

**Summary Plan Description for:**

**The Dow Chemical Company  
Long Term Disability Program**

**(Applicable to Those Actively at Work on or after  
January 1, 2008)**

**ERISA Plan #606**

*Effective January 1, 2019 and thereafter until superseded*

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

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

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## 1. Overview

This is the Summary Plan Description (“SPD”) for The Dow Chemical Company Long Term Disability Program Applicable to Those Actively at Work on or after January 1, 2008 (the “Plan” or “LTD Plan”).

If you were disabled prior to January 1, 2008 (and are not an Employee or former Employee of Dow Corning), please see the summary plan description entitled: “The Dow Chemical Company Long Term Disability Program Applicable to Those Fully Disabled Prior to January 1, 2008.” If you have any questions about which of these plans applies to you, please call HR Solutions or file a Claim for an Eligibility Determination as described in the *Claims Procedures Appendix*.

The Plan is a group disability income protection plan. The Plan is intended to provide income protection for you and your family in the event of a lengthy disability when all provisions of the Plan are met and approval is received from the insurer or third party administrator. Eligibility to participate in the Plan is not a guarantee of benefit payments under the Plan.

Benefits provided under the Plan to those actively at work on or after the later of January 1, 2008 or the participation date of the Employee’s Participating Employer are insured through an insurance policy underwritten by Lincoln Life Assurance Company of Boston (“Lincoln”). Benefits provided under the Plan to former employees of Dow Corning disabled on or after January 1, 2010 and before January 1, 2017, and previously covered under the Dow Corning Long Term Disability Plan (DCC ERISA Plan #505), a component of both the Dow Corning Corporation Health and Welfare Benefits Plan for Active Employees and the Dow Corning Corporation Health and Welfare Benefits Plan for Retirees and Inactive Employees (“DCC LTD Plan”) (“Post-2009 DCC Employees”), are insured through an insurance policy underwritten by Aetna Life Insurance Company (“Aetna”). Benefits provided under the Plan to former employees of Dow Corning disabled on or after January 1, 2002 and before January 1, 2010, and previously covered under the DCC LTD Plan (“Pre-2010 DCC Employees”) are insured through an insurance policy underwritten by Prudential Insurance Company of America (“Prudential”) and are subject to the terms of the policy in effect when the employee became disabled, except to the extent that the SPD or Plan Document governs as discussed below. Benefits provided under the Plan to former employees of Dow Corning disabled before January 1, 2002, and previously covered under the DCC LTD Plan (“Pre-2002 DCC Employees”), are paid from the Company’s general assets and are administered by Aetna.

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.”

This SPD is a summary of the Plan Document and to the extent applicable to an Employee or DCC Disabled Before 2017, the Lincoln group insurance policy, the Aetna group insurance policy, or the Prudential group insurance policy. If there is an inconsistency between this SPD and the Lincoln, Aetna, or Prudential group insurance policies, this SPD shall govern. If there is an inconsistency between the summary plan description and the Plan Document, the Plan Document shall govern. The Plan Document and the Lincoln, Aetna, and Prudential group insurance policies are available upon request from the Plan Administrator identified in the *ERISA Information* section of this SPD.

The Plan is provided to Full-Time and Less-Than-Full-Time active Employees who meet the eligibility criteria. It is offered at no cost to the Employee for up to a 50 percent income protection level (“Option 1”). An additional 16.7 percent (totaling 66.7 percent) of income protection (“Option 2”) may be purchased by an eligible Employee who is a Full-Time active Salaried Employee or a Full-Time active Hourly Employee who is eligible for Option 2 under the terms of an applicable collective bargaining agreement. Benefits under the Plan are offset by other disability benefits such as, but not limited to, Workers’ Compensation, Social Security, and in some cases, pension benefits.

Words that are capitalized are either defined in [Appendix B. Definitions](#) at the end of this SPD, the Plan Document, or the Lincoln, Aetna, or Prudential group insurance policy.

**The Dow Chemical Company reserves the right to amend, modify and terminate the Plan at any time in its sole discretion.**

## 2. Highlights

The Plan is a group disability income protection plan that is intended to provide income protection for you and your family in the event of a lengthy disability. The chart below highlights the general provisions of the Plan applicable to Employees who are actively at work on or after the later of January 1, 2008 or the participation date of the Employee’s Participating Employer, which are discussed in more detail in the SPD and Plan Document. If you are a former employee of Dow Corning who was disabled before January 1, 2017 and covered under the DCC LTD Plan (*i.e.*, Pre-2002 DCC Employees, Pre-2010 DCC Employees, and Post-2009 DCC Employees), refer to [Appendix C. Dow Corning Disabled Before 2017](#).

<p><a href="#"><u>Eligibility</u></a></p>	<p>You are generally eligible to participate in the Plan if you are a Regular, Full-Time or Less-Than-Full-Time Employee who is actively at work on or after the later of January 1, 2008, or the participation date of your Participating Employer. If you are a Bargained-for Employee, you are eligible to participate in the Plan only to the extent provided under the terms of your collective bargaining agreement. Certain exclusions apply, including if you voluntarily elect to commence pension benefits under a pension plan sponsored by a Participating Employer, and for pre-existing conditions.</p>
<p><a href="#"><u>Amount of Coverage</u></a></p>	<p>There are two options for coverage under the Plan: Option 1 provides 50% of your Basic Monthly Earnings and Option 2 provides an additional 16.7% of your Basic Monthly Earnings (for a total of 66.7%). These amounts may be reduced by other disability-related income or pension payments that you receive. If you are a Less-Than-Full Time Employee, you are eligible only for Option 1.</p>
<p><a href="#"><u>Effective Date of Enrollment</u></a></p>	<p>If you meet the eligibility requirements, you are automatically enrolled in Option 1, effective on the first day that you are Actively at Work for at least one day of your regularly scheduled work hours. If you became an Employee as part of the separation of Dow Inc. from DowDuPont Inc., you were automatically enrolled in Option 1 effective as of the date you became an Employee, unless you elected Option 2 within 31 days from the date you became an Employee.</p> <p>If you are a Full-Time Employee, you generally may enroll in Option 2 within 90 days after your date of hire or during open enrollment. Your enrollment in Option 2 will not become effective until the first day after you elect to enroll in Option 2 that you are Actively at Work as an Employee and have been Actively at Work for the 30 days immediately preceding that day.</p>
<p><a href="#"><u>Contributions</u></a></p>	<p>Dow provides Option 1 at no cost to you. If you enroll in Option 2, you are required to pay a premium in the amount described in the annual open enrollment materials.</p>
<p><a href="#"><u>Receiving Plan Benefits (When Benefits Begin)</u></a></p>	<p>In order to receive benefits under the Plan, (i) for the entire “Elimination Period” (typically 6 months), you must be continuously Fully or Totally Disabled or Partially Disabled and eligible for the Plan as described in <a href="#"><u>Eligibility</u></a> beginning on page 4, (ii) file a Claim for Plan Benefits within ninety (90) days after the disabling event, (iii) file proof of disability within ninety (90) days after the end of the Elimination Period, and (iv) receive Lincoln’s approval of the Claim for Plan Benefits.</p>

<a href="#"><u>When Disability Benefits End</u></a>	The period of time over which you may receive disability benefits generally is determined based on your age and service as of the date that you become disabled. If you have less than one year of continuous service and become disabled, your payments will not be paid for longer than one year. In addition, if you are disabled due to substance abuse, you will not receive disability benefits for longer than 24 months, except as otherwise provided in the <a href="#"><u>Substance Abuse Limitation</u></a> section on page 32.
<a href="#"><u>Claims Procedures</u></a>	To file a Claim for Plan Benefits, please see <a href="#"><u>Appendix A. Claims Procedures</u></a> .

### 3. Eligibility

You are “eligible” to participate in the Plan if you meet certain requirements. Even if you meet the Plan’s eligibility requirements, you will not be entitled to receive benefits under the Plan until after you meet the requirements described in the [Effective Date of Enrollment](#) section.

#### 3.1. [Who is eligible for coverage?](#)<sup>1</sup>

Except as provided in the *Who is not eligible for coverage?* section below, you are eligible to participate in the Plan as follows:

- If you are a Regular, Full-Time Salaried Employee of a Participating Employer who is actively at work or on a certain type of approved leave (described below) on or after the later of January 1, 2008, or the participation date of your Participating Employer, you are eligible to participate in Options 1 and 2 of the Plan.
- If you are a Regular, Full-Time Bargained-for Employee of a Participating Employer who is actively at work on or after the later of January 1, 2008, or the participation date of your Participating Employer, you are eligible to participate in Options 1 and 2, but only if and to the extent provided under the terms of the collective bargaining agreement that applies to you.
- If you are a Less-Than-Full-Time Employee of a Participating Employer who is actively at work on or after the later of January 1, 2008, or the participation date of your Participating Employer, you are eligible for Option 1 of the Plan.
- If you are a former employee of Dow Corning who was disabled before January 1, 2017, and covered under the DCC LTD Plan (*i.e.*, DCC Disabled Before 2017), you

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<sup>1</sup> If you became an Employee as part of the separation of Dow Inc. from DowDuPont Inc., your coverage under the Plan began effective January 1, 2019 for purposes of both the limitation on benefits for employees with less than one year of continuous service in Section 10 and the Pre-Existing Condition Exclusion described in Section 11. For the period January 1, 2019 through March 31, 2019, you were eligible as "Class 4" as described in the Lincoln group insurance policy as amended by Amendment 15 dated March 14, 2019. Effective April 1, 2019, you became eligible to participate in Options 1 and 2 of the Plan if you satisfied the eligibility requirements in Section 3.

may be eligible for the benefits described in [Appendix C. Dow Corning Disabled Before 2017](#).

If you are enrolled in Option 2 as a Full-Time Employee, and then become a Less-Than-Full-Time Employee during the year, your Option 2 coverage will terminate at the time you change to Less-Than-Full-Time status.

### 3.2. Who is eligible on a leave of absence?

Eligibility for benefits under the Plan may continue during certain leaves of absence approved by a Participating Employer such as an approved leave under the Company's Military Leave Policy, Family Leave Policy, Medical Leave Policy, or unpaid leave policy. The benefits under the Plan shall be administered consistent with the terms of such approved leaves of absences. [You must continue making any required contributions in order to keep your Option 2 coverage in effect. The contributions must be paid by payroll deduction (if available) or any other means the Plan Administrator deems appropriate or necessary to collect contributions.]

If you return from a military leave or family leave, or other leave of absence authorized by the Participating Employer, your prior service with the Participating Employer will be included for purposes of determining whether you have completed the one year continuous service requirement described in the section entitled [Eligible Employees with Less Than One Year of Continuous Service](#).

### 3.3. Who is not eligible for coverage?

Notwithstanding the *Who is eligible for coverage?* section, you are not eligible to participate in the Plan:

1. If you become Fully Disabled or Partially Disabled on or after the date you:
  - Transfer from the U.S. payroll and have earnings exempted from the U.S. Social Security tax.
  - Change to part-time status (Note: part-time status is different than Less-Than-Full-Time status).
  - Take a leave of absence during which you are not eligible to participate in the Plan under the terms of your leave.
  - Terminate your employment with Dow and/or a Participating Employer.
  - Receive pension benefits pursuant to a voluntary election to commence benefits under a pension plan sponsored by a Participating Employer. A "voluntary election" means an election to commence your pension benefit when you are not required to begin receiving your benefit under the terms of the pension plan or by law. You are eligible to participate in the Plan if you started receiving pension benefits under a Participating Employer's pension plan because you were required



to begin receiving them.<sup>2</sup> However, your payments under the Plan will be reduced to reflect your pension payments. If your pension payments are equal to or greater than your payments under the Plan, you will not receive payments under the Plan.

2. If you are, or were, a Union Carbide Employee:
  - who was totally disabled on or after June, 2001 while covered under the Union Carbide Corporation Long Term Disability Plan (UCC LTD Plan), and
  - whose 6 month Elimination Period under the UCC LTD Plan had begun (and might have been extended by UCC's salary continuation policy), and
  - during the 6 month Elimination Period, (which might have been extended by UCC's salary continuation policy), you recovered sufficiently from your disability to return to work, but
  - the same illness or injury prevented you from working for 90 or more full or partial days during the 6 month Elimination Period.

If you are a UCC employee described above, the days you returned to work will not be recognized by the Plan as days you were actively at work at a Participating Employer. However, if you do **not** meet the description above and you worked for **90 or more** full or partial days during the UCC LTD Plan's 6-month Elimination Period, the Plan will recognize the days you returned to work as days you were actively at work at a Participating Employer, and then you will be eligible to participate in the Plan.

3. If you have been approved for benefit payments under the Dow Long-Term Disability Plan Applicable to Those Fully Disabled Prior to January 1, 2008, the UCC LTD Plan, the Dow AgroSciences Long Term Disability Insurance Plan, the Rohm and Haas Company Health and Welfare Plan, or any other long-term disability plan sponsored by a subsidiary or affiliate of Dow.
4. If you are employed by Americas Styrenics LLC and you became Fully Disabled on or after June 18, 2010. Americas Styrenics LLC stopped being a Participating Employer, effective June 18, 2010.
5. If you are DCC Disabled Before 2017, you are not eligible to participate in Options 1 or 2 of the Plan. However, you may be eligible for the benefits described in [Appendix C. Dow Corning Disabled Before 2017](#).

If you are not sure whether you are eligible to participate in the Plan (or whether you are eligible to participate in Options 1 and 2 of the Plan or for the benefits in [Appendix C. Dow Corning Disabled Before 2017](#)), you may request a determination regarding whether you are eligible by filing a Claim for an Eligibility Determination. See [Appendix A. Claims Procedures](#).

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<sup>2</sup> This provision is effective for Participants who become Fully Disabled on or after November 1, 2011.

#### 4. Effective Date of Enrollment<sup>3</sup>

##### 4.1. Option 1 (50% income replacement)<sup>4</sup>

If you meet the eligibility requirements, you are automatically enrolled in Option 1. Your enrollment is not effective until the day you meet the Active at Work Requirement and will be subject to the Pre-Existing Condition Limitation described on page 20. For Option 1 benefits, you meet the “Active at Work Requirement” on the first day that you are Actively at Work with the Participating Employer for at least one day of your regularly scheduled work hours.

##### 4.2. Option 2 (additional 16.7% for total of 66.7% income replacement)<sup>5</sup>

If you are a Full-Time Employee, you may enroll in Option 2 at the following times after you meet the eligibility requirements:

1. within 90 days after your date of hire;
2. during open enrollment; or
3. within 90 days after a change in status event

Your enrollment in Option 2 will not become effective unless you meet the Active at Work Requirement and will be subject to the Pre-Existing Condition Limitation described on page 20, below. If you meet the Active at Work Requirement:

- Your enrollment will be effective on the first day that you meet the Active at Work Requirement on or after January 1 following your election to enroll if you enroll during open enrollment.
- Your enrollment will be effective as of your date of hire if you enroll within 31 days after your date of hire.
- Your enrollment will be effective as of the Plan Administrator’s processing date if the Plan Administrator receives your request for enrollment on day 32 through 90 after your date of hire.

