

Summary Plan Description for:

**Rohm and Haas Company
Health and Welfare Plan's
(ROH ERISA Plan #551)**

LIFE INSURANCE PROGRAM
for
CHEMICAL RETIREES

*Amended and restated
Effective January 1, 2014 and thereafter until superseded*

This Summary Plan Description (SPD) supersedes all prior versions of this SPD.

Copies of this SPD can be found on the Dow Friends website or by requesting a copy from the Retiree Service Center at 800-344-0661 or access the Dow Benefits website and click on Message Center. Summaries of modifications may also be published from time to time.

**THE DOW CHEMICAL COMPANY
ADOPTION OF SUMMARY PLAN DESCRIPTIONS**

WHEREAS, The Dow Chemical Company (“Dow”) sponsors the Rohm and Haas Company Health and Welfare Plan which includes the Retiree Life Insurance Program (the “Program”);

WHEREAS, Dow offers the Life Insurance Program for Morton Salt Retirees, Life Insurance Program for Plaskon Retirees, Life Insurance Program for Chemical Retirees, and Life Insurance Program for Electronic Materials Retirees under the Program (such component plans referred to herein as the “Plans”);

WHEREAS, Dow reserves the right, by action of the undersigned, to amend or modify the Program including, without limitation, the Plans and the Summary Plan Descriptions for the Plans, in accordance with Article VII of the plan document for the Rohm and Haas Company Health and Welfare Plan; and

WHEREAS, Dow wishes to adopt revised Summary Plan Descriptions for the Plans.

NOW, THEREFORE, BE IT RESOLVED, Dow adopts the following Summary Plan Descriptions for the Plans as amended and restated substantially in the form attached hereto and bearing the following covers:

Summary Plan Description for:

Rohm and Haas Company Health and Welfare Plan’s
(ROH ERISA Plan #551)

Life Insurance Program for Chemical Retirees

Amended and Restated
Effective January 1, 2014 and thereafter until superseded

Summary Plan Description for:

Rohm and Haas Company Health and Welfare Plan’s
(ROH ERISA Plan #551)

Life Insurance Program for Plaskon Retirees


Amended and Restated
Effective January 1, 2014 and thereafter until superseded


Summary Plan Description for:
Rohm and Haas Company Health and Welfare Plan's
(ROH ERISA Plan #551)
Life Insurance Program for Morton Salt Retirees
Amended and Restated
Effective January 1, 2014 and thereafter until superseded

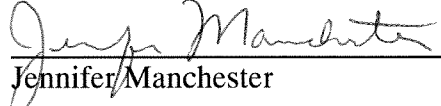
Summary Plan Description for:
Rohm and Haas Company Health and Welfare Plan's
(ROH ERISA Plan #551)
Life Insurance Program for Electronic Materials Retirees
Amended and Restated
Effective January 1, 2014 and thereafter until superseded

RESOLVED, FURTHER, that all prior versions of the foregoing Summary Plan Descriptions for the Plans are superseded.

* * * *

By: 
Bryan Jendretzke
Global Benefits Director
The Dow Chemical Company

Reviewed by Plan Administrator:

Diane Dittenhafer

Reviewed by Legal Department:

Jennifer Manchester

Dated: ^{December} October 19, 2014

Introduction

This booklet is the Summary Plan Description (“SPD”) for the Rohm and Haas Company Health and Welfare Plan’s Retiree Life Program for Chemical Retirees (the “Program”).

The Plan is governed by the plan document for the Plan, which is the legal instrument under which the Plan 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.

The SPD contains important information about benefits under the Program. However, it does not contain all of the information. Further information can be found in the plan document for the Rohm and Haas Company Health and Welfare Plan (the “Plan Document”). The Plan Document includes a policy underwritten by the Metropolitan Life Insurance Co. (“MetLife”). A copy of the Plan Document is available upon request from the Plan Administrator.

The Dow Chemical Company reserves the right to amend, modify and terminate the Program and the Rohm and Haas Company Health and Welfare Plan at any time, in its sole discretion.

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

ERISA Information

Type of Plan	Life insurance
Type of Plan Administration	Insurer administration
Plan Sponsor	The Dow Chemical Company Employee Development Center Midland, MI 48674 877-623-8079
Employer Identification Number	38-1285128
Plan Number	551
Group Policy Number	11700-G
Plan Administrator	North America Health and Welfare Plans Leader The Dow Chemical Company Employee Development Center Midland, MI 48674 877-623-8079
Claims Administrator for Claims for Eligibility Determination:	<p>To Submit a Claim for an Eligibility Determination:</p> <p style="padding-left: 40px;">North America Health and Welfare Plans Leader The Dow Chemical Company Employee Development Center Midland, MI 48674 Attention: Initial Claims Reviewer for the life insurance plans (Eligibility Determination)</p> <p>To appeal a denied Claim for an Eligibility Determination:</p> <p style="padding-left: 40px;">Associate Director of North America Benefits/ Global Benefits Director The Dow Chemical Company Employee Development Center Midland, MI 48674 Attention: Appeals Administrator for the life insurance plans (Appeal of Eligibility Determination)</p>
Claims Administrator for Claims for Plan Benefits:	Metropolitan Life Insurance Company administers claims under a group policy issued to The Dow Chemical Company: Metropolitan Life Insurance Company Group Life Claims P.O. Box 6100 Scranton, PA 18505
To Serve Legal Process	General Counsel The Dow Chemical Company 2030 Dow Center Midland, MI 48674

	For disputes seeking payment of benefits, service of legal process may be made upon: Metropolitan Life Insurance Company 200 Park Ave New York, NY 10166
Plan Year	Fiscal records are kept on a plan year basis beginning January 1 and ending December 31.
Funding	Except as otherwise provided in a MetLife certificate, the Plan Sponsor pays the cost of Noncontributory Insurance and you pay the entire premium for Contributory Insurance under the Program. Benefits are funded through a group insurance contract with MetLife. 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.

Your 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 insurance contracts, collective bargaining agreements (if applicable), the Plan Documents and the latest annual reports 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 insurance contracts, collective bargaining agreements (if applicable), and copies of the latest annual report, the Plan Document, and updated Summary Plan Descriptions. The Plan Administrator may charge a reasonable fee for the copies.

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" of the Program, have a duty to act prudently and in the interest of you and other Program Participants and beneficiaries.

No one, including your employer 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. 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.

Enforce Your Rights: Under ERISA, there are steps you can take to enforce the legal rights described above. For instance, if you request Program materials 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 state or Federal court.

If it should happen that plan 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.

Assistance with your questions: If you have any questions about the Program, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at (866) 444-3272.

