of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly-situated plan participant or beneficiary who is not receiving continuation coverage.

#### *First Payment of Continuation Coverage*

If you elect continuation coverage, you do not have to send any payment for continuation coverage with the election form that you receive from the COBRA Administrator. However, you must make your first payment within 45 days after the date of your election. (This is the date the election notice is post-marked, if mailed.) **If you do not make your first payment for continuation coverage within those 45 days, you will lose all continuation coverage rights of the Program.**

Your first payment must cover the cost of continuation coverage from the time your coverage under the Program would have otherwise terminated through the month before the month in which you make your first payment. You are responsible for making sure that the amount of your first payment is enough to cover this entire period. You may contact the COBRA Administrator to confirm the correct amount of your first payment.

Your first payment for continuation coverage should be sent to the address indicated on the election notice provided at the time of your COBRA qualifying event.

#### *Periodic Payments for Continuation Coverage*

After you make your first payment for continuation coverage, you will be required to pay for continuation coverage for each subsequent month of coverage. Under the Program, these periodic payments for continuation coverage are due on the date indicated on your payment coupons from the COBRA Administrator. If you make a period payment on or before its due date, your coverage under the Program will continue for that coverage period without any break. You must make your payment by the due date or within the grace period (discussed below).

Periodic payments for continuation coverage should be sent to the address indicated on the election notice provided at the time of your COBRA qualifying event.

#### Grace Periods for Periodic Payments

Although periodic payments are due on the dates shown above, you will be given a grace period of 30 days to make each periodic payment. Your continuation coverage will be provided for each coverage period so long as payment for that coverage period is made before the end of the grace period for that payment. If you fail to make a periodic payment before the end of the grace period for that payment, you will lose all rights to continuation coverage under the Program.

### **More Information About Individuals Who May Be Qualified Beneficiaries**

#### Children Born to or Placed for Adoption with the Covered Employee during COBRA Period

A child born to, adopted by or placed for adoption with you when you are receiving continuation coverage is considered to be a qualified beneficiary if you are a qualified beneficiary and you have elected continuation coverage for yourself. The child's COBRA coverage begins when the child is enrolled in the Program, whether through special enrollment or annual enrollment, and it lasts for as long as COBRA coverage lasts for your family members. To be enrolled in the Plan, the child must satisfy the otherwise applicable Program eligibility requirements (for example, regarding age).

#### Alternate Recipients under QMCSOs

A child who is receiving benefits under a Program pursuant to a Qualified Medical Child Support Order ("QMCSO") received by the Plan Administrator during your period of employment with the employer is entitled to the same rights under COBRA as a Dependent Child, regardless of whether that child would otherwise be considered a Dependent.

### **Are There Other Coverage Options Besides COBRA Continuation Coverage?**

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

### **If You Have Questions**

Questions about the Program or your COBRA continuation coverage rights should be addressed to the Plan Administrator or the COBRA Administrator. For information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act ("HIPAA"), and other laws affecting group health plans, visit the U.S. Department of Labor's Employee Benefits Security Administration ("EBSA") website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa) or call their toll-free number at 1-888-444-3272. For more information about health insurance options available through a Health Insurance Marketplace, visit <http://www.healthcare.gov>.

### **Keep the Program Informed of Address Changes**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

## Section 10. Subrogation

As used in this Section 10, these terms have the following meaning:

- “Covered Person” means a Participant, the parents and legal guardians of a Participant who is a minor, and the heirs, administrators, and executors of a Participant’s estate.
- “Responsible Party” means any party actually, possibly, or potentially responsible for making any payment to a Covered Person due to a Covered Person’s injury, illness or condition, without regard to whether such party caused the illness, injury, or condition. The term “Responsible Party” includes the liability insurer of such party, any Insurance Coverage, and any employer, agent, or principal of such party.
- “Insurance Coverage” refers to any coverage providing medical or dental expense coverage or liability coverage including, but not limited to, uninsured motorist coverage, underinsured motorist coverage, personal umbrella coverage, medical payments coverage, workers compensation coverage, no-fault automobile insurance coverage or any first party insurance coverage.

### 10.1 The Program’s Entitlement to Reimbursement

**Subrogation.** Immediately upon paying or providing any benefit under this Program, the Program shall be subrogated (stand in the place of) all rights of recovery a Covered Person has against any Responsible Party with respect to any payment made by the Responsible Party to the Covered Person due to the Covered Person’s injury, illness or condition to the full extent of benefit provided or to be provided by the Program.

**Reimbursement.** If a Covered Person receives any payment from a Responsible Party as a result of an injury, illness or condition, the Program has the right to recover from, and be reimbursed by, the Covered Person for all amounts the Program has paid and will pay as a result of that injury, illness or condition (including attorneys’ fees and other costs incurred in enforcing the Program’s rights), up to and including the full amount the Covered Person receives from any Responsible Party.

**Constructive Trust.** By accepting benefits (whether the payment of such benefits is made to the Covered Person or made on behalf of the Covered Person to any provider) from the Program, the Covered Person agrees that if he/she receives any payment from any Responsible Party as a result of an injury, illness or condition, he/she will serve as a constructive trustee over the funds that constitute such payment. Failure to hold such funds in trust will be deemed a breach of the Covered Person’s fiduciary duty to the Program, and the Program may pursue equitable remedies to recover the monies or withhold future benefits until reimbursement is made.

**Lien Rights.** The Program will automatically have a lien to the extent of benefits paid by the Program for the treatment of the illness, injury or condition for which the Responsible Party is alleged to be liable. The lien shall be imposed upon any recovery whether by settlement, judgment or otherwise related to any illness, injury or condition for which the Program paid benefits. The lien may be enforced against any party who possesses funds or proceeds representing the amount of benefits paid by the Program including, but not limited to, the Covered Person; the Covered Person’s representative or agent; the Responsible Party, the Responsible Party’s insurer, representative or agent; and/or any other source possessing funds representing the amount of benefits paid by the Program.

**First-Priority Claim.** By accepting benefits (whether the payment of such benefits is made to the Covered Person or made on behalf of the Covered Person to any provider) from the Program, the Covered Person acknowledges that the Program’s recovery rights are a first priority claim against all Third Parties and are



to be paid to the Program before any other claim for the Covered Person's damages (including before attorneys' fees and other expenses). The Program is entitled to full reimbursement on a first-dollar basis from any Responsible Party Payments, *even if such payment to the Program will result in a recovery to the Covered Person that is insufficient to make him or her whole* (i.e., the "make whole" doctrine will not apply).

**Applicability to All Settlements and Judgments.** The Program is entitled to full recovery regardless of whether any liability for payment is admitted by the Responsible Party and regardless of whether the settlement or judgment received by the Covered Person identifies the medical/dental benefits the Program provided or purports to allocate any portion of such settlement or judgment to payment of expenses other than medical/dental expenses. The Program is entitled to recover from any and all settlements or judgments, even those designated as pain and suffering, non-economic damages and/or general damages only (i.e., the "common fund" doctrine will not apply).

**Program Not Required to Pay Court Costs or Attorneys' Fees.** The Program is not required to participate in or pay court costs or attorneys' fees to any attorney hired by the Covered Person to pursue the Covered Person's damage claim. Should it be necessary for the Program to institute legal action against a Covered Person (or assignee) for failure to reimburse the Program in full, or for failure to honor the Program's equitable interest in the amount recovered from a Responsible Party, the Covered Person shall be liable for all costs of collection, including reasonable attorneys' fees.

