

**Summary Plan Description for**

**The Dow Chemical Company**  
**Company-Paid Life Insurance Plan**  
**Employee-Paid Life Insurance Plan**  
**Dependent Life Insurance Plan**

**APPLICABLE TO ACTIVE SALARIED  
EMPLOYEES AND ACTIVE HOURLY  
EMPLOYEES WHOSE COLLECTIVE  
BARGAINING UNIT HAS AGREED TO THIS  
PLAN**

*Effective January 1, 2019 and thereafter until superseded*

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

*Copies of updated SPDs (including this SPD) are available at the Dow Benefits & Well-being website ([www.dowbenefits.com](http://www.dowbenefits.com)) or by requesting a copy from HR Solutions (833-693-6947) or by submitting your request through the Dow Benefits website's Message Center (<http://dowbenefits.ehr.com>).*

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

## OVERVIEW

This is the Summary Plan Description (“SPD”) for The Dow Chemical Company Group Life Insurance Program’s Company-Paid Life Insurance Plan (“Company-Paid Life Insurance Plan”) and The Dow Chemical Company Employee-Paid and Dependent Life Insurance Program’s Employee-Paid Life Insurance Plan (“Employee-Paid Life Insurance Plan”) and Dependent Life Insurance Plan (“Dependent Life Insurance Plan”), applicable to eligible Employees (hereafter collectively referred to as the “Plans” or individually as “Plan”). This SPD is effective January 1, 2019, unless an earlier effective date is indicated.

Each of the Plans is sponsored and administered by The Dow Chemical Company (the “Company”) and provides group term life insurance underwritten by Metropolitan Life Insurance Company (“MetLife”). The group term life insurance underwritten by MetLife is not a policy of workers’ compensation insurance.

This SPD is separated into four different chapters and several appendices:

- [Chapter One](#) – a description of the Company-Paid Life Insurance Plan. The premium is paid by Dow, and this Plan provides automatic coverage for eligible Employees. The term Employee is defined in [Appendix B. Definitions](#).
- [Chapter Two](#) – a description of the Employee-Paid Life Insurance Plan. You must enroll and pay the premiums for this coverage to receive it.
- [Chapter Three](#) – a description of the Dependent Life Insurance Plan. You must enroll and pay the premiums for this coverage to receive it.
- [Chapter Four](#) – general information applicable to all of the Plans.
- [Appendix A. Claims Procedures](#)
- [Appendix B. Definitions](#) (Glossary of terms used throughout this SPD)
- [Appendix C. Named Fiduciaries](#)

The Plans are technically part of two Programs sponsored by the Company (referred to in this SPD as the “Programs”):

- The Company-Paid Life Insurance Plan is part of The Dow Chemical Company Group Life Insurance Program (ERISA Plan #507).
- The Employee-Paid Life Insurance Plan and the Dependent Life Insurance Plan are part of The Dow Chemical Company Employee-Paid and Dependent Life Insurance Program (ERISA Plan #515).

The Plans are governed by the plan documents for these two Programs, which are the legal instruments under which the Programs are operated. These legal instruments are referred to in this SPD as the “Plan Document.” If there is any inconsistency between this SPD and the applicable Plan Document, the applicable Plan Document shall govern.

This SPD contains important information about your benefits under the Plans. However, it does not contain all of the information that may pertain to your benefits. Further information can be found in the Plan Document for the applicable Program. You may request a copy of the applicable Plan Document from the Plan Administrator.

**The Dow Chemical Company reserves the right to amend, modify or terminate the Plans (and any of the Programs of which the Plans are a part) at any time in its sole discretion.**

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

Capitalized words in this SPD are defined either in the Plan Document for the applicable Program, or in [Appendix B. 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.

References to “Dow” and “Participating Employers” are used interchangeably, and both refer collectively to The Dow Chemical Company and the subsidiaries and affiliates of The Dow Chemical Company that are authorized to participate in the Plans. The “Company” means The Dow Chemical Company. “MetLife” means Metropolitan Life Insurance Company.

## **CHAPTER ONE**

### **COMPANY-PAID LIFE INSURANCE PLAN**

This Chapter One of the SPD describes the Company-Paid Life Insurance Plan (referred to in this chapter of the SPD as the “Plan”), offered under The Dow Chemical Company Group Life Insurance Program (referred to in this chapter of the SPD as the “Program”).

#### **ELIGIBILITY**

##### ***Salaried Employees***

Salaried Employees of a Participating Employer who have regular, active, Full-Time, or Less-Than-Full-Time status, are receiving partial disability payments under the Dow LTD Program, or are in the apprenticeship program are eligible and are automatically covered under this Plan, except as follows:

- If you participate in the Key Employee Insurance Program (“KEIP”), you are not eligible for coverage under the Company-Paid Life Insurance Plan while you have life insurance coverage under the KEIP. You will become eligible for the Company-Paid Life Insurance Plan when you cease to be covered by the 1X life insurance benefit under the KEIP, if you are otherwise eligible for coverage under the Company-Paid Life Insurance Plan at that time. Your 1X life insurance coverage under the KEIP generally ends when you commence your benefits under the Dow Employees’ Pension Plan (“DEPP”), including the Dow AgroSciences Pension Plan component of the DEPP, but it may end at a different time (such as your KEIP “Program Completion Date”), depending upon your circumstances and the terms of your KEIP Agreement and other KEIP documents. Please see the KEIP documents for more information.
- If you were enrolled in The Dow Chemical Company Executive Split Dollar Life Insurance Plan (“Dow Split Dollar Plan”) on September 30, 2002, and you have not waived your rights under The Dow Chemical Company Executive Split Dollar Life Insurance Agreement, you are not eligible for coverage under the Plan.<sup>1</sup>

##### ***Hourly Employees***

Eligibility of Hourly Employees depends on whether the applicable collective bargaining unit and the Participating Employer have agreed to this Plan. If the terms of the applicable collective bargaining agreement specifically address which Employees are eligible or not eligible for the Plan, then the terms of such collective bargaining agreement shall govern. If the terms of the collective bargaining agreement specify that Hourly Employees shall be provided this Plan, but do not specifically address the category of Employees that are eligible or not eligible, then regular, active Employees with Full Time status and Employees receiving partial disability payments under the Dow LTD Program, or in the apprenticeship program who are members of the collective bargaining unit are eligible for coverage under the Plan.

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<sup>1</sup> If you were enrolled in The Dow Chemical Company Executive Split Dollar Plan on September 30, 2002, and you signed a waiver of all your rights under The Dow Chemical Company Executive Split Dollar Life Insurance Agreement between you and The Dow Chemical Company, you are eligible until you no longer have active Employee status, or until you elect to waive coverage. Once coverage is waived, you will not be allowed to re-enroll in the future. On the Dow Benefits website, the coverage described in this footnote is referred to as “Former Split Dollar Life.”

### ***Non-U.S. Employees on International Assignment to the United States (“Inbound Employees”)***

Effective October 1, 2017, if you are employed by the Company or one of its subsidiaries or affiliates to perform personal services in an employer-employee relationship that is not subject to taxation under the Federal Insurance Contributions Act or similar federal statute; are on international assignment initiated by your employer to the U.S., but are not Localized to the U.S. and are not a U.S. citizen or resident; receive payment for services performed for your employer from DCOMCO; and are not otherwise eligible for a death benefit from a group life contract based on your employment with the Company or one of its subsidiaries or affiliates during your international assignment to the U.S., you are eligible and are automatically covered under this Plan if you are a citizen of a country on file with the Plan Administrator.

However, if your employer ceases to be a member of the Company’s controlled group of corporations within the meaning of section 414(b) or section 414(c) of the Code, then you will no longer be eligible to participate in the Plan on that date. In addition, Company-Paid Life Insurance coverage ends on the date you retire in accordance with your employer retirement plan.

### ***Non-U.S. Employees on International Assignment Outside the U.S. (“Outbound Employees”)***

Effective October 1, 2017, if you are employed by the Company or one of its subsidiaries or affiliates to perform personal services in an employer-employee relationship that is not subject to taxation under the Federal Insurance Contributions Act or similar federal statute; are not a U.S. citizen or resident alien; were working in the U.S.; are on international assignment initiated by your employer outside the U.S. and are expected to return to the U.S. for employment with a Participating Employer; receive payment for services performed for your employer from DCOMCO; and are not otherwise eligible for a death benefit from a group life contract based on your employment with the Company or one of its subsidiaries or affiliates, you are eligible and are automatically covered under this Plan if you are a citizen of a country on file with the Plan Administrator.

However, if your employer ceases to be a member of the Company’s controlled group of corporations within the meaning of section 414(b) or section 414(c) of the Code, then you will no longer be eligible to participate in the Plan on that date. In addition, Company-Paid Life Insurance coverage ends on the date you retire in accordance with your employer retirement plan.

### ***Employees on a Leave of Absence***

Eligibility for benefits under the Plan may continue during certain leaves of absences approved by a Participating Employer, such as an approved leave under the Company’s Military Leave Policy, Family Leave Policy, Medical Leave Policy, unpaid leave policy, or a period during which you receive partial disability payments under the Dow LTD Program. The benefits under the Plan shall be administered consistent with the terms of such approved leaves of absences.

### ***Disabled Employees***

If you are being paid a benefit from the Dow LTD Program, The Dow Chemical Company Michigan Hourly Contract Disability Plan, The Dow Chemical Company Texas Operations Total and Permanent Disability Plan, or the DCC LTD Plan, you may be eligible under the Plan. See the [Special Coverage for Certain Disabled Persons](#) section of this Chapter One.

If you have been approved for disability payments under the Rohm and Haas Company Health and Welfare Plan’s Long Term Disability Program, you are eligible for life insurance coverage until you are no longer eligible to receive disability payments under the Rohm and Haas Company Health and Welfare Plan’s Long Term Disability Program. See the [Special Coverage for Certain Disabled Persons](#) section of this Chapter One.

### ***Eligibility Determinations***

The Claims Administrator for Claims for an Eligibility Determination determines eligibility to participate in the Plan. The Claims Administrator is a Plan fiduciary and has full discretion to interpret the provisions of the Plan and to make findings of fact. Interpretations and eligibility determinations by the Claims Administrator are final and binding on Participants (except to the extent that determinations by the Initial Claims Reviewer are subject to review by the Appeals Administrator).

If you want to file a Claim for an Eligibility Determination because you are not sure whether you are eligible to participate in the Plan or have been told that you are not, you must follow the procedures described in [Appendix A. Claims Procedures](#).

### **ENROLLMENT**

If you are eligible for the Plan, you are automatically enrolled in Plan coverage. Completing an enrollment form is necessary only to name your beneficiary. You may waive coverage. If you want to waive coverage, you must provide written notification to HR Solutions in a form and manner acceptable to the Plan Administrator. **If you waive coverage, you waive coverage permanently including, if applicable, any Retiree coverage. You may not re-enroll in this Plan at any time in the future.**

### **EMPLOYEE CONTRIBUTION**

Dow provides Company-Paid Life Insurance at no cost to you. However, see “[U.S. Federal Tax Consequences of Company-Paid Coverage](#),” below for a description of imputed income that may apply.