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<sup>3</sup> If you are a former employee of Dow Corning who was disabled before January 1, 2017, and covered under the DCC LTD Plan (*i.e.*, DCC Disabled Before 2017), this section does not apply to you. Refer to [Appendix C. Dow Corning Disabled Before 2017](#).

<sup>4</sup> If you became an Employee as part of the separation of Dow Inc. from DowDuPont Inc., for the period January 1, 2019 through March 31, 2019, you were eligible as "Class 4" as described in the Lincoln group insurance policy as amended by Amendment 15 dated March 14, 2019. Effective April 1, 2019, you were automatically enrolled in Option 1 of the Plan if you satisfied the eligibility requirements in Section 3.

<sup>5</sup> If you became an Employee as part of the separation of Dow Inc. from DowDuPont Inc., and otherwise satisfied the eligibility requirements for Option 2, you were eligible to enroll in Option 2 as of April 1, 2019.

- Your enrollment will be effective as of the change in status event if the Plan Administrator receives your request for enrollment within 31 days after a change in status event, and receives proof of the change in status event within 90 days of the change in status event.
- Your enrollment will be effective as of the Plan Administrator's processing date if the Plan Administrator receives your request for enrollment on day 32 through 90 after the change in status event and receives proof of the change in status event within 90 days of the change in status event.

For Option 2, you satisfy the Active at Work Requirement on the first day after you elect to enroll that you are Actively at Work as an Employee and have been Actively at Work as an Employee for the 30 days immediately preceding that day.<sup>6</sup> Thus, if you elect Option 2 while you are not actively at work, you will not be covered under Option 2 unless or until you return to work for at least 30 days, even though you will be paying the premium for Option 2.

If you elect to enroll in Option 2 or to decrease your coverage to the 50% level, you may change your election during any subsequent open enrollment period or as a result of a change in status. If you elect to increase your Option 1 (50%) coverage to 66.7% by adding Option 2 (16.7%), the 66.7% protection will not become effective until you satisfy the Active at Work Requirement for Option 2. If you decrease coverage to the 50% level, the decrease will become effective on the later of the date the Plan Administrator receives notice of the change in status, or the date of the change in status event.

“Change in status” has the same meaning as “Family Status Change” in the Lincoln group insurance policy. A “**change in status**” means any one of the following events:

- Events that change your legal marital status, including marriage, death of Spouse, divorce, or annulment.
- Events that change your number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent.
- A termination or commencement of employment by you or your Spouse;
- A change in hours of employment by you, your Spouse, or your Dependent that results in a change from full-time to part-time employment (or vice versa).
- You or your Spouse taking an unpaid leave of absence.

Documentation of a change in status is required to make an election change (such as evidence of loss of Spouse or Dependent's employment, or any other form of proof the Plan Administrator deems appropriate.) The Plan reserves the right to, at any time, request proof of a change in status.

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<sup>6</sup> If you became an Employee as part of the separation of Dow Inc. from DowDuPont Inc., and otherwise satisfied the eligibility requirements for Option 2, your period of employment with a subsidiary of DowDuPont is counted for purposes of the 30-day Active at Work Requirement.

FAILURE TO PROVIDE PROOF OF A CHANGE IN STATUS WITHIN THE TIME REQUIRED WILL RESULT IN NO COVERAGE, AND MAY RESULT IN RETROACTIVE CANCELLATION OF COVERAGE. IF THIS OCCURS, YOU MAY BE REQUIRED TO REIMBURSE THE PLAN FOR LONG TERM DISABILITY BENEFITS ALREADY PAID.

## 5. Contributions<sup>7</sup>

Dow provides Option 1 coverage at no cost to you. If you enroll in Option 2, you are required to pay a premium in the amount described in the annual open enrollment materials. Premiums for Option 2 are paid with pre-tax dollars through The Dow Chemical Company Flexible Spending Plan (the “Flex Plan”). The Plan Administrator has the unilateral authority to reduce the benefit election of certain Participants if such a reduction is necessary to prevent the Plan or the Flex Plan from becoming discriminatory within the meaning of Code Section 125(b).

If the last payroll period for the year occurs partly during the current year and partly during the next year, the Plan Administrator has the full and complete discretion to modify your premium contributions for Option 2 in any way that the Plan Administrator deems administratively efficient, including modifying your contributions for the last payroll period without your consent.

If you are on a leave of absence approved by the Participating Employer that provides eligibility for Option 2, the Plan Administrator has the full discretion to make special administrative arrangements as are necessary, such as suspending your contributions on a temporary basis during the leave of absence, requiring you to repay premiums for the coverage when you return to work, requiring you to pay premiums in advance, or any other arrangements that are permitted under applicable law that the Plan Administrator deems appropriate.

For more information about how the Plan is funded, see the [Funding](#) section of this SPD.

## 6. Six-Month Elimination Period<sup>8</sup>

In order to receive benefits under the Plan, for the entire “Elimination Period,” you must be continuously Fully or Totally Disabled or Partially Disabled and eligible for the Plan (as described in [Eligibility](#) beginning on page 4). “Elimination Period” means, with respect to a period of disability, the later of:

- a. the first 6 months that you are Fully Disabled and/or Totally Disabled or Partially Disabled, or

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<sup>7</sup> If you are a former employee of Dow Corning who was disabled before January 1, 2017, and covered under the DCC LTD Plan (*i.e.*, DCC Disabled Before 2017), this section does not apply to you. Refer to [Appendix C. Dow Corning Disabled Before 2017](#).

<sup>8</sup> If you are a former employee of Dow Corning who was disabled before January 1, 2017, and covered under the DCC LTD Plan (*i.e.*, DCC Disabled Before 2017), this section does not apply to you. Refer to [Appendix C. Dow Corning Disabled Before 2017](#).

- b. the date you are no longer receiving payroll income from the Participating Employer's payroll department for salary continuation under a Dow personal illness or medical leave policy.

You may return to work without interrupting the Elimination Period for a trial period (up to 30 days). However, the Elimination Period will stop (and you must start a new Elimination Period) if you return to work for more than 30 calendar days. A new Elimination Period will begin with the first absence following the last day after your 30th day returned to work. No portion of the prior Elimination Period will count toward the new Elimination Period.

Return to work means working a minimum of at least the same number of regularly scheduled hours per week that you were regularly scheduled to work immediately preceding the first day of Disability or Partial Disability. During a period you return to work, you are considered to have returned to work for each calendar day until the next day you are either (1) Disabled and do not work, or (2) Partially Disabled.

If you have not been released to return to work, the following hours will not count toward your 30 day trial period: hours recorded by the employer as vacation, unexcused absence, personal illness, medical leave or family leave time.

If you have been released to return to work, then all calendar days are counted toward the 30 day trial period, including excused and unexcused absences, unless they are for the original disabling condition.

**Example:**

On January 1, Ann is a full-time employee and has an injury resulting in Full Disability. On March 1, Ann returns to work with a part-time schedule restriction on a trial basis. Ann works the following schedule—

- March 1 through April 5: 4 hours per weekday (part-time)
- Monday, April 6 through Sunday, April 19: 8 hours per weekday (released with no restrictions)
- Monday, April 20 through Tuesday, April 26: 4 hours per weekday (part-time)

Ann is not considered to have returned to work for the period March 1 through April 5 because she had been a full-time employee before the Disability and did not return as a full-time employee at that time. Ann is first considered to have returned to work without restrictions for the period of April 6 through 12, when she first works 40 hours in a week. Ann continues to be considered returned to work without restrictions until she is restricted from working a full-time schedule on Monday, April 20. Ann is considered to have returned to work on Monday, April 6 through Sunday, April 19, or 14 days.

If Ann again is released to return to work on a full-time basis from April 27 through May 17, she will have exceeded 30 return to work days on May 14, and she would be required to begin (and complete) a new Elimination Period to receive LTD Plan benefits if she must stop working again for the same or related disabling condition.

## **7. Full Disability and Total Disability Benefits<sup>9</sup>**

### **7.1. Primary Benefit Period (Phase 1) — Full Disability**

The Primary Benefit Period (sometimes also called Phase 1 or First Phase) starts on the day after the Elimination Period ends, if Lincoln has approved your Claim for Plan Benefits. It is a period during which benefits are paid. In order for Lincoln to approve your Claim for Plan Benefits, you must be enrolled in the Plan (See the [Effective Date of Enrollment](#) section above) and you must be Fully Disabled.

You are “Fully Disabled” if you cannot, because of a sickness or an injury, perform your regular occupation or any other reasonably appropriate occupation your Participating Employer can provide. With respect to airplane pilots in the Participating Employer’s Aviation Department, “Fully Disabled” or “Full Disability” also means you 1) fail, because of your health, to pass the Class II F.A.A. health examination, and 2) the Participating Employer certifies that you have not been redeployed to another job with a Participating Employer.

You will not receive benefits under the Plan if you fail to provide Lincoln proof, when Lincoln asks for it, that a Full Disability exists and/or continues to exist; or for any period of time during which you are not under the care of a doctor for that Full Disability. For further information please see the Certificate of Insurance for the Lincoln group insurance policy.

The Primary Benefit Period means with respect to a period of Full Disability, the period of time, if any, which starts on the day after the end of the Elimination Period and which ceases on the earliest of:

1. 24 months after that Elimination Period ends;
2. the day that your Period of Disability ends; and
3. your Terminal Date.

A Period of Disability means any one continuous period of time during which you are Fully Disabled and/or Totally Disabled because of one or more causes. If you return to active work with the Participating Employer after a Period of Disability for which benefits have been paid under the Plan, successive Periods of Disability that are due to the same or related cause or causes will be considered part of the same continuous Period of Disability if they:

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<sup>9</sup> If you are a former employee of Dow Corning who was disabled before January 1, 2017, and covered under the DCC LTD Plan (*i.e.*, DCC Disabled Before 2017), this section does not apply to you. Refer to [Appendix C. Dow Corning Disabled Before 2017](#).

1. start after the effective date of your enrollment in the Plan; and
2. are separated by less than 6 continuous months of active work with the Participating Employer on a full-time basis.

### 7.2. Secondary Benefit Period (Phase 2) — Total Disability

The Secondary Benefit Period (sometimes also called Phase 2 or Second Phase) starts on the day after the Primary Benefit Period ends if Lincoln has approved your payment of benefits. It is a period during which benefits are paid. The Secondary Benefit Period means with respect to a Period of Disability, the period of time, if any, which starts on the day after the end of a Primary Benefit Period and ceases on the earlier of:

1. your Terminal Date; and
2. the day that Period of Disability ends.

In order to be eligible for benefit payments during the Secondary Benefit Period, you must have been receiving benefit payments during the Primary Benefit Period, and you must meet the definition of Total Disability.

You are “Totally Disabled” if you cannot, because of a sickness or an injury:

1. do your occupation; and
2. do any other occupation for which you are reasonably fit by your education, your training or your experience (including work with a Participating Employer, self-employment or work with another employer).

Airplane pilots should note that failure to pass the Class II F.A.A. health examination and certification by the Participating Employer will not by itself satisfy proof of Total Disability for the Secondary Benefit Period (Phase 2). You must also meet the criteria listed in the definition above.

You will not receive benefits under the Plan (1) if you fail to provide Lincoln proof, when Lincoln asks for it, that a Total Disability exists and/or continues to exist; or (2) for any period of time during which you are not under the care of a doctor for that Total Disability. For further information please see the Certificate of Insurance for the Lincoln group insurance policy.

### 7.3. Timetable – Full Disability / Total Disability

Below is a table of key times beginning with Day 1. Day 1 is the date of the disabling event that starts the Elimination Period prior to the Primary Benefit Period. The chart is for illustrative purposes only, and makes the assumption that you file your Claim for Plan Benefits and proofs of Full or Total Disability on the first day of the fourth month after Day 1, and that the Claim is approved by Lincoln for payment effective as of the first day after the end of the 6-month Elimination Period.

<b>Timetable</b>	
Day 1:	<p>Disabling event resulting in a Full Disability or Partial Disability. This is the beginning of the six (6)-month Elimination Period. For the entire Elimination Period, you must be continuously Fully Disabled or Totally Disabled or Partially Disabled and eligible for the Plan as described in <a href="#">Eligibility</a> beginning on page 4 (except as otherwise described in this SPD).</p> <p>You should begin the application process. Call HR Solutions, fill out forms, obtain medical records, and file a Claim for Plan Benefits with Lincoln.</p>
90 Days after Day 1:	The deadline to file a Claim for Plan Benefits with Lincoln is 90 days after Day 1.
6 Months after Day 1:	End of the six (6)-month Elimination Period. (assuming that approved medical leave was not extended beyond the 6 months).
6 Months and 1 Day after Day 1:	Beginning of the Primary Benefit Period. You must be Fully Disabled during the Primary Benefit Period.
90 Days after end of Elimination Period	The deadline to file proof of Full Disability with Lincoln is 90 days after the end of the Elimination Period.
30 Months after Day 1:	End of Primary Benefit Period.
30 Months plus 1 day after Day 1:	Beginning of the Secondary Benefit Period. You must be Totally Disabled during the Secondary Benefit Period.

#### 7.4. Deadline to File a Claim<sup>10</sup>

The deadline to file a Claim for Plan Benefits with Lincoln is ninety (90) days after Day 1.

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<sup>10</sup> If you are a former employee of Dow Corning who was disabled before January 1, 2017, and covered under the DCC LTD Plan (*i.e.*, DCC Disabled Before 2017), this section does not apply to you. Refer to [Appendix C. Dow Corning Disabled Before 2017](#).



The deadline to file proof of a Full Disability with Lincoln is ninety (90) days after Day 1. (Lincoln may require proof of Full Disability or Total Disability at any time as it may reasonably choose.)

**Example 1:**

Matt has an injury that results in him becoming Fully Disabled beginning on January 1. January 1 is Day 1. Matt has 90 days from January 1 to file a Claim for Plan Benefits with Lincoln.

**Example 2:**

Ginger has an injury that results in her becoming Fully Disabled beginning on January 1. January 1 is Day 1. On February 1, Ginger begins working the same number of regularly scheduled hours per week she was regularly scheduled to work immediately before becoming Fully Disabled on January 1. Because Ginger “returned to work” (within the meaning given on page 10), the Elimination Period is interrupted. On March 15, Ginger again cannot work due to a Full Disability. Ginger’s new Day 1 is March 15, and she has 90 days from March 15 to file her Claim for Plan Benefits with Lincoln. (Note: The Elimination Period starts over on March 15, because she “returned to work” for more than 30 calendar days between February 1 and March 15.)