Plan Administrator's Discretion

The Plan Administrators are the Vice President, Human Resources Center of Expertise; the Global Benefits Director; Associate Director of North America Benefits; and North America Health and Welfare Plans Leader. The Company may also appoint other persons, groups of persons, or entities as named fiduciaries of the Program. 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 Program, 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 Claim Administrators' authority, see the Plan Document and the "Claims Procedures Appendix" for information about the Claims Administrator's discretion.

Plan Document

The Program will be administered in accordance with its terms. If the VPHR determines that the applicable Plan Document or this SPD has a drafting error (sometimes called a "scrivener's error"), the applicable Plan Document or SPD 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 Program 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 the Company's intent in establishing the Plan and taking into account all evidence (written and oral) that he deems appropriate or helpful.

Payment of Unauthorized Benefits

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

- The amount of any other benefit paid to, or on behalf of, such Participant may be reduced by the amount of the excess payment.
- The Plan Administrator may require the Participant 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 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.

Fraud Against the Program

If you intentionally misrepresent information to the Rohm and Haas Company Health and Welfare Plan or the Program, knowingly withhold relevant information from the Program, or deceive or mislead the Program, the Plan Administrator may (1) terminate your participation in the Program, retroactively from the date deemed appropriate by the Plan Administrator, or prospectively; (2) require you to reimburse the Program for amounts it paid, including all costs of collection such as attorneys' fees and court costs; and/or (3) prohibit you from enrolling in the Program or determine that you are not eligible for coverage under the Program. In addition, Dow may 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, Rohm and Haas, or any of their subsidiaries or affiliates 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 or the Rohm and Haas Company Health and Welfare Plan.

No Government Guarantee of Welfare Benefits

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

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 to advise them on issues related to the Program or the Advisee's responsibilities under the Program:

- the Advisor's client is the Advisee and not any Employee, Retiree, Participant, 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, Retiree, Participant, 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.

Waiver

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 the specific term, condition, or provision waived and shall remain in effect only for the period specifically stated in the waiver.

Providing Notice to Administrator

No notice, election or communication in connection with the Program that you, a beneficiary, 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.

No Assignment of Benefits

Except as otherwise provided in the Plan Document or an applicable Incorporated Document, or to the extent permitted or required by law, benefits payable under the Program shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge of any kind.

Incompetent and Deceased Participants

Except as otherwise provided in an applicable Incorporated Document:

- If the Administrator determines that a Participant is not physically or mentally capable of receiving or acknowledging receipt of benefits under the Program, the Administrator may make benefit payments to the court-appointed legal guardian of the Participant, to an individual who has become the legal guardian of the Participant by operation of state law, or to another individual whom the Administrator determines is the appropriate person to receive such benefits on behalf of the Participant.
- Payments due to deceased Participants from claims made under a Program shall be made to the Participant's estate.

Tax Consequences of Coverage and Benefits

Neither the Company, nor any other Participating Employer or any other affiliate, makes any assertion or warranty about (1) services and supplies that a Participant obtains, or obtains reimbursement for, as Plan benefits; or (2) whether any taxes are required by any government or government agency to be withheld from, or paid with respect to, amounts paid under the Plan. The Participant shall bear all taxes on amounts paid under the Plan to the extent that no taxes are withheld, irrespective of whether withholding is required.

Dow's Right to Terminate the Program

The Company reserves the right to amend, modify or terminate the Rohm and Haas Company Health and Welfare Plan (including amending the Program and the SPD), 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 are contained in the Plan Document.

Claims Procedures Appendix

A “Claim” is a written request by a claimant for a *Plan benefit* or an *Eligibility Determination*. There are two kinds of Claims:

A Claim for Plan Benefits is a request for benefits covered under the Program.

An Eligibility Determination is a kind of Claim. It is a request for a determination as to whether a claimant is eligible to be a Participant or covered Dependent under the Program.

You must follow the claims procedures for either *CLAIMS FOR PLAN BENEFITS* or *CLAIMS FOR AN ELIGIBILITY DETERMINATION*, whichever applies to your situation. See applicable sections below.

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 these Claims Administrators is a named fiduciary of the Program with respect to the respective types of Claims that they process.

Claims for an Eligibility Determination: The Initial Claims Reviewer is the North America Health and Welfare Plans Leader for The Dow Chemical Company or his delegate. The Appeals Administrators are the Associate Director of North America Benefits and the Global Benefits Director.

Claims for a Plan Benefit: The Initial Claims Reviewer and the Appeals Administrator are MetLife.

Authority of the 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 the Program under section 502 of the Employee Retirement Income Security Act (ERISA) in a federal court, provided you complete the claims procedures described in this Appendix (or the Claims Administrator fails to timely respond to your claim). If the Claims Administrator’s determinations are challenged in court, they shall not be overturned unless proven to be arbitrary and capricious.

Litigation

If you wish to file a lawsuit against the Program or the Rohm and Haas Company Health and Welfare 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 Plan fiduciaries or parties-in-interest (within the meaning of ERISA) that relates to the Program, 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.

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.

Class Action Lawsuits

Legal actions against the Rohm and Haas Company Health and Welfare Plan or the Program 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.

An Authorized Representative May Act on Your Behalf

An Authorized Representative may submit a Claim on behalf of a Program Participant. The Program will recognize a person as a Program 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 will also be recognized by the Program.

HOW TO FILE A CLAIM FOR PLAN BENEFITS

For Claims that are requests for Program benefits, the claimant must call the Retiree Service Center at (800) 344-0661 to report the death. The Retiree Service Center will contact MetLife on your behalf and you will receive the appropriate Claimant Statement forms and instructions directly from MetLife. A certified death certificate that states the cause of death must be provided to MetLife, along with the completed Claimant Statement, in order to disburse the life insurance proceeds. For more information see also the certificate of insurance from MetLife.

HOW TO FILE A CLAIM FOR AN ELIGIBILITY DETERMINATION

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

- The name of the person who is requesting an eligibility determination,
- The benefit plan for which the eligibility determination is being requested (Rohm and Haas Company Health and Welfare Plan's Life Insurance Program for Chemical Retirees),
- The relationship of the person requesting eligibility determination in relation to the Employee or Retiree, and
- Documentation of such relationship.