### **AMOUNT OF COVERAGE**

The amount of coverage is based on your annual pay:

- For Salaried employees, Inbound Employees, and Outbound Employees, base annual salary is used to calculate the life insurance amount.
- For Bargained-for employees, annual pay is calculated using your base hourly rate.<sup>2</sup>
- For apprenticeship program Employees, whether Salaried or Bargained-for, annual pay is calculated using your base hourly rate.

### ***Maximum Coverage***

The maximum amount of coverage available is \$1.5 million.<sup>3</sup>

### ***Coverage for Salaried Employees and for Hourly Employees Whose Collective Bargaining Unit Has Agreed to this Plan***

In general, the Plan provides coverage of one times (1x) your base annual salary, rounded up to the next \$1,000.

A special rule applies to Michigan Operations Hourly Employees who were not Actively at Work on January 1, 2008, but continue to be on the payroll (for example due to a paid medical leave of absence). If

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<sup>2</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>3</sup> This maximum is waived if you are an Employee who was enrolled in The Dow Chemical Company Executive Split Dollar Life Insurance Plan on September 30, 2002, and you signed a waiver of all your rights under The Dow Chemical Company Executive Split Dollar Life Insurance Agreement between you and The Dow Chemical Company.

such an individual was covered at ½x prior to January 1, 2008, he or she may continue ½x coverage as long as he or she continues to be on the payroll. If he or she returns to work, coverage will increase to 1x when he or she is Actively at Work.

Your coverage is automatically adjusted as your base salary changes, provided you are Actively at Work. If you are Less-Than-Full-Time, your 1x coverage is based on your Full-Time base annual salary, and coverage is automatically adjusted as your base salary changes. Whether you are Full-Time or Less-Than-Full-Time, if you are not Actively at Work, any increase to your life insurance will not be effective until you return to work.

### ***Coverage for Inbound Employees***

If you are an Inbound Employee (see page 4, above), the Plan provides coverage of two times (2x) your base annual salary, rounded up to the next \$1,000.

Your coverage is adjusted periodically as your base salary changes, provided you are Actively at Work. If you are Less-Than-Full-Time, your 2x coverage is based on your Full-Time base annual salary, and coverage is adjusted periodically as your base salary changes. Whether you are Full-Time or Less-Than-Full-Time, if you are not Actively at Work, any increase to your life insurance will not be effective until you return to work.

### ***Coverage for Outbound Employees***

If you are an Outbound Employee (see page 4, above), the Plan provides coverage of two times (2x) your base annual salary, rounded up to the next \$1,000.

Your coverage is adjusted periodically as your base salary changes, provided you are Actively at Work. If you are Less-Than-Full-Time, your coverage is based on your Full-Time base annual salary, and coverage is adjusted periodically as your base salary changes. Whether you are Full-Time or Less-Than-Full-Time, if you are not Actively at Work, any increase to your life insurance will not be effective until you return to work.

## **SPECIAL COVERAGE FOR CERTAIN DISABLED PERSONS**

### ***Dow LTD Program***

If you are eligible to participate in the Dow Employees' Pension Plan or the Union Carbide Employees' Pension Plan and you have been approved to receive benefit payments from the Dow LTD Program, you are eligible for Plan coverage under the following circumstances:

**If your date of "full disability" (as defined under the Dow LTD Program) is on or after January 1, 2006, you are eligible for coverage when your LTD benefit payments begin. The following applies to you:**

If you were hired by Dow or Union Carbide on or after January 1, 2008, or you have less than ten (10) years of Service under the Dow Employees' Pension Plan or the Union Carbide Employees' Pension Plan, you are eligible for up to either 12 months or 24 months of company 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, but less than ten (10) years of Service.

If you were hired by Dow or Union Carbide prior to January 1, 2008 (regardless of whether your employer was a Participating Employer before January 1, 2008), and you have ten (10) or more

years of Service, you are eligible for coverage until you are no longer eligible to receive payments from the Dow LTD Program.

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 company 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, you are eligible for company paid life insurance 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 on the date you were last Actively at Work. Currently, the Company pays the cost of this coverage.

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

You are eligible for Plan coverage until you are no longer eligible to receive payments from the Dow LTD Program, at the same amount of Plan coverage you had on the date you were last Actively at Work, up to one times (1x) your base annual salary. Currently, the Company pays the cost of this coverage.

You are also eligible for an additional amount of coverage, which is determined by the amount of Employee-Paid Life coverage you were enrolled in as an active Employee immediately prior to being approved to receive payments from the Dow LTD Program, but not to exceed 1x. (For example, if you were enrolled for 6x as an active Employee, your coverage would be reduced to 1x.) Currently, the Company pays the cost of this coverage, and this coverage continues until you are no longer eligible to receive payments from the Dow LTD Program.

**If you are "partially disabled" (as defined under the Dow LTD Program), the following applies to you:**

You are eligible for Plan coverage as described above under [Coverage for Salaried Employees and for Hourly Employees Whose Collective Bargaining Unit Has Agreed to this Plan](#). In general, this means the Plan provides coverage of one times (1x) your base annual salary, rounded up to the next \$1,000. Your base annual salary will be determined as if you were still working your pre-disability schedule.

***Texas Total and Permanent Disability***

If (1) you were enrolled in The Dow Chemical Company Texas Operations Hourly Total and Permanent Disability Plan (the "T&P Plan"), (2) you were deemed to be "totally and permanently disabled" by the plan administrator of the T&P Plan, and (3) it was determined that you are eligible to be in benefits pay status by the plan administrator of the T&P Plan, then you are eligible for coverage under the Plan equal to the amount of coverage you were enrolled in under the Texas Operations Hourly Optional Life Insurance Contributory Plan (Contributory Life) at the time you became totally and permanently disabled. Coverage ends the earlier of (1) the date as of which you are determined to no longer be "totally & permanently disabled" by the plan administrator of the T&P Plan, and (2) the date you reach age 65.

***Contract Disability Participants***

If (1) you have been determined to be “totally and permanently disabled” by the claims administrator of The Dow Chemical Company Michigan Hourly Contract Disability Plan (the “Contract Disability Plan”) and (2) you are receiving benefit payments from the Contract Disability Plan, then you are eligible to receive the same company-paid life insurance coverage that you had as an active Employee. Coverage ends the earlier of (1) the date as of which no longer are eligible for benefit payments under the Contract Disability Plan and (2) the date you reach age 65. If you were Actively at Work at age 65 or older and subsequently became approved for benefits by the Contract Disability plan administrator, your coverage will be determined by applying the appropriate percentage from the following table to your base annual hourly rate effective the day before you qualified to receive benefit payments under the Contract Disability Plan, with a minimum of \$5,000.

<u>Your Age</u>	<u>Percentage</u>
65	50 percent
66	30 percent
67	10 percent
68	5 percent

On and after your 70<sup>th</sup> birthday, the amount of your Retiree Company-Paid Life Insurance benefits will be \$5,000. Currently, the Company pays the cost of this coverage.

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

If you have been approved for disability payments under the Rohm and Haas Company Health and Welfare Plan’s Long Term Disability Program, you are eligible for life insurance coverage at the same level of coverage you had immediately prior to your disability, if (1) your qualifying disability was incurred prior to January 1, 2010, and (2) you continue to receive disability payments under the Rohm and Haas Company Health and Welfare Plan’s Long Term Disability Program. Such coverage continues at no cost to you until you are no longer eligible to receive disability payments from that Program.

***DCC LTD Plan***

If you were disabled under the DCC LTD Plan on December 31, 2016, you are eligible for Plan coverage on and after January 1, 2017, equal to the amount of coverage you would have received under the DCC Life Plan as follows:

Your life insurance will equal 1x your base annual earnings on your last day of active work, plus \$5,000 after age 65. At age 66, your coverage multiplier is reduced 20 percent each year until you reach age 70. At age 70 and beyond, your coverage amount is \$5,000. The following chart summarizes the insurance coverage for employees disabled under the DCC LTD Plan.

<u>Age</u>	<u>Coverage Amount</u>
Under 65	1 times base annual earnings*
65	1 times base annual earnings*, plus \$5,000
66	0.8 times base annual earnings*, plus \$5,000
67	0.6 times base annual earnings*, plus \$5,000
68	0.4 times base annual earnings*, plus \$5,000
69	0.2 times base annual earnings*, plus \$5,000
70+	\$5,000

\* “Base annual earnings” means an employee’s base annual earnings on his or her last day of active work.

In general, coverage ends when you are no longer receiving benefits under the DCC LTD Plan. Refer to the applicable life insurance policy for further details.

### **EFFECTIVE DATES OF COVERAGE**

#### ***Beginning***

Your coverage begins on your first day of active employment as an eligible Employee of a Participating Employer, unless you were a former participant of The Dow Chemical Company Executive Split Dollar Life Insurance Plan or the Union Carbide Corporation Executive Life Insurance Plan as described above in the [Eligibility](#) section of this Chapter One; in which case your coverage begins on the first day of the month following the termination of your participation in such executive life insurance plan.

#### ***Ending***

Your Company-Paid Life Insurance coverage ends on the earliest of:

- the date the group policy ends;
- the date the Plan terminates;
- the date you no longer meet the eligibility requirements of the Plan;
- the date you elect to terminate your coverage; or
- the date your employment ends.

### **PORTING COVERAGE TO A SEPARATE GROUP TERM LIFE POLICY<sup>4</sup>**

If your Company-Paid Life Insurance coverage under the Plan ends or is reduced because:

- You become retired or your employment ends; or
- You cease to be in a class that is eligible for this coverage; or
- Dow cancels the MetLife group life insurance policy or amends the Plan to exclude or change the amount of coverage for your work group; then

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<sup>4</sup> If you are an Inbound Employee or an Outbound Employee, this section does not apply to you and you are not eligible to port coverage.

the amount of coverage you lost may be continued on a direct bill basis with MetLife through the portability feature. Portability allows (former) employees to continue all or part of their group term life coverage under a separate group policy without completing and submitting a statement of health. Although not required, completing and submitting a statement of health may help reduce your cost. Rates for this coverage are different from the active plan rates, and you must port a minimum of \$10,000 to exercise this option.

The maximum amount you may port is \$2,000,000 in any combination of Company-Paid Life and Employee-Paid Life Insurance. However, if your Company-Paid Life Insurance coverage under the Plan ends because Dow has cancelled the Company-Paid Life Insurance coverage under the MetLife group life insurance policy or because Dow has amended the Plan to exclude coverage for your work group, the maximum amount you may port is limited to the lesser of:

- the amount of your Company-Paid Life Insurance and Employee-Paid Life Insurance that ends under the MetLife group policy, less the amount of life insurance for which you become eligible under any group policy issued to replace the MetLife group policy; or
- \$10,000.

You have 31 days from the date your coverage ends or is reduced to apply for portability. You may continue the same or a lesser amount of coverage (subject to the limits described above). If you do not continue your entire life insurance amount through portability, you may apply for conversion of the balance, as described immediately below.

You are responsible for initiating this process within the appropriate time frame. For your convenience, MetLife will send the appropriate forms for review. MetLife has an exclusive arrangement with financial professionals from Massachusetts Mutual Life Insurance Company (MassMutual) to offer you advice on the options available to you. You may receive a call from a local, specially trained MassMutual financial professional who can answer any questions you may have or possibly identify other lower-cost alternatives. Neither the Plan, the Company, nor any Participating Employer makes any assertion or warranty about the qualifications of or advice provided by financial professionals.