## 10.2 Your Responsibilities

The Covered Person is required to fully cooperate with the Program's efforts to recover its benefits paid. It is the duty of the Covered Person to notify the Claims Administrator within 30 days of the date when any notice is given to any party, including an insurance company or attorney, of the Covered Person's intention to pursue or investigate a claim to recover damages or obtain compensation due to injury, illness or condition sustained by the Covered Person. The Covered Person and his/her agents shall provide all information requested by the Program, the Claims Administrator or its representative including, but not limited to, completing and submitting any applications or other forms or statements as the Program may reasonably request. The rights described in this Section 12 are assigned to the Program without the need for a separate written agreement. However, the Covered Person is required to execute and deliver to the Program an assignment and other instruments that may be used to facilitate securing the rights of the Program. The Covered Person shall do nothing to prejudice the Program's subrogation or recovery interest or to prejudice the Program's ability to enforce the terms of the Program's provisions. This includes, but is not limited to, refraining from making any settlement or recovery that attempts to reduce or exclude the full cost of all benefits provided by the Program.

The Program may withhold future benefits or terminate the Participant *and* the Covered Person from the Program if the Covered Person does not fully cooperate with the Program's efforts to recover the benefits paid by the Program. In addition, if the Participant or the Covered Person is terminated from eligibility under *any* benefit plan sponsored by The Dow Chemical Company or any of its subsidiaries or affiliates because of failure to reimburse that benefit plan, the Plan Administrator may determine that the Participant and/or the Covered Person are disqualified from eligibility for coverage under the Program.

The Covered Person acknowledges by accepting benefits from the Program that the Program has the right to conduct an investigation regarding the injury, illness or condition in order to identify any Responsible Party. The Program reserves the right to notify a Responsible Party and his/her agents of its lien. Agents include, but are not limited to, insurance companies and attorneys.

The Covered Person's obligation to reimburse the Program is limited to the amount of medical/dental benefits the Program has paid, or will pay, to the Covered Person as a result of the injury, illness, or condition sustained. However, if the Program must institute a legal action because a Covered Person fails

to reimburse the Program in full or to honor the Program's equitable interest in any recovery, the Covered person will be liable for all costs of collection, including reasonable attorneys' fees.

If the Program has overpaid you, either due to Claim payment error or third-party reimbursement, any overpayments made to you may be offset by the Program in future Claims you file.

### 10.3 Jurisdiction

For purposes of this Section 10, by accepting benefits (whether the payment of such benefits is made to the Covered Person or made on behalf of the Covered Person to any provider) from the Program, the Covered Person agrees that any court proceeding with respect to this provision may be brought in any court of competent jurisdiction as the Program may elect. By accepting such benefits, the Covered Person hereby submits to each such jurisdiction, waiving whatever rights may correspond to him/her by reason of his/her present or future domicile.

## Section 11. Your Legal Rights Under ERISA

As a Participant in the Program, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This law requires that all Program Participants must be able to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations (such as worksites and union halls), all documents governing the Program, including collective bargaining agreements (if applicable), the Plan Document and the latest annual report (Form 5500 Series) filed 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 all documents governing the operation of the Program, including collective bargaining agreements (if applicable), and copies of the latest annual report (Form 5500 Series), the Plan Document and updated Summary Plan Description. The Plan Administrator may charge a reasonable fee for the copies.
- Continue health care coverage for yourself, Spouse or eligible Dependents if there is a loss of coverage under the Program as a result of a qualifying event. You or your Dependents must pay for such coverage. For more information, see [Section 9.2 COBRA Continuation Coverage](#).

In addition to creating rights for you and all other Program Participants, ERISA imposes duties on the people who are responsible for operating an employee benefit plan. The people who operate the Program, called "fiduciaries," have a duty to act prudently and in the interest of you and other Participants and beneficiaries.

No one, including your employer, your union (if applicable), or any other person, may discharge you or otherwise discriminate against you in any way for pursuing a welfare benefit or for exercising your rights under ERISA.

**Enforce your rights:** If you have a Claim for Plan Benefits that 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 legal rights described above. For instance, if you request materials from the Program and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and 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 Plan Benefits which is denied or ignored, you may file suit in a state or federal court. If it should happen that Program fiduciaries misuse the

Program's money, or if you are discriminated against for asserting 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. In addition, if you disagree with the Program's decision or lack thereof concerning the qualified status of a medical/dental child support order, you may file suit in Federal court. For more information regarding enforcing your rights in court, see [Section 17. Litigation and Class Action Lawsuits](#).

**Assistance with your questions:** If you have any questions about the information in this SPD or an eligibility for coverage question, you should contact the Plan Administrator. If you have a question about the benefits covered, or the terms and conditions for receiving benefits, network providers, etc., you should contact Delta Dental. For the contact information for the Plan Administrator and for Delta Dental, see [Section 1. ERISA Information](#). If you have any questions about this statement or about your rights under ERISA, 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, NW, Washington, D.C. 20210. You also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at (866) 444-3272.

## **Section 12. Plan Administrator's Discretion**

The Plan Administrators are the Global Benefits Director and the North America Health and Insurance Plans Leader. The Company may also appoint other persons, groups of persons, or entities as named fiduciaries of the Plan. The Plan Administrator, Claims Administrators, and other Plan fiduciaries, each acting individually, have the sole and absolute discretion to interpret the Plan Document (including this SPD), make determinations, make findings of fact, and adopt rules and procedures applicable to matters they are authorized to decide. Such interpretations and determinations are conclusive and binding on all persons claiming benefits under, or otherwise having an interest in, the Plan, and if challenged in court, such interpretations and determinations shall not be overturned unless proven to be arbitrary or capricious. For a detailed description of the Plan Administrator's and Claims Administrators' authority, see the Plan Document and [Section 24. Claims Procedures](#).

## **Section 13. Plan Document**

The Program will be administered in accordance with its terms. If the VPHR determines that the Plan Document has a drafting error (sometimes called a "scrivener's error"), the Plan Document will be applied and interpreted without regard to that error. The determination of whether there is a scrivener's error, and how to apply and interpret the Plan in the event of a scrivener's error, will be made by the VPHR, in the exercise of his best judgment and sole discretion, based on his understanding of Dow's intent in establishing the Plan and taking into account all evidence (written and oral) that he deems appropriate or helpful.

## **Section 14. No Government Guarantee of Welfare Benefits**

Welfare benefits, such as the benefits provided by the Program and the Plans, are not required to be guaranteed by a government agency.

## **Section 15. Dow's Right to Terminate or Amend the Program**

The Dow Chemical Company reserves the right to amend, modify or terminate the Program and any or all of the Plans, (including amending the Plan Document and the SPDs), at any time, for any reason, in its sole discretion with or without notice, retroactively or prospectively, to the full extent permitted by law. The procedures for amending, modifying and terminating the Program and Plans are set forth in the Plan Document.

If the Company terminates a Plan, the assets of the Plan, if any, shall be used to:

- provide benefits under the Plan and pay the expenses of administering the Plan; or
- provide cash for Participants, in accordance with applicable law.

## **Section 16. Uncashed Checks**

Benefit payments made by check that is not cashed or deposited, or by electronic funds transfer or other payment method that is not deposited (for example, because the Participant cannot be located), shall remain in the Company's general assets and shall not escheat to the state. Unless the Plan Administrator determines in its sole discretion that there are extenuating circumstances, the Program's obligation to pay the benefit shall be extinguished if the check is not cashed or deposited, or electronic funds transfer or other payment is not deposited, within one (1) year after the date of the check, transfer, or other payment method. Any benefits to which the check, electronic funds transfer, or other payment method relates will be forfeited.

The Administrator is entitled to rely on the last address provided to the Program by you, and has no obligation to search for or ascertain your whereabouts.