Claims for an Eligibility Determinations must be sent to:

North America Health and Welfare Plans Leader
The Dow Chemical Company
Employee Development Center
Midland, MI 48674
Attention: Initial Claims Reviewer for the life insurance plans of The Dow Chemical Company and certain of its subsidiaries (eligibility determination)

INITIAL DETERMINATIONS

If you submit a Claim for Plan Benefits or 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:

- Your name,
- The name of the Plan (Rohm and Haas Company Health and Welfare Plan's Life Insurance Program for Chemical Retirees),
- 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:

Associate Director of North America Benefits
 The Dow Chemical Company
 Employee Development Center
 Midland, MI 48674
 Attention: Appeals Administrator for the life insurance plans of The Dow Chemical Company and certain of its subsidiaries (appeal of eligibility determination)

Appeals of Claims for Plan Benefits should be sent to:

Metropolitan Life Insurance Company
 Group Life Claims
 P.O. Box 6100
 Scranton, PA 18505
 Attention: Claims Administrator for the life insurance plans of The Dow Chemical Company and certain of its subsidiaries (appellate review)

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..

NOTICE TO INSUREDS

READ THIS NOTICE CAREFULLY BEFORE ACCESSING THE FOLLOWING INFORMATION. MetLife is providing this electronic document describing the insurance benefits provided for in your certificate of insurance as a convenience. The Dow Chemical Company maintains the group insurance policy, including a copy of the certificate of insurance that is available for you to review and copy if necessary. If there is any conflict between the information in this electronic document and the group insurance policy and certificate, the policy and certificate shall control in all respects.

YOUR BENEFIT PLAN

THE DOW CHEMICAL COMPANY

Rohm and Haas Company – Chemical Retirees

Basic Life Insurance

Dependent Life Insurance

Certificate Date: January 1, 2014

This document is the Summary Plan Description for the Rohm and Haas Company Health and Welfare Plan's Retirees Life Insurance Program for Chemical Retirees.

Certificate Number 18



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE OF INSURANCE

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You and Your Dependents are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

Policyholder: The Dow Chemical Company
Group Policy Number: 11700-G
Type of Insurance: Term Life Insurance
MetLife Toll Free Number(s):
For Claim Information FOR LIFE CLAIMS: 1-800-638-6420

THIS CERTIFICATE ONLY DESCRIBES TERM LIFE INSURANCE.

THE BENEFITS OF THE POLICY PROVIDING YOU COVERAGE ARE GOVERNED PRIMARILY BY THE LAWS OF A STATE OTHER THAN FLORIDA.

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

For Texas Residents:

Para Residentes de Texas:

IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener información o para someter una queja:

You may call MetLife's toll free telephone number for information or to make a complaint at

Usted puede llamar al numero de teléfono gratis de MetLife para información o para someter una queja al

1-800-638-6420

1-800-638-6420

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771

Puede escribir al Departamento de Seguros de Texas
P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Web: <http://www.tdi.state.tx.us>

Email: ConsumerProtection@tdi.state.tx.us

Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should You have a dispute concerning Your premium or about a claim, You should contact MetLife first. If the dispute is not resolved, You may contact the Texas Department of Insurance.

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con MetLife primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

ATTACH THIS NOTICE TO YOUR CERTIFICATE:

This notice is for information only and does not become a part or condition of the attached document.

UNA ESTE AVISO A SU CERTIFICADO:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

NOTICE FOR RESIDENTS OF TEXAS

The Definition Of Child Is Modified For The Coverage Listed Below:

For Texas Residents (Life Insurance):

The term also includes Your grandchildren. The age limit for children and grandchildren will not be less than 25, regardless of the child's or grandchild's student status or full-time employment status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a Child under this insurance. In addition, grandchildren must be able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Insurance.

NOTICE FOR RESIDENTS OF ARKANSAS

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201
(501) 371-2640 or (800) 852-5494

NOTICE FOR RESIDENTS OF CALIFORNIA

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR THE METLIFE CLAIM OFFICE SHOWN ON THE EXPLANATION OF BENEFITS YOU RECEIVE AFTER FILING A CLAIM.

IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA INSURANCE DEPARTMENT AT:

**DEPARTMENT OF INSURANCE
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013
1 (800) 927-4357**

NOTICE FOR RESIDENTS OF GEORGIA

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

NOTICE FOR RESIDENTS OF IDAHO

If You have a question concerning Your coverage or a claim, first contact the Policyholder. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Idaho Department of Insurance
Consumer Affairs
700 West State Street, 3rd Floor
PO Box 83720
Boise, Idaho 83720-0043
1-800-721-3272 or www.DOI.Idaho.gov

NOTICE FOR RESIDENTS OF ILLINOIS

IMPORTANT NOTICE

To make a complaint to MetLife, You may write to:

MetLife
200 Park Avenue
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Services Division
Springfield, Illinois 62767

NOTICE FOR RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

Metropolitan Life Insurance Company

1-800-638-6420

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at www.in.gov/idoi

NOTICE FOR RESIDENTS OF NORTH CAROLINA

Read your Certificate Carefully.

IMPORTANT CANCELLATION INFORMATION

Please Read The Provisions Entitled

**DATE YOUR INSURANCE ENDS and DATE YOUR INSURANCE FOR
YOUR DEPENDENTS ENDS**

Found on Pages e/ee and e/dep

NOTICE FOR RESIDENTS OF NORTH CAROLINA

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS, SHALL:

- (1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND
- (2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES.

VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

NOTICE FOR RESIDENTS OF UTAH

Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
 - o \$500,000 in death benefits
 - o \$200,000 in cash surrender or withdrawal values
- Health Insurance
 - o \$500,000 in hospital, medical and surgical insurance benefits
 - o \$500,000 in long-term care insurance benefits
 - o \$500,000 in disability income insurance benefits
 - o \$500,000 in other types of health insurance benefits
- Annuities
 - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.utlifega.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
60 East South Temple, Suite 500
Salt Lake City UT 84111
(801) 320-9955

Utah Insurance Department
3110 State Office Building
Salt Lake City UT 84114-6901
(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

NOTICE FOR RESIDENTS OF VIRGINIA

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event You need to contact someone about this insurance for any reason please contact Your agent. If no agent was involved in the sale of this insurance, or if You have additional questions You may contact the insurance company issuing this insurance at the following address and telephone number:

MetLife
200 Park Avenue
New York, New York 10166
Attn: Corporate Consumer Relations Department

To phone in a claim related question, You may call Claims Customer Service at:
1-800-275-4638

If You have been unable to contact or obtain satisfaction from the company or the agent, You may contact the Virginia State Corporation Commission's Bureau of Insurance at:

The Office of the Managed Care Ombudsman
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218
1-877-310-6560 - toll-free
1-804-371-9691 - locally
www.scc.virginia.gov - web address
ombudsman@scc.virginia.gov - email

NOTICE FOR RESIDENTS OF WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If You are having problems with Your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve Your problem.