If you do not receive the forms or an outreach call within approximately two weeks after your coverage has decreased or terminated, contact the Dow Retiree Service Center at 1-800-344-0661 for further assistance.

#### **CONVERTING TO AN INDIVIDUAL NON-TERM LIFE POLICY<sup>5</sup>**

If your Company-Paid Life Insurance coverage under the Plan is reduced due to retirement, the amount of coverage you lost may be converted to an individual non-term policy through MetLife. The maximum amount of insurance that may be elected for the new policy is the amount of Company-Paid Life Insurance you lost under the Plan.

If your Company-Paid Life Insurance coverage under the Plan ends because your employment ends, your coverage may be converted to an individual non-term policy through MetLife. The maximum amount of insurance that may be elected for the new policy is the amount of Company-Paid Life Insurance in effect for you under the Plan on the date your employment ends.

If your Company-Paid Life Insurance coverage under the Plan ends because Dow has cancelled the Company-Paid Life Insurance coverage under the MetLife group life insurance policy, or Dow has amended the Plan to exclude coverage for your work group, you may convert your Company-Paid Life Insurance coverage to an individual non-term MetLife policy; provided you have been covered under the Plan for at

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<sup>5</sup> If you are an Inbound Employee or an Outbound Employee, this section does not apply to you and you are not eligible to convert to an individual policy.

least 5 years immediately prior to losing coverage under the Plan. The amount you may convert is limited to the lesser of:

- the amount of Company-Paid Life Insurance for you that ends under the group policy, less the amount of life insurance for which you become eligible under any group policy within 31 days after the date insurance ends under the group policy; or
- \$10,000.

You must file a conversion application with MetLife and make the required premium payment to MetLife within 31 days of the date your Dow coverage is lost or reduced. You are responsible for initiating the conversion process within the appropriate timeframes. For your convenience, MetLife will send the appropriate forms for review. MetLife has an exclusive arrangement with financial professionals from Massachusetts Mutual Life Insurance Company (MassMutual) to offer you advice on the options available to you. You may receive a call from a local, specially trained MassMutual financial professional who can answer any questions you may have or possibly identify other lower-cost alternatives. Neither the Plan, the Company, nor any Participating Employer makes any assertion or warranty about the qualifications of or advice provided by financial professionals.

If you do not receive the forms or an outreach call within approximately two weeks after your coverage has decreased or terminated, contact the Dow Retiree Service Center at 1-800-344-0661 for further assistance.

The cost of this individual coverage will probably be significantly higher than your group plan. Although not required, completing and submitting a statement of health may help reduce your cost.

If you die within 31 days after your life insurance ends or is reduced by an amount you are entitled to convert, your beneficiary should contact HR Solutions, complete and sign a claim form, and provide proof of death to MetLife (see [Appendix A. Claims Procedures](#) of this SPD). MetLife will review the claim and, if the claim is approved, will pay your beneficiary the amount you were entitled to convert. The amount you were entitled to convert will not be paid as insurance under both a new individual conversion policy and the group policy.

#### **U.S. FEDERAL TAX CONSEQUENCES OF COMPANY-PAID COVERAGE**

Except for former participants of The Dow Chemical Company Executive Split Dollar Life Insurance Plan or the Union Carbide Corporation Executive Life Insurance Plan, current Internal Revenue Code rules permit the Company's cost for the first \$50,000 of Plan coverage to be excluded from your U.S. federal taxable income, if any. The Internal Revenue Code requires that the cost of Company-Paid Life Insurance in excess of \$50,000 be reported as U.S. federal taxable income ("imputed income"). This imputed income will be reported on your Form W-2 in addition to your other U.S. federal taxable income. The imputed income is determined based on a Uniform Premium Table established by the U.S. federal government.

If your Company-Paid Life coverage exceeds \$50,000, and you want to decrease the amount of your coverage to \$50,000, you may elect to do so by contacting HR Solutions. Once coverage is reduced, it may not be reinstated.

You are advised to consult with a qualified tax advisor. Neither the Plan nor the Company nor any Participating Employer makes any assertion or warranty about the tax treatment of Plan benefits.

#### **NAMING YOUR BENEFICIARY**

You must designate a beneficiary by registering your beneficiary information with MetLife, at <http://mybenefits.metlife.com>, or by mailing the appropriate beneficiary forms to the MetLife Recordkeeping Center. *Note:* **You should submit the appropriate form to MetLife even if you submitted one to Dow before March 1, 2008.**

If you do not submit a beneficiary designation to MetLife in the form and manner required by MetLife while you are living, MetLife may determine your beneficiary to be any one or more of the following who survive you:

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

Alternatively, instead of making payment to any of the above, MetLife may pay your estate. Your failure to designate a beneficiary may delay the payment of funds. Any payment made by MetLife in good faith will discharge the Plan's and MetLife's liability to the extent of such payment.

If you wish to change your beneficiary designation, or need to register for the first time, you can do so through the MetLife website (<http://mybenefits.metlife.com>) or through the Dow Benefits Enrollment Website (<http://dowbenefits.ehr.com>). If you prefer, you can request forms by calling MetLife Customer Service toll-free at (866) 492-6983, Monday through Friday, from 8:00 am to 11:00 pm (ET). A life event (such as Marriage/Domestic Partnership, divorce/termination of Domestic Partnership, etc.) may signal a need to change your beneficiary, but a life event will not automatically change your beneficiary.

Any beneficiary designation or change to a beneficiary designation will not be recognized if it is delivered to MetLife after your death. A beneficiary designation may not be changed by will or other contract (such as a prenuptial agreement), except as permitted under the terms of the beneficiary designation or to the extent required by a domestic relations order issued by a court that MetLife determines meets MetLife's requirements. If your designated beneficiary is a person other than a trustee and you and your designated beneficiary die under circumstances in which it is not clear who died first, the designated beneficiary will be deemed to have predeceased you.

If you were participating in the DCC Life Plan on December 31, 2016, your beneficiary designation was transferred to MetLife. You are encouraged to review your beneficiary designation as described above.

If you became an Employee of a Participating Employer as part of the separation of Dow Inc. from DowDuPont Inc., your beneficiary designation was not transferred to MetLife. You must make a beneficiary designation as described above.

If you were participating in the Nordben Plan (see "[Coverage for Outbound Employees](#)" on page 6, above) on September 30, 2017, your beneficiary designation was not transferred to MetLife. You must make a beneficiary designation as described above.

#### **TO RECEIVE A BENEFIT PAYMENT**

In the event of your death, your beneficiary should contact HR Solutions. The beneficiary on record must complete and sign a claim form to receive benefits. A death certificate that states the cause of death must be provided to MetLife in order to disburse the life insurance proceeds. A copy of the certified death certificate is allowed, unless otherwise requested. See [Appendix A. Claims Procedures](#). If the benefit is less than \$5,000, it will be paid in full by check. If the benefit is \$5,000 or more, it will be paid using a Total Control Account ("TCA"), as described below, unless your beneficiary requests payment by check. Contact HR Solutions at (833) 693-6947.

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

### ***Total Control Account***

If the death benefit payable to your beneficiary is \$5,000 or more, the claim will automatically be paid using a “draft account” called the “Total Control Account” (“TCA”), unless your beneficiary requests payment by check. The TCA is an alternative to paying the benefits to your beneficiary in full by check. The TCA is an interest-bearing account that MetLife establishes to provide your beneficiary with immediate access to the entire amount of the benefit. MetLife pays interest on the balance in the TCA from the date the TCA is established until the amount is withdrawn. The TCA provides a guaranteed minimum interest rate, specified at the time the draft account is created. Your beneficiary can withdraw all or part of the TCA balance at any time without charge or penalty, simply by writing drafts subject to a minimum withdrawal amount, currently \$250. Your beneficiary may withdraw the entire balance immediately or at any time. The holder of the Total Control Account will receive statements showing the account balance, draft payees, and interest earned.

***The TCA is not a bank account and not a checking, savings, or money market account.***

Note: MetLife may receive investment earnings from operating the TCA that are greater than the amount of interest that MetLife pays to your beneficiary on the balance in the TCA. The performance results of any investments that MetLife makes with the TCA do not affect the interest rate MetLife pays to your beneficiary.

### **FUNDING**

The Plan is funded by an insurance policy underwritten by MetLife. Dow pays the entire premium for Plan coverage. MetLife pays the benefits under the insurance policy.

### **ACCELERATED BENEFIT OPTION (ABO)**

Under the Accelerated Benefit Option (“ABO”), if you have been diagnosed as terminally ill with 12 months or less to live,<sup>6</sup> you may be eligible to receive up to 80% of your Company-Paid Life Insurance and Employee-Paid Life Insurance benefits before your death if certain requirements are met. In order to apply for the ABO, you must be covered for at least \$10,000 from your Company-Paid Life Insurance and/or Employee-Paid Life Insurance. You may receive an accelerated benefit of up to 80% (up to a maximum of \$500,000) of your Company-Paid Life Insurance benefit, Employee-Paid Life Insurance benefit, or both. The accelerated benefit is payable by check. You can elect the accelerated benefit only once for each eligible coverage. Any death benefit will be reduced by the amount of any accelerated benefit paid. After MetLife pays the accelerated benefit, any future contributions you are required to pay for Employee-Paid Life Insurance will be waived. Accelerated benefits are not permitted if you have assigned your life insurance benefit to another individual or to a trust.

The ABO is intended to qualify for favorable tax treatment under the Internal Revenue Code such that the benefits will be excludable from your U.S. federal income and not subject to U.S. federal taxation. Payment of the accelerated benefit may be subject to state taxes and restrictions. Tax laws relating to accelerated benefits are complex. You are advised to consult with a qualified tax advisor, and neither the Plan nor the Company or any Participating Employer makes any assertion or warranty about the tax treatment of Plan benefits.

Receipt of accelerated benefits may affect your eligibility, or that of your spouse/domestic partner or your family, for public assistance programs such as medical assistance (Medicaid), Aid to Families and Dependent Children (“AFDC”), Supplemental Security Income (“SSI”), and drug assistance programs. You are advised to consult with social services agencies concerning the effect receipt of accelerated benefits may have on public assistance eligibility for you, your spouse/domestic partner, or your family. In the

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<sup>6</sup> For Texas residents, the requirement is 24 months or less to live.

event your life insurance coverage ends or is reduced in the future, the amount of coverage you may be eligible to convert or port will be reduced by the amount of the accelerated benefit received.

If you would like to apply for the Accelerated Benefit Option, a claim form can be obtained from HR Solutions at (833) 693-6947 and must be completed and returned for evaluation and approval by MetLife.<sup>7</sup>

## **GRIEF COUNSELING**

Your Company-Paid Life coverage comes with Grief Counseling<sup>8</sup> at no extra cost, provided by LifeWorks US, Inc. (“LifeWorks”). Grief Counseling is a specific form of therapy aimed at helping people cope with grief and mourning associated with the death of a loved one, or with major life changes that trigger feelings of grief. This service is available to you, your dependents and your beneficiaries to discuss any situation you perceive as a major loss, including:

- Death of a loved one
- Divorce
- Receiving a serious medical diagnosis
- Losing your job

You, your dependents and your beneficiaries can have up to five confidential counseling sessions per event. Sessions can either take place in person or by phone. If further assistance is desired, the counselor will help you access services that are appropriate to your situation, preferences, finances and health insurance coverage.