## **Section 17. Litigation and Class Action Lawsuits**

### **17.1 Litigation**

If you wish to file a lawsuit against the Program or the Plan (a) to recover benefits you believe are due to you under the terms of the Program or any law; (b) to clarify your right to future benefits under the Program; (c) to enforce your rights under the Program; or (d) to seek a remedy, ruling or judgment of any kind against the Program or the Program fiduciaries or parties-in-interest (within the meaning of ERISA) that relates to the Program, you may not file a lawsuit until you have exhausted the claims procedures described in [Section 24. Claims Procedures](#) and you must file the suit within the Applicable Limitations Period or your suit will be time-barred. However, neither this paragraph nor the Applicable Limitations Period applies to a claim governed by section 413 of ERISA. (A lawsuit against the Plan is considered a lawsuit against the Program of which the Plan is a part, for purposes of this SPD.)

The Applicable Limitations Period is the period ending one year after:

1. in the case of a claim or action to recover benefits allegedly due to you under the terms of the Program or to clarify your right to future benefits under the terms of the Program, the earliest of: (a) the date the first benefit payment was actually made, (b) the date the first benefit payment was allegedly due, or (c) the date the Program first repudiated its alleged obligation to provide such benefits;
2. in the case of a claim or action to enforce an alleged right under the Program (other than a claim or action to recover benefits), the date the Program first denied your request to exercise such right; or

3. in the case of any other claim or action, the earliest date on which you knew or should have known of the material facts on which the claim or action is based, regardless of whether you were aware of the legal theory underlying the claim or action.

If a lawsuit is filed on behalf of more than one individual, the Applicable Limitations Period applies separately with respect to each individual.

A Claim for Plan Benefits or an appeal of a complete or partial denial of a Claim, as described in the claims and appeals sections, generally falls under (1) above. Please note, however, that if you have a timely Claim pending before the Initial Claims Reviewer or a timely appeal pending before the Appeals Administrator when the Applicable Limitations Period would otherwise expire, the Applicable Limitations Period will be extended to the date that is 180 calendar days after the Appeals Administrator renders its final decision.

The Applicable Limitations Period replaces and supersedes any limitations period that ends at a later time that otherwise might be deemed applicable under any state or federal law. The Applicable Limitations Period does not extend any limitations period under state or federal law. The VPHR may, in his discretion, extend the Applicable Limitations Period upon a showing of exceptional circumstances, but such an extension is at the sole discretion of the VPHR and is not subject to review.

## **17.2 Class Action Lawsuits**

Legal actions against the Program or the Plan must be filed in U.S. federal court. Class action lawsuits must be filed in either (1) the jurisdiction in which the Program is principally administered (currently the Northern Division of the United States District Court for the Eastern District of Michigan) or (2) the jurisdiction in the United States of America where the largest number of putative members of the class action reside (or, if that jurisdiction cannot be determined, the jurisdiction in which the largest number of class members is reasonably believed to reside).

If any putative class action is filed in a jurisdiction other than one of those described above, or if any non-class action filed in such a jurisdiction is subsequently amended or altered to include class action allegations, then the Program, all parties to such action that are related to the Program (such as a plan fiduciary, administrator or party in interest), and all alleged Participants must take all necessary steps to have the action removed to, transferred to, or re-filed in one of the jurisdictions described above.

This forum selection provision is waived if no party invokes it within 120 days of the filing of a putative class action or the assertion of class action allegations.

This provision does not waive the requirement to exhaust administrative remedies before initiating litigation.

## **Section 18. Incompetent and Deceased Participants**

If the Administrator determines that you or your Dependent is not physically or mentally capable of receiving or acknowledging receipt of benefits under the Plan the Administrator may make benefit payments to the court-appointed legal guardian for you or your Dependent, to an individual who has become the legal guardian for you or your Dependent by operation of state law, or to another individual whom the Administrator determines is the appropriate person to receive such benefits on behalf of you or your Dependent.

Payments due to deceased Participants from claims made under a Plan shall be made to the Participant's estate.

## **Section 19. Privilege**

If the Company or a Participating Employer (or a person or entity acting on behalf of the Company or a Participating Employer) or an Administrator or other Plan fiduciary (an “Advisee”) engages attorneys, accountants, actuaries, consultants, and other service providers (an “Advisor”) to advise them on issues related to the Plan or the Advisee’s responsibilities under the Plan:

- the Advisor’s client is the Advisee and not any Employee, Participant, Dependent, beneficiary, claimant, or other person;
- the Advisee shall be entitled to preserve the attorney-client privilege and any other privilege accorded to communications with the Advisor, and all other rights to maintain confidentiality, to the full extent permitted by law; and
- no Employee, Participant, Dependent, beneficiary, claimant or other person shall be permitted to review any communication between the Advisee and any of its or his Advisors with respect to whom a privilege applies, unless mandated by a court order.

## **Section 20. Waivers**

A term, condition, or provision of the Program shall not be waived unless the purported waiver is in writing signed by the Plan Administrator. A written waiver shall operate only as to the specific term, condition, or provision waived and shall remain in effect only for the period specifically stated in the waiver.

## **Section 21. Providing Notice to Administrator**

No notice, election or communication in connection with the Program that you, a Dependent or other person makes or submits will be effective unless duly executed and filed with the appropriate Administrator (including any of its representatives, agents, or delegates) in the form and manner required by the appropriate Administrator.

## **Section 22. Funding**

Dow and Participating Employers share the premium costs with Employees. Employee contributions are generally made through payroll deduction. Benefits are paid from the Company’s general assets.

Any assets of the Program may be used at the discretion of the Plan Administrator to pay for any benefits provided under the Program, as the Program is amended from time to time, as well as to pay for any expenses of the Program. Such expenses may include, and are not limited to, consulting fees, actuarial fees, attorneys’ fees, third-party administrator fees, and other administrative expenses.

## **Section 23. Payment of Unauthorized Benefits**

If the Plan Administrator determines that benefits in excess of the amount authorized under the Program or Plan were provided to, or on behalf of, a Participant or other person (for example, because benefits were paid even though the individual did not meet the Program eligibility requirements):

- The amount of any other benefit paid to, or on behalf of, such Participant or other person under the Program may be reduced by the amount of the excess payment.

- The Plan Administrator may require the Participant or other person to reimburse the Program for benefits paid, including reasonable interest.
- If the person does not reimburse the Program by the date determined by the Plan Administrator, the Plan Administrator may cancel coverage for the Participant and refuse re-enrollment.
- The Plan Administrator may elect recoupment or reimbursement, regardless of whether the person who received the excess benefit was a Participant entitled to receive benefits under the Program, and regardless of whether the excess benefit was provided by reason of the Plan Administrator's error or by reason of false, misleading, or inaccurate information furnished by the Participant or any other person.

For excess payments to, or on behalf of, Dependents, the Plan Administrator may elect to pursue any of the above remedies directly against the Employee or his estate.

## Section 24. Claims Procedures

A "Claim" is a written request by a claimant for Plan benefits or an eligibility determination. There are two kinds of Claims:

- A *Claim for Plan Benefits* is a Claim requesting that the applicable Plan pay for benefits covered under the applicable Plan.
- A *Claim for an Eligibility Determination* is a Claim requesting a determination as to whether a claimant is eligible to be a Participant under the applicable Plan or the Program or as to the amount a claimant must contribute towards the cost of coverage.

You must follow the Claims Procedures for either Claims for Plan Benefits or Claims for an Eligibility Determination, whichever applies to your situation. See your Description of Benefits in Appendix A provided by Delta Dental for procedures governing Claims for Plan Benefits. See [Section 24.5 How to File a Claim for an Eligibility Determination](#), below, for procedures for *Claims for an Eligibility Determination*.

### 24.1 Deadline to File a Claim

All Claims must be filed in the same calendar year that the service was rendered, or during the following calendar year. The deadline for filing a Claim that you were overcharged for coverage is the end of the year following the year for which the premium was paid. Failure to file a Claim within the deadline will result in denial of the Claim.