MetLife
Attn: Corporate Consumer Relations Department
200 Park Avenue
New York, NY 10166-0188
1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

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SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You and Your Dependents will only be insured for the benefits:

- for which You and Your Dependents become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

The amount of Insurance that We will pay will be decreased by the amount of any contributions due and unpaid to Us for that insurance.

BENEFIT

BENEFIT AMOUNTS AND HIGHLIGHTS

How We Will Pay Benefits

Unless the Beneficiary requests payment by check, when the Certificate states that We will pay benefits in "one sum" or a "single sum", We may pay the full benefit amount:

- by check;
- by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
- by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

Life Insurance For You

Basic Life Insurance

For Rohm and Haas Company Chemical Retired Employees:

For Class 1	\$3,000
For Class 2	\$3,000
For Class 3	\$5,000
For Class 4	\$5,000
For Class 5	\$10,000
For Class 6	\$10,000
For Class 7	\$12,000
For Class 8	\$10,000
For Class 9	\$15,000
For Class 10	\$15,000
For Class 11	\$17,000
For Class 12	\$15,000
For Class 13	\$10,000

SCHEDULE OF BENEFITS (continued)

For Class 14.....	Your flat amount of insurance that was in effect for You on Your last day of work as an active Full-Time Employee prior to Your Retirement
For Class 15.....	\$10,000
For Class 16.....	An amount equal to 1 times Your Basic Annual Earnings, rounded to the next higher multiple of \$1,000, that was in effect for You on Your last day of work as an active Full-Time Employee prior to Your Retirement
For Class 17.....	\$10,000
For Class 18.....	Your flat amount of insurance that was in effect for You on Your last day of work as an active Full-Time Employee prior to Your Retirement
For Class 19.....	\$10,000
For Class 20.....	An amount equal to 1 times Your Basic Annual Earnings, rounded to the next higher multiple of \$1,000, that was in effect for You on Your last day of work as an active Full-Time Employee prior to Your Retirement
For Class 21.....	\$21,000
For Class 22.....	An amount recorded and maintained by the Policyholder and reported to Us
For Class 23.....	An amount recorded and maintained by the Policyholder and reported to Us
For Class 24.....	An amount recorded and maintained by the Policyholder and reported to Us

SCHEDULE OF BENEFITS (continued)

Primary Amount of Basic Life Insurance – applicable only to Classes 1, 2, 3 and 4:

- Option 1: Level Term (available only if You Retired after January 1, 1975) An amount equal to a percentage of Your Basic Annual Earnings for the most recent five years of Employment immediately prior to Your Retirement. The amount of Basic Life Insurance is recorded and maintained by the Policyholder and reported to Us.
- Option 2: 10-Year Decreasing Term..... An amount equal to 3 times Your average Basic Annual Earnings for the most recent five years of Employment immediately prior to Your Retirement. This amount will be reduced annually by 10% of the original amount of insurance beginning on the 1st anniversary of Your Retirement, until the amount of insurance equals zero.
Reduced amounts of Basic Life Insurance are rounded to the next higher multiple of \$1,000, if not already an exact multiple.

If You Are Age 65 Or Older – applicable only to Classes 14, 16, 18, 20, 22 and 23:

The amount of Your Basic Life Insurance will decrease on the first day of the calendar month in which You attain any of the ages specified in the following table:

<u>Age when reduction occurs</u>	<u>Percentage by which original amount of insurance will be reduced</u>
65	50%
66	60%
67	70%
68	80%
69	90%

In no event will the amount of Your Basic Life Insurance be less than the lower of \$3,000 or the amount specified in the collective bargaining agreement that applied to Your Employee class on the date of Your Retirement or the retiree confirmation letter you received at the time of Your Retirement.

SCHEDULE OF BENEFITS (continued)

Life Insurance For Your Dependents

For Rohm and Haas Company Chemical Retired Employees in Classes 14, 16, 18, 20, 22 and 23:

Option 1 (Spouse and Child Insurance)

For Your Spouse.....	\$3,000
For each of Your Children:	
At least 14 days but not yet 6 months.....	\$300
At least 6 months but not yet 2 years	\$600
At least 2 years but not yet 3 years	\$1,200
At least 3 years and older	\$1,500

Option 2 (Spouse and Child Insurance)

For Your Spouse.....	\$5,000
For each of Your Children:	
At least 14 days but not yet 6 months.....	\$500
At least 6 months but not yet 2 years	\$1,000
At least 2 years but not yet 3 years	\$2,000
At least 3 years and older	\$2,500

Option 3 (Spouse Insurance) – applicable only to a closed group of Retired Employees as recorded and maintained by the Policyholder and reported to Us

For Your Spouse.....	\$1,000
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If You Are Age 65 Or Older – applicable only to Dependent Life Insurance Options 1 and 2

The amount of Your Dependent Life Insurance for Your Spouse will decrease by 50% on the first day of the calendar month in which You attain age 65.

DEFINITIONS

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Policyholder's place of business;
- an alternate place approved by the Policyholder; or
- a place to which the Policyholder's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Policyholder approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Basic Annual Earnings means Your gross annual rate of pay as determined by the Policyholder, excluding commissions, bonuses, overtime and other extra pay in effect on the day before the date of Your Retirement.

Beneficiary means the person(s) to whom We will pay insurance as determined in accordance with the GENERAL PROVISIONS section.

Child means the following: (for residents of Texas, the Child Definition is modified as explained in the notice pages of this certificate - please consult the Notice)

for Life Insurance, Your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or stepchild (including the child of a Domestic Partner); and who, in each case, is under age 26, unmarried and supported by You.

For the purposes of determining who may become covered for insurance, the term does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is insured under the Group Policy as an employee.

Contributory Insurance means insurance for which the Policyholder requires You to pay any part of the premium.

Contributory Insurance includes: for Classes 14, 16, 18, 20, 22, and 23, Basic and Dependent Life Insurance prior to Your attainment of age 65. At attainment of age 65, such insurance becomes Noncontributory Insurance.

Dependent(s) means Your Spouse and/or Child.

DEFINITIONS (continued)

Domestic Partner means each of two people, one of whom is an employee of the Policyholder, who:

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
 1. 18 years of age or older;
 2. unmarried;
 3. the sole domestic partner of the other person and have been so for the immediately preceding 12 months;
 4. sharing a primary residence with the other person and have been so sharing for the immediately preceding 12 months; and
 5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the employee.

Employee means "Employee" as defined in the Rohm and Haas Company Health and Welfare Plan document.

Full-Time means Active Work on the Policyholder's regular work schedule for the eligible class of Employees to which You belong. The work schedule must be at least 20 hours a week.