To access this service, call 1-888-319-7819 (a dedicated 24/7 toll-free number) to speak with a licensed professional counselor experienced in helping people who have suffered a loss. You can also log on to <http://metlife.lifeworks.com> (username: metlifeassist; password: support) to contact a counselor or access helpful grief-related information and resources.

Additional assistance from research specialists is also available at the same toll-free number at no cost. These specialists can refer services and providers as well as offer additional information that you may find helpful. They can help you:

- Locate local funeral homes and cemetery options;
- Locate back-up care for children or older adults;
- Find local support groups;
- Find funeral cost estimates from local providers; and
- Locate service providers such as florists, caterers, and hotels.

They can also provide information on important tasks such as notifying the Social Security Administration, banks and utilities.

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<sup>7</sup> This benefit does not and is not intended to qualify as long-term care, including under Washington state law.

<sup>8</sup> Subject to state regulatory approval. Grief Counseling services are provided through an agreement with LifeWorks. LifeWorks is not an affiliate of MetLife, and the services LifeWorks provides are separate and apart from the insurance provided by MetLife. LifeWorks has a nationwide network of 30,000 counselors. Counselors have masters or doctoral degrees and are licensed professionals with extensive experience working with people who have suffered a loss.

## **LEGAL AND FINANCIAL CONSULTATION**

Your Company-Paid Life coverage comes with legal and financial consultation at no extra cost, provided by LifeWorks. You have access to:

- A LifeWorks' in-house attorney for a 30-minute consultation to assist you on making informed decisions as it pertains to a loss.
- 1 hour consultation with a certified financial planner to assist with education, strategies, and options.

The legal and financial consultation services are not part of the Plan. Neither the Plan, the Company, nor any Participating Employer makes any assertion or warranty about the qualifications of or advice provided by legal or financial professionals.

## **FUNERAL PLANNING AND DISCOUNTS<sup>9</sup>**

With your Company-Paid Life Insurance coverage, you are eligible to receive discounts of up to 10% off the service provider's standard price for certain funeral services including funeral, cremation, and cemetery products and services provided by Dignity Memorial, a third party national network of funeral and funeral planning providers. You also have access to funeral planning resources including funeral planning tools and concierge services provided by Dignity Memorial.

MetLife has arranged for these services and discounts to be provided to you, your Spouse/Domestic Partner, your children, your parents, your grandparents, and your great-grandparents at no extra cost.

Access to counselors and discounts on funeral services through Dignity Memorial. Visit the financial planning and discounts website ([www.finalwishesplanning.com](http://www.finalwishesplanning.com)) or call 866-853-0954.

The funeral discount and planning services are not part of the Plan.

## **YOUR RIGHTS**

You have certain rights under the Plan and are entitled to certain information by law. Be sure to review [Chapter Four](#) of this SPD (Chapter Four: General Information Applicable to Each of the Plans), which begins on page 39 and the [ERISA Information](#) chapter following the end of Chapter Four.

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<sup>9</sup> Subject to state regulatory approval. Not available in all jurisdictions.

## **CHAPTER TWO EMPLOYEE-PAID LIFE INSURANCE PLAN**

This Chapter Two of the SPD describes the Employee-Paid Life Insurance Plan (referred to in this chapter of the SPD as the “Plan”), offered under The Dow Chemical Company Employee-Paid and Dependent Life Insurance Program (referred to in this chapter of the SPD as the “Program”).

### **ELIGIBILITY**

#### ***Salaried Employees***

Salaried Employees of a Participating Employer who have regular, active, Full-Time, or Less-Than-Full-Time status, or are receiving partial disability payments under the Dow LTD Program are eligible for Plan coverage.

#### ***Hourly Employees***

Eligibility of Hourly Employees depends on whether the applicable collective bargaining unit and the Participating Employer have agreed to this Plan. If the terms of the applicable collective bargaining agreement specifically address which Employees are eligible or not eligible for the Plan, then the terms of such collective bargaining agreement shall govern. If the terms of the collective bargaining agreement specify that Hourly Employees shall be provided this Plan, but do not specifically address the category of Employees that are eligible or not eligible, then regular, active Employees with Full Time status and Employees receiving partial disability payments under the Dow LTD Program who are members of the collective bargaining unit are eligible for coverage under the Plan.

#### ***Employees on a Leave of Absence***

Eligibility for benefits under the Plan may continue during certain leaves of absences approved by a Participating Employer, such as an approved leave of absence under the Company’s Military Leave Policy, Family Leave Policy, or Medical Leave Policy, unpaid leave policy, or period during which you receive partial disability payments under the Dow LTD Program. 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 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 the contributions. See the [Employee Contribution](#) section of this Chapter Two.

#### ***Disabled Employees***

If you are being paid a benefit from the Dow LTD Program or the DCC LTD Plan, you may be eligible under the Plan. See the [Special Employee Paid Coverage for Certain Disabled Persons](#) section of this Chapter Two.

If you have been approved for disability payments under the Rohm and Haas Company Health and Welfare Plan’s Long Term Disability Program, you are eligible for the same amount of supplemental or employee-paid coverage you had immediately prior to your disability, until you are no longer eligible to receive disability payments under the Rohm and Haas Company Health and Welfare Plan’s Long Term Disability Program. You must continue making any required contributions in order to keep your coverage in effect. See the [Special Employee Paid Coverage for Certain Disabled Persons](#) section of this Chapter Two.

#### ***Eligibility Determinations***

The Claims Administrator for Claims for an Eligibility Determination determines eligibility to participate in the Plan. The Claims Administrator is a Plan fiduciary and has full discretion to interpret the provisions

of the Plan and to make findings of fact. Interpretations and eligibility determinations by the Claims Administrator are final and binding on Participants (except to the extent that determinations by the Initial Claims Reviewer are subject to review by the Appeals Administrator).

If you want to file a Claim for an Eligibility Determination because you are not sure whether you are eligible to participate in the Plan or have been told that you are not, you must follow the procedures described in [Appendix A. Claims Procedures](#).

## ENROLLMENT

To obtain Employee-Paid Life Insurance, you must enroll for coverage. If you wish to increase your current coverage, go to the Dow Benefits Enrollment Website (<http://dowbenefits.ehr.com>). If you wish to decrease your coverage or if you do not have internet access, contact HR Solutions for assistance.

You may enroll:

- *When you first become eligible:*
  - *Within 31 days of your first day of active employment*, in which case coverage begins on your first day of active employment if you provide a copy of your birth certificate or other proof of your age that the Plan Administrator deems appropriate. If you do not provide proof of your age that is satisfactory to the Plan Administrator within the time required by the Plan Administrator, you will not be covered.
  - *Within 90 days of your first day of active employment*, in which case coverage begins on your enrollment date if you provide a copy of your birth certificate or other proof of your age that the Plan Administrator deems appropriate. If you do not provide proof of your age that is satisfactory to the Plan Administrator within the time required by the Plan Administrator, you will not be covered.
- *Following a Change-in-Status (described below under “Change-in-Status”)*, provided that you are Actively at Work and you provide proof of Change-in-Status and proof of age that are satisfactory to the Plan Administrator. Coverage will become effective as follows:
  - If the required proofs are received by the Plan Administrator *within 31 days of the Change-in-Status*, the change will become effective as of the date of the event.
  - If the required proofs are received by the Plan Administrator *between 32 days to 90 days after the Change-in-Status*, the change will become effective on the date that the Plan receives your enrollment or you enroll by calling HR Solutions.

If you do not provide the required proofs satisfactory to the Plan Administrator within the time required by the Plan Administrator, you will not be covered.

- *During the open enrollment period*, provided that you are Actively at Work on the January 1 following the open enrollment period. During open enrollment, you will be allowed to increase your coverage only by 1 increment (one-half times (½x) base annual salary) without providing a statement of health. A statement of health is required for coverage increases greater than 1 increment. If you submit an enrollment request for an increase of more than 1 increment, your enrollment will be accepted for the 1 increment increase, but any further increase will be subject to providing the statement of health. If you are not Actively at Work on the January 1 following the open enrollment period, any increase to your life insurance will not be effective until you return to Active Work.
- *At any other time you are Actively at Work*, if you provide a valid statement of health (available on the Dow Benefits Enrollment Website (<http://dowbenefits.ehr.com>)). If you do not have internet access, you can obtain a statement of health form from MetLife’s Statement of Health Unit at (800)

638-6420. MetLife will pay for the fee of a paramedical exam, if requested by MetLife, with no cost to the employee/applicant when a MetLife physician is used.

Failure to provide the required proofs will result in cancellation of coverage, including retroactive cancellation, and may require you to reimburse the Plan for any benefits paid by the Plan. The Plan Administrator may request proof of your age at any time.

If you were an active Employee of Dow Silicones Corporation (Dow Corning Corporation prior to February 1, 2018) on December 31, 2016, and you failed to waive coverage or elect a lower level of coverage within the time period specified in the annual enrollment brochure for the 2017 Plan Year, you were enrolled in the same level of coverage you had under the DCC Life Plan (up to a maximum of \$1.5 million) for the 2017 Plan Year. You may change your coverage as explained above.

If you became an Employee of a Participating Employer in April 2019, as part of the separation of Dow Inc. from DowDuPont Inc., you were enrolled in the closest level of coverage to what you had at DowDuPont Inc. You had 31 days from your start date to change your coverage.

### **CHANGE-IN-STATUS**

A “Change-in-Status” is an event listed in one of the bullets below:

- An event that changes your legal marital status, including Marriage, Domestic Partnership, death of your Spouse/Domestic Partner, divorce or annulment or similar event with respect to a Domestic Partnership.
- Birth, adoption, placement for adoption or death of Dependent.
- A termination or commencement of employment by you, your Spouse/Domestic Partner or Dependent.
- A reduction or increase in hours of employment by you, your Spouse/Domestic Partner or Dependent.
- Dependent satisfies or ceases to satisfy the requirements for unmarried Dependents.

### **EMPLOYEE CONTRIBUTION**

You pay the cost of Plan coverage through post-tax payroll deductions. Current rates are listed in your open enrollment materials. These costs are reviewed and revised periodically.

Your contribution is based on your age and whether you are a “non-tobacco-user.” As your age and salary change, your deductions will automatically be adjusted. You are considered a “non-tobacco-user” by the Plan if you have not used a tobacco product in the last 12 months or if you commit to completing a tobacco cessation program. If you quit using tobacco, you are considered a “non-tobacco-user” as of the first day of the month after you complete 12 non-tobacco-using months. If you commit to completing a tobacco cessation program within a year of your enrollment window, you are considered a “non-tobacco-user” for the period in which you are enrolling. If you are a tobacco user, you are considered a tobacco user as of the first day you use tobacco. Administratively, your premium deductions will not be adjusted until the first of the year following your change in tobacco user status. You must notify HR Solutions of any changes in your tobacco use, including your commitment to complete a tobacco cessation program. A false or out-of-date statement regarding tobacco use may result in benefits not being paid.