### 24.2 Who Will Decide Whether to Approve or Deny My Claim?

The Program has more than one Claims Administrator. The initial determination is made by the Initial Claims Reviewer. If you appeal an initial determination, the appellate decision is made by the Appeals Administrator. Each of the Claims Administrators is a named fiduciary of the Program with respect to the types of Claims that it processes.

- *Claims for Plan Benefits.* The Initial Claims Reviewer and the Appeals Administrator is Delta Dental.
- *Claims for an Eligibility Determination.* The Initial Claims Reviewers are the Human Resources Operations Compensation and Benefits Manager and the North America Health and Insurance Subject Matter Expert. The Appeals Administrators are the North America Health and Insurance Plans Leader and the North America Health and Insurance Plan Manager.

### **24.3 Authority of Claims Administrators and Your Rights Under ERISA**

The Claims Administrators have the full, complete, and final discretion to interpret the provisions of the Program and to make findings of fact in order to carry out their respective decision-making responsibilities. However, the Claims Administrators' determinations are subject to the interpretation of the Plan Document made by the Plan Administrator. Interpretations and Claims decisions by the Claims Administrators are final and binding on Participants (except to the extent the Initial Claims Reviewer is subject to review by the Appeals Administrator). You may file a civil action against Delta Dental or the Program under Section 502 of the Employee Retirement Income Security Act ("ERISA") in federal court, provided you complete the claims procedures described in this [Section 24. Claims Procedures](#) (or the Claims Administrator fails to timely respond to your claim). If the Claims Administrators' determinations are challenged in court, they shall not be overturned unless proven to be arbitrary and capricious. Please see [Section 17.1 Litigation](#) for the deadline for filing a lawsuit.

### **24.4 An Authorized Representative May Act on Your Behalf**

An authorized representative may submit a Claim or request certain documents relating to the Plan from the Plan Administrator on behalf of a Participant. The Program will recognize a person as a Participant's "authorized representative" if such person submits a notarized writing signed by the Participant stating that the authorized representative is authorized to act on behalf of such Participant. A court order stating that a person is authorized to submit Claims on behalf of a Participant also will be recognized by the Program. As described in the Appendix A provided by Delta Dental, in the case of a Claim for Plan Benefits that is an Urgent Care Claim, a dental care professional with knowledge of your condition also may act as your authorized representative.

### **24.5 How to File a Claim for an Eligibility Determination**

#### **Information Required In Order to Be a Claim**

The following information must be submitted in writing to the Initial Claims Reviewer in order to be a "Claim":

- The name of the Employee (or former Employee), and the name of the person (Employee or Dependent, as applicable) who is requesting the eligibility determination;
- The benefit plan for which the eligibility determination is being requested (The Dow Chemical Company Dental Assistance Program); and
- If the eligibility determination is being requested for the Employee's dependent:
  - a description of the relationship of the dependent to the Employee (e.g., Spouse/Domestic Partner, Dependent Child, etc.);
  - documentation of such relationship (e.g., marriage certificate/statement of Domestic Partnership, birth certificate, etc.).

Claims for an Eligibility Determination must be sent to:

Human Resources Operations Compensation and Benefits Manager  
The Dow Chemical Company  
North America Benefits  
P.O. Box 2169  
Midland, Michigan 48641  
Attention: Initial Claims Reviewer for The Dow Chemical Company Dental Assistance  
Program (Claim for Eligibility Determination)



## **Initial Determination**

If you submit a Claim for an Eligibility Determination, the Initial Claims Reviewer will review your Claim and notify you of its decision to approve or deny your Claim. Such notification will be provided to you in writing within a reasonable period, not to exceed 90 days of the date you submitted your Claim; except that under special circumstances, the Initial Claims Reviewer can have up to an additional 90 days to provide you such written notification. If the Initial Claims Reviewer needs such an extension, it will notify you prior to the expiration of the initial 90-day period, state the reason why such an extension is needed and state when it will make its determination.

If the Initial Claims Reviewer denies the Claim, the written notification of the Claims decision will state the reason(s) why the Claim was denied and refer to the pertinent Program provision(s). If the Claim was denied because you did not file a complete Claim or because the Initial Claims Reviewer needed additional material or information, the Claims decision will state that as the reason for denying the Claim and will explain why such information was necessary. The decision will also describe the appeals procedures (also described below).

## **Appealing the Initial Determination**

If the Initial Claims Reviewer has denied your Claim, you may appeal the decision. If you appeal the Initial Claims Reviewer's decision, you must do so in writing within 60 days of receipt of the Initial Claims Reviewer's determination, assuming that there are no extenuating circumstances, as determined by the Appeals Administrator. Your written appeal must include the following information:

- The name of the Employee;
- The name of the Dependent, if the Dependent is the person who is appealing the Administrator's decision;
- The name of the Program (The Dow Chemical Company Dental Assistance Program);
- Reference to the initial determination; and
- An explanation of the reason why you are appealing the initial determination.

Appeals of Claims for an Eligibility Determination should be sent to:

North America Health and Insurance Plan Manager  
The Dow Chemical Company  
North America Benefits  
P.O. Box 2169  
Midland, Michigan 48641  
Attention: Appeals Administrator for The Dow Chemical Company Dental Assistance  
Program (Appeal of Eligibility Determination)

You may submit any additional information to the Appeals Administrator when you submit your request for appeal. You also may request that the Appeals Administrator provide you copies of documents, records and other information that is relevant to your Claim, as determined by the Appeals Administrator in its sole discretion. Your request must be in writing. Such information will be provided at no cost to you.

After the Appeals Administrator receives your written request to appeal the initial determination, the Appeals Administrator will review your Claim. Deference will not be given to the initial adverse decision, and the Appeals Administrator will look at the Claim anew. The Appeals Administrator is not the same person as, or a subordinate who reports to, the person who made the initial decision to deny the Claim. The Appeals Administrator will notify you in writing of its final decision. Such notification will be provided within a reasonable period, not to exceed 60 days of the written request for appellate review, except that

under special circumstances, the Appeals Administrator can have up to an additional 60 days to provide written notification of the final decision. If the Appeals Administrator needs such an extension, it will notify you prior to the expiration of the initial 60-day period, state the reason why such an extension is needed, and indicate when it will make its determination. If an extension is needed because the Appeals Administrator determines that it does not have sufficient information to make a decision on the Claim, it will describe any additional material or information necessary to submit to the Program and provide you with the deadline for submitting such information.

The period for deciding your Claim may, in the Appeals Administrator's sole discretion, be tolled until the date you respond to a request for information. If you do not provide the information by the deadline, the Appeals Administrator will decide the Claim without the additional information.

The Appeals Administrator will notify you in writing of its decision. If your claim is denied, in full or part, the written notification of the decision will state (1) the reason(s) for the denial; (2) refer to the specific provisions in the Plan Document on which the denial is based; (3) that you are entitled to receive upon request and free of charge reasonable access to and copies of all documents, records, and other information relevant to your claim (as determined by the Claims Administrator under applicable federal regulations); and (4) that you have a right to bring a civil action under section 502 of ERISA.

## **Section 25. Tax Consequences of Coverage and Benefits**

Neither the Company, nor any Participating Employer or any other affiliate, makes any assertion or warranty about (1) health care services and supplies that a Participant obtains, or obtains reimbursement for, as Plan benefits; or (2) the tax treatment of Plan coverage or benefits. You or your Dependents shall bear any taxes on Plan benefits, regardless of whether taxes are withheld or withholding is required.

## **Section 26. No Assignment of Benefits**

In general, except to the extent required by law or otherwise provided in the Plan Document or SPD, benefits payable under the Program shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or change of any kind. You may direct that benefits payable to you be paid instead to a provider or to a person who has agreed to pay for any benefits payable under the Program. The Program reserves the right to make payment directly to you, however.