Hospital means a facility which is licensed as such in the jurisdiction in which it is located and:

- provides a broad range of medical and surgical services on a 24 hour a day basis for injured and sick persons by or under the supervision of a staff of Physicians; and
- provides a broad range of nursing care on a 24 hour a day basis by or under the direction of a registered professional nurse.

Hospitalized means:

- admission for inpatient care in a Hospital;
- receipt of care in the following:
 - a hospice facility;
 - an intermediate care facility; or
 - a long term care facility; or
- receipt of the following treatment, wherever performed:
 - chemotherapy;
 - radiation therapy; or
 - dialysis.

Morton Chemical Retiree means a Retiree who was formerly employed by Morton Chemicals division of Morton International Inc. at any time prior to October 1, 2009 and was transferred to Rohm and Haas Company prior to October 1, 2009.

Noncontributory Insurance means insurance for which the Policyholder does not require You to pay any part of the premium.

DEFINITIONS (continued)

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- You;
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's:
 - parents;
 - children (natural, step or adopted);
 - siblings;
 - grandparents; or
 - grandchildren.

Policyholder's Retirement Plan means either the Rohm and Haas Company Retirement Plan (ROH Retirement Plan) or the Morton International, Inc. Pension Plan for Collectively Bargained Employees ("MIPP") (or any of their predecessor plans that were merged into the Rohm and Haas Company Retirement Plan or MIPP).

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Retiree means an Employee who is retired under Policyholder's Retirement Plan.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Spouse means Your lawful spouse. Wherever the term "Spouse" appears in the certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

For the purposes of determining who may become covered for insurance, the term does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is insured under the Group Policy as an employee.

DEFINITIONS (continued)

We, Us and **Our** mean MetLife.

Written or **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

You and **Your** mean a Retiree who is insured under the Group Policy for the insurance described in this certificate.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)

All Rohm and Haas Company Chemical Retired Employees of the Policyholder who meet one of the following class descriptions and who:

1. with respect to Class 14, 16, 18, 19, 20, 21, 22, 23, and 24 Employees who Retired prior to January 1, 2004, were at least age 55 and had completed at least five years of service prior to Retirement; or
2. with respect to Class 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 Employees who Retired prior to January 1, 2004:
 - Retired under the Rohm and Haas 56/30 Pension Plan provision; or
 - were at least age 60 and completed at least 15 years of service prior to Retirement; or
 - were at least age 60 with less than 15 years of service prior to Retirement, but were age 50 or older and already Employed by the Policyholder as of the applicable date below:
 - for Bristol Plant hourly Employees, by May 10, 1988;
 - for Texas hourly Employees, hired before March 5, 1988 and attained age 50 by January 1, 1989;
 - for Louisville Plant Firemen and Oilers Employees, by January 1, 1989; and
 - for all other Employees, by January 1, 1988; or
3. with respect to all classes who Retired on or after January 1, 2004:
 - were at least age 55 and had completed at least 25 years of service at the time of Retirement; or
 - were at least age 60 and had completed at least 15 years of service at the time of Retirement.

Class 1: Rohm and Haas Chemical Retirees who are not subject to a collective bargaining agreement and Rohm and Haas Chemical Retirees who are subject to a collective bargaining agreement at Philadelphia, Houston, and Louisville (IBFO) who Retired on or before December 31, 1996

Class 2: Rohm and Haas Chemical Retirees who are subject to a collective bargaining agreement from Knoxville and Louisville (PACE) who Retired on or before December 31, 1997

Class 3: Rohm and Haas Chemical Retirees who are subject to a collective bargaining agreement in Bristol/Croydon Local 88 who Retired on or before April 30, 1997

Class 4: Rohm and Haas Chemical Retirees who are subject to a collective bargaining agreement in Bristol/Croydon Local 506 who Retired on or before December 31, 1996

Class 5: Rohm and Haas Chemical Retirees who are not subject to a collective bargaining agreement and Rohm and Haas Chemical Retirees at Philadelphia who are subject to a collective bargaining agreement who were under age 60 as of January 1, 1997 (March 31, 1997 for severance benefit Employees working up until that time) and Retired between January 1, 1997 and December 31, 2003

Class 6: Rohm and Haas Chemical Retirees located in Houston, Louisville (IBFO) and Bristol/Croydon Local 506 who are subject to a collective bargaining agreement who were under age 60 as of January 1, 1997 and Retired between January 1, 1997 and December 31, 2003

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

- Class 7:** Rohm and Haas Chemical Retirees who are subject to a collective bargaining agreement in Bristol/Croydon Local 88 who were under age 60 as of May 1, 1997 and Retired between May 1, 1997 and December 31, 2003
- Class 8:** Rohm and Haas Chemical Retirees who are subject to a collective bargaining agreement from Knoxville and Louisville (PACE) who were under age 60 as of December 31, 1997 and Retired between January 1, 1998 and December 31, 2003
- Class 9:** Rohm and Haas Chemical Retirees who are not subject to a collective bargaining agreement and Rohm and Haas Chemical Retirees located in Philadelphia who are subject to a collective bargaining agreement who were age 60 or over as of January 1, 1997 (March 31, 1997 for severance benefit Employees working up until that time) and Retired between January 1, 1997 and December 31, 2003
- Class 10:** Rohm and Haas Chemical Retirees located in Houston, Louisville (IBFO) and Bristol/Croydon Local 506 who are subject to a collective bargaining agreement who were age 60 or over as of January 1, 1997 and Retired between January 1, 1997 and December 31, 2003
- Class 11:** Rohm and Haas Chemical Retirees located in Bristol/Croydon Local 88 who are subject to a collective bargaining agreement who were age 60 or over as of May 1, 1997 and Retired between May 1, 1997 and December 31, 2003
- Class 12:** Rohm and Haas Chemical Retirees who are subject to a collective bargaining agreement from Knoxville and Louisville (PACE) who were age 60 or over as of December 31, 1997 and Retired between January 1, 1998 and December 31, 2003
- Class 13:** Rohm and Haas Chemical Retirees who are not subject to a collective bargaining agreement and Rohm and Haas Chemical Retirees located in Philadelphia, Bristol/Croydon, Knoxville, Houston and Louisville who are subject to a collective bargaining agreement who were hired prior to January 1, 2003 and Retired on or after January 1, 2004
- Class 14:** Morton Chemical Retirees who are subject to a collective bargaining agreement from Chicago (Kilbourn) who Retired prior to January 1, 2004
- Class 15:** Morton Chemical Retirees who are subject to a collective bargaining agreement from Chicago (Kilbourn) who were hired prior to January 1, 2003 and Retired on or after January 1, 2004
- Class 16:** Morton Chemical Retirees who are not subject to a collective bargaining agreement who Retired prior to January 1, 2004
- Class 17:** Morton Chemical Retirees who are not subject to a collective bargaining agreement who were hired prior to January 1, 2003 and Retired on or after January 1, 2004