If you are on a leave of absence approved by the Participating Employer that provides eligibility under this Plan, the Plan Administrator has full discretion to make special administrative arrangements as are necessary to collect premiums, such as deferring Employee contributions on a temporary basis during the leave of absence, and requiring the Employee to repay premiums when the Employee returns to work, or any other arrangements the Plan Administrator deems appropriate.

If the last payroll period for a Plan Year occurs partly during a current Plan Year and partly during the next Plan Year, the Plan Administrator has full and complete discretion to modify the Participant contributions in any way that the Plan Administrator deems administratively efficient, including modifying the Participant contributions for the last payroll period without the Participant's consent.

#### **AMOUNT OF COVERAGE**

The amount of coverage is based on your annual pay:

- For Salaried employees, base annual salary is used to calculate the life insurance amount.
- For Bargained-for employees, annual pay is calculated using your base hourly rate.<sup>10</sup>

#### ***Coverage for Salaried Employees, and for Hourly Employees of Applicable Collective Bargaining Units (Not Applicable If Receiving Payments for Full Disability or Total Disability under the Dow LTD Program)***

You may purchase coverage in increments equal to one-half times ( $\frac{1}{2}x$ ) your annual pay, rounded up to the next \$1,000. The maximum coverage allowable is equal to the lesser of (1) eight times (8x) your annual pay, or (2) \$1.5 million.<sup>11</sup>

Your coverage is automatically adjusted as your base salary changes, provided you are Actively at Work. If you are Less-Than-Full-Time, your coverage is based on your Full-Time base annual salary. Whether you are Full-Time or Less-Than-Full-Time, if you are not Actively at Work, any increase to your life insurance will not be effective until you return to work.

#### **SPECIAL EMPLOYEE PAID COVERAGE FOR CERTAIN DISABLED PERSONS**

##### ***Dow LTD Program***

If you are eligible to participate in the Dow Employees' Pension Plan or the Union Carbide Employees' Pension Plan and you have been approved to receive benefit payments from the Dow LTD Program, you are eligible for Plan coverage under the following circumstances:

**If your date of "full disability" (as defined under the Dow LTD Program) is on or after January 1, 2006, you are eligible for coverage when your LTD benefit payments begin. The following applies to you:**

If you were hired by Dow or Union Carbide on or after January 1, 2008, or you have less than ten (10) years of Service under the Dow Employees' Pension Plan or the Union Carbide Employees' Pension Plan, 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

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<sup>10</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>11</sup> You are eligible for an additional 1x of coverage over and above the 8x or \$1.5 million maximum if (1) you are an Employee who was enrolled in The Dow Chemical Company Executive Split Dollar Life Insurance Plan on September 30, 2002, (2) you signed a waiver of all your rights under The Dow Chemical Company Executive Split Dollar Life Insurance Agreement between you and The Dow Chemical Company, and (3) you elected to purchase the additional 1x coverage effective October 1, 2003.

If you waive the additional 1x coverage, you are not eligible to enroll for such coverage in the future. Further, you are no longer eligible for any coverage under the Plan when you no longer have active Employee status. On the Dow Benefits website, the coverage described in this footnote is referred to as "Former Split Dollar Life."

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

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, but less than ten (10) years 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, you are eligible for coverage until you are no longer eligible to receive payments from the Dow LTD Program.

The amount of coverage depends on the amount of coverage you had on the date you were last Actively at Work. If you had ½x, then the coverage amount is ½x. 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.

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

Refer to the explanation under [\*Special Coverage for Certain Disabled Persons\*](#) in Chapter One of this SPD.

**If you are “partially disabled” (as defined under the Dow LTD Program), the following applies to you:**

You are eligible to purchase Plan coverage as described above under [\*Coverage for Salaried Employees, and for Hourly Employees of Applicable Collective Bargaining Units \(Not Applicable If Receiving Payments for Full Disability or Total Disability under the Dow LTD Program\)\*](#). Your base annual salary will be determined as if you were still working your pre-disability schedule. You must continue making any required contributions in order to keep your coverage in effect. If your paycheck is not large enough to cover your entire premium, your Participating Employer will bill you directly.

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

If you have been approved for disability payments under the Rohm and Haas Company Health and Welfare Plan's Long Term Disability Program, you are eligible for the same amount of supplemental or employee-paid life insurance coverage you had immediately prior to your disability, if (1) your qualifying disability was incurred prior to January 1, 2010, and (2) you continue to receive disability payments under the Rohm and Haas Company Health and Welfare Plan's Long Term Disability Program. Such coverage continues until you are no longer eligible to receive disability payments from that Program. You must continue making any required contributions in order to keep your coverage in effect.

### ***DCC LTD Plan***

If you were disabled under the DCC LTD Plan on December 31, 2016, and you failed to waive coverage or elect a lower level of coverage within the time period specified in the annual enrollment brochure for the 2017 Plan Year, you were enrolled in the same level of coverage you had under the DCC Life Plan for the 2017 Plan Year (up to a maximum of \$1.5 million). You may reduce coverage (as explained below) in increments of 1/2x your annual earnings. You may not increase coverage. Coverage ends the earlier of (1) the date you are no longer disabled under the DCC LTD Plan or (2) the date you reach age 65.

### **INCREASING OR DECREASING COVERAGE**

You may increase the amount of your coverage (but not beyond the maximum amount for which you are eligible), unless you were disabled under the DCC LTD Plan on December 31, 2016, in which case you may only decrease, but not increase coverage:

- *Within 90 days of a Change-in-Status event*, such as Marriage, Domestic Partnership, a change in your Spouse's/Domestic Partner's employment, or the addition of a Dependent child; provided that you are Actively at Work and HR Solutions receives satisfactory proof of Change-in-Status.
- *During open enrollment*, if you are Actively at Work, you may increase one increment (1/2x) without completing and submitting a statement of health. A statement of health is required for coverage increases greater than 1 increment.
- *At any other time you are Actively at Work*, if you provide a valid statement of health (available on the Dow Benefits Enrollment Website (<http://dowbenefits.ehr.com>)). If you do not have internet access, you can obtain a statement of health form from MetLife's Statement of Health Unit at (800) 638-6420. MetLife will pay for the fee of a paramedical exam, if requested by MetLife, with no cost to the employee/applicant when a MetLife physician is used.

You may decrease the amount of your coverage at any time by contacting HR Solutions.

### **EFFECTIVE DATES OF COVERAGE**

#### ***Beginning***

Your coverage generally begins on your date of enrollment and when you meet the enrollment requirements outlined in this booklet. Your coverage automatically is adjusted as your base salary changes. If you are not Actively at Work, any increase to your life insurance will not be effective until you return to work.

#### ***Ending***

Your Employee-Paid Life Insurance coverage ends on the earliest of:

- the date the group policy ends;
- the date the Plan terminates;
- the date you no longer meet the eligibility requirements of the Plan;
- the end of the period for which your last premium has been paid; or
- The date your employment ends.

### **PORTING COVERAGE TO A SEPARATE GROUP TERM LIFE POLICY**

If your Employee-Paid Life Insurance coverage under the Plan ends or is reduced because:

- You become retired or your employment ends; or

- You cease to be in a class that is eligible for this coverage; or
- Dow cancels the MetLife group life insurance policy or amends the Plan to exclude or change the amount of coverage for your work group; then

the amount of coverage you lost may be continued on a direct bill basis with MetLife through the portability feature. Portability allows (former) employees to continue all or part of their group term life coverage under a separate group policy without completing and submitting a statement of health. Although not required, completing and submitting a statement of health may help reduce your cost. Rates for this coverage are different from the active plan rates, and you must port a minimum of \$10,000 to exercise this option.

The maximum amount you may port is \$2,000,000 in any combination of Company-Paid Life Insurance and Employee-Paid Life Insurance. However, if your Employee-Paid Life Insurance coverage under the Plan ends because Dow has cancelled the Employee-Paid Life Insurance coverage under the MetLife group life insurance policy or because Dow has amended the Plan to exclude coverage for your work group, the maximum amount you may port is limited to the lesser of:

- the amount of your Employee-Paid Life Insurance and Company-Paid Group Life Insurance that ends under the MetLife group policy, less the amount of life insurance for which you become eligible under any group policy issued to replace the MetLife group policy; or
- \$10,000.

You have 31 days from the date your coverage ends or is reduced to apply for portability. You may continue the same or a lesser amount of coverage (subject to the limits described above). If you do not continue your entire life insurance amount through portability, you may apply for conversion of the balance, as described immediately below.

You are responsible for initiating this process within the appropriate time frame. For your convenience, MetLife will send the appropriate forms for review. MetLife has an exclusive arrangement with financial professionals from Massachusetts Mutual Life Insurance Company (MassMutual) to offer you advice on the options available to you. You may receive a call from a local, specially trained MassMutual financial professional who can answer any questions you may have or possibly identify other lower-cost alternatives. Neither the Plan, the Company, nor any Participating Employer makes any assertion or warranty about the qualifications of or advice provided by financial professionals.

If you do not receive the forms or an outreach call within approximately two weeks after your coverage has decreased or terminated, contact the Dow Retiree Service Center at 1-800-344-0661 for further assistance.

#### **CONVERTING TO AN INDIVIDUAL NON-TERM LIFE POLICY**

If your Employee-Paid Life Insurance coverage under the Plan is reduced due to retirement, the amount of coverage you lost may be converted to an individual non-term policy through MetLife. The maximum amount of insurance that may be elected for the new policy is the amount of Employee-Paid Life Insurance you lost under the Plan.

If your Employee-Paid Life Insurance coverage under the Plan ends because your employment ends, your coverage may be converted to an individual non-term policy through MetLife. The maximum amount of insurance that may be elected for the new policy is the amount of Employee-Paid Life Insurance in effect for you under the Plan on the date your employment ends.

If your Employee-Paid Life Insurance coverage ends because Dow has cancelled the Employee-Paid Life Insurance coverage under the MetLife group life insurance policy, or Dow has amended the Plan to exclude coverage for your work group, you may convert your Employee-Paid Life Insurance coverage to an individual non-term MetLife policy; provided you have been covered under the Plan for at least 5 years

immediately prior to losing coverage under the Plan. The amount you may convert is limited to the lesser of:

- the amount of Employee-Paid Life Insurance for you that ends under the group policy, less the amount of life insurance for which you become eligible under any group policy within 31 days after the date insurance ends under the group policy; or
- \$10,000.

You must file a conversion application with MetLife and make the required premium payment to MetLife within 31 days of the date your Dow coverage is lost or reduced. You are responsible for initiating the conversion process within the appropriate timeframes. For your convenience, MetLife will send the appropriate forms for review. MetLife has an exclusive arrangement with financial professionals from Massachusetts Mutual Life Insurance Company (MassMutual) to offer you advice on the options available to you. You may receive a call from a local, specially trained MassMutual financial professional who can answer any questions you may have or possibly identify other lower-cost alternatives. Neither the Plan, the Company, nor any Participating Employer makes any assertion or warranty about the qualifications of or advice provided by financial professionals.

If you do not receive the forms or an outreach call within approximately two weeks after your coverage has decreased or terminated, contact the Dow Retiree Service Center at 1-800-344-0661 for further assistance.

The cost of this individual coverage will probably be significantly higher than your group plan. Although not required, completing and submitting a statement of health may help reduce your cost.