## **Section 27. Definitions of Terms**

The following are some of the defined terms of the Program. Additional terms are defined in the Plan Document and the applicable Description of Plan Benefits (Appendix A of this SPD). A copy of the Plan Document is available upon request of the Plan Administrator at the contact information provided in [Section 1. ERISA Information](#).

### **Active Employee Points**

The sum of the Employee's age and years of service recognized under the Company's service award policy.

### **Appeals Administrator**

The Appeals Administrator with respect to reviewing an adverse Claim for Plan Benefits is Delta Dental Plan of Michigan, Inc. The Appeals Administrators with respect to reviewing an adverse Claim for an Eligibility Determination are the North America Health and Insurance Plans Leader and the North America Health and Insurance Plan Manager.

**Bargained-for Employee**

An Employee who is represented by a collective bargaining unit that is recognized by the Company or Participating Employer.

**Claim**

A written request by a claimant for a Plan benefit or for an eligibility determination that contains, at a minimum, the information described in [Section 24. Claims Procedures](#).

**Claim for an Eligibility Determination**

A Claim requesting a determination as to whether a claimant is eligible to be a Participant under a Plan or the Program or as to the amount a claimant must contribute towards the cost of coverage.

**Claim for Plan Benefits**

A Claim requesting that the Plan pay for benefits covered under the Plan.

**Claims Administrator**

Either the Initial Claims Reviewer or the Appeals Administrator, depending on the context of the sentence in which the term is used.

**COBRA**

The federal law (Consolidated Omnibus Budget Reconciliation Act of 1985, as amended) that allows a Participant or Dependent to stay enrolled in the Program for a limited time after coverage for that person would ordinarily cease.

**Company**

The Dow Chemical Company.

**DCC**

Dow Silicones Corporation (Dow Corning Corporation prior to January 31, 2018).

**DCC Employee**

An Employee who was hired by DCC before October 1, 2016. If an Employee is re-hired by DCC or a Dow Entity, the Employee's first hire-date with DCC will be recognized for purposes of determining whether the Employee was hired before October 1, 2016 as follows:

1. If the Employee's employment with DCC terminated prior to January 1, 2006 (referred to as the "pre-January 1, 2006 termination date"), and the Employee was subsequently re-hired by DCC before October 1, 2016, and participated in the pre-2006 formula of Appendix J of the Dow Employees' Pension Plan (formerly the Dow Corning Corporation Employees' Retirement Plan) and no other formula under the Dow Employees' Pension Plan after the Employee's re-hire date, the Employee's first hire-date will be recognized by the Program.
2. If, as of the Employee's pre-January 1, 2006 termination date, the Employee was eligible for coverage under the DCC medical plan for retirees in effect on the date of the Employee's pre-January 1, 2006 termination date, the Employee's first hire-date will be recognized by the Program.
3. If an Employee's date of re-hire with any Dow Entity is on or after October 1, 2016, and the Employee's first hire-date is not recognized under clauses (1) or (2) above, the Employee is not a DCC Employee.

**DCC LTD Participant**

A former DCC Employee who was disabled under the DCC LTD Plan on December 31, 2016.

**DCC LTD Plan**

The Dow Corning Long Term Disability Plan (DCC Plan No. 505), a component of both the Dow Corning Corporation Health and Welfare Benefits Plan for Active Employees and the Dow Corning Corporation Health and Welfare Benefits Plan for Retirees and Inactive Employees.

### **DCC Service**

The sum of your (1) “Credited Service” as defined in section 5.1(f) of Appendix J of the Dow Employees’ Pension Plan (“Appendix J”), excluding service with other employers described in section 5.1(f)(ii) of Appendix J, and (2) service with Site Services, Inc.

### **Delta Dental**

Delta Dental Plan of Michigan, Inc. (doing business as Delta Dental of Michigan), a nonprofit health-insuring corporation providing dental service benefits. Delta Dental is not a commercial insurance company.

### **Dependent**

An Employee’s, LTD Participant’s, or DCC LTD Participant’s Spouse, Domestic Partner, or Dependent Child(ren), or a child to whom a Qualified Medical Child Support Order applies.

### **Dependent Child**

A “Dependent Child” is a child who must be:

- Your birth or legally adopted child; or
- Your Spouse’s or Domestic Partner’s natural or adopted child; or
- A child for whom you or your Spouse/Domestic Partner has the permanent legal guardianship or permanent legal custody as those terms are defined under the laws of the state of Michigan. Child(ren), including grandchild(ren) (except as provided below), not specifically identified in the two bullets above, are not eligible for coverage as Dependents unless both their biological parents are deceased, or have permanently “legally relinquished all of their parental rights” in a court of law. “Legally relinquished all of their parental rights” means that the biological parents permanently do not have the:
  - authority to consent to the child’s marriage or adoption, or authority to enlist the child in the armed forces of the U.S.;
  - right to the child’s services and earnings; and
  - power to represent the child in legal actions and make other decisions of substantial legal significance concerning the child, including the right to establish the child’s primary residence.

In addition to meeting the above requirements, in order to be eligible for coverage, the Dependent Child must not be excluded for one of the reasons described in [Dependent Child\(ren\) Exclusions](#) under Section 4.2 of this SPD.

If you had dental coverage under the dental component of the Dow Corning Corporation Health and Welfare Benefits Plan for Retirees and Inactive Employees or the Dow Corning Corporation Health and Welfare Benefits Plan for Active Employees for your grandchild(ren) on December 31, 2016, Dependent Child includes such grandchild(ren) on file with Delta Dental. Any such grandchild(ren) ceases to be eligible on the earlier of (1) the day that your child, who is the parent of such grandchild(ren), ceases to meet the eligibility requirements that otherwise apply to dependent children (*e.g.*, the end of the month in which your child turns age 26); (2) the day that the grandchild(ren) ceases to meet the eligibility requirements that otherwise apply to dependent children (*e.g.*, the end of the month in which the grandchild turns age 26); or (3) the effective date on which you cancel coverage under the Program for the grandchild(ren). If you drop dental coverage under the Program for such grandchild(ren) at any time and for any reason, you may not again enroll such grandchild(ren) in the Program.

### **DMO**

Dental Maintenance Organization.

### **Domestic Partner**

A person who is a member of a “Domestic Partnership.” A “Domestic Partnership” means a relationship between two people that meets all of the requirements of paragraph a, or both of the requirements of paragraph b:

- a. Requirements of paragraph a (Facts and Circumstances Test):
  1. the two people have lived together for at least twelve (12) consecutive months immediately prior to receiving coverage under the Program,
  2. the two people are not Married to other persons and were not Married to other persons at any time during the twelve (12) consecutive month period preceding coverage under the Program,
  3. the two people are and were, during the twelve (12) consecutive month period preceding coverage under the Program, each other’s sole Domestic Partner in a committed relationship similar to a legal Marriage and with the intent to remain in the relationship indefinitely,
  4. both people are legally competent and able to enter into a contract,
  5. the two people are not related to each other in a way which would prohibit legal Marriage,
  6. in entering the relationship with each other, neither of the two people is acting fraudulently or under duress,
  7. during the twelve (12) month period preceding coverage under the Program, the two people have been and are financially interdependent with each other, and
  8. both people signed a statement acceptable to the Plan Administrator indicating the above requirements have been met and provided it to the Plan Administrator.
- b. Requirements of paragraph b (Civil Union Test):
  1. evidence satisfactory to the Plan Administrator is provided that the two people are registered as domestic partners, or partners in a civil union in a state or municipality or country that legally recognizes such domestic partnerships or civil unions, and
  2. both people signed a statement acceptable to the Plan Administrator and provided it to the Plan Administrator.