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

- Class 18:** Morton Chemical bargaining Retirees in Elk Grove who Retired prior to June 1, 2001
- Class 19:** Morton Chemical Retirees who are subject to a collective bargaining agreement from Elk Grove who were hired prior to January 1, 2003 and Retired on or after January 1, 2001
- Class 20:** Morton Chemical Retirees who are subject to a collective bargaining agreement from Wytheville who Retired prior to August 1, 2002
- Class 21:** Morton Chemical Retirees who are subject to a collective bargaining agreement from Wytheville who were hired prior to January 1, 2003 and who Retired on or after August 1, 2002
- Class 22:** Any Morton Chemical Retiree not subject to a collective bargaining unit at a location not listed above
- Class 23:** Any Morton Chemical Retiree subject to a collective bargaining unit at a location not listed above who Retired prior to October 1, 2009, unless such Retiree was receiving disability payments under the Rohm and Haas Long Term Disability Program of the Rohm and Haas Company Health and Welfare Plan on September 30, 2009, in which case the October 1, 2009 date does not apply.
- Class 24:** Closed group of Retired Morton Key Executives on file with the Policyholder covered by the Morton Thiokol, Inc. Executive Post-Retirement Life Insurance Plan

You are eligible for insurance if You were Actively at Work on a Full-Time basis and covered for insurance on the day immediately preceding the date of Your Retirement and have Retired in accordance with the Policyholder's Retirement plan. Please be aware that:

- references to Active Work and Actively at Work will not apply; and
- end of Employment will mean the end of the person's status as a Retiree, as stated in the Policyholder's Retirement plan.

DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on January 1, 2014, You will be eligible for the insurance described in this certificate on that date.

Except for Retirees of Morton International, Inc. if You enter an eligible class after January 1, 2014, You will be eligible for insurance on the date You enter that class. With respect to Retirees of Morton International, Inc. You must have been in an eligible class prior to October 1, 2009.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

Previous Employment With The Policyholder

If You were Employed by the Policyholder and insured by Us under a policy of group life insurance when Your Employment ended, You will not be eligible for life insurance under this Group Policy if You are re-hired by the Policyholder within 2 years after such Employment ended, unless You surrender:

- any individual policy of life insurance to which You converted when Your employment ended; and
- any certificate of insurance continued as ported insurance when such employment ended.

The cash value, if any, of such surrendered insurance will be paid to You.

ENROLLMENT PROCESS

If You are eligible for Noncontributory Insurance, You will be automatically enrolled for such insurance.

If You are eligible for Contributory Insurance, You may enroll for such insurance by completing the required form. You will be notified by the Policyholder how much You will be required to contribute.

DATE YOUR INSURANCE TAKES EFFECT

Rules for Noncontributory Insurance

When You complete the enrollment process for Noncontributory Insurance, such insurance will take effect on the date You become eligible.

Rules for Contributory Insurance

If You complete the enrollment process for Contributory Insurance within 31 days of the date You become eligible, such insurance will take effect on the later of:

- the date You become eligible for such insurance; and
- the date You enroll.

If You request Contributory Insurance more than 31 days after the date You become eligible for such insurance, You must give evidence of Your insurability satisfactory to us. You must give such evidence at Your expense. If We determine that You are insurable, such insurance will take effect on the later of

- the date You become eligible for such insurance; and
- the date We state in Writing.

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

1. the date the Group Policy ends; or
2. the date insurance ends for Your class; or
3. the end of the period for which the last premium has been paid for You; or
4. the date You cease to be in an eligible class.

Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU for information concerning the option to convert to an individual policy of life insurance if Your Life Insurance ends.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

ELIGIBLE CLASS(ES) FOR DEPENDENT INSURANCE

All Rohm and Haas Company Chemical Retired Employees of the Policyholder who meet one of the following class descriptions, and who, with respect to Employees who Retired prior to January 1, 2004, were at least age 55 and had completed at least five years of service prior to Retirement.

- Class 14:** Morton Chemical Retirees who are subject to a collective bargaining agreement from Chicago (Kilbourn) who Retired prior to October 1, 2003
- Class 16:** Morton Chemical Retirees who are not subject to a collective bargaining agreement who Retired prior to January 1, 2004
- Class 18:** Morton Chemical bargaining Retirees in Elk Grove who Retired prior to June 1, 2001
- Class 20:** Morton Chemical Retirees who are subject to a collective bargaining agreement from Wytheville who Retired prior to August 1, 2002
- Class 22:** Any Morton Chemical Retiree not subject to a collective bargaining unit at a location not listed above who Retired prior to October 1, 2009, unless such Retiree was receiving disability payments under the Rohm and Haas Long Term Disability Program of the Rohm and Haas Company Health and Welfare Plan on September 30, 2009, in which case the October 1, 2009 date does not apply.
- Class 23:** Any Morton Chemical Retiree subject to a collective bargaining unit at a location not listed above

You are eligible for insurance if You were Actively at Work on a Full-Time basis and covered for insurance on the day immediately preceding the date of Your Retirement and have Retired in accordance with the Policyholder's Retirement plan. Please be aware that:

- references to Active Work and Actively at Work will not apply; and
- end of employment will mean the end of the person's status as a Retiree, as stated in the Policyholder's Retirement plan.

DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE

You may only become eligible for the Dependent insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on January 1, 2014, You will be eligible for Dependent insurance on the later of:

1. January 1, 2014; and
2. the date You obtain a Dependent.

Except for Retirees of Morton International, Inc., if You enter an eligible class after January 1, 2014, You will be eligible for Dependent insurance on the later of:

1. the date You enter a class eligible for insurance; and
2. the date You obtain a Dependent.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

With respect to Morton International, Inc., Retirees, You must have been in an eligible class prior to October 1, 2009.

No person may be insured as a Dependent of more than one Employee.

ENROLLMENT PROCESS

In order to enroll for Life Insurance for Your Dependents, You must either (a) already be enrolled for Basic and Supplemental Life Insurance for You or (b) enroll at the same time for Basic and Supplemental Life Insurance for You.

If You become eligible for Dependent insurance, You may enroll for such insurance by providing Us with the information We require for each Dependent to be insured. In addition, each of Your Dependents must give evidence of insurability satisfactory to Us at Your expense if required to do so under the section entitled EVIDENCE OF INSURABILITY. If You enroll for Contributory Insurance, You must also give the Policyholder written permission to deduct premiums from Your pay for such insurance. You will be notified by the Policyholder how much You will be required to contribute.