***Note that if there are extenuating circumstances that justify it, Lincoln may extend the 90-day deadline. The decision on what constitutes an extenuating circumstance is at the complete discretion of Lincoln.***

See the [Appendix A. Claims Procedure](#) for how to file a Claim for Plan Benefits.

7.5. Amount of Full Disability or Total Disability Payment<sup>11</sup>

If Liberty approves a Claim for Plan Benefits, payment under Option 1 and Option 2 will provide an amount equal to the amount described in Part A below, ***subject to any reductions described in Part B, below.***

7.5.1. *Part A*

Option 1

50% of your Basic Monthly Earnings

Option 2

Additional 16.7% of your Basic Monthly Earnings (for a total of 66.7%)

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<sup>11</sup> If you are a former employee of Dow Corning who was disabled before January 1, 2017, and covered under the DCC LTD Plan (*i.e.*, DCC Disabled Before 2017), this section does not apply to you. Refer to [Appendix C. Dow Corning Disabled Before 2017](#).

For Full Time Salaried Employees, “Basic Monthly Earnings” means the amount of your base monthly salary as of your last active day at work, as determined by your employer. If you are a Less-Than-Full-Time Employee, “Basic Monthly Earnings” means your unreduced annual salary as of your last active day at work, as determined by your employer, divided by twelve. For Hourly Employees, “Basic Monthly Earnings” is your base hourly rate multiplied by 2080, divided by 12 months. “Base hourly rate” means your base hourly rate<sup>12</sup> of pay as of your last active day at work, as determined by your employer.

If you are a Union Carbide employee, the “Basic Monthly Earnings” will be determined using your annual pay at Union Carbide as of December 31, 2001, as determined under the provisions of the Union Carbide Basic Life Insurance Plan until your annual base salary calculated under the normal provisions of the Plan exceed such amount. At that time, the Plan will determine your Basic Monthly Earnings under the normal provisions of the Plan (described in the preceding paragraph).

**The maximum Basic Monthly Earnings on which your benefit is based is \$22,083.33.**

7.5.2. *Part B*

The amount determined in Part A may be reduced by the following amounts:

1. Other disability-related benefits and other income earnings (described below),
2. Any base pay you may receive under Dow’s personal illness, medical leave policy, or other form of Dow authorized salary continuation (but not including vacation pay) that overlaps the Primary Benefit Period, and
3. Any pension benefits that you receive under a Participating Employer’s pension plan because you are required to begin receiving them.<sup>13</sup> If your pension payments are equal to or greater than your payments under the Plan, you will not receive payments under the Plan.

Disability-related benefits include:

- Social Security. The amount of disability and/or retirement benefits under the U.S. Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar government plan or benefit, which you are eligible to receive. If requested by Lincoln, you must apply for and actively pursue a Social Security disability benefit, through the administrative law judge level of appeal.

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<sup>12</sup> For Deer Park bargained-for employees who receive a Department Relief Operations (DRO) premium, the DRO premium is added to base hourly rate in the annual pay calculation.

<sup>13</sup> This provision is effective for (1) Participants who became Fully Disabled on or after November 1, 2011 and whose pension payments commenced before they became disabled; and (2) Participants who receive benefits under the Plan on or after January 1, 2013 and are later required to begin receiving benefits under a Participating Employer’s pension plan.

- Workers' compensation, or similar provisions including the Jones Act and the Longshoremen and Harbor Workers' Act, and any amounts resulting from a lawsuit for a Participating Employer work-related injury.
- Employer-sponsored disability income programs for salary continuance.
- No-fault motor vehicle or similar insurance programs.

Other income earnings include:

- Partial Disability employment earnings.
- Earnings received from any form of employment, including severance.

**Note: Before the Plan is obligated to pay you any amounts, you MUST show proof to Lincoln that you have applied for Social Security if Lincoln has requested that you apply for Social Security. Failure to do so will result in Lincoln estimating your Social Security benefits payable and reducing your LTD Plan benefits by that amount. In addition, in order to receive benefits under the Plan, if Lincoln has requested that you apply for Social Security, you are required to actively pursue a Social Security disability benefit. If a Social Security benefit is denied by the government, you must pursue your remedies under Social Security through the administrative law judge level of appeal at your own cost.**

### 7.5.3. Part C

The Minimum Monthly Benefit is the greater of (a) \$100 or (b) 10% of the amount of your monthly benefit described in Part A before any reductions described in Part B.

## 8. Partial Disability<sup>14</sup>

To be eligible to receive Partial Disability benefits, you may be employed in your Dow job or another job, and you must (i) for the entire Elimination Period described on page 9, be continuously Partially Disabled and eligible for the Plan (as described in [Eligibility](#) beginning on page 4), and (ii) be earning between 20% and 80% of your Basic Monthly Earnings.

### 8.1. Proof

If you experience a loss of earnings due to injury or sickness that requires the regular attendance of a physician, you may be eligible to receive a Partial Disability benefit payment. You must provide Lincoln proof of Partial Disability. "Partial Disability" or "Partially Disabled" means that you, as a result of injury or sickness, are able to:

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<sup>14</sup> If you are a former employee of Dow Corning who was disabled before January 1, 2017, and covered under the DCC LTD Plan (*i.e.*, DCC Disabled Before 2017), this section does not apply to you. Refer to [Appendix C. Dow Corning Disabled Before 2017](#).

1. Perform one or more, but not all, of the material and substantial duties of your own occupation or any occupation on a full-time or part time basis; or
2. Perform all of the material and substantial duties of your own occupation or any occupation on a part time basis; and
3. Earn between 20% and 80% of your Basic Monthly Earnings.

A partial benefit payment will be made for the period of Partial Disability if you provide proof satisfactory to Lincoln of continued:

1. Partial Disability;
2. Regular attendance of a physician, and
3. Appropriate available treatment.

The proof of Partial Disability must be given upon Lincoln's request and at your expense. In determining whether you are Partially Disabled, Lincoln will not consider employment factors including, but not limited to, interpersonal conflict in the work place, recession, job obsolescence, pay cuts, job sharing and loss of a professional or occupational license or certification. For purposes of determining Partial Disability, the injury must occur and partial disability must begin while you are a participant in the Plan.

## 8.2. Amount of Partial Disability Payment<sup>15</sup>

### 8.2.1. *First 12 Months*

For the first 12 months, the partial benefit payment for Partial Disability will be an amount equal to your Basic Monthly Earnings multiplied by 50% or 66.7% (depending on your benefits enrollment election), without any reductions from earnings. The partial benefit payment will be reduced only if the monthly amount payable under the [Amount of Coverage \(Full Disability or Total Disability\)](#) section plus any earnings exceeds 100% of your Basic Monthly Earnings. If the combined total is more, the monthly amount will be reduced by the excess amount so that the monthly amount plus your earnings does not exceed 100% of your Basic Monthly Earnings.

### 8.2.2. *Following First 12 Months*

Thereafter, the amount of your monthly benefit will determined using the formula (A divided by B) x C where:

A = Your Basic Monthly Earnings minus your earnings received while you are Partially Disabled. This figure represents the amount of lost earnings.

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<sup>15</sup> If you are a former employee of Dow Corning who was disabled before January 1, 2017, and covered under the DCC LTD Plan (*i.e.*, DCC Disabled Before 2017), this section does not apply to you. Refer to [Appendix C. Dow Corning Disabled Before 2017](#).

B = Your Basic Monthly Earnings.

C = The monthly benefit determined as described in the [Amount of Coverage \(Full Disability or Total Disability\)](#) section plus your earnings received while you are Partially Disabled.

## 9. When Disability Benefits End (Your Terminal Date)<sup>16</sup>

If your Claim for Plan Benefits has been approved by Lincoln and you are receiving benefit payments from the Plan, your benefit payments under the Plan will end when any one of the following first applies to your situation:

- You reach age 65, if your Full Disability or Total Disability or Partial Disability began before age 60.
- After 5 consecutive years of benefit payments, or when you reach age 70, whichever is earlier, if your Full Disability or Total Disability or Partial Disability began between ages 60 and 69.
- After 12 consecutive months of benefit payments, if your Full Disability or Total Disability or Partial Disability began between ages 70 and 74.
- After 6 consecutive months of benefit payments, if your Full Disability or Total Disability or Partial Disability began on or after age 75.
- When your pension payments begin pursuant to a voluntary election to commence your pension benefits or if the pension plan required your pension benefits to commence, when your pension payments are equal to or greater than your payments under the Plan. A “voluntary election” means an election to commence your pension benefit when you are not required to begin receiving your benefit under the terms of the pension plan or applicable law.
- After 12 consecutive months of benefit payments, if you had not completed one year of continuous service. See the [Eligible Employees with Less than One Year of Continuous Service](#) section, below.
- If you no longer meet the definition of Full Disability for the Primary Benefit Period, you no longer meet the definition of Total Disability for the Secondary Benefit Period, or you no longer meet the definition of Partial Disability for Partial Disability payments.

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<sup>16</sup> If you are a former employee of Dow Corning who was disabled before January 1, 2017, and covered under the DCC LTD Plan (*i.e.*, DCC Disabled Before 2017), this section does not apply to you. Refer to [Appendix C. Dow Corning Disabled Before 2017](#).

- You receive disability payments from any other long term disability plan sponsored by The Dow Chemical Company or its subsidiaries or affiliates.
- After 24 months of benefit payments if you are Fully or Totally Disabled or Partially Disabled due to substance abuse, except as otherwise provided in the [Substance Abuse Limitation](#) section.
- You die. Your Survivor may be entitled to a lump sum payment upon your death if you meet certain conditions. See the [Survivor Benefit](#) section, below.

The date your benefits under the Plan end is your Terminal Date.

#### **10. Eligible Employees with Less Than One Year of Continuous Service<sup>17</sup>**

**If you have less than one year of continuous service, you become disabled, and your Claim for Plan Benefits is approved by Lincoln, the payments will be limited such that they will not be paid for longer than 1 year after they begin, and they may end sooner if other provisions of the Plan described in this SPD apply.**

If you are a rehire who did not meet the one year of continuous service requirement prior to your rehire and your Claim for Plan Benefits is approved by Lincoln, your payments under the Plan will be limited to one year if you did not complete one year of continuous service after you were rehired and before you became disabled.

If you are a rehire who met the one year of continuous service requirement prior to your rehire and your Claim for Plan Benefits is approved by Lincoln, the Plan will recognize your prior service.

If you end your employment with a Participating Employer or are not on a qualified leave of absence under which you may continue coverage under the Plan, your coverage ends on the day you leave.

In determining whether you have one year of continuous service:

- The Elimination Period does not count toward the requirement.
- Service includes any service with Dow Corning before January 1, 2017.
- If you became an Employee as part of the separation of Dow Inc. from DowDuPont Inc., service includes service with a subsidiary of DowDuPont Inc.

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<sup>17</sup> If you are a former employee of Dow Corning who was disabled before January 1, 2017, and covered under the DCC LTD Plan (*i.e.*, DCC Disabled Before 2017), this section does not apply to you. Refer to [Appendix C. Dow Corning Disabled Before 2017](#).

## 11. Plan Exclusions<sup>18</sup>

Benefits are not payable for disabilities resulting from:

- War, declared or undeclared, or any act of war;
- Intentionally self-inflicted injuries, while sane or insane;
- Active participation in a riot;
- The committing of or attempting to commit a felony or misdemeanor;
- Cosmetic surgery unless such surgery is in connection with an injury or sickness sustained while you are a covered person under the Plan; or
- A gender change, including, but not limited to, any operation, drug therapy or any other procedure related to a gender change.

Benefits are not payable for any Disability or Partial Disability subject to the Pre-Existing Condition Exclusion.<sup>19 20</sup> A Disability or Partial Disability is subject to the Pre-Existing Condition Exclusion, if it:

1. Is caused or contributed to by, or results from a Pre-Existing Condition (defined below), and
2. Begins in the first 12 months immediately after your effective date of coverage, unless you received no Treatment (defined below) of the condition for any three consecutive months after your effective date of coverage.

“Pre-Existing Condition” means a condition resulting from an injury or sickness for which you are diagnosed or received Treatment within three months prior to your effective date of coverage.

“Treatment” means consulting, receiving care or services provided by or under the direction of a physician including diagnostic measures, being prescribed drugs and/or medicines, whether you choose to take them or not, and taking drugs and/or medicines.

In addition, benefits will not be paid if you:

- Fail to follow your physician’s prescribed treatment.

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<sup>18</sup> If you are a former employee of Dow Corning who was disabled before January 1, 2017, and covered under the DCC LTD Plan (*i.e.*, DCC Disabled Before 2017), this section does not apply to you. Refer to [Appendix C. Dow Corning Disabled Before 2017](#).

<sup>19</sup> Exceptions apply to certain mergers and acquisitions. Contact the Plan Administrator for more information.

<sup>20</sup> If you became an Employee as part of the separation of Dow Inc. from DowDuPont Inc., your “effective date of coverage” for purposes of the Pre-Existing Condition Exclusion is January 1, 2019.

- Are employed (other than as described in the [Partial Disability](#) section of this SPD).
- Fail to furnish proof of continued disability.
- Fail to reimburse the Plan for overpayments made to you by the Plan while you were waiting for Social Security approval.
- Are receiving pension benefits pursuant to a voluntary election to commence benefits under a pension plan sponsored by a Participating Employer. A “voluntary election” means an election to commence your pension benefit when you are not required to begin receiving your benefit under the terms of the pension plan or by law. You are eligible to participate in the Plan if you started receiving pension benefits under a Participating Employer’s pension plan because you were required to begin receiving them.<sup>21</sup> However, your payments under the Plan will be reduced to reflect your pension payments. If your pension payments are equal to or greater than your payments under the Plan, you will not receive payments under the Plan.
- During any period during which you are incarcerated.

If your coverage ceases during a leave of absence, no benefits will be paid for a Disability or Partial Disability occurring during the cessation of coverage. However, coverage will continue for Disabilities or Partial Disabilities occurring before the cessation of coverage.

## **12. Disability Benefits and Retirement Benefits<sup>22</sup>**

If you are receiving pension benefits pursuant to a voluntary election to commence benefits under a pension plan sponsored by a Participating Employer, you are not eligible to participate in the Plan. A “voluntary election” means an election to commence your pension benefit when you are not required to begin receiving your benefit under the terms of the pension plan or by applicable law.

If you started receiving pension benefits under a Participating Employer’s pension plan because you were required to begin receiving them and not because of a voluntary election, you are eligible to participate in the Plan.<sup>23</sup> However, your payments under the Plan will be reduced to reflect your pension payments. If your pension payments are equal to or greater than your payments under the Plan, you will not receive payments under the Plan.

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<sup>21</sup> This provision is effective for Participants who become Fully Disabled on or after November 1, 2011.