### **Dow**

A Participating Employer, or collectively, the Participating Employers, as determined by the context in which it is used. “Dow” and “Participating Employers” have the same meaning and are used interchangeably.

### **Employee**

A person who:

- is employed by a Participating Employer to perform personal services in an employer-employee relationship that is subject to taxation under the Federal Insurance Contributions Act or similar federal statute;
- receives a payment for services performed for the Participating Employer directly from a Participating Employer’s U.S. Payroll Department;
- if not a U.S. citizen or a U.S. resident alien, is Localized in the U.S.; and
- if on international assignment, is either a U.S. citizen or Localized in the U.S.

The definition of “Employee” does not include an individual who is determined by the Plan Administrator (or a Participating Employer) to be:

1. a leased employee as defined by Code § 414(n) without regard to the one-year requirement in Code § 414(n)(2), which generally means an individual who provides services to a Participating Employer pursuant to an agreement between the Participating Employer and another business, such as a leasing organization;
2. an individual retained by the Participating Employer pursuant to a contract or agreement (including a long-term contract or agreement) that specifies that the individual is not eligible to participate in the Plan;
3. an individual who is classified or treated as an independent contractor; or
4. a self-employed individual, as defined in Code § 401(c)(1)(A), which generally means an individual who has net earnings from self-employment in a trade or business in which the personal services of the individual are a material income-producing factor.

If the Plan Administrator (or a Participating Employer) determines that you are not an “Employee,” you will not be eligible to participate in the Program, regardless of whether the determination is upheld by a court or tax or regulatory authority having jurisdiction over such matters or whether you are subsequently treated or classified as an Employee for certain specified purposes. Any change to your status by reason of reclassification or subsequent treatment will apply prospectively only (*i.e.*, will apply to costs that are incurred and eligible for reimbursement under the terms of the Program, after your reclassification).

### **Full-Time**

Classified by the Participating Employer as having Full-Time status.

### **Highly Compensated Employee**

Any person who is a “highly compensated employee” as such term is defined in section 414(q) of the Internal Revenue Code.

### **HIPAA**

The Health Insurance Portability and Accountability Act.

### **Initial Claims Reviewer**

The Initial Claims Reviewer with respect to deciding Claims for Plan Benefits is the Delta Dental Plan of Michigan, Inc. The Initial Claims Reviewers with respect to deciding a Claim for an Eligibility Determination are the Human Resources Operations Compensation and Benefits Manager and the North America Health and Insurance Subject Matter Expert.

### **Less-Than-Full-Time**

An Employee who has been approved by the Participating Employer to work 20 to 39 hours/week and is classified by the Participating Employer as having “Less-Than-Full-Time Status.”

### **Localized**

A person is “Localized” when an individual has been determined by a Participating Employer to be permanently relocated to a particular country, and the individual has accepted such determination. For example, an Employee who is a Malaysian national is “Localized” to the U.S. when a Participating Employer has determined that such Employee is permanently relocated to the U.S., and such Employee has accepted such determination.

### **LTD**

The Dow Chemical Company Long-Term Disability Program (both ERISA Plan #506 and ERISA Plan #606).

### **LTD Participant**

A former Employee who is receiving a long term disability payment from LTD or the Company's Texas Operations Hourly Total & Permanent Disability Plan who meets the eligibility requirements for the Program, is enrolled in coverage under the Program, and remains eligible for benefits under the Program.

### **“Married” or “Marriage”**

A civil contract between two individuals who have the legal capacity to marry and that is formalized by a marriage license. Whether a person is “Married” for purposes of the Program shall be determined in accordance with IRS Revenue Ruling 2013-17 and other relevant guidance issued by the Internal Revenue Service and the Department of Labor. For periods before September 16, 2013, an individual shall be treated as Married only to the extent provided in the provisions of the Program then in effect. The Program does not recognize common law marriages except that:

1. If an Employee was a participant of a plan of The Dow Chemical Company Medical Care Program before November 1, 1993, and had a common law Spouse recognized under the laws of the state in which they resided, and if the common law Spouse was covered as a Dependent under the Program before November 1, 1993, then such common law Spouse is deemed under the Program to be Married to the Employee;
2. Effective January 1, 1996, the Program recognizes a marriage that meets the requirements of Texas Family Code Annotated section 2.402; and
3. Effective January 1, 2002, common law Spouses of UCC employees and former UCC employees who were covered under a UCC dental plan at any time between February 5, 2001, and December 31, 2001, as “spouses” of UCC employees will be deemed to be “Married” for purposes of the Program.

### **Participant**

An Employee, LTD Participant, DCC LTD Participant, Dependent or such other individual who meets the eligibility criteria of the Program, elects to participate in the Program, and remains eligible for benefits under the Program.

### **Participating Employer**

The Company or one of its subsidiaries or affiliates that has been authorized by the Company to participate in the Program. “Participating Employers” and “Dow” have the same meaning and are used interchangeably. Notwithstanding anything to the contrary, a “Participating Employer” is only a “Participating Employer” while it is a member of the Company's controlled group of corporations within the meaning of section 414(b) or section 414(c) of the Code. If the entity ceases to be a member of the Company's controlled group of corporations, then the entity ceases to be a “Participating Employer” on the date it is no longer a member of the controlled group of corporations.

### **Plan**

The Delta Dental Premier Basic Plan or Delta Dental PPO High Plan, whichever is applicable in the context of the sentence.

### **Plan Administrator**

Each of the Global Benefits Director; the North America Health and Insurance Plans Leader; and such other person, group of persons or entity which may be designated by The Dow Chemical Company in accordance with the Plan Document.

### **Plan Document**

The plan document for the Program, which is ERISA Plan #503. The summary plan descriptions for the plans offered under the Program are integral parts of the Plan Document.

**Program**

The Dow Chemical Company Dental Assistance Program.

**QMCSO**

A QMCSO is a “Qualified Medical Child Support Order.” This is a court order that gives a child the right to be covered under the Program. If a QMCSO applies, the child is eligible for coverage as your Dependent. You can obtain a free copy of the Program’s QMCSO procedures, which explain how the Program determines whether a court order meets the Plan’s requirements by requesting a copy from the Plan Administrator at the contact information listed in [Section 1. ERISA Information](#).

**Regular Employee**

An Employee who is classified by the Employer as “regular.”

**“Rohm and Haas” (or “ROH”)**

Rohm and Haas Company and certain of its subsidiaries.

**Salaried**

Not represented by a collective bargaining unit.

**Service**

For those who are eligible to participate in the Dow Employees’ Pension Plan and were hired by a participating employer (other than Rohm and Haas or Dow Corning) of the Dow Employees’ Pension Plan prior to January 1, 2008, “Service” means “service” as defined under the Dow Retiree Medical Care Program. For those who are eligible to participate in the Dow Employees’ Pension Plan and were hired by a participating employer (other than Rohm and Haas or Dow Corning) of the Dow Employees’ Pension Plan on or after January 1, 2008, “Service” means “Credited Service” recognized under the Dow Employees’ Pension Plan.

For those who are eligible to participate in the Union Carbide Employees’ Pension Plan and were hired by a participating employer of the Union Carbide Employees’ Pension Plan prior to January 1, 2008, “Service” means “service” as defined under the Union Carbide Retiree Medical Care Program. For those who are eligible to participate in the Union Carbide Employees’ Pension Plan and were hired by a participating employer of the Union Carbide Employees’ Pension Plan on or after January 1, 2008, “Service” means “service” as defined under the Union Carbide Employees’ Pension Plan.