DATE INSURANCE TAKES EFFECT FOR YOUR DEPENDENTS

Rules for Noncontributory Dependent Insurance

When You complete the enrollment process for Noncontributory Dependent Insurance, such insurance will take effect on the date You become eligible.

Rules for Contributory Dependent Insurance

If You complete the enrollment process for Dependent Life Insurance within 31 days of the date You become eligible, such insurance will take effect for each enrolled Dependent on the later of:

- the date You become eligible for such insurance; and
- the date You enroll.

If You do not complete the enrollment process for Dependent Life Insurance within 31 days of the date You become eligible, You will not be eligible for such insurance.

If You obtain a Dependent after You become eligible for Dependent insurance, You will not be eligible for such insurance.

DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS

A Dependent's insurance will end on the earliest of:

1. the date all of the Life Insurance under the Group Policy ends; or
2. the date You die; or
3. the date the Group Policy ends; or
4. the date Your Employee Life Insurance under the Group Policy ends; or
5. the date Insurance for Your Dependents ends under the Group Policy; or
6. the date Insurance for Your Dependents ends for Your class; or
7. the date the person ceases to be a Dependent; or

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

8. the date You cease to be in an eligible class; or
9. the end of the period for which the last premium has been paid for the Dependent.

Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS for information concerning the option to convert to an individual policy of life insurance if Life Insurance for a Dependent ends.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

FOR MENTALLY OR PHYSICALLY HANDICAPPED CHILDREN

Insurance for a Dependent Child may be continued past the age limit if the child is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law. Proof of such handicap must be sent to Us within 31 days after the date the Child attains the age limit and at reasonable intervals after such date.

Subject to the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, insurance will continue while such Child:

- remains incapable of self-sustaining employment because of a mental or physical handicap; and
- continues to qualify as a Child, except for the age limit.

FOR FAMILY AND MEDICAL LEAVE

Family and Medical leave provisions do not apply to Retirees.

EVIDENCE OF INSURABILITY

We require evidence of insurability satisfactory to Us as follows:

1. if You make a **late request** for Life Insurance. A late request is one made more than 31 days after You become eligible.
If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, You will not be covered for Life Insurance.

The evidence of insurability is to be given at Your expense.

LIFE INSURANCE: FOR YOU

If You die, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if We approve it, will pay the Beneficiary the Life Insurance in effect on the date of Your death.

PAYMENT OPTIONS

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

PAYMENT OF FUNERAL EXPENSES

We may, at Our option, deduct part of the Life Insurance payable to the Beneficiary for the purpose of reimbursing any person who incurred funeral expenses for Your death. We may make such payment after We receive Proof that such expenses were incurred. The payment will be equal to the expense incurred, up to a maximum payment of \$500.

LIFE INSURANCE: FOR YOUR DEPENDENTS

If a Dependent dies, Proof of the Dependent's death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if We approve it, will pay the Beneficiary the Life Insurance in effect on the life of such Dependent on the date of death.

PAYMENT OPTIONS

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

LIFE INSURANCE: CONVERSION OPTION FOR YOU

If Your life insurance ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance ("new policy") from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the "option to convert". Evidence of Your insurability will not be required.

When You Will Have the Option to Convert

You will have the option to convert when:

- A. Your life insurance ends because:
- You cease to be in an eligible class;
 - Your employment ends;
 - this Group Policy ends, provided You have been insured for life insurance for at least 5 continuous years; or
 - this Group Policy is amended to end all life insurance for an eligible class of which You are a member, provided You have been insured for at least 5 continuous years; or
- B. Your life insurance is reduced:
- on or after the date You attain age 60;
 - because You change from one eligible class to another; or
 - due to an amendment of this Group Policy.

If You opt not to convert a reduction in the amount of Your life insurance as described above, You will not have the option to convert that amount at a later date.

Application Period

If You opt to convert Your life insurance for any of the reasons stated above, We must receive a completed conversion application form from You within the Application Period described below.

If You are given Written notice of the option to convert within 15 days before or after the date Your life insurance ends or is reduced, the Application Period begins on the date that such life insurance ends or is reduced and expires 31 days after such date.

If You are given Written notice of the option to convert more than 15 days after the date Your life insurance ends or is reduced, the Application Period begins on the date such life insurance ends or is reduced and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date Your life insurance ends or is reduced.

Option Conditions

The option to convert is subject to the following:

- A. Our receipt within the Application Period of:
- Your Written application for the new policy; and
 - the premium due for such new policy;
- B. the premium rates for the new policy will be based on:
- Our rates then in use;
 - the form and amount of insurance for which you apply;
 - Your class of risk; and
 - Your age;

LIFE INSURANCE: CONVERSION OPTION FOR YOU (continued)

- C. the new policy may be on any form then customarily offered by Us excluding term insurance;
- D. the new policy will be issued without an accidental death and dismemberment benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefit; and
- E. the new policy will take effect on the 32nd day after the date Your life insurance ends or is reduced; this will be the case regardless of the duration of the Application Period.

Maximum Amount of the New Policy

If Your Life Insurance ends due to the end of this Group Policy or the amendment of this Group Policy to end all life insurance for an eligible class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- the amount of Your life insurance that ends under this Group Policy less the amount of life insurance for which You become eligible under any group policy within 31 days after the date insurance ends under this Group Policy; or
- \$10,000.

If Your life insurance ends or is reduced due to the Policyholder's organizational restructuring, the maximum amount of insurance that You may elect for the new policy is the amount of Your life insurance that ends under this Group Policy less the amount of life insurance for which You become eligible under any other group policy within 31 days after the date insurance ends under this Group Policy.

If Your life insurance ends or is reduced for any other reason, the maximum amount of insurance that You may elect for the new policy is the amount of Your life insurance which ends under this Group Policy.

If You Die Within 31 Days After Your Life Insurance Ends Or Is Reduced

If You die within 31 days after Your life insurance ends or is reduced by an amount You are entitled to convert, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it will pay the Beneficiary. The amount We will pay is the amount You were entitled to convert.

The amount You were entitled to convert will not be paid as insurance under both a new individual conversion policy and the Group Policy.

LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS

If life insurance for a Dependent ends or is reduced for any of the reasons stated below, You or that Dependent will have the option to buy from Us an individual policy of life insurance on the life of the Dependent ("new policy") during the Application Period in accordance with the conditions and requirements of this section. This is referred to as "the option to convert". Evidence of the Dependent's insurability will not be required.