If you die within 31 days after your life insurance ends or is reduced by an amount you are entitled to convert, your beneficiary should contact HR Solutions, complete and sign a claim form, and provide proof of death to MetLife (see [Appendix A. Claims Procedures](#)). MetLife will review the claim and, if the claim is approved, will pay your beneficiary the amount you were entitled to convert. The amount you were entitled to convert will not be paid as insurance under both a new individual conversion policy and the group policy.

#### **NAMING YOUR BENEFICIARY**

You must designate a beneficiary by registering your beneficiary information with MetLife at <http://mybenefits.metlife.com>, or by mailing the appropriate beneficiary forms to the MetLife Recordkeeping Center.

**Note:** You should submit the appropriate form to MetLife even if you submitted one to Dow before March 1, 2008.

If you do not submit a beneficiary designation to MetLife in the form and manner required by MetLife while you are living, then the default beneficiary will be the same as the beneficiary on your Company-Paid Life Insurance. If you are not eligible for Company-Paid Life Insurance, and you are enrolled in Post-65 Executive Life, then the default beneficiary is the same as your beneficiary for Post-65 Executive Life.

If you are not eligible for Company-Paid Life Insurance or Post-65 Executive Life, and you do not submit a beneficiary designation to MetLife in the form and manner required by MetLife while you are living, MetLife may determine your beneficiary to be any one or more of the following who survive you:

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

Alternatively, instead of making payment to any of the above, MetLife may pay your estate. Your failure to designate a beneficiary may delay the payment of funds. Any payment made by MetLife in good faith will discharge the Plan's and MetLife's liability to the extent of such payment.

If you wish to change your beneficiary designation, or need to register for the first time, you can do so through the MetLife website (<http://mybenefits.metlife.com>) or through the Dow Benefits Enrollment Website (<http://dowbenefits.ehr.com>). If you prefer, you can request forms by calling MetLife Customer Service toll-free at (866) 492-6983, Monday through Friday, from 8:00 am to 11:00 pm (ET). A life event (such as Marriage/Domestic Partnership, divorce/termination of Domestic Partnership, etc.) may signal a need to change your beneficiary, but a life event will not automatically change your beneficiary.

Any beneficiary designation or change to a beneficiary designation will not be recognized if it is delivered to MetLife after your death. A beneficiary designation may not be changed by will or other contract (such as a prenuptial agreement), except as permitted under the terms of the beneficiary designation or to the extent required by a domestic relations order issued by a court that MetLife determines meets MetLife's requirements. If your designated beneficiary is a person other than a trustee and you and your designated beneficiary die under circumstances in which it is not clear who died first, the designated beneficiary will be deemed to have predeceased you.

If you were participating in the DCC Life Plan on December 31, 2016, your beneficiary designation was transferred to MetLife. You are encouraged to review your beneficiary designation as described above.

If you became an Employee of a Participating Employer as part of the separation of Dow Inc. from DowDuPont Inc., your beneficiary designation was not transferred to MetLife. You must make a beneficiary designation as described above.

#### **TO RECEIVE A BENEFIT PAYMENT**

In the event of your death, your beneficiary should contact HR Solutions. The beneficiary on record must complete and sign a claim form to receive benefits. A death certificate that states the cause of death must be provided to MetLife in order to disburse the life insurance proceeds. A copy of the certified death certificate is allowed, unless otherwise requested. See [Appendix A. Claims Procedures](#). If the benefit is less than \$5,000, it will be paid in full by check. If the benefit is \$5,000 or more, it will be paid using a Total Control Account ("TCA"), as described below, unless your beneficiary requests payment by check. Contact HR Solutions at (833) 693-6947.

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

#### ***Total Control Account***

If the death benefit payable to your beneficiary is \$5,000 or more, the claim will automatically be paid using a "draft account" called the "Total Control Account" ("TCA"), unless your beneficiary requests payment by check. The TCA is an alternative to paying the benefits to your beneficiary in full by check. The TCA is an interest-bearing account that MetLife establishes to provide your beneficiary with immediate access to the entire amount of the benefit. MetLife pays interest on the balance in the TCA from the date the TCA is established until the amount is withdrawn. The TCA provides a guaranteed minimum interest rate, specified at the time the draft account is created. Your beneficiary can withdraw all or part of the TCA balance at any time without charge or penalty, simply by writing drafts subject to a minimum withdrawal amount, currently \$250. Your beneficiary may withdraw the entire balance immediately or at any time. The holder of the Total Control Account will receive statements showing the account balance, draft payees, and interest earned.

***The TCA is not a bank account and not a checking, savings, or money market account.***

**Note:** MetLife may receive investment earnings from operating the TCA that are greater than the amount of interest that MetLife pays to your beneficiary on the balance in the TCA. The performance results of any investments that MetLife makes with the TCA do not affect the interest rate MetLife pays to your beneficiary.

### **SUICIDE<sup>12</sup>**

If you commit suicide within two years<sup>13</sup> from the date your Employee-Paid Life Insurance takes effect, coverage under this Plan will not apply. Any premium you paid for this coverage will be returned to your beneficiary.

If you commit suicide within two years from the date that an increase in your Employee-Paid Life Insurance takes effect, the coverage increase will not apply. Any premium you paid for the coverage increase will be returned to your beneficiary.

### **FUNDING**

The Plan is funded by an insurance policy underwritten by MetLife. Employees pay the entire premium for Plan coverage. MetLife pays the benefits under the insurance policy.

### **ACCELERATED BENEFIT OPTION (ABO)**

Under the Accelerated Benefit Option (“ABO”), if you have been diagnosed as terminally ill with 12 months or less to live,<sup>14</sup> you may be eligible to receive up to 80% of your Company-Paid Life Insurance and Employee-Paid Life Insurance benefits before your death if certain requirements are met. In order to apply for the ABO, you must be covered for at least \$10,000 from your Company-Paid Life Insurance and/or Employee-Paid Life Insurance. You may receive an accelerated benefit of up to 80% (up to a maximum of \$500,000) of your Company-Paid Life Insurance benefit, Employee-Paid Life Insurance benefit, or both. The accelerated benefit is payable by check. You can elect the accelerated benefit only once for each eligible coverage. Any death benefit will be reduced by the amount of any accelerated benefit paid. After MetLife pays the accelerated benefit, any future contributions you are required to pay for Employee-Paid Life Insurance will be waived. Accelerated benefits are not permitted if you have assigned your life insurance benefit to another individual or to a trust.

The ABO is intended to qualify for favorable tax treatment under the Internal Revenue Code such that the benefits will be excludable from your U.S. federal income and not subject to U.S. federal taxation. Payment of the accelerated benefit may be subject to state taxes and restrictions. Tax laws relating to accelerated benefits are complex. You are advised to consult with a qualified tax advisor, and neither the Plan nor the Company or any Participating Employer makes any assertion or warranty about the tax treatment of Plan benefits.

Receipt of accelerated benefits may affect your eligibility, or that of your spouse/domestic partner or your family, for public assistance programs such as medical assistance (Medicaid), Aid to Families and Dependent Children (“AFDC”), Supplemental Security Income (“SSI”), and drug assistance programs. You are advised to consult with social services agencies concerning the effect receipt of accelerated benefits may have on public assistance eligibility for you, your spouse/domestic partner, or your family. In the

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<sup>12</sup> This Section is not applicable to residents of Washington.

<sup>13</sup> For residents of Missouri and North Dakota, substitute “one year” for “two years” throughout this section called “Suicide.”

<sup>14</sup> For Texas residents, the requirement is 24 months or less to live.

event your life insurance coverage ends or is reduced in the future, the amount of coverage you may be eligible to convert or port will be reduced by the amount of the accelerated benefit received.

If you would like to apply for the Accelerated Benefit Option, a claim form can be obtained from HR Solutions at (833) 693-6947 and must be completed and returned for evaluation and approval by MetLife.<sup>15</sup>

### **WILL PREPARATION SERVICE**

If you elect Employee-Paid Life Insurance coverage, you and your Spouse/Domestic Partner are eligible for a will preparation service available through Hyatt Legal Plans, Inc. (“Hyatt”), a MetLife company. This service is available while your Employee-Paid Life Insurance coverage is in effect. The will preparation service is offered at no cost to you if you use an attorney designated by Hyatt. If you have a will prepared by an attorney not designated by Hyatt, you must pay for the attorney’s services directly. You may receive a partial reimbursement for the amount you paid to the attorney if you provide proof of will service and payment satisfactory to Hyatt. The amount reimbursable is the amount customarily reimbursed for such services by Hyatt. Call (800) 821-6400 Monday through Friday from 8:00 a.m. to 7:00 p.m. ET for more information. A Client Services Representative will ask you to provide your Company Name and Group Number, which are:

- Company Name: The Dow Chemical Company
- Group Number: 11700-G

### **ESTATE RESOLUTION SERVICE**

If you elect Employee-Paid Life Insurance coverage, you are eligible for an estate resolution service available through Hyatt Legal Plans, Inc. (“Hyatt”), a MetLife company. This service is available if you or your Spouse/Domestic Partner die while your Employee-Paid Life Insurance coverage is in effect. The estate resolution service provides a Hyatt in-network attorney to the executor/administrator probating your estate or that of your Spouse/Domestic Partner. Probate advice is also available to beneficiaries, regardless of whether they are the executor/administrator. This service is provided at no cost to the beneficiaries, administrator, executor, or estate if a Hyatt in-network attorney is used.

The beneficiaries and/or executor/administrator may choose to use an attorney who does not participate in the Hyatt network. If an out-of-network attorney is chosen, the beneficiary and/or executor/administrator must pay for that attorney’s services directly. They may receive a partial reimbursement for the amount paid to the attorney if they provide proof of estate resolution service and payment satisfactory to Hyatt. The amount reimbursable is the amount customarily reimbursed for such services by Hyatt. To access this service, beneficiaries and/or executors/administrators should call Hyatt at (800) 821-6400 Monday through Friday from 8:00 a.m. to 7:00 p.m. ET.

The following are not covered by this service: matters in which there is a conflict of interest between the executor, administrator, any beneficiary or heir and the estate; any disputes with the Company, Participating Employer, Hyatt attorneys, MetLife and/or any of its affiliates; any disputes involving statutory benefits (such as Social Security, unemployment, or workers’ compensation benefits); will contests or litigation outside probate court; appeals; court costs, filing fees, recording fees, transcripts, witness fees, expenses to a third party, judgments or fines; and frivolous or unethical matters.

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<sup>15</sup> This benefit does not and is not intended to qualify as long-term care, including under Washington state law.

## **YOUR RIGHTS**

You have certain rights under the Plan and are entitled to certain information by law. Be sure to review [Chapter Four](#) of this SPD (Chapter Four: General Information Applicable to Each of the Plans), which begins on page 39 and the [ERISA Information](#) chapter following the end of Chapter Four.

## **CHAPTER THREE DEPENDENT LIFE INSURANCE PLAN**

This Chapter Three of the SPD describes the Dependent Life Insurance Plan (referred to in this chapter of the SPD as the “Plan”), which provides coverage for your eligible family members at group rates and is offered under The Dow Chemical Company Employee-Paid and Dependent Life Insurance Program (referred to in this chapter of the SPD as the “Program”).