For those who are eligible to participate in the legacy Rohm and Haas Company Retirement Plan portion of the Dow Employees’ Pension Plan and were hired by a participating employer of the Rohm and Haas Company Retirement Plan prior to April 1, 2009, “Service” means “service” as defined under the Rohm and Haas Company Health and Welfare Plan. (Note that the Rohm and Haas Company Retirement Plan was closed to new hires as of April 1, 2009. Rohm and Haas Company became a participating employer of the Dow Employees’ Pension Plan with respect to new hires on and after April 1, 2009).

For Americas Styrenics employees, the Plan recognizes service with Chevron-Phillips Chemical immediately prior to Americas Styrenics employment.

For those who were hired by DCC before October 1, 2016 (*i.e.*, DCC Employees) “Service” is the sum of your (1) “Credited Service” as defined in section 5.1(f) of Appendix J of the Dow Employees’ Pension Plan (“Appendix J”), excluding service with other employers described in section 5.1(f)(ii) of Appendix J, and (2) service with Site Services, Inc.

For those who are eligible to participate in the Dow Employees’ Pension Plan and were hired by DCC after September 30, 2016, “Service” means “Credited Service” recognized under the Dow Employees’ Pension Plan.



**Spouse**

A person who is Married to an Employee (or other individual eligible for coverage under Section 3.1 of this SPD). See the definition of Marriage for further details.

**Spouse/Domestic Partner**

Refers to a Spouse or Domestic Partner, whichever is applicable.

**Summary Plan Description (“SPD”)**

The summary plan description for the Program, including its appendices. The Summary Plan Description is an integral part of the Plan Document.

**Termination of Domestic Partnership**

In order to meet the definition of “Termination of Domestic Partnership,” you must complete and sign a statement satisfactory to the Plan Administrator that states, among other things, that the Domestic Partnership is terminated. A Termination of Domestic Partnership is not effective with respect to the Program until the signed statement has been received by the Plan Administrator.

**UCC or Union Carbide**

Union Carbide Corporation and certain of its subsidiaries.

**VPHR**

The Vice President of the Company with senior responsibility for human resources.

**Section 28. For More Information**

For more information regarding the provisions in this SPD, please contact the Dow HR Services Center using the contact information in [Section 1. ERISA Information](#).

**IMPORTANT NOTE**

This booklet is the Summary Plan Description (“SPD”) for Delta Dental Premier Basic Plan and Delta Dental PPO High Plan offered under The Dow Chemical Company Dental Assistance Program (the “Program”). However, this SPD is not all-inclusive and it is not intended to take the place of the Program’s legal documents.

The Dow Chemical Company reserves the right to amend, modify or terminate the Program (and any underlying Plan) at any time in its sole discretion.

The Plan Document can be made available for your review upon written request to the Plan Administrator (whose contact information is listed in [Section 1. ERISA Information](#)). The SPD and the Program do not constitute a contract of employment. Your employer retains the right to terminate your employment or otherwise deal with your employment as if this SPD and the Program had never existed.

## **Appendix A Description of Benefits**

Please see the applicable Description of Plan Benefits for your Plan.

# Appendix B - Notice of Privacy Practices

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. REVIEW IT CAREFULLY.**

**Effective Date of Notice: January 1, 2017**

The Dow Chemical Company Medical Care Program, The Dow Chemical Company Retiree Medical Care Program, The Dow Chemical Company Dental Assistance Program, The Dow Chemical Company Retirement Health Care Assistance Plan: For Active Employees (Active RHCAP), The Dow Chemical Company Retirement Health Care Assistance Plan: For Retirees (Retiree RHCAP), The Dow Chemical Company Health Care Reimbursement Account, The Dow Chemical Company Executive Physical Examination Program (health care component only), The Dow Chemical Company Long Term Care Program, the Union Carbide Corporation Retiree Medical Care Program, the Union Carbide Corporation Insured Health Program, and the Rohm and Haas Company Health and Welfare Plan (collectively referred to in this document as the "Plan") are required by law to take reasonable steps to ensure the privacy of your personally identifiable health information and to inform you about:

- the Plan's uses and disclosures of Protected Health Information (PHI);
- your privacy rights with respect to your PHI;
- the Plan's duties with respect to your PHI;
- your right to file a complaint with the Plan and to the Secretary of the U.S. Department of Health and Human Services; and
- the person or office to contact for further information about the Plan's privacy practices.

The term "Protected Health Information" (PHI) includes all individually identifiable health information created, received, transmitted or maintained by the Plan.

This notice does not apply to information that has been de-identified. De-identified information is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information.

In addition, the Plan may use or disclose "summary health information" to the Plan Sponsor<sup>1</sup> for obtaining premium bids or modifying, amending or terminating the group health plan, which summarizes the claims history, claims expense or type of claims experienced by individuals for whom a Plan Sponsor has provided health benefits under a group health plan; and from which identifying information has been deleted in accordance with HIPAA.

## **B.1. NOTICE OF PHI USES AND DISCLOSURES**

### **Required PHI Uses and Disclosures**

Upon your request, the Plan is required to give you access to certain PHI in order to inspect and copy it. Use and disclosure of your PHI may be required by the Secretary of the Department of Health and Human Services to investigate or determine the Plan's compliance with the privacy regulations.

### **Uses and Disclosures to Carry Out Treatment, Payment and Health Care Operations**

The Plan and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Plan also will disclose PHI to the applicable Plan Sponsor for purposes related to treatment,

---

<sup>1</sup> The Plan Sponsor is The Dow Chemical Company for the following plans: The Dow Chemical Company Medical Care Program, The Dow Chemical Company Retiree Medical Care Program, The Dow Chemical Company Dental Assistance Program, The Dow Chemical Company Retirement Health Care Assistance Plan, The Dow Chemical Company Health Care Reimbursement Account, The Dow Chemical Company

Executive Physical Examination Program, and the Rohm and Haas Company Health and Welfare Plan. The Plan Sponsor is Union Carbide Corporation for the following plans: Union Carbide Corporation Retiree Medical Care Program and the Union Carbide Corporation Insured Health Program.

payment and health care operations. As of April 14, 2003, the Plan Sponsors have amended their plan documents to protect your PHI as required by federal law.

*Treatment* is the provision, coordination or management of health care and related services. It also includes, but is not limited to, consultations and referrals between one or more of your providers. For example, The Dow Chemical Company Dental Assistance Program may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

*Payment* includes, but is not limited to, actions to make coverage determinations and payment (including billing, claims management, subrogation, plan reimbursement, reviews for medical necessity and appropriateness of care and utilization review and preauthorizations).

For example, The Dow Chemical Company Medical Care Program may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Plan.

*Health care operations* include, but are not limited to, quality assessment and improvement, reviewing competence or qualifications of health care professionals, underwriting, premium rating and other insurance activities relating to creating or renewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities.

For example, The Dow Chemical Company Medical Care Program may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions.

### **Uses and Disclosures that Require Your Written Authorization**

Your written authorization generally will be obtained before any of the plans listed in the footnote<sup>2</sup> will use or disclose psychotherapy notes about you from your psychotherapist. Psychotherapy notes are separately filed notes about your conversations with your mental health

professional during a counseling session. They do not include summary information about your mental health treatment. The Plan may use and disclose such notes when needed by the Plan to defend against litigation filed by you.

Uses and Disclosures Where You Have an Opportunity to Agree or Disagree Prior to the Use or Release Disclosure of your PHI to family members, other relatives and your close personal friends is allowed if:

- the information is directly relevant to the family or friend's involvement with your care or payment for that care; and
  - you have either agreed to the disclosure, have been given an opportunity to object and have not objected, or the Plan reasonably infers from the circumstances that you would not object to the disclosure.
- Your written authorization is required before your PHI may be disclosed for most marketing purposes or disclosures that constitute a sale of PHI.
  - You may revoke your authorization in writing for these uses and disclosures at any time, but the revocation will not affect any disclosure made prior to the receipt of the revocation.