<sup>22</sup> If you are a former employee of Dow Corning who was disabled before January 1, 2017, and covered under the DCC LTD Plan (*i.e.*, DCC Disabled Before 2017), this section does not apply to you. Refer to [Appendix C. Dow Corning Disabled Before 2017](#).

<sup>23</sup> This provision is effective for Participants who became Fully Disabled on or after November 1, 2011 and whose pension payments commenced before they became disabled.



If you are receiving benefits under the Plan and later begin receiving benefits under a Participating Employer's pension plan, your benefits under the Plan:

1. will stop when your pension payments begin pursuant to a voluntary election to commence your pension benefits.
2. will be reduced to reflect your pension payments if the pension plan required your pension benefits to commence.<sup>24</sup> If your pension payments are equal to or greater than your payments under the Plan, you will stop receiving payments under the Plan. For any period of time that you would have received payments under the Plan but for the offset of your pension payments, you will have LTD Status or PD Status as described in the [Full Disability or Total Disability and Other Benefits](#) section or the [Partial Disability and Other Benefits](#) section, as applicable.

The pension plans sponsored by Participating Employers include the Dow Employees' Pension Plan (which includes, among others, the legacy Rohm and Haas Company Retirement Plan and the legacy Dow Corning Corporation Employees' Retirement Plan), Union Carbide Employees' Pension Plan, the South Charleston Sewage Treatment Company Retirement Income Plan, and any other pension plan sponsored by a Participating Employer.

### **13. Survivor Benefit<sup>25</sup>**

If your Claim for Plan Benefits is approved by Lincoln and you begin receiving payments under the LTD Plan for a Full Disability or Total Disability ("LTD benefits") that occurred on or after January 1, 2018, your Survivor (defined below) will be eligible for a survivor benefit if you die (1) after your Disability has continued for 180 more consecutive days and (2) while receiving LTD benefits. The survivor benefit is a lump sum benefit equal to three times your last monthly LTD benefit.

For the purposes of the survivor benefit, your "Survivor" is your Spouse or Domestic Partner, or, if none, your children under age 25. If you do not have a Survivor, your benefit is payable to your estate.

If your benefit is payable to your children, it will be made in equal shares to all children, including step children and legally adopted children. If any of your children are minors or incapacitated, their share of your benefit will be paid to the court-appointed guardian of the children's property.

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<sup>24</sup> This provision is effective for Participants who receive benefits under the Plan on or after January 1, 2013 and are later required to begin receiving benefits under a Participating Employer's pension plan.

<sup>25</sup> If you are a former employee of Dow Corning who was disabled before January 1, 2017, and covered under the DCC LTD Plan (*i.e.*, DCC Disabled Before 2017), this section does not apply to you. Refer to [Appendix C. Dow Corning Disabled Before 2017](#).

If any overpayment is due at the time of your death, the benefit payable hereunder is reduced by any amount of overpayment.

#### **14. Full Disability or Total Disability and Other Benefits<sup>26</sup>**

If your Claim for Plan Benefits is approved by Lincoln and you begin receiving payments for Full Disability or Total Disability under the LTD Plan (“LTD benefits”), you will be considered to have “LTD Status.”<sup>27</sup> When you have LTD Status, you are no longer an active Employee of a Participating Employer. While on LTD Status, you may be eligible to continue coverage under certain employee benefit plans (“ancillary benefit plans”). Please note that these ancillary benefits do NOT come from the LTD Plan. Instead, because of your LTD Status, the terms of the ancillary benefit plans may extend eligibility to you. Check with your Participating Employer to find out whether your Participating Employer offers ancillary benefit plans that extend eligibility to those with LTD Status.

The following information is provided only for your convenience. If there is any inconsistency between this information and the information in the summary plan description and other legal documents for the applicable ancillary benefit plan, the summary plan description and other legal documents for the applicable ancillary benefit plan will govern. In addition, the Company reserves the right to amend, modify and terminate the ancillary benefit plans at any time in its sole discretion.

If you have LTD Status, coverage **ends** under the following plans on your last day on the payroll:

- **Business Travel Accident (BTA) Insurance**
- **Voluntary Group Accident (VGA) Plan**
- **Group Legal Plan**

Participation under the following plans is provided for part of the time you have LTD Status:

- **Pension Plans**

If you have LTD Status, you will continue to accrue benefit service and vesting service under your pension plan, if at all, as provided in the plan documents for your pension plan. In general, LTD benefits are not treated as compensation under

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<sup>26</sup> If you are a former employee of Dow Corning who was disabled before January 1, 2017, and covered under the DCC LTD Plan (*i.e.*, DCC Disabled Before 2017), this section does not apply to you. Refer to [Appendix C. Dow Corning Disabled Before 2017](#).

<sup>27</sup> For any period of time that you would have received LTD benefits but for the reductions described on page 15, you will have LTD Status. If you are receiving pension benefits pursuant to a voluntary election to commence benefits (as described in the [Disability Benefits and Retirement Benefits](#) section), you are not eligible to participate in the Plan and will not have LTD Status.

the pension plans. Contact the Retiree Service Center at 1-800-344-0661 for more information.

- **Company-Paid Life Insurance**

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

If you are eligible to participate in the Dow Employees' Pension Plan or the Union Carbide Employees' Pension Plan, and you were hired prior to January 1, 2008 (regardless of whether your employer was a Participating Employer before January 1, 2008) and you have ten (10) or more years of Service, the current rules provide that you are eligible for coverage until you are no longer eligible to receive LTD benefits.

If you are eligible to participate in the legacy Rohm and Haas Company Retirement Plan portion of the Dow Employees' Pension Plan, and you either have less than ten (10) years of Service, or were hired on or after January 1, 2003, you are eligible for up to either 12 months or 24 months of coverage. Coverage ends prior to the expiration of the 12-month or 24-month period if you no longer qualify for LTD Status. The 12-month period applies if you have less than one (1) year of Service. The 24-month period applies if you have more than one (1) year of Service.

If you are eligible to participate in the legacy Rohm and Haas Company Retirement Plan portion of the Dow Employees' Pension Plan, and you were hired prior to January 1, 2003 and you have ten (10) or more years of Service, the current rules provide that you are eligible for coverage until you are no longer eligible to receive LTD benefits.

The amount of coverage is the same as the amount of coverage you had under the applicable company paid life insurance plan on your last day Actively at Work (either ½ X or 1X). Currently, the Company pays the cost of this coverage.

- **Dental Coverage<sup>28</sup>**

If you either have less than ten (10) years of Service, or were hired on or after January 1, 2008 (January 1, 2006 for Employees hired by Dow Corning) (regardless

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<sup>28</sup> The Americas Styrenics LLC Dental Plan and The Dow Chemical Company Insured Health Program apply to Participants who are Americas Styrenics LLC employees. The Dow Chemical Company Dental Assistance Program and The Dow Chemical Company Insured Health Program apply to all other Participants.

of whether your employer was a Participating Employer before January 1, 2008 or January 1, 2006, as applicable), you are eligible for up to either 12 months or 24 months of dental coverage beginning on the effective date of your approval for LTD Status. Coverage ends prior to the expiration of the 12-month or 24-month period if you no longer qualify for LTD Status. The 12-month period applies if you have less than one (1) year of Service. The 24-month period applies if you have more than one (1) year of Service, but less than ten (10) years of Service.

If you have ten (10) or more years of Service and were hired prior to January 1, 2008 (January 1, 2006 for Employees hired by Dow Corning) (regardless of whether your employer was a Participating Employer before January 1, 2008 or January 1, 2006, as applicable), the current rules provide that you are eligible for coverage until you are no longer eligible to receive LTD benefits.

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

- **Dependent Care Reimbursement Account (DCRA)**

If you are enrolled in DCRA, eligible expenses you incurred through the end of the last calendar year in which you were actively employed or during the grace period that extends until March 15th of the following year may be submitted for reimbursement up to the amount you contributed to the account. You must submit your claims by April 30 of the following year. After that date, any remaining account balance will be forfeited. You may not make deposits into your DCRA after you receive your final paycheck.

- **Employee-Paid Life Insurance**

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

If you are eligible to participate in the Dow Employees' Pension Plan or the Union Carbide Employees' Pension Plan, and you were hired prior to January 1, 2008 (regardless of whether your employer was a Participating Employer before January 1, 2008) and you have ten (10) or more years of Service, the current rules provide that you are eligible for coverage until you are no longer eligible to receive LTD benefits.

If you are eligible to participate in the legacy Rohm and Haas Company Retirement Plan portion of the Dow Employees' Pension Plan, and you have less than ten (10)

years of Service, or were hired on or after January 1, 2003, you are eligible for up to either 12 months or 24 months of employee-paid life insurance coverage. Coverage ends prior to the expiration of the 12-month or 24-month period if you no longer qualify for LTD Status. The 12-month period applies if you have less than one (1) year of Service. The 24-month period applies if you have more than one (1) year of Service.

If you are eligible to participate in the legacy Rohm and Haas Company Retirement Plan portion of the Dow Employees' Pension Plan, and you were hired prior to January 1, 2003 and you have ten (10) or more years of Service, the current rules provide that you are eligible for coverage until you are no longer eligible to receive LTD benefits.

The amount of coverage will depend on the amount of coverage you had on your last day Actively at Work. If you had  $\frac{1}{2}X$ , then the coverage amount is  $\frac{1}{2} X$ . If you had 1X or more, then the amount is limited to 1X. You will be required to pay the same premiums active employees pay.

- **Dependent Life Insurance**

If your date of Full Disability or Total Disability is on or after January 1, 2018, you may continue coverage for your dependents. The current rules provide that you may continue coverage until you are no longer eligible to receive LTD benefits. You must continue making any required contributions in order to keep your coverage in effect.

- **Employees' Savings Plan (ESP)**

If you are a participant of the Dow Employees' Savings Plan or the Americas Styrenics LLC 401(k) Savings and Profit Sharing Plan, the applicable savings plan allows you to take distribution of your savings plan account (under the rules of the applicable plan) or defer receipt. If you defer, any investment earnings will continue to be reinvested in your account. While you are on LTD Status you may not contribute to your savings plan account balance.

- **Health Care Reimbursement Account (HCRA)** will reimburse you for (1) eligible medical expenses that you incurred prior to the effective date of your LTD Status; (2) eligible medical expenses that you incur before the end of the grace period (March 15th of the following year), if you elect to contribute the remaining balance of your HCRA contribution for the year from your final paycheck on a pre-tax basis; or (3) eligible medical expenses that you incur for the period you purchase HCRA COBRA continuation coverage with after-tax dollars, including through the March 15th grace period if you have COBRA continuation coverage on the last day of the year. If you elected to participate in HCRA, you must submit your claims by April 30 of the following year. After that date, any remaining account balance will be forfeited. You may not make deposits into your HCRA after you receive your final paycheck unless you have elected COBRA continuation

coverage. COBRA continuation coverage is available only if you have unused amounts in your HCRA account on the effective date of your LTD Status.

- **Health Savings Account (HSA)**

If you have established an HSA, you may continue to use it to reimburse eligible medical expenses incurred while you have LTD Status. However, you will not be permitted to make contributions to the HSA through payroll deduction.

- **Retirement Health Care Assistance Plan (RHCAP)**

This section applies to Participants who have an account balance under the RHCAP.

- Less than Ten (10) Years of Service

If you have less than ten (10) years of service as defined under RHCAP, your RHCAP account balance will be paid to you in a lump sum up to a maximum of two (2) times your last annual base salary. There will be no Company match. Any excess will be forfeited.

- Ten (10) or More Years of Service

If you have 10 or more years of service as defined under RHCAP, your RHCAP account balance will be suspended while you are receiving LTD benefits. Your RHCAP account will continue to be invested while it is suspended, but you will not be able to make contributions to or utilize the funds in your RHCAP account while your account is suspended. Your RHCAP account will be distributed when you are no longer eligible to receive LTD benefits and do not return to work with an employer that participates in RHCAP at the times and in the manner described in the summary plan description for the RHCAP.

- **Medical Coverage - Except Americas Styrenics**

This section does not apply to Participants who were employed by Americas Styrenics LLC who have LTD Status.

If you are eligible to participate in the Dow Employees' Pension Plan or the Union Carbide Employees' Pension Plan, and you either have less than ten (10) years of Service, or were hired on or after January 1, 2008 (January 1, 2006 for Employees hired by Dow Corning) (regardless of whether your employer was a Participating Employer before January 1, 2008 or January 1, 2006, as applicable), you are eligible for up to either 12 months or 24 months of medical coverage. Coverage ends prior to the expiration of the 12-month or 24-month period if you no longer qualify for LTD Status. The 12-month period applies if you have less than one (1) year of Service. The 24-month period applies if you have more than one (1) year of Service. Coverage will be provided under The Dow Chemical Company Retiree

Medical Care Program or Union Carbide Retiree Medical Care Program, depending on which pension plan you are a participant of.

If you are eligible to participate in the Dow Employees' Pension Plan or the Union Carbide Employees' Pension Plan, and you were hired prior to January 1, 2008 (January 1, 2006 for Employees hired by Dow Corning) (regardless of whether your employer was a Participating Employer before January 1, 2008 or January 1, 2006, as applicable) and you have ten (10) or more years of Service, the current rules provide that you are eligible for coverage until you are no longer eligible to receive LTD benefits. Coverage will be provided under The Dow Chemical Company Retiree Medical Care Program or Union Carbide Retiree Medical Care Program, depending on which pension plan you are a participant of.

If you are eligible to participate in the legacy Rohm and Haas Company Retirement Plan portion of the Dow Employees' Pension Plan, and you either have less than ten (10) years of Service, or were hired on or after January 1, 2003, you are eligible for up to either 12 months or 24 months of medical coverage. Coverage ends prior to the expiration of the 12-month or 24-month period if you no longer qualify for LTD Status. The 12-month period applies if you have less than one (1) year of Service. The 24-month period applies if you have more than one (1) year of Service. Coverage will be provided under the Rohm and Haas Company Retiree Medical Care Program, which is part of the Rohm and Haas Company Health and Welfare Plan.

If you are eligible to participate in the legacy Rohm and Haas Company Retirement Plan portion of the Dow Employees' Pension Plan, and you were hired prior to January 1, 2003 and you have ten (10) or more years of Service, the current rules provide that you are eligible for coverage until you are no longer eligible to receive LTD benefits. Coverage will be provided under the Rohm and Haas Company Retiree Medical Care Program, which is part of the Rohm and Haas Company Health and Welfare Plan.

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

- **Medical Coverage - Americas Styrenics**

This section applies to Participants who have LTD Status and were employed by Americas Styrenics LLC.

If you have less than ten (10) years of service as defined under the Americas Styrenics LLC Retiree Reimbursement Account, whichever is applicable, you are eligible for up to either 12 months or 24 months of medical coverage. Coverage ends prior to the expiration of the 12-month or 24-month period if you no longer qualify for LTD Status. The 12-month period applies if you have less than one (1) year of service. The 24-month period applies if you have more than one (1) year of service, but less than ten (10) years of service.