### **ELIGIBILITY**

#### ***Salaried Employees***

Salaried Employees of a Participating Employer who have regular, active, Full-Time or Less-Than-Full-Time status, or are receiving partial disability payments under the Dow LTD Program are eligible for Plan coverage.

#### ***Hourly Employees***

Eligibility of Hourly Employees depends on whether the applicable collective bargaining unit and the Participating Employer have agreed to this Plan. If the terms of the applicable collective bargaining agreement specifically address which Employees are eligible or not eligible for the Plan, then the terms of such collective bargaining agreement shall govern. If the terms of the collective bargaining agreement specify that Hourly Employees shall be provided this Plan, but do not specifically address the category of Employees that are eligible or not eligible, then regular, active Employees with Full Time status and Employees receiving partial disability payments under the Dow LTD Program who are members of the collective bargaining unit are eligible for coverage under the Plan.

#### ***Employees on a Leave of Absence***

Eligibility for benefits under the Plan may continue during certain leaves of absences approved by a Participating Employer, such as an approved leave under the Company’s Military Leave Policy, Family Leave Policy, or Medical Leave Policy, or a period during which you receive partial disability payments under the Dow LTD Program. 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 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 the contributions. See the [Employee Contribution](#) section of this Chapter Three.

#### ***Disabled Employees***

If you are being paid a benefit from the Dow LTD Program or the DCC LTD Plan, you may be eligible under the Plan. See the [Special Dependent Life Insurance Coverage for Certain Disabled Persons](#) section of this Chapter Three.

If you have been approved for disability payments under the Rohm and Haas Company Health and Welfare Plan’s Long Term Disability Program, you may be eligible under the Plan. See the [Special Dependent Life Insurance Coverage for Certain Disabled Persons](#) section of this Chapter Three.

#### ***Eligibility Determinations***

The Claims Administrator for Claims for an Eligibility Determination determines eligibility to participate in the Plan. The Claims Administrator is a Plan fiduciary and has full discretion to interpret the provisions of the Plan and to make findings of fact. Interpretations and eligibility determinations by the Claims

Administrator are final and binding on Participants (except to the extent that determinations by the Initial Claims Reviewer are subject to review by the Appeals Administrator).

If you want to file a Claim for an Eligibility Determination because you are not sure whether you are eligible to participate in the Plan or have been told that you are not, you must follow the procedures described in [Appendix A. Claims Procedures](#).

## **DEPENDENT ELIGIBILITY**

You may purchase coverage on the life of your Spouse/Domestic Partner and/or the life of your Dependent child or Dependent children.

In general, Dependent child means your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or stepchild (including the child of your Domestic Partner of Record); who, in each case, is under age 26, unmarried, and supported by you. For Texas residents, the term also includes your grandchild(ren), if they are able to be claimed by you as a dependent for federal income tax purposes. If you had dependent life insurance coverage under the DCC Life Plan for your grandchild(ren) on December 31, 2016, on and after January 1, 2017, Dependent child includes such grandchild(ren), on file with MetLife. Any such grandchild(ren) ceases to be eligible on the earlier of (1) the day that your child, who is the parent of such grandchild(ren), ceases to meet the eligibility requirements that otherwise apply to dependent children (*e.g.*, the end of the month in which your child turns age 26); (2) the day that the grandchild(ren) ceases to meet the eligibility requirements that otherwise apply to dependent children (*e.g.*, the end of the month in which the grandchild turns age 26); or (3) the effective date on which you cancel coverage under the Plan for the grandchild(ren). If you drop Dependent Life Insurance coverage under this Plan for such grandchild(ren) at any time and for any reason, you may not again enroll such grandchild(ren) in the Plan.

“Dependent child” does not include any person who is:

- insured under the group policy as an employee;
- covered as a dependent of another Dow Employee or Dow Retiree (all covered children in a family must be enrolled by the same parent); or
- age 26 years or older (coverage may continue until end of the month in which child attains age 26).

A Dependent Spouse, Domestic Partner, or child is not eligible if he or she is in the military.

A Dependent child may continue to be eligible for coverage past age 26 if the child continues to meet all of the requirements and in addition, is incapable of self-sustaining employment because of a mental or physical disability as defined by applicable law. Proof of such disability must be sent to MetLife within 31 days after the date the child attains the age limit and at reasonable intervals after such date.

## **ENROLLMENT**

To obtain Dependent Life Insurance coverage, you must enroll for coverage. If you wish to increase your current coverage, go to the Dow Benefits Enrollment Website (<http://dowbenefits.ehr.com>). If you wish to decrease your coverage or if you do not have internet access, contact HR Solutions for assistance.

You may enroll:

- *When you first become eligible:*
  - *Within 31 days of your first day of active employment*, in which case coverage begins on your first day of active employment if you provide proof of Dependent eligibility and proof of age that the Plan Administrator deems appropriate. If you do not provide the

required proofs within the time required by the Plan Administrator, your Dependent(s) will not be covered.

- *Within 90 days of your first day of active employment*, in which case coverage begins on your enrollment date if you provide proof of Dependent eligibility and proof of age that the Plan Administrator deems appropriate. If you do not provide the required proofs within the time required by the Plan Administrator, your Dependent(s) will not be covered.
- *Following a Change-in-Status (described below under “Change-in-Status”)*, provided that you are Actively at Work and you provide proof of Change-in-Status and proof of age that are satisfactory to the Plan Administrator. Coverage will become effective as follows:
  - If the required proofs are received by the Plan Administrator *within 31 days of the Change-in-Status*, the change will become effective as of the date of the event.
  - If the required proofs are received by the Plan Administrator *between 32 days to 90 days after the Change-in-Status*, the change will become effective on the date that the Plan receives your enrollment or you enroll by calling HR Solutions.

Failure to provide the required proofs satisfactory to the Plan Administrator within the time required by the Plan Administrator will result in no coverage.

- *During the open enrollment period*, provided that you are Actively at Work on the January 1 following the open enrollment period and you submit proof of eligibility prior to December 31 of the year before coverage begins. During open enrollment, you will be allowed to increase your Dependent Spouse/Domestic Partner coverage by one increment without providing a statement of health. A statement of health is required for Dependent Spouse/Domestic Partner coverage increases greater than 1 increment. If you submit an enrollment request for an increase of more than 1 increment, your enrollment will be accepted for the 1 increment increase, but any further increase will be subject to providing the statement of health. There is no incremental limit on increased coverage for Dependent child(ren) during open enrollment. If you are not Actively at Work on the January 1 following the open enrollment period, any increase in life insurance will not be effective until you return to Active Work.
- *At any other time you are Actively at Work*, if you provide a valid statement of health (available on the Dow Benefits Enrollment Website (<http://dowbenefits.ehr.com>)). If you do not have internet access, you can obtain a statement of health form from MetLife’s Statement of Health Unit at (800) 638-6420. MetLife will pay for the fee of a paramedical exam, if requested by MetLife, with no cost to the employee/applicant when a MetLife physician is used. Your coverage begins on the date that MetLife approves your statement of health.

The Plan Administrator may request proof of Dependent eligibility and proof of age at any time. Proof may consist of a birth certificate, passport, adoption papers, marriage license, statement of Domestic Partnership or any other proof that the Plan Administrator deems appropriate. Failure to provide proof of Dependent eligibility and proof of age within the time period required will result in no Dependent coverage.

If you enrolled for coverage for your Dependent(s) and fail to provide proof of Dependent eligibility or proof of age satisfactory to the Plan Administrator within the time period required, and the Plan determines that your Dependent(s) is not covered, the Plan reserves the right not to refund the premiums you paid, and to cancel coverage of your Dependent(s) retroactive to the date you enrolled your Dependent(s).

If you were an active Employee of Dow Silicones Corporation (Dow Corning Corporation prior to February 1, 2018) on December 31, 2016, and you failed to waive coverage or elect a different level of coverage within the time period specified in the annual enrollment brochure for the 2017 Plan Year, you were enrolled in the same level of coverage for the 2017 Plan Year that you had under the DCC Life Plan; provided that

if you had coverage of \$15,000 for Dependent child(ren), the coverage was reduced to \$10,000. You may change your coverage as explained above.

If you became an Employee of a Participating Employer in April of 2019, as part of the separation of Dow Inc. from DowDuPont Inc., you were enrolled in the closest level of coverage to what you had at DowDuPont Inc. You had 31 days from your start date to change your coverage.

### **CHANGE-IN-STATUS**

A “Change-in-Status” is an event listed in one of the bullets below:

- An event that changes your legal marital status, including Marriage, Domestic Partnership, death of your Spouse/Domestic Partner, divorce or annulment or similar event with respect to a Domestic Partnership.
- Birth, adoption, placement for adoption or death of Dependent.
- A termination or commencement of employment by you, your Spouse/Domestic Partner or Dependent.
- A reduction or increase in hours of employment by you, your Spouse/Domestic Partner or Dependent.
- Dependent satisfies or ceases to satisfy the requirements for unmarried Dependents.

### **EMPLOYEE CONTRIBUTION**

You pay the cost of Plan coverage through post-tax payroll deductions. The cost is based on the coverage option that you choose. Current rates are listed in your open enrollment materials. These costs are reviewed and revised periodically.

For coverage on your Spouse/Domestic Partner’s life, your contribution will depend on whether your Spouse/Domestic Partner is a “non-tobacco-user.” Your Spouse/Domestic Partner is considered a “non-tobacco-user” by the Plan if he or she has not used a tobacco product in the last 12 months or if he or she commits to completing a tobacco cessation program. If your Spouse/Domestic Partner quits using tobacco, he or she is considered a “non-tobacco-user” as of the first day of the month after he or she completes 12 non-tobacco-using months. If your Spouse/Domestic Partner commits to completing a tobacco cessation program within a year of your enrollment window, he or she is considered a “non-tobacco user” for the period in which you are enrolling . If your Spouse/Domestic Partner is a tobacco user, he or she is considered a tobacco user as of the first day he or she uses tobacco. Administratively, your premium deductions will not be adjusted until the first of the year following your Spouse/Domestic Partner’s change in tobacco user status. You must notify HR Solutions of any changes in your Spouse/Domestic Partner’s tobacco use, including his or her commitment to complete a tobacco cessation program. A false or out-of-date statement regarding tobacco use may result in benefits not being paid.

If you are on a leave of absence approved by the Participating Employer that provides eligibility under this Plan, the Plan Administrator has full discretion to make special administrative arrangements as are necessary, such as deferring Employee contributions on a temporary basis during the leave of absence, and requiring the Employee to repay premiums when the Employee returns to work, or any other arrangements the Plan Administrator deems appropriate.

If the last payroll period for a Plan Year occurs partly during a current Plan Year and partly during the next Plan Year, the Plan Administrator has full and complete discretion to modify the Participant contributions in any way that the Plan Administrator deems administratively efficient, including modifying the Participant contributions for the last payroll period without the Participant’s consent.

## AMOUNT OF COVERAGE

### *Coverage for Salaried Employees and for Hourly Employees of Applicable Collective Bargaining Units (Not Applicable If Receiving Payments for Full Disability or Total Disability under the Dow LTD Program)*

You may select coverage for your Spouse/Domestic Partner and Dependent children based on the following options:

- Spouse/Domestic Partner insurance coverage ranges from a minimum of \$10,000 to a maximum of \$250,000, in increments of \$10,000. The monthly cost is based on your Spouse's/Domestic Partner's age, the amount of insurance, and whether your Spouse/Domestic Partner is a "non-tobacco-user."
- For eligible Dependent child(ren):
  - prior to January 1, 2017, there were three levels of coverage: \$2,000, \$5,000, or \$10,000.
  - on and after January 1, 2017, there are four levels of coverage: \$2,000, \$5,000, \$10,000, or \$20,000.