### **Uses and Disclosures for which Consent, Authorization or Opportunity to Object is Not Required**

Use and disclosure of your PHI is allowed without your consent, authorization or request under the following circumstances:

- To a business associate (e.g., a contractor) retained to perform services on behalf of the Plan when the business associate has agreed to safeguard your PHI.
- When required by law.
- When permitted for purposes of public health activities, included when necessary to report product defects, to permit product recalls and to

<sup>2</sup> The Dow Chemical Company Medical Care Program, The Dow Chemical Company Retiree Medical Care

Program, Union Carbide Corporation Retiree Medical Care Program.

conduct post-marketing surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.

- When authorized by law to report information about abuse, neglect or domestic violence to public authorities if there exists a reasonable belief that you may be the victim of abuse, neglect or domestic violence. In such case, the Plan will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives, although there may be circumstances under federal or state law when the parents or other representatives may not be given access to the minor's PHI.
- The Plan may disclose your PHI to a public health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).
- The Plan may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Plan that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were

raised or were resolved in favor of disclosure by the court or tribunal.

- When required for law enforcement purposes (for example, to report certain types of wounds).
- For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to be a victim of a crime but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Plan's best judgment
- When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Also, disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent.
- The Plan may use or disclose PHI for research, subject to conditions.
- When consistent with the applicable law and good standards of ethical conduct if the Plan, in good faith, believes the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.

- When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

Except as otherwise indicated in this notice, uses and disclosures will be made only with your written authorization subject to your right to revoke such authorization.

### **Prohibited Uses and Disclosures**

The Plan may not use or disclose PHI that is genetic information for underwriting purposes.

## **B.2. RIGHTS OF INDIVIDUALS**

### **Right to Request Restrictions on PHI Uses and Disclosures**

You may request the Plan to restrict uses and disclosures of your PHI to carry out treatment, payment or health care operations, or to restrict uses and disclosures to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Plan is not required to agree to your request.

The Plan will accommodate reasonable requests to receive communications of PHI by alternative means or at alternative locations if you indicate that disclosure by the regular means could pose a danger to you and you specify a reasonable alternative address or method of contact.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI. Requests to restrict uses and disclosures of your PHI should be made to the following person: Privacy Official; The Dow Chemical Company Health Plans; North America Benefits, P.O. Box 2169, Midland, MI 48641.

You have the right to receive notification following a breach of your unsecured PHI.

### **Right to Inspect and Copy PHI**

You have a right to inspect and obtain a copy of your PHI contained in a "designated record set," for as long as the Plan maintains the PHI. You have a right to obtain a copy of your PHI in electronic format where it is maintained in one or more designated record sets electronically. You have the right to request that the Plan transmit a copy of PHI to another individual at your request.

"*Protected Health Information*" (PHI) includes all individually identifiable health information transmitted or maintained by the Plan, regardless of form.

"*Designated Record Set*" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Plan is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to the following person: Privacy Official; The Dow Chemical Company Health Plans; North America Benefits, P.O. Box 2169, Midland, MI 48641.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Secretary of the U.S. Department of Health and Human Services.

### **Right to Request Amendment of PHI**

You have the right to request the Plan to amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set.

You or your personal representative will be required to complete a form to request an amendment of PHI in a designated record set. Requests for amendment of PHI in a designated record set should be made to the following person: Privacy Official; The Dow Chemical Company Health Plans; North America Benefits, P.O. Box 2169, Midland, MI 48641.

The Plan has 60 days after the request is made to act on the request. A single 30-day extension is allowed if the Plan is unable to comply with the deadline. If the request is denied in whole or in part, the Plan must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a

written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI. If the amendment is accepted, the Plan will inform you on a timely basis and obtain your agreement to notify the relevant persons with whom the amendment needs to be shared.

### **Right to Receive an Accounting of PHI Disclosures**

At your request, the Plan will also provide you with an accounting of disclosures by the Plan of your PHI during the six years prior to the date of your request. However, such accounting need not include PHI disclosures made: (1) to carry out treatment, payment or health care operations; (2) to individuals about their own PHI; (3) pursuant to an individual's authorization; (4) as part of a limited data set, or (5) prior to the compliance date.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting within a 12-month period, the Plan may charge a reasonable, cost-based fee for each subsequent accounting. The Plan will inform you in advance of the fee and provide you with an opportunity to withdraw or modify the request for a subsequent accounting in order to avoid or reduce the fee.

You or your personal representative will be required to complete a form to request an accounting of PHI disclosures. Requests for an accounting of PHI disclosures should be made to the following person: Privacy Official; The Dow Chemical Company Health Plans; North America Benefits, P.O. Box 2169, Midland, MI 48641.

### **Right to Receive a Paper Copy of This Notice Upon Request**

To obtain a paper copy of this Notice, contact the following person: Health Insurance Portability and Accountability Act (HIPAA) Privacy Official for ERISA Health Plans; North America Benefits, P.O. Box 2169, Midland, MI 48641.

### **A Note About Personal Representatives**

You may exercise your rights through a personal representative. A personal representative is a person legally authorized to make health care decisions on your behalf. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or

allowed to take any action for you. Proof of such authority may take one of the following forms:

- a power of attorney for health care purposes, notarized by a notary public;
- a court order of appointment of the person as the conservator or guardian of the individual; or
- an individual who is the parent of a non-emancipated minor child.

The Plan retains discretion to deny access to your PHI to a personal representative if the Plan has a reasonable belief that you may be subject to domestic violence, abuse, or neglect by the personal representative or if the Plan reasonably decides that it is not in the best interest to treat that person as your personal representative. This also applies to personal representatives of minors.

### **B.3. THE PLAN'S DUTIES**

The Plan is required by law to maintain the privacy of PHI and to provide individuals (participants and eligible dependents) with notice of its legal duties and privacy practices.

This notice is effective beginning January 1, 2017, and the Plan is required to comply with the terms of this notice on and after that date. However, the Plan reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Plan prior to and after that date. If a privacy practice is changed, a revised version of this notice may be provided to those for whom the Plan still maintains PHI. The notices will be provided in the Choices enrollment brochures and updated versions of the summary plan descriptions or other appropriate means of communication.

Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual's rights, the duties of the Plan or other privacy practices stated in this notice.

### **Minimum Necessary Standard**

When using or disclosing PHI or when requesting PHI from another covered entity, the Plan will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard does not apply in the following situations:

- disclosures to or requests by a health care provider for treatment;
- uses or disclosures made to the individual;
- disclosures made to the U.S. Department of Health and Human Services;
- uses or disclosures that are required by law;
- uses or disclosures authorized by the individual; and
- uses or disclosures that are required for the Plan's compliance with legal regulations.

**Your Right to File a Complaint With the Plan or the HHS Secretary**

If you believe that your privacy rights have been violated, you may complain to the Plan in care of the following person: Privacy Official; The Dow Chemical Company Health Plans; North America Benefits, P.O. Box 2169, Midland, MI 48641. You may file a complaint with the

Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201. The Plan will not retaliate against you for filing a complaint.

**Whom to Contact at the Plan for More Information**

If you have any questions regarding this notice or the subjects addressed in it, you may contact the following person: Privacy Official; The Dow Chemical Company Health Plans; North America Benefits, P.O. Box 2169, Midland, MI 48641.

**B.4. CONCLUSION**

PHI use and disclosure by the Plan is regulated by a federal law known as HIPAA (the Health Insurance Portability and Accountability Act). You may find these rules at 45 *Code of Federal Regulations* parts 160 and 164. This notice attempts to summarize the regulations and set forth the Plan's legal duties, privacy practices, policies and procedures regarding your PHI. The regulations will supersede any discrepancy between the information in this notice and the regulations.