Medical coverage will be provided under the Americas Styrenics LLC Medical Plan if your employer is Americas Styrenics LLC.

You will be required to pay the same premiums active employees pay. If you die while you are still eligible for the 12-month or 24-month period of medical coverage, your surviving Spouse of Record/Domestic Partner of Record may continue coverage for the remainder of the 12-month or 24-month period. After the expiration of the remainder of the 12-month or 24-month period, the surviving Spouse of Record/Domestic Partner of Record will be offered COBRA coverage, subject to the medical plan's COBRA rules.

- **Vision Coverage**

If you are eligible to participate in the Dow Employees' Pension Plan, and you either have less than ten (10) years of Service, or were hired on or after January 1, 2008 (January 1, 2006 for Employees hired by Dow Corning) (regardless of whether your employer was a Participating Employer before January 1, 2008 or January 1, 2006, as applicable), you are eligible for up to either 12 months or 24 months of vision coverage. Coverage ends prior to the expiration of the 12-month or 24-month period if you no longer qualify for LTD Status. The 12-month period applies if you have less than one (1) year of Service. The 24-month period applies if you have more than one (1) year of Service.

If you are eligible to participate in the Dow Employees' Pension Plan, and you were hired prior to January 1, 2008 (January 1, 2006 for Employees hired by Dow Corning) (regardless of whether your employer was a Participating Employer before January 1, 2008 or January 1, 2006, as applicable) and you have ten (10) or more years of Service, the current rules provide that you are eligible for coverage until you are no longer eligible to receive LTD benefits.

If you are eligible to participate in the legacy Rohm and Haas Company Retirement Plan portion of the Dow Employees' Pension Plan, and you were hired prior to January 1, 2003 and you have ten (10) or more years of Service, the current rules provide that you are eligible for coverage until you are no longer eligible to receive LTD benefits.

If you are eligible to participate in the legacy Rohm and Haas Company Retirement Plan portion of the Dow Employees' Pension Plan, and you either have less than ten (10) years of Service, or were hired on or after January 1, 2003, you are eligible for up to either 12 months or 24 months of coverage. Coverage ends prior to the expiration of the 12-month or 24-month period if you no longer qualify for LTD Status. The 12-month period applies if you have less than one (1) year of Service. The 24-month period applies if you have more than one (1) year of Service.

You will be required to pay the full cost of coverage.



## 15. Partial Disability and Other Benefits<sup>29</sup>

This section does not apply to Participants who were employed by Americas Styrenics LLC or to Participants with LTD Status.

If your Claim for Plan Benefits is approved by Lincoln and you begin receiving payments for Partial Disability (“PD benefits”) under the LTD Plan, you will be considered to have “PD Status.”<sup>30</sup> When you have PD Status, you remain an active Employee. While on PD Status, you may be eligible to continue coverage under certain employee benefit plans (“ancillary benefit plans”). Please note that these ancillary benefits do NOT come from the LTD Plan. Instead, because of your PD Status, the terms of the ancillary benefit plans may extend eligibility to you. Thus, the following information is only provided for your convenience. If there is any inconsistency between this information and the information in the summary plan description or other legal documents for the applicable ancillary benefit plan, the summary plan description and other legal documents for the applicable ancillary benefit plan will govern. In addition, the Company reserves the right to amend, modify and terminate the ancillary benefit plans at any time in its sole discretion.

If you have PD Status, with respect to the plans listed below: (i) coverage will continue as if you were working the same schedule as immediately before you became disabled; and (ii) the rules that applied to you before you became disabled will apply while you have PD Status, except as described below (or if the rules are changed more generally). For instance, if immediately before you became disabled you were a Full-Time active Employee, you will continue to be eligible for benefits under the following plans as if you were a Full-Time active Employee.

- **Business Travel Accident (BTA) Insurance**
- **Company-Paid Life Insurance and Employee-Paid Life Insurance**

You are eligible for the same coverage that you had immediately prior to your PD Status, and on the same terms. In general, this means you will have coverage of one times (1x) your base annual (full-time) salary as determined under the applicable plan documents for the company-paid and employee-paid life insurance benefits. You must continue making any required contributions in order to keep your coverage in effect. If your paycheck from the Participating Employer is not large enough to cover your entire premium for employee-paid life insurance, your Participating Employer will bill you directly.

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<sup>29</sup> If you are a former employee of Dow Corning who was disabled before January 1, 2017, and covered under the DCC LTD Plan (*i.e.*, DCC Disabled Before 2017), this section does not apply to you. Refer to [Appendix C. Dow Corning Disabled Before 2017](#).

<sup>30</sup> For any period of time that you would have received PD benefits but for the reductions described on page 15, you will have PD Status. If you are receiving pension benefits pursuant to a voluntary election to commence benefits (as described in the [Disability Benefits and Retirement Benefits](#) section), you are not eligible to participate in the Plan and will not have PD Status.

- **Dependent Life Insurance and Voluntary Group Accident (VGA) Plan**

You are eligible for the same amount of dependent life insurance and VGA coverage that you had immediately prior to your PD Status, and on the same terms. In general, this means that you may purchase coverage as described in the applicable plan documents for these benefits. You must continue making any required contributions in order to keep your coverage in effect. If your paycheck from the Participating Employer is not large enough to cover your entire premium, your Participating Employer will bill you directly.

- **Medical Coverage, Vision Coverage, and Dental Coverage**

You are eligible for medical, vision, and dental coverage that you had immediately prior to your PD Status and on the same terms. You must continue making any required contributions in order to keep your coverage in effect. If your paycheck from the Participating Employer is not large enough to cover your entire premium, your Participating Employer will bill you directly.

- **Dependent Care Reimbursement Account (DCRA)**

You may continue participation in this plan, as long as your paycheck from the Participating Employer is large enough to accommodate the pre-tax deduction amount. If it is not, your DCRA contribution will not be taken.

- **Pension Plan**

If you have PD Status, you will continue to accrue benefit service and vesting service, if at all, as provided in the plan documents for your pension plan. In general, LTD benefits are not treated as compensation under the pension plans. Contact the Retiree Service Center at 1-800-344-0661 for more information.

- **Employees' Savings Plan (ESP)**

If you are a participant of the Dow Employees' Savings Plan, you may continue to contribute to your savings plan account (under the rules of the applicable plan).

- **Health Care Reimbursement Account (HCRA)**

You may continue participation in the HCRA plan, as long as your paycheck from the Participating Employer is large enough to accommodate the pre-tax deduction amount. If it is not, your HCRA contribution will not be taken.

- **Health Savings Account (HSA)**

If you have established an HSA, you may continue to use it to reimburse eligible medical expenses incurred while you have PD Status. You may also continue to make contributions to your HSA if you remain enrolled in the high deductible option under the medical plan (and you are otherwise eligible to make HSA

contributions), as long as your paycheck from the Participating Employer is large enough to cover your contribution.

- **Retirement Health Care Assistance Plan (RHCAP)**

Provided you were eligible to participate in the RHCAP in the year in which you qualified for PD Status, you may continue participation in the RHCAP, as long as your paycheck from the Participating Employer is large enough to cover your entire contribution. If it is not, your RHCAP contribution will not be taken.

## **16. Substance Abuse Limitation<sup>31</sup>**

If you are Fully or Totally Disabled or Partially Disabled due to substance abuse, you will not receive benefits for more than 24 months, except:

- if you are in a hospital or institution for substance abuse (as determined by Lincoln) at the end of the 24-month period, your payments will extend through your period of confinement.
- if you are not confined in a hospital or institution for substance abuse (as determined by Lincoln), but are fully participating in an extended treatment plan (as determined by Lincoln) for the condition that caused the disability, your payments will be extended for up to a maximum period of 36 months.

“Substance abuse” means alcohol and/or drug abuse, addiction or dependency.

## **17. Medical Examinations<sup>32</sup>**

Although you are required (at your own expense) to provide proof satisfactory to Lincoln of a Full Disability or Total Disability or Partial Disability, the Plan reserves the right at any time (while a Claim for Plan Benefits is pending or if you have been approved for payment of benefits), to have you examined by a doctor of its choice at its own expense when and as often as it reasonably chooses.

## **18. Information Exchanged Between the Plan and Your Employer**

The Plan may provide your Participating Employer and/or the Company information concerning your claims status, including the date that your benefit payments under the Plan begin or began, or end(ed), and the amount of your benefit.

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<sup>31</sup> If you are a former employee of Dow Corning who was disabled before January 1, 2017, and covered under the DCC LTD Plan (*i.e.*, DCC Disabled Before 2017), this section does not apply to you. Refer to [Appendix C. Dow Corning Disabled Before 2017](#).

<sup>32</sup> If you are a former employee of Dow Corning who was disabled before January 1, 2017, and covered under the DCC LTD Plan (*i.e.*, DCC Disabled Before 2017), this section does not apply to you. Refer to [Appendix C. Dow Corning Disabled Before 2017](#).

## **19. Payment of Unauthorized Benefits**

If the Plan Administrator determines that benefits in excess of the amount authorized under the Plan 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 Plan for benefits paid, including reasonable interest.

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.

## **20. Fraud Against the Plan**

If you intentionally misrepresent information to the Plan, knowingly withhold relevant information from the Plan, or deceive or mislead the Plan, the Plan Administrator may (1) terminate your participation in the Plan, retroactively from the date deemed appropriate by the Plan Administrator, or prospectively; (2) require you to reimburse the Plan 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 Plan or determine that you are not eligible for coverage under the Plan. In addition, the Plan and/or Dow may pursue civil and/or criminal action against you, or take other legal action. The employer may terminate your employment. If you are terminated from eligibility under any benefit plan sponsored by the Company or an affiliate because of a violation of a similar section of that benefit plan, the Plan Administrator may determine that you are not eligible for coverage under the Plan.

## **21. Tax Treatment of Coverage and Benefits**

Your Plan payments are taxable; provided that if you are a DCC Disabled Before 2017, your Plan payments may not be taxable if you paid for your coverage under the DCC LTD Plan on a post-tax basis. None of Lincoln, Aetna, nor Prudential withholds taxes from your benefit on a mandatory basis. However, you may request withholding by completing a Form W-4S. Lincoln, Aetna, or Prudential (as applicable) will mail you a Form W-2 each year that will report the amount of your taxable benefit and the amount of taxes withheld, if any.

Since tax laws change, you should consult a professional tax advisor for further information. Neither the Company, nor any other Participating Employer or any other affiliate, makes any assertion or warranty about 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.

## **22. Funding**

Benefits provided under the Plan to those Actively at Work on or after January 1, 2008 (January 1, 2017 for those hired by Dow Corning) are insured through an insurance policy underwritten by Lincoln Life Assurance Company of Boston (“Lincoln”).

Benefits provided under the Plan to Post-2009 DCC Employees, are insured through an insurance policy underwritten by Aetna.

Benefits provided under the Plan to Pre-2010 DCC Employees are insured through an insurance policy underwritten by Prudential and are subject to the terms of the policy in effect when they became disabled except to the extent that the SPD or Plan Document governs.

Benefits provided under the Plan to Pre-2002 DCC Employees, who continue to be disabled, and who were previously covered under the DCC LTD Plan, are paid from the Company’s general assets.

Dow pays the difference between the full costs required to pay for the coverage provided under the Plan and the amount of premiums contributed by you.

## **23. Your Legal Rights under ERISA**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This law requires that all Plan 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 Plan, including insurance contracts, collective bargaining agreements (if applicable), the Plan Documents and the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements (if applicable), and copies of the latest annual report (Form 5500 Series), the Plan Document, and updated Summary Plan Description. The Plan Administrator may charge a reasonable fee for the copies.
- Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

In addition to creating rights for you and all other Plan Participants, ERISA imposes duties on the people who are responsible for operating an employee benefit plan. The people who operate the Plan, called “fiduciaries” of the Plan, have a duty to act prudently and in the interest of you and other Plan 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 Plan 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 that is denied or ignored, in whole or in part, you may file suit in state or Federal court. If it should happen that plan fiduciaries misuse the Plan'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.

## **24. Plan Administrator's Discretion**

The Plan Administrator is the person, group of persons or entity designated by the Plan Sponsor in accordance with the Plan Document. The person, group of persons or entity designated as the Plan Administrator is listed in [Appendix D. Named Fiduciaries](#). 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 determinations and interpretations 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 [Appendix A. Claims Procedures](#).

## **25. Plan Document**

The Plan 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 Plan in the event of a scrivener’s error, will be made by the VPHR, in the exercise of his or her best judgment and sole discretion, based on his or her understanding of the Company’s intent in establishing the Plan and taking into account all evidence (written and oral) that he or she deems appropriate or helpful.

## **26. No Government Guarantee of Welfare Benefits**

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

## **27. Amendment, Modification, or Termination of Plan**

The Company reserves the right to amend, modify, or terminate the Plan (including amending the Plan Document 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 Plan are contained in the Plan Document.

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

- a. Provide benefits under the Plan and pay expenses of administering the Plan; or
- b. Provide cash for participants, in accordance with applicable law.

## **28. Class Action Lawsuits**

Legal actions against the Plan must be filed in U.S. federal court. Class action lawsuits must be filed either (1) in the jurisdiction in which the Plan 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 Plan, all parties to such action that are related to the Plan (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.

## 29. Litigation

If you wish to file a lawsuit against the Plan (a) to recover benefits you believe are due to you under the terms of the Plan or any law; (b) to clarify your right to future benefits under the Plan; (c) to enforce your rights under the Plan; or (d) to seek a remedy, ruling or judgment of any kind against the Plan or the Plan fiduciaries or parties-in-interest (within the meaning of ERISA) that relates to the Plan, then under the terms of the Plan 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 either (I) the period ending one year after:

- a. in the case of a claim or action to recover benefits allegedly due to you under the terms of the Plan or to clarify your right to future benefits under the terms of the Plan, the earliest of: (1) the date the first benefit payment was actually made, (2) the date the first benefit payment was allegedly due, or (3) the date the Plan first repudiated its alleged obligation to provide such benefits;
- b. in the case of a claim or action to enforce an alleged right under the Plan (other than a claim or action to recover benefits), the date the Plan first denied your request to exercise such right; or
- c. 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.

or (II) such later time required under applicable state law. Under applicable state law, if you file a lawsuit, you must do so no earlier than 180 days after you have provided Lincoln (or Aetna or Prudential (as applicable) for DCC Disabled Before 2017) with proof of Full Disability, Total Disability, or Partial Disability (whichever is applicable); and no later than 3 years after the deadline for filing your proof of Full Disability, Total Disability, or Partial Disability (whichever is applicable) with Lincoln (or Aetna or Prudential (as applicable) for DCC Disabled Before 2017). Failure to file a lawsuit within the time specified will result in your waiver of your right to file a lawsuit.

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 [Appendix A. Claims Procedures](#), generally falls under (a) 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 federal law. The Applicable Limitations Period does not extend any limitations period under state or federal law. The VPHR may, in his or her 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.

### **30. Privilege**

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

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

### **31. Waiver**

A term, condition, or provision of the Plan 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.

### **32. Providing Notice to Administrator**

No notice, election or communication in connection with the Plan 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.

### **33. 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 Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge of any kind.

### **34. 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.

### **35. Uncashed Checks**

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

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

### **36. For More Information**

If you have questions, active Employees or employees with PD Status can contact HR Solutions at 1-833-693-6947 or access the Dow Benefits website and click on Message Center. Those with LTD Status can contact the Retiree Service Center at 1-800-344-0661 or access the Dow Benefits website and click on Message Center.

**IMPORTANT NOTE**

This booklet is the Summary Plan Description (SPD) for The Dow Chemical Company Long-Term Disability Program Applicable to Those Actively at Work on or after January 1, 2008 (the “Plan”). However, it is not all-inclusive and it is not intended to take the place of the Plan’s legal documents.

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

The Plan Document can be made available for your review upon written request to the Plan Administrator (listed in the ERISA Information section of this Summary Plan Description). The SPD and the Plan do not constitute a contract of employment. Your employer retains the right to terminate your employment or otherwise deal with your employment as if this SPD and the Plan had never existed.

**37. ERISA Information**

**The Dow Chemical Company  
Long Term Disability Program Applicable to Those Actively at Work  
on or After January 1, 2008 (“LTD” or “Plan”)  
(A Long-Term Disability Benefit Plan)**

	<b>Not DCC Disabled Before 2017</b>	<b>DCC Disabled Before 2017</b>
<b>Plan Sponsor</b>	The Dow Chemical Company North America Benefits P.O. Box 2169 Midland, MI 48641 (833) 693-6947	
<b>Plan Administrator</b>	The Plan Administrator is the person, group of persons, or entity designated by the Plan Sponsor in accordance with the Plan Documents. The person, group of persons, or entity designated as Plan Administrator is listed in <a href="#">Appendix D. Named Fiduciaries</a> .  The address and phone number for the Plan Administrator are:  The Dow Chemical Company North America Benefits P.O. Box 2169 Midland, MI 48641 Attention: Plan Administrator for LTD Plan (833) 693-6947	
<b>Type of Plan</b>	Long-term disability insurance	
<b>Type of Plan Administration</b>	Insurer administration	
<b>Employer Identification Number</b>	38-1285128	
<b>Plan Number</b>	606	

	<b>Not DCC Disabled Before 2017</b>	<b>DCC Disabled Before 2017</b>
<b>Group Policy Number</b>	<p>Lincoln Life Assurance Company of Boston</p> <p>Group Policy Number: GF3-840-437693-01</p>	<p>Aetna Life Insurance Company</p> <p>Group Policy Number: GP-469674</p> <p>Prudential Insurance Company of America Group Policy Number: G-40701-MI</p>
<b>To Serve Legal Process</b>	<p>General Counsel The Dow Chemical Company Corporate Legal Department Global Dow Center 2211 H.H. Dow Way Midland, MI 48674</p>	
<b>Claims Administrator for Claims for Plan Benefits</b>	<p><i>To submit a Claim for Plan Benefits:</i></p> <p>Lincoln Life Assurance Company of Boston Disability Claims PO Box 7206 London, KY 40742</p> <p><i>To appeal a denied Claim for Plan Benefits:</i></p> <p>Lincoln Life Assurance Company of Boston Disability Claims PO Box 7213</p>	<p><i>To submit a Claim for Plan Benefits:</i></p> <p>For Pre-2002 DCC Employees and Post -2009 DCC Employees: Aetna Life Insurance Company 151 Farmington Ave. Hartford, CT 06156</p> <p>For Pre-2010 DCC Employees: The Prudential Insurance Company of America 751 Broad Street Newark, New Jersey 07102</p> <p><i>To appeal a denied Claim for Plan Benefits:</i></p> <p>For Pre-2002 DCC Employees and Post -2009 DCC Employees:</p>

	<b>Not DCC Disabled Before 2017</b>	<b>DCC Disabled Before 2017</b>
	<p>London, KY 40742                      Attention: Claims Administrator for The Dow Chemical Company Long Term Disability Program Applicable to Those Actively at Work on or after January 1, 2008 (Appellate Review)</p>	<p>Aetna Life Insurance Company                      151 Farmington Ave.                      Hartford, CT 06156</p> <p>For Pre-2010 DCC Employees:                      The Prudential Insurance Company of America                      751 Broad Street                      Newark, New Jersey 07102</p>
<b>Claims Administrator for a Claim for an Eligibility Determination</b>	<p>The Claims Administrator for a Claim for an Eligibility Determination is the person, group of persons, or entity designated by the Plan Sponsor in accordance with the Plan Documents. The person, group of persons, or entity designated as Claims Administrator for a Claim for an Eligibility Determination is listed in <a href="#">Appendix D. Named Fiduciaries</a>.</p> <p>The address and phone number for the Claims Administrators for a Claim for an Eligibility Determination are:</p> <p><i>Initial Claims Reviewer:</i></p> <p>The Dow Chemical Company                      North America Benefits                      P.O. Box 2169                      Midland, MI 48641                      Attention: Initial Claims Reviewer for LTD Plan (Eligibility Determination)                      (833) 693-6947</p> <p><i>Appeals Administrator:</i></p> <p>The Dow Chemical Company                      North America Benefits                      P.O. Box 2169                      Midland, MI 48641                      Attention: Appeals Administrator for LTD Plan (Eligibility Determination)                      (833) 693-6947</p>	
<b>Plan Year</b>	<p>The Plan's fiscal records are kept on a plan year beginning January 1 and ending December 31.</p>	

	<b>Not DCC Disabled Before 2017</b>	<b>DCC Disabled Before 2017</b>
<b>Funding</b>	<p>Dow pays the premium for the Option 1 benefit. Employees pay for some or all of the cost of the Option 2 benefit. The Plan is totally funded by an insurance contract with Lincoln.</p> <p>Any assets of the Plan may be used at the discretion of the Plan Administrator to pay for any benefits provided under the Plan, as the Plan may be amended from time to time, as well as to pay for any expenses of the Plan. Such expenses may include, and are not limited to, consulting fees, actuarial fees, attorneys' fees, third party administrator fees, and other administrative expenses.</p>	<p>The Company shares the premium costs with Employees.</p> <p>For Pre-2010 DCC Employees, benefits are funded through a group insurance contract with Prudential.</p> <p>For Pre-2002 DCC Employees, benefits are paid from the general assets of the Company.</p> <p>For Post-2009 DCC Employees, benefits are funded through a group insurance contract with Aetna.</p> <p>Any assets of the Plan may be used at the discretion of the Plan Administrator to pay for any benefits provided under the Plan, as the Plan may be amended from time to time, as well as to pay for any expenses of the Plan. Such expenses may include, and are not limited to, consulting fees, actuarial fees, attorneys' fees, third party administrator fees, and other administrative expenses.</p>

## **APPENDIX A. CLAIMS PROCEDURES**

### **You Must File a Claim in Accordance with these Claims Procedures**

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

*A Claim for Plan Benefits* is a request for plan benefits.

*A Claim for an Eligibility Determination* is a request for a determination as to whether a claimant is eligible to enroll in the Plan or as to the amount a claimant must contribute towards the cost of coverage.

You must follow the claims procedures for either Claims for a Plan Benefit or Claims for an Eligibility Determination, whichever applies to your situation. See the section entitled [Claims for Plan Benefits](#) for the procedures regarding Claims for Plan Benefits. See the section entitled [Claims for an Eligibility Determination](#) for the procedures regarding Claims for Eligibility Determinations.

### **Deadline to File a Claim and File Proof of Claim**

#### Claims for Plan Benefits

As soon as possible after the event giving rise to the Full Disability or Partial Disability, call HR Solutions to begin the process of filing a Claim for Plan Benefits.

You must file a Claim for Plan Benefits within ninety (90) days after the Full Disability (also called the Phase 1 Disability or loss or Day 1) or Partial Disability, and you must file your proof of the Full Disability or Partial Disability within ninety (90) days after the **end** of the 6-month Elimination Period, otherwise your Claim for Plan Benefits will be denied (unless there are extenuating circumstances as determined by the Claims Administrator). If you file a lawsuit, you must do so in accordance with the [Litigation](#) section.

#### Claims for an Eligibility Determination

You must file a Claim for an Eligibility Determination *no later than one (1) year* after your last day on Dow’s payroll.

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

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



### Claims for an Eligibility Determination

For Claims for an Eligibility Determination, the Initial Claims Reviewer and the Appeals Administrator are the person, group of persons or entity designated by the Plan Sponsor in accordance with the Plan Document. The person, group of persons or entity designated as Initial Claims Reviewer and Appeals Administrator are listed in [Appendix D. Named Fiduciaries](#).

### Claims for Plan Benefits

For Claims for Plan Benefits, the Initial Claims Reviewer and the Appeals Administrator are Lincoln (or Aetna or Prudential (as applicable) for DCC Disabled Before 2017).

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

The Claims Administrators have the full, complete, and final discretion to interpret the provisions of the Plan and to make findings of fact in order to carry out their respective Claims 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 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 Plan 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 Administrators' determinations are challenged in court, they shall not be overturned unless proven to be arbitrary and capricious. Please see the [Litigation](#) section for the deadline for filing a lawsuit.

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

An authorized representative may submit a Claim or request certain documents relating to the Plan from the Plan Administrator on behalf of a Participant. The Plan will recognize a person as a Plan 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 Plan.

### **Proof of Disability**

General Rules apply to:	Claimants who do <u>not</u> satisfy the requirements to be DCC Disabled Before 2017.
DCC Pre-2017 Rules apply to:	Claimants who satisfy the requirements to be DCC Disabled Before 2017.

- In general you are **DCC Disabled Before 2017**, if you were hired by Dow Corning, were disabled before January 1, 2017, and were previously covered under the DCC LTD Plan.

Claimants who are DCC Disabled Before 2017, are either a Pre-2002 DCC Employee, a Pre-2010 DCC Employee or a Post-2009 DCC Employee.

- You are a **Pre-2002 DCC Employee** if you were hired by Dow Corning, were disabled before January 1, 2002, and were previously covered under the DCC LTD Plan.
- You are a **Pre-2010 DCC Employee** if you were hired by Dow Corning, were disabled on or after January 1, 2002 and before January 1, 2010, and were previously covered under the DCC LTD Plan.
- You are a **Post-2009 DCC Employee** if you were hired by Dow Corning, were disabled on or after January 1, 2010 and before January 1, 2017, and were previously covered under the DCC LTD Plan.

### General Rules

If you are being paid monthly benefits under the Plan, the Plan has the right to request proof of Full Disability or Total Disability or Partial Disability, whichever is applicable, as often as it reasonably chooses. While disability benefits are being claimed under the Plan, you must provide proof that you continue to be:

1. Fully Disabled during the Primary Benefit Period (Phase 1).
2. Totally Disabled during the Secondary Benefit Period (Phase 2).
3. Partially Disabled while receiving Partial Disability benefits.

Monthly benefits will not be paid:

- if you fail to provide proof that is satisfactory to Lincoln when you file a Claim for Plan Benefits;
- if you fail to provide proof, when Lincoln asks for it, that such disability exists and/or continues to exist; or
- for any period of time during which you are not under the care of a doctor for a Full Disability or Total Disability.

For further information please see the Lincoln group insurance policy. If Lincoln informs you that you do not have sufficient proof of disability, you should discuss the situation with your physician as soon as possible to make sure that Lincoln is provided all the information that it needs to make a decision on your Claim.

A statement from a physician without objective evidence may not be sufficient proof of Full Disability or Total Disability. It is strongly recommended that you work with your doctor to make sure that Lincoln is presented with all available evidence (*e.g.*, medical examination, tests) to support your Claim to Lincoln that you meet the definition of Full Disability. For example, a current medical examination and tests should be obtained near in time to the date you file your

Claim for Full Disability to show the current status of your disability. Medical examinations and tests by your treating physician are not paid for by the Plan.

A decision by your employer that you cannot perform the essential functions of your job with or without reasonable accommodation is independent of Lincoln's decision as to whether you meet the Full Disability definition, and is based on different criteria and requirements of proof than the Full Disability determination by Lincoln.

Airplane pilots in Dow's Aviation Department who fail, because of their health, to pass the Class II F.A.A. health examination and who have been certified by the Participating Employer as not having been redeployed to another job with a Participating Employer will meet the definition of Fully Disabled. Lincoln shall accept the following as proof of such pilot's Full Disability: (1) evidence of the pilot's failure, because of health, to pass the Class II F.A.A. health examination, and (2) the Participating Employer's certification that the pilot has not been redeployed to another job with a Participating Employer.

Airplane pilots should note that failure to pass the Class II F.A.A. health examination and certification by the Participating Employer will not by itself satisfy proof of Total Disability for the Secondary Benefit Period (Phase 2). You must also meet the definition of Total Disability for the Secondary Benefit Period (Phase 2).

DCC Pre-2017 Rules (applicable to DCC Disabled Before 2017)

If you are DCC Disabled Before 2017 and you are being paid monthly benefits under the Plan, the Plan has the right to request proof of Disability as often as it reasonably chooses. While disability benefits are being claimed under the Plan, you must provide proof as required by Aetna or Prudential (as applicable).

**Claims for Eligibility Determinations**

Information Required In Order to Be a "Claim"

For Claims that are requests for *Eligibility Determinations*, the Claims must be in writing and contain the following information:

- The name of the Employee, and
- The name of the plan for which the Eligibility Determination is being requested.

Claims for Eligibility Determinations must be sent to:

The Dow Chemical Company  
North America Benefits  
P.O. Box 2169  
Midland, MI 48641

Attention: Initial Claims Reviewer for Long Term Disability Program Applicable to Those Actively at Work on or after January 1, 2008 (Eligibility Determination)

### Initial Determination

If you submit a Claim for an Eligibility Determination, the Initial Claims Reviewer will review your Claim and notify you of its decision to approve or deny your Claim. Such notification will be provided to you in writing within a reasonable period, not to exceed 90 days after the date you submitted your Claim; except that under special circumstances, the Initial Claims Reviewer may 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 Plan 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:

- Employee's name,
- The relationship of the person requesting an Eligibility Determination to the Employee,
- Name of the Plan,
- Reference to the Initial Determination, and
- Explanation of the reason why you are appealing the Initial Determination.

Appeals of Eligibility Determination Claims should be sent to:

The Dow Chemical Company  
North America Benefits  
P.O. Box 2169  
Midland, MI 48641

Attention: Appeals Administrator for Long Term Disability Program Applicable to Those Actively at Work on or after January 1, 2008 (Appeal of Eligibility Determination)

You may submit any additional information to the Appeals Administrator when you submit your request for appeal. You may also 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 his/her 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 the person who made the initial decision to deny the Claim. In addition, the Appeals Administrator is not 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 after the written request for appellate review, except that under special circumstances, the Appeals Administrator may have up to an additional 60 days to provide written notification of the final decision. If the Appeals Administrator needs such an extension, s/he 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 s/he will make his or her determination. If an extension is needed because the Appeals Administrator determines that s/he does not have sufficient information to make a decision on the Claim, s/he will describe any additional material or information necessary to submit to the Plan, 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 may decide the Claim without the additional information.

If your Claim is denied, in full or in 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.

### **Claims for Plan Benefits**

If you want to file a Claim for Plan Benefits, you must complete a Lincoln (or Aetna or Prudential (as applicable) for DCC Disabled Before 2017) claims form and provide documentation showing that you were Fully or Totally Disabled or Partially Disabled during, and for the time required under the Plan. See the [Proof of Disability](#) section, above. Contact HR Solutions at:

The Dow Chemical Company  
North America Benefits  
P.O. Box 2169  
Midland, MI 48641

Attention: Plan Administrator for Long Term Disability Program Applicable to Those  
Actively at Work on or after January 1, 2008  
1-833-693-6947

The Plan Administrator will review and sign your completed Lincoln (or Aetna or Prudential (as applicable) for DCC Disabled Before 2017) claims form and forward the form and documentation to:

**If you are *not* DCC Disabled Before 2017:**

Lincoln Life Assurance Company of Boston  
Disability Claims  
PO BOX 7206  
London, KY 40742

**If you are DCC Disabled Before 2017:**

*For Pre-2002 DCC Employees and Post -2009  
DCC Employees:*  
Aetna Life Insurance Company  
151 Farmington Ave.  
Hartford, CT 06156

*For Pre-2010 DCC Employees:*  
The Prudential Insurance Company of America  
751 Broad Street  
Newark, New Jersey 07102

Initial Determination

When you submit a Claim for Plan Benefits to the Initial Claims Reviewer for Claims for Plan Benefits, the Initial Claims Reviewer for Claims for Plan Benefits will review your Claim and notify you of its decision to approve or deny your Claim. Any decision to retroactively cancel your coverage under the Plan (for a reason other than the failure to pay premiums) will be treated as a decision by the Initial Claims Reviewer to deny a Claim for Plan Benefits.

Such notification will be provided to you within a reasonable period, not to exceed 45 days after the date you submitted your Claim; except for situations requiring an extension of time because of matters beyond the control of the Plan, in which case the Initial Claims Reviewer for Claims for Plan Benefits may have up to two (2) additional extensions of 30 days each (totaling 60 days) to provide you such notification. If the Initial Claims Reviewer for Claims for Plan Benefits needs such extensions, it will notify you prior to the expiration of the initial 45-day period (or the first 30-day extension period if a second 30-day extension period is needed), state the reason why such an extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information or filed an incomplete Claim, the period for deciding your Claim may, in the sole discretion of the Initial Claims Reviewer for Claims for Plan Benefits, be tolled from the date on which the notification of extension is sent to you until the date on which you respond to the request for additional information. If you do not provide the additional information within 45 days, the Initial Claims Reviewer for Claims for Plan Benefits will decide the Claim without the additional information.

*For Claims Filed after April 1, 2018:* If the Initial Claims Reviewer for Claims for Plan Benefits denies the Claim, the written notification of the Claim decision will include:

1. The specific reason or reasons for denial of the Claim;
2. References to the specific Plan provisions upon which such denial is based;

3. A description of any additional material or information necessary to perfect the Claim, and an explanation of why such material or information is necessary;
4. An explanation of the Plan's appeal procedures and the applicable time limits;
5. A discussion of the decision, including an explanation of the basis for disagreeing with or not following (i) the views of health care professionals treating you and vocational professionals who evaluated you (if submitted by you as part of your Claim to the Initial Claims Reviewer for Claims for Plan Benefits); (ii) the views of any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the denial of your Claim, without regard to whether the advice was relied upon in denying your Claim; and (iii) a disability determination made by the Social Security Administration (if submitted by you as part of your Claim to the Initial Claims Reviewer for Claims for Plan Benefits);
6. If the denial of your Claim was based on a medical necessity, experimental treatment, or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the decision, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request;
7. Either the specific internal rules, guidelines, protocols, standards, or other similar criteria of the Plan relied upon in making the decision, or a statement that such rules, guidelines, protocols, standards, or other similar criteria do not exist;
8. A statement of your right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your Claim for Plan Benefits, as determined by the Initial Claims Reviewer for Claims for Plan Benefits under applicable federal regulations; and
9. A statement of your right to bring a civil action under section 502(a) of ERISA if your Claim is denied upon review.

#### Appealing the Initial Determination

If the Initial Claims Reviewer for Claims for Plan Benefits has denied your Claim, you may appeal the decision. In addition, if you were being paid benefits and you have been notified that these benefits will be terminated, you may also appeal the decision to terminate your benefits. You must file a written appeal within 180 days of receipt of the notice of denial from the Initial Claims Reviewer for Claims for Plan Benefits, assuming that there are no extenuating circumstances, as determined by the Appeals Administrator for Claims for Plan Benefits, in which case the time to file the appeal may be more than 180 days. Appeals must be in writing and must include the following information:

- Name of Employee,
- Name of the Plan,
- Reference to the Initial Determination, and

- Explanation of the reason why you are appealing the Initial Determination.

Send your appeal to:

**If you are *not* DCC Disabled Before 2017:**

Lincoln Life Assurance Company of Boston  
Disability Claims  
PO Box 7213  
London, KY 40742  
Attention: Claims Administrator for The Dow  
Chemical Company Long Term Disability  
Program Applicable to Those Actively at Work  
on or after January 1, 2008 (Appellate Review)

**If you are DCC Disabled Before 2017:**

*For Pre-2002 DCC Employees and Post -2009  
DCC Employees:*

Aetna Life Insurance Company  
151 Farmington Ave.  
Hartford, CT 06156

*For Pre-2010 DCC Employees:*

The Prudential Insurance Company of America  
751 Broad Street  
Newark, New Jersey 07102

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

After the Appeals Administrator for Claims for Plan Benefits receives your written request to appeal the initial determination, the Appeals Administrator for Claims for Plan Benefits will review your Claim. In reviewing your appeal:

- Deference will *not* be given to the initial adverse decision, and the Appeals Administrator will look at the Claim anew. The person who will review your appeal will not be 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 take into account all comments, documents, records, and other information submitted to the Appeals Administrator for Claims for Plan Benefits that is related to the Claim without regard to whether such information was submitted or considered in the initial determination.
- If the initial determination was based on medical judgment, the Appeals Administrator for Claims for Plan Benefits will consult a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will not be the same person consulted in connection with the initial determination, and will not be a subordinate who reports to the person who was consulted in connection with the initial determination.
- The Appeals Administrator for Claims for Plan Benefits will identify any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the



initial decision, without regard to whether the advice was relied upon in making the initial decision.

- In addition, for Claims for Plan Benefits arising after April 1, 2018, the Appeals Administrator for Claims for Plan Benefits will provide you with the following information, free of charge, as soon as possible and in advance of the deadline for notifying you of the Appeals Administrator for Claims for Plan Benefits' decision:
  - Any new or additional evidence considered, relied upon, or generated by the Plan, insurer, or other person making the benefit decision in connection with the Claim; and
  - Any new or additional rationale for issuing an adverse benefit decision on appeal.

The Appeals Administrator for Claims for Plan Benefits will notify you in writing of its final decision. Such notification will be provided within a reasonable period, not to exceed 45 days of the written request for appellate review, except that under special circumstances, the Appeals Administrator for Claims for Plan Benefits may have up to an additional 45 days to provide written notification of the final decision. If the Appeals Administrator for Claims for Plan Benefits needs such an extension, it will notify you prior to the expiration of the initial 45-day period, state the reason(s) why such an extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information, the period for deciding your Claim may, in the sole discretion of the Appeals Administrator for Claims for Plan Benefits, be tolled from the date on which the notification of extension is sent to you until the date on which you respond to the request for additional information. If you do not provide the additional information within 45 days, the Appeals Administrator for Claims for Plan Benefits will decide the Claim without the additional information.

*For All Claims Filed on or before April 1, 2018 (unless you are a Pre-2002 DCC Employee or a Post-2009 DCC Employee whose appeal was filed after April 1, 2018, regardless of when the initial claim was filed):*

If the Appeals Administrator for Claims for Plan Benefits denies the Claim on appeal, the Appeals Administrator for Claims for Plan Benefits will send you a final written decision that includes:

1. The specific reason or reasons why the Claim you appealed is being denied;
2. References to the specific Plan provisions on which the denial is based;
3. A statement of your right to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to your Claim for Plan Benefits, as determined by the Appeals Administrator for Claims for Plan Benefits under applicable federal regulations;
4. If the denial of your Claim on appeal is based on advice of medical or vocational experts, a statement that you may, upon request and free of charge, obtain the identity of the expert whose advice was obtained, without regard to whether the advice was relied upon in denying your Claim on appeal;

5. If applicable, any internal rule, protocol, guideline or other similar criterion relied upon in making the decision, or a statement that such rule, guideline, protocol, or other similar criterion was relied upon and a copy will be provided free of charge upon request;
6. If the decision was based on a medical necessity, experimental treatment, or similar exclusion or limit, an explanation of the scientific or clinical judgment for the denial of your Claim on appeal, or a statement that such explanation will be provided free of charge upon request;
7. A statement that “You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency”; and
8. A statement of your right to bring a civil action under section 502(a) of ERISA.

*For All Claims Filed after April 1, 2018 (and if you are a Pre-2002 DCC Employee or a Post-2009 DCC Employee whose appeal was filed after April 1, 2018 regardless of when the initial claim was filed):*

If the Appeals Administrator for Claims for Plan Benefits denies the Claim on appeal, the Appeals Administrator for Claims for Plan Benefits will send you a final written decision that includes:

1. The specific reason or reasons why the Claim you appealed is being denied;
2. References to the specific Plan provisions on which the denial is based;
3. A statement of your right to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to your Claim for Plan Benefits, as determined by the Appeals Administrator for Claims for Plan Benefits under applicable federal regulations;
4. A statement describing any voluntary appeal procedures offered by the Plan and your right to obtain information about the voluntary appeal procedures;
5. A discussion of the decision, including an explanation of the basis for disagreeing with or not following (i) the views of health care professionals treating you and vocational professionals who evaluated you (if submitted by you as part of your appeal to the Appeals Administrator for Claims for Plan Benefits); (ii) the views of any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the denial of your appeal, without regard to whether the advice was relied upon in denying your appeal; and (iii) a disability determination made by the Social Security Administration (if submitted by you as part of your appeal to the Appeals Administrator for Claims for Plan Benefits);
6. If the denial of your Claim on appeal was based on a medical necessity, experimental treatment, or similar exclusion or limit, either an explanation of the scientific or clinical

judgment for the decision, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request;

7. Either the specific internal rules, guidelines, protocols, standards, or other similar criteria of the Plan relied upon in making the decision, or a statement that such rules, guidelines, protocols, standards, or other similar criteria do not exist; and
8. A statement of your right to bring a civil action under section 502(a) of ERISA and any deadline for filing a lawsuit, including the calendar date of the deadline to file a lawsuit for your Claim.

## **APPENDIX B. DEFINITIONS**

See the Plan Document for additional definitions. A pronoun or adjective in the masculine gender includes the feminine gender, and the singular includes the plural, unless the context clearly indicates otherwise.

**“Active at Work Requirement”** means:

- a. For Option 1 benefits, you meet the “Active at Work Requirement” on the first day that you are Actively at Work with the Participating Employer for at least one day of your regularly scheduled work hours.
- b. For Option 2, you satisfy the Active at Work Requirement on the first day after you elect to enroll that you are Actively at Work as an Employee and have been Actively at Work as an Employee for the 30 days immediately preceding that day.<sup>33</sup>

**“Active Work”** or **“Actively at Work”** means that a person is working for the Participating Employer and is physically and mentally able to perform the normal duties of the job.

**“Aetna”** means Aetna Life Insurance Company.

**“Appeals Administrator”** means, with respect to reviewing an adverse Claim for Plan Benefits, Lincoln (or Aetna or Prudential (as applicable) for DCC Disabled Before 2017). The Appeals Administrator with respect to reviewing an adverse Claim for an Eligibility Determination is the person, group of persons or entity designated by the Plan Sponsor in accordance with the Plan Document. The person, group of persons or entity designated as the Appeals Administrator for Claims for an Eligibility Determination is listed in [Appendix D. Named Fiduciaries](#).

**“Bargained-for Employee”** or **“Hourly Employee”** means an Employee who is represented by a collective bargaining unit that is recognized by the Company or other Participating Employer and whose bargaining unit has agreed to this Program.

**“Claim”** means a written request by a claimant for a plan benefit or an eligibility determination that contains, at a minimum, the information described in Appendix A. Claims Procedures.

**“Claim for an Eligibility Determination”** means a Claim requesting a determination as to whether a claimant is eligible to enroll in one of the Plans or the Program or as to the amount a claimant must contribute towards the cost of coverage.

**“Claim for Plan Benefits”** means a Claim requesting that the Plan pay for benefits covered under the Plan.

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<sup>33</sup> If you became an Employee as part of the separation of Dow Inc. from DowDuPont Inc. in April 2019, and otherwise satisfied the eligibility requirements for Option 2, your period of employment with a subsidiary of DowDuPont is counted for purposes of the 30-day requirement.

**“Claims Administrator”** means either the Initial Claims Reviewer or the Appeals Administrator, depending on the context in which the term is used.

**“Code”** means the Internal Revenue code of 1986, as amended.

**“Company”** means The Dow Chemical Company, a corporation organized under the laws of Delaware.

**“DCC”** means Dow Silicones Corporation (Dow Corning Corporation prior to January 31, 2018).

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

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

**“DCC LTD Plan”** means the Dow Corning Long Term Disability Plan (DCC ERISA Plan #505), a component of both the Dow Corning Corporation Health and Welfare Benefits Plan for Active Employees and the Dow Corning Corporation Health and Welfare Benefits Plan for Retirees and Inactive Employees.

**“DCC Disabled Before 2017”** means Pre-2002 DCC Employees, Pre-2010 DCC Employees and Post-2009 DCC Employees.

**“Disability”** means either “Full Disability” or “Total Disability.”

**“Domestic Partner”** means an unmarried person of the same or opposite sex with whom a person shares a committed relationship, are jointly responsible for each other’s welfare and financial obligations, at least 18 years of age and mentally competent to consent to a contract, not related by blood to a degree that could prohibit legal marriage in the state where they legally reside, maintain the same residence(s) and are not married to or legally separated from anyone else. A Domestic Partner certification must be completed and filed with the Plan Administrator before the

partner can be designated as a “Survivor” for purposes of the survivor benefit in [Section 13. Survivor Benefit](#).

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

“**Dow Corning**” means Dow Silicones Corporation (Dow Corning Corporation prior to January 31, 2018).

“**Dow Entity**” means a “participating employer” of either The Dow Chemical Company Retiree Medical Care Program, the Union Carbide Corporation Retiree Medical Care Program, or the Rohm and Haas Company Retiree Medical Care Program, as “participating employer” is defined by each of those respective programs.

“**Dow Employees’ Pension Plan**” means The Dow Employees’ Pension Plan, of which there are two components: (1) the DEPP component, and (2) the Personal Pension Account component.

“**Elimination Period**” means, with respect to a Period of Disability or Partial Disability, the later of:

- a. the first 6 months that you are Fully Disabled and/or Totally Disabled or Partially Disabled, or
- b. the date you are no longer receiving payroll income from the Company’s payroll department for salary continuation under a Dow personal illness or medical leave policy.

“**Employee**” means a person who:

- a. is employed by a Participating Employer to perform personal services in an employer-employee relationship which is subject to taxation under the Federal Insurance Contributions Act or similar federal statute; and
- b. receives payment for services performed for the Participating Employer directly from the Company’s U.S. Payroll Department, or a Participating Employer’s U.S. Payroll Department; and
- c. if on an international assignment, is either a U.S. citizen or Localized in the U.S.

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

- a. a leased employee as defined by Code § 414(n) without regard to the one-year requirement in Code § 414(n)(2), which generally means an individual who provides services to a Participating Employer pursuant to an agreement between the Participating Employer and another business, such as a leasing organization;

- b. an individual retained by the Participating Employer pursuant to a contract or agreement (including a long-term contract or agreement) that specifies that the individual is not eligible to participate in the Plan;
- c. an individual whom is classified or treated as an independent contractor; or
- d. a self-employed individual, as defined in Code § 401(c)(1)(A), which generally means an individual who has net earnings from self-employment in a trade or business in which the personal services of the individual are a material income-producing factor.

If the Plan Administrator (or a Participating Employer) determines that you are not an “Employee”, you will not be eligible to participate in the Plan, regardless of whether the determination is upheld by a court or tax or regulatory authority having jurisdiction over such matters. Any change to your status by reason of reclassification will apply prospectively only (*i.e.*, will apply to benefits that are payable, under the terms of the Plan, after your reclassification).

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

“**Full Disability**” or “**Fully Disabled**” means you cannot, because of sickness or an injury, perform your regular occupation or any other reasonably appropriate occupation your Participating Employer can provide. Full Disability may also be called “Phase 1 Disability.” With respect to airplane pilots in the Participating Employer’s Aviation Department, “Fully Disabled” or “Full Disability” also means you (1) fail, because of your health, to pass the Class II F.A.A. health examination, and (2) the Participating Employer certifies that you have not been redeployed to another job with a Participating Employer.

“**Full-Time**” Employee means an Employee who has been approved by a Participating Employer to work a minimum of 40 hours per week and is classified by a Participating Employer as having “full-time” status.

“**Hourly Employee**” or “**Bargained for Employee**” means an Employee who is represented by a collective bargaining unit that is recognized by the Company or other Participating Employer and whose bargaining unit has agreed to this Program.

“**Initial Claims Reviewer**” means, with respect to deciding Claims for a Plan Benefit, Lincoln (or Aetna or Prudential (as applicable) for DCC Disabled Before 2017). The Initial Claims Reviewer with respect to deciding Claims for an Eligibility Determination is the person, group of persons or entity designated by the Plan Sponsor in accordance with the Plan Document. The person, group of persons or entity designated as the Initial Claims Reviewer for Claims for an Eligibility Determination is listed in [Appendix D. Named Fiduciaries](#).

“**Less-Than-Full-Time**” Employee means an Employee who has been approved by a Participating Employer to work 20 to 39 hours per week and is classified by a Participating Employer as having “less-than-full-time status.”

“**Lincoln**” means Lincoln Life Assurance Company of Boston.

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

**“LTD Status”** means your Claim for Plan Benefits was approved by Lincoln and you are receiving payments for Full Disability or Total Disability under the LTD Plan (“LTD benefits”).<sup>34</sup>

**“Married”** or **“Marriage”** means a civil contract between two individuals who have the legal capacity to marry and that is formalized by a marriage license. Whether a person is “Married” for purposes of the Plans shall be determined in accordance with IRS Revenue Ruling 2013-17 and other relevant guidance issued by the Internal Revenue Service and the Department of Labor. For periods before September 16, 2013, an individual shall be treated as Married only to the extent provided in the provisions of the Plan then in effect.

The Plan does not recognize common law marriages except that:

1. if an Employee or Retiree was a participant of either the Program of The Dow Chemical Company Medical Care Program prior to November 1, 1993, and had a common law spouse recognized under the laws of the state in which they resided prior to November 1, 1993, and if the common law spouse was covered as a dependent under the Program prior to November 1, 1993, then such common law spouse is deemed under the Program to be Married to the Retiree;
2. effective January 1, 1996, the Plan recognized a marriage which meets the requirement of Texas Family Code Annotated s.1.91(a)(1); and
3. effective January 1, 2002, common law spouse of Union Carbide Corporation (UCC) employees and former UCC employees who were covered under a UCC medical plan at any time between February 6, 2001 and December 31, 2001 as “spouses” of UCC employees will be deemed to be “Married” for purposes of this Plan.

**“Option 1”** means the Plan option that provides a 50% benefit and is provided at no cost to the eligible Employee.

**“Option 2”** means the Plan option for an additional 16.7% benefit (for a total benefit of 66.7%) that may be purchased by an Employee who is eligible for the option.

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<sup>34</sup> For any period of time that you would have received LTD benefits but for the reductions described on page 15, you will have LTD Status. If you are receiving pension benefits pursuant to a voluntary election to commence benefits (as described in the [Disability Benefits and Retirement Benefits](#) section), you are not eligible to participate in the Plan and will not have LTD Status.



**“Partial Disability”** or **“Partially Disabled”** means the Participant, as a result of injury or sickness, is able to:

1. perform one or more, but not all, of the material and substantial duties of his or her own occupation or any occupation on a full-time or part time basis; or
2. perform all of the material and substantial duties of his or her own occupation or any occupation on a part time basis; and
3. earn between 20% and 80% of his or her Basic Monthly Earnings.

**“Participant”** each Employee or such other individual who, in accordance with Program, is eligible to participate in the Program, elects to participate in the Program, and remains eligible for benefits under the Program.

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

**“PD Status”** means your Claim for Plan Benefits was approved by Lincoln and you are receiving payments for Partial Disability (“PD benefits”).<sup>35</sup>

**“Period of Disability”** means any one continuous period of time during which you are Fully Disabled and/or Totally Disabled because of one or more causes. If you return to active work with the Participating Employer after a Period of Disability for which monthly benefits have been paid under the Plan, successive Periods of Disability, due to the same or related cause or causes, will be considered part of the same continuous Period of Disability if they:

1. start while you are covered for Long Term Disability Benefits; and
2. are separated by less than 6 continuous months of active work with the Participating Employer on a full-time basis;

**“Phase 1 Disability”** means “Fully Disabled” or “Full Disability.”

**“Phase 2 Disability”** means “Totally Disabled” or “Total Disability.”

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<sup>35</sup> For any period of time that you would have received PD benefits but for the reductions described on page 15, you will have PD Status. If you are receiving pension benefits pursuant to a voluntary election to commence benefits (as described in the [Disability Benefits and Retirement Benefits](#) section), you are not eligible to participate in the Plan and will not have PD Status.

“**Plan**” or “**LTD Plan**” means the Long Term Disability Program Applicable to Those Actively at Work on or after January 1, 2008 (ERISA Plan #606).

“**Plan Administrator**” means the person, group of persons or entity designated by the Plan Sponsor in accordance with the Plan Document. The person, group of persons or entity designated as the Plan Administrator is listed in [Appendix D. Named Fiduciaries](#).

“**Plan Document**” means the plan document for the Plan. The Summary Plan Description for the Plan is an integral part of the Plan Document.

“**Plan Year**” means the 12-consecutive-month period beginning each January 1 and ending each December 31.

“**Post-2009 DCC Employees**” means employees hired by Dow Corning who were disabled on or after January 1, 2010 and before January 1, 2017, and previously covered under the DCC LTD Plan.

“**Pre-2002 DCC Employees**” means employees hired by Dow Corning who were disabled before January 1, 2002, and previously covered under the DCC LTD Plan.

“**Pre-2010 DCC Employees**” means employees hired by Dow Corning who were disabled on or after January 1, 2002 and before January 1, 2010, and previously covered under the DCC LTD Plan.

“**Primary Benefit Period**” or “**Phase 1**” or “**First Phase**” means with respect to a Period of Disability, the period of time, if any, which starts on the day after the end of the Elimination Period and which ceases on the earliest of:

1. the day 24 months after that Elimination Period ends;
2. the day that your Period of Disability ends; and
3. your Terminal Date.

“**Regular**” Employee means an Employee who is classified by the Employer as “regular.”

“**Retiree**” means a former Employee (other than a DCC Employee) who was age 50 or older with at least 10 years of Service when his or her employment terminated with a Participating Employer and who is also a “retiree” under the terms of the DEPP component of the Dow Employees’ Pension Plan or the UCEPP component of the Union Carbide Employees’ Pension Plan.

“**Salaried**” means an individual who is not represented by a collective bargaining unit.

“**Secondary Benefit Period**” or “**Phase 2**” or “**Second Phase**” means, with respect to a Period of Disability, the period of time, if any, which starts on the day after the end of a Primary Benefit Period and ceases on the earlier of:

1. your Terminal Date; and

2. the day that Period of Disability ends.

“**Service**” as used in the [Full Disability or Total Disability and Other Benefits](#) section for certain “ancillary benefit plans” has the meaning summarized below. The following information is provided only for your convenience. If there is any inconsistency between this information and the information in the summary plan description and other legal documents for the applicable ancillary benefit plan, the summary plan description and other legal documents for the applicable ancillary benefit plan will govern.

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

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

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

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

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

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

“**Spouse**” means a person who is Married to the Employee.

“**SPD**” means the Summary Plan Description. The Summary Plan Description is an integral part of the Plan Document.

“**Survivor**” means your Spouse or Domestic Partner, or, if none, your children under age 25.

“**Terminal Date**” means the date the Participant’s Monthly Benefits end as described in the [When Disability Benefits End](#) section.

“**Total Disability**” or “**Totally Disabled**” means the Participant cannot, because of a sickness or an injury:

1. do his or her occupation; and
2. do any other occupation for which he or she is reasonably fit by his or her education, his or her training or his or her experience (including work with a Participating Employer, self-employment or work with another employer).

“**VPHR**” means the Vice President of the Company with senior responsibility for human resources.

## **APPENDIX C. DOW CORNING DISABLED BEFORE 2017**

### **Eligibility**

This appendix applies to you if you are a former employee of Dow Corning who was disabled before January 1, 2017 and you were covered under the DCC LTD Plan.

#### Disabled Prior to January 1, 2010

If you were disabled prior to January 1, 2010, were receiving benefit payments from the DCC LTD Plan on December 31, 2016, and you continue to be disabled, you continue to be eligible for benefit payments as provided in records held by Dow Corning.

#### Disabled On or After January 1, 2010

If you were disabled on or after January 1, 2010, and before January 1, 2017, were receiving benefit payments from the DCC LTD Plan on December 31, 2016, and continue to be disabled, you continue to be eligible for benefit payments as provided in the Aetna insurance policy.

If you were disabled before January 1, 2017, and were covered by the DCC LTD Plan but have not submitted a claim for benefit payments from the DCC LTD Plan, you may begin the application process by calling HR Solutions, filling out forms, obtaining medical records, and filing a Claim for Plan Benefits with Aetna. Once Aetna has determined that you are disabled, you may have to satisfy an elimination period in order to receive benefits under the Plan. Refer to the Aetna insurance policy for more information.

### **Disability and Other Benefits**

If your Claim for Plan Benefits is approved by Aetna and you begin receiving payments under the LTD Plan (“LTD benefits”), you will be considered to have “DCC LTD Status.” When you have DCC LTD Status, you are no longer an active Employee of a Participating Employer. While on DCC LTD Status, you may be eligible to continue coverage under certain employee benefit plans (“ancillary benefit plans”). Please note that these ancillary benefits do NOT come from the LTD Plan. Instead, because of your DCC LTD Status, the terms of the ancillary benefit plans may extend eligibility to you. Special provisions regarding the amount that you pay and the duration of those benefits may apply. Contact HR Solutions if you have questions about these benefits.

### **When Disability Benefits End**

If your Claim for Plan Benefits has been approved by Aetna or Prudential and you are receiving benefit payments from the Plan pursuant to this Appendix, your benefit payments under the Plan under this Appendix will end on the earliest of the following:

- when you are no longer eligible for benefit payments as described in the Aetna insurance policy (for Post-2009 DCC Employees), the Prudential insurance policy

(for Pre-2010 DCC Employees) or the records held by Dow Corning (for Pre-2002 DCC Employees);

- the effective date of a Plan amendment that terminates your coverage under the Plan;
- your death;
- as provided in a separate written agreement, or
- the date of termination of the Plan.

**APPENDIX D.  
NAMED FIDUCIARIES AS OF APRIL 1, 2019**

The Named Fiduciaries are designated by the Plan Sponsor in accordance with the Plan Document. This Appendix D includes the Named Fiduciaries as of April 1, 2019. However, the Named Fiduciaries may be changed from time to time. For inquiries about the persons or entities currently serving as Named Fiduciaries, call 833-693-6947 or visit <http://www.dowbenefits.com>.

<b>Named Fiduciary</b>	<b>Dow Title</b>	<b>Named Individual</b>	<b>Effective Date</b>
Initial Claims Reviewer for Claims for an Eligibility Determination	Benefits Representative	Jamye Gallihugh	January 1, 2019
Initial Claims Reviewer for Claims for an Eligibility Determination	Benefits Representative	Elaine Rabideau	April 1, 2019
Appeals Administrator for Claims for an Eligibility Determination	Benefits Plan Manager	Holly Gerisch	January 1, 2019
Appeals Administrator for Claims for an Eligibility Determination	North America Benefits Leader	Ryan Marra	January 1, 2019
Plan Administrator	Global Benefits Director	Bryan Jendretzke	January 1, 2019
Plan Administrator	Benefits Plan Manager	Holly Gerisch	January 1, 2019