## SPECIAL DEPENDENT LIFE INSURANCE COVERAGE FOR CERTAIN DISABLED PERSONS

If you are receiving benefit payments from The Dow Chemical Company Texas Operations Hourly Total and Permanent Disability Plan or The Dow Chemical Company Michigan Hourly Contract Disability Plan you are not eligible for Dependent Life Insurance coverage.

### *Dow LTD Program*

If you have been approved to receive benefit payments from the Dow LTD Program, you are eligible for Dependent Life Insurance coverage under the following circumstances:

#### **If your date of "full disability" or "total disability" (as defined under the Dow LTD Program) is on or after January 1, 2018, the following applies to you:**

If you were enrolled in Dependent Life Insurance coverage and had satisfied the Actively at Work requirement described under Enrollment, above, at the time of your "full disability" or "total disability" (as defined in the Dow LTD Program) and the disability occurred on or after January 1, 2018, you may continue your Dependent Life Insurance coverage. You must continue making any required contributions during your period of "full disability" or "partial disability."

#### **If you are "partially disabled" (as defined under the Dow LTD Program), the following applies to you:**

If you are eligible to participate in the Dow Employees' Pension Plan or the Union Carbide Employees' Pension Plan, and you have been approved to receive a "partial disability" benefit (as defined under the Dow LTD Program), you may enroll or elect to continue Dependent Life Insurance coverage as described above under [\*Coverage for Salaried Employees and for Hourly Employees of Applicable Collective Bargaining Units \(Not Applicable If Receiving Payments for Full Disability or Total Disability under the Dow LTD Program\)\*](#). You must continue making any required contributions in order to keep your coverage in effect. If your paycheck is not large enough to cover your entire premium, your Participating Employer will bill you directly.

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

If you have been approved for disability payments under the Rohm and Haas Company Health and Welfare Plan's Long Term Disability Program, you are eligible for the same amount of dependent life insurance

coverage you had immediately prior to your disability, if (1) your qualifying disability was incurred prior to January 1, 2010, and (2) you continue to receive disability payments under the Rohm and Haas Company Health and Welfare Plan's Long Term Disability Program. Such coverage continues until you are no longer eligible to receive disability payments from that Program. You must continue making any required contributions in order to keep your coverage in effect.

### ***DCC LTD Plan***

If on or after January 1, 2018, you are receiving or have been approved to receive benefit payments from the DCC LTD Plan, you may purchase Dependent Life Insurance coverage as described above under [Coverage for Salaried Employees and for Hourly Employees of Applicable Collective Bargaining Units \(Not Applicable If Receiving Payments for Full Disability or Total Disability under the Dow LTD Program\)](#). Such coverage continues until you are no longer eligible to receive disability payments from the DCC LTD Plan. You must continue making any required contributions in order to keep your coverage in effect.

### **INCREASING OR DECREASING COVERAGE**

You may increase the amount of coverage (but not beyond the maximum amount for which you are eligible):

- *Within 90 days of a Change-in-Status event*, such as Marriage, Domestic Partnership, a change in your Spouse's/Domestic Partner's employment, or the addition of a Dependent child; provided that you are Actively at Work and HR Solutions receives satisfactory proof of Change-in-Status.
- *During open enrollment*, if you are Actively at Work, you may increase your Spouse's/Domestic Partner's coverage one increment or elect any level of Dependent child coverage without completing and submitting a statement of health. A statement of health is required for Spouse/Domestic Partner coverage increases greater than 1 increment.
- *At any other time you are Actively at Work*, if you provide a valid statement of health (available on the Dow Benefits Enrollment Website (<http://dowbenefits.ehr.com>)). If you do not have internet access, you can obtain a statement of health form from MetLife's Statement of Health Unit at (800) 638-6420. MetLife will pay for the fee of a paramedical exam, if requested by MetLife, with no cost to the employee/applicant when a MetLife physician is used.

You may decrease the amount of your coverage at any time by contacting HR Solutions.

### **EFFECTIVE DATES OF COVERAGE**

#### ***Beginning***

Your Dependent Life Insurance coverage generally begins on your date of enrollment and when you meet the enrollment requirements outlined in this booklet. If you are not Actively at Work, any increase to your life insurance will not be effective until you return to work.

#### ***Ending***

Your Dependent Life Insurance coverage ends on the earliest of:

- the date the group policy ends;
- the date the Plan terminates;
- the date you or your Dependents no longer meet the eligibility requirements of the Plan;
- the end of the period for which your last premium has been paid; or

- the date your employment ends.

#### **PORTING COVERAGE TO A SEPARATE GROUP TERM LIFE POLICY**

If your Dependent Life Insurance coverage under the Plan ends or is reduced because:

- You become retired or your employment ends; or
- You cease to be in a class that is eligible for this coverage; or
- Dow cancels the MetLife group life insurance policy or amends the Plan to exclude or change the amount of coverage for your work group; or
- You die; or
- Your marriage ends in divorce or annulment; or
- Your Domestic Partnership ends; then

the amount of coverage your Dependent loses may be continued on a direct bill basis with MetLife through the portability feature. If your former Dependent Spouse continues coverage for himself or herself, then he or she may also use the portability feature to continue coverage for your Dependent child. If the insurance for your former Dependent child ends because he or she no longer meets the definition of “child” under the Dependent Life Insurance policy, your former Dependent child may also continue coverage with the portability feature. Portability allows Dependents to continue all or part of their group term life coverage under a separate group policy without completing and submitting a statement of health. Although not required, completing and submitting a statement of health may help reduce your cost. Rates for this coverage are different from the active plan rates, and a minimum of \$2,500 for Spouse/Domestic Partner coverage (\$10,000 when porting Spouse/Domestic Partner coverage alone) or \$1,000 for Dependent child coverage must be ported to exercise this option.

If your Dependent Life Insurance coverage under the Plan ends because Dow has cancelled the Dependent Life Insurance coverage under the MetLife group life insurance policy or because Dow has amended the Plan to exclude coverage for your work group, the maximum amount you may port is limited to the lesser of:

- the amount of your life insurance or your Dependent Life Insurance coverage that ends under the MetLife group policy, less the amount of life insurance for which you become eligible under any group policy issued to replace the MetLife group policy; or
- \$10,000.

The application for portability must be submitted within 31 days from the date the Dependent Life Insurance coverage ends or is reduced. Your Dependent(s) may continue the same or a lesser amount of coverage (subject to the limits described above). If the entire life insurance amount is not continued through portability, the balance may be converted, as described immediately below.

You (or your Dependent(s), as applicable) are responsible for initiating this process within the appropriate time frame. For your convenience, MetLife will send the appropriate forms for review. MetLife has an exclusive arrangement with financial professionals from Massachusetts Mutual Life Insurance Company (MassMutual) to offer you advice on the options available to you (or your Dependent). You may receive a call from a local, specially trained MassMutual financial professional who can answer any questions you may have or possibly identify other lower-cost alternatives. Neither the Plan, the Company, nor any Participating Employer makes any assertion or warranty about the qualifications of or advice provided by financial professionals.

If you do not receive the forms or an outreach call within approximately two weeks after your coverage has decreased or terminated, contact the Dow Retiree Service Center at 1-800-344-0661 for further assistance.

## **CONVERTING TO AN INDIVIDUAL NON-TERM LIFE POLICY**

If your Dependent Life Insurance coverage under the Plan is reduced due to retirement, the amount of coverage your Spouse/Domestic Partner or Dependent child lost may be converted to an individual non-term policy through MetLife. The maximum amount of insurance that may be elected for the new policy is the amount of Dependent Life Insurance lost under the Plan.

If your Dependent loses coverage under the Plan because of your death or because he or she no longer meets eligibility requirements, his or her coverage may be converted to an individual non-term policy through MetLife. (In the case of minor children, the parent or legal guardian may act on their behalf.) The maximum amount of insurance that may be elected for the new policy is the amount of Dependent Life Insurance that ends under the Dependent Life Insurance provisions of the MetLife group policy.

If your Dependent loses coverage under the Plan because Dow has cancelled the dependent life coverage under the group policy with MetLife, or Dow has amended the eligibility requirements of the Plan to exclude you or your dependents from eligibility under the Plan, you may convert coverage to an individual non-term MetLife policy for your Dependent; provided you have been enrolled in coverage for your Dependent under the Plan for at least 5 years immediately prior to the date the MetLife group coverage for your Dependent ended. The amount that may be converted is limited to the lesser of:

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

You must file a conversion application with MetLife and make the required premium payment to MetLife within 31 days of the date your Dow coverage is lost or reduced. You are responsible for initiating the conversion process within the appropriate timeframes. For your convenience, MetLife will send the appropriate forms for review. MetLife has an exclusive arrangement with financial professionals from Massachusetts Mutual Life Insurance Company (MassMutual) to offer you advice on the options available to you (or your Dependent). You may receive a call from a local, specially trained MassMutual financial professional who can answer any questions you may have or possibly identify other lower-cost alternatives. Neither the Plan, the Company, nor any Participating Employer makes any assertion or warranty about the qualifications of or advice provided by financial professionals.

If you do not receive the forms or an outreach call within approximately two weeks after your coverage has decreased or terminated, contact the Dow Retiree Service Center at 1-800-344-0661 for further assistance.

The cost of this individual coverage will probably be significantly higher than your group plan. Although not required, completing and submitting a statement of health may help reduce your cost.

If your Dependent dies within 31 days after the date life insurance for the Dependent ends or is reduced by an amount eligible for conversion, your Dependent's beneficiary should contact HR Solutions, complete and sign a claim form, and provide proof of death to MetLife (see [Appendix A. Claims Procedures](#)). MetLife will review the claim and, if the claim is approved, will pay your Dependent's beneficiary the amount that could have been converted. The amount that could have been converted will not be paid as insurance under both a new individual conversion policy and the group policy.

## **BENEFICIARY OF COVERAGE**

You are the beneficiary of your coverage under the Plan. This cannot be changed. The benefits will be paid to you if you survive the Dependent.

If you do not survive your Dependent, MetLife may pay the benefit to any one or more of the following who survive you:

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

Alternatively, instead of making payment to any of the above, MetLife may pay your estate. Any payment made by MetLife in good faith will discharge the Plan's and MetLife's liability to the extent of such payment.

#### **TO RECEIVE A BENEFIT PAYMENT**

In the event of the death of your Spouse/Domestic Partner or Dependent child, contact HR Solutions. You must complete and sign a claim form to receive benefits. A death certificate that states the cause of death must be provided to MetLife in order to disburse the life insurance proceeds. A copy of the certified death certificate is allowed, unless otherwise requested. See [Appendix A. Claims Procedures](#). If the benefit is less than \$5,000, it will be paid in full by check. If the benefit is \$5,000 or more, it will be paid using a Total Control Account ("TCA"), as described below, unless the beneficiary requests payment by check. Contact HR Solutions at (833) 693-