When You or a Dependent Will Have the Option to Convert

You will have the option to convert life insurance for a Dependent when:

- A. life insurance for the Dependent ends because:
- You cease to be in an eligible class;
 - Your employment ends;
 - this Group Policy ends, provided You have been insured for life insurance for the Dependent for at least 5 continuous years; or
 - this Group Policy is amended to end all life insurance for Dependents for an eligible class of which You are a member, provided You have been insured for life insurance for the Dependent for at least 5 continuous years; or
- B. life insurance for the Dependent is reduced:
- on or after the date You attain age 60;
 - because You change from one eligible class to another; or
 - due to an amendment of this Group Policy.

A Dependent will have the option to convert when:

- life insurance for such Dependent ends because that Dependent ceases to qualify as a Dependent as defined in this certificate, or
- You die.

If You opt not to convert a reduction in the amount of life insurance for a Dependent, You will not have the option to convert that amount at a later date.

You must notify Us in the event that a Dependent ceases to qualify as a Dependent as defined in this certificate.

Application Period

If You or a Dependent opt to convert as stated above, We must receive a completed conversion application form within the Application Period described below.

If Written notice of the option to convert is given within 15 days before or after the date life insurance for a Dependent ends or is reduced, the Application Period begins on the date that such life insurance ends or is reduced and expires 31 days after such date.

If Written notice of the option to convert is given more than 15 days after the date life insurance for the Dependent ends or is reduced, the Application Period begins on the date such life insurance ends or is reduced and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date Life Insurance for the Dependent ends or is reduced.

Option Conditions

The option to convert is subject to the following:

- A. Our receipt within the Application Period of:

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LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS (continued)

- a Written application for the new policy for the Dependent; and
 - the premium due for such new policy;
- B. the premium rates for the new policy will be based on:
- Our rates then in use;
 - the form and amount of insurance which is applied for;
 - the Dependent's class of risk; and
 - the Dependent's age;
- C. the new policy may be on any form then customarily offered by Us excluding term insurance;
- D. the new policy will be issued without an accidental death and dismemberment benefit, an accelerated benefit option, waiver of premium benefit or any other rider or additional benefit; and
- E. the new policy will take effect on the 32nd day after the date Life Insurance for the Dependent ends or is reduced; this will be the case regardless of the duration of the Application Period.

Maximum Amount of the New Policy

If Life Insurance for a Dependent ends due to the end of this Group Policy or the amendment of this Group Policy to end all life insurance for Dependents for an eligible class of which You are a member, the maximum amount of insurance that may be elected for the new policy is the lesser of:

- the amount of Life Insurance for the Dependent that ends under this Group Policy less the amount of life insurance for Dependents for which You become eligible under any group policy within 31 days after the date insurance ends under this Group Policy; or
- \$10,000.

If life insurance for a Dependent ends or is reduced due to the Policyholder's organizational restructuring, the maximum amount of insurance that may be elected for the new policy is the amount of life insurance for the Dependent that ends under this Group Policy less the amount of life insurance for dependents for which You become eligible under any other group policy within 31 days after the date insurance ends under this Group Policy.

If Your life insurance for a Dependent ends or is reduced for any other reason, the maximum amount of insurance that You may elect for the new policy is the amount of Your life insurance for a Dependent that ends under this Group Policy.

If a Dependent Dies Within the 31 Days After Life Insurance for a Dependent Ends Or Is Reduced

If a Dependent dies within 31 days after the date life insurance for the Dependent ends or is reduced by an amount eligible for convert, Proof of the Dependent's death must be sent to Us. When we receive such Proof with the claim, We will review the claim and if We approve it, will pay the Beneficiary. The amount We will pay is the amount that could have been converted.

The amount that could have been converted will not be paid as insurance under both a new individual conversion policy and the Group Policy.

FILING A CLAIM

CLAIMS FOR LIFE INSURANCE BENEFITS

When there has been the death of an insured person, notify Us by calling 1-800-638-6420. This notice should be given to Us as soon as is reasonably possible after the death. The claim form will be sent to the beneficiary or beneficiaries of record.

The beneficiary or beneficiaries should complete the claim form and send it and Proof of the death to Us as instructed on the claim form.

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy. The benefit amount may be reduced by the amount of any due and unpaid contributions to premium outstanding at the time We make payment.

GENERAL PROVISIONS

Assignment

You may assign Your Life Insurance rights and benefits under the Group Policy as a gift or as a viatical assignment as described below. We will recognize the assignee(s) under such assignment as owner(s) of Your right, title and interest in the Group Policy if:

1. a Written form satisfactory to Us, affirming this assignment, has been completed;
2. the Written form has been Signed by You and the assignee(s);
3. the Policyholder acknowledges that Your Life Insurance being assigned is in force on the life of the assignor; and
4. the Written form is delivered to Us for recording.

We are not responsible for the validity of an assignment.

You may have made an irrevocable assignment under a group policy that the Group Policy replaces. In this case, We will recognize the assignee(s) under such assignment as owners of Your right, title and interest under the Group Policy if:

1. a Written form satisfactory to Us, affirming this assignment, has been completed;
2. the Written form has been Signed by You, the assignee(s) and the Policyholder; and
3. the Written form is delivered to Us for recording.

Beneficiary

You may designate a Beneficiary in Your application or enrollment form. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to the Policyholder using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to the Policyholder within 30 days of the date You Sign such request.

You do not need the Beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more Beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary to be one or more of the following who survive You:

- Your Spouse or Domestic Partner;
- Your child(ren);
- Your parent(s); or
- Your sibling(s).

Instead of making payment to any of the above, We may pay Your estate. Any payment made in good faith will discharge our liability to the extent of such payment. If a Beneficiary or a payee is a minor or incompetent to receive payment, We will pay that person's guardian.

For Your Life Insurance for Your Dependents, We may pay You as the Beneficiary if alive. If you are not alive, We may determine the Beneficiary to be one or more of the following who survive You:

- Your Spouse or Domestic Partner;
- Your child(ren);

GENERAL PROVISIONS (continued)

- Your parent(s); or
- Your sibling(s).

Instead of making payment to any of the above, We may pay Your estate. Any payment made in good faith will discharge our liability to the extent of such payment.

If You and any Dependent die within a 24 hour period, We will pay the Dependent's Life Insurance to the Beneficiary receiving payment of your Life Insurance or We may pay Your estate. If a Beneficiary or a payee is a minor or incompetent to receive payment, We will pay that person's guardian.

Entire Contract

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application; and
3. any amendments and/or endorsements to the Group Policy.

Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid Life Insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. You have Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your statements which relate to insurability to contest insurance after it has been in force for 2 years during Your life. In addition, We will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during Your life.

Misstatement of Age

If Your or Your Dependent's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

Conformity with Law

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

Autopsy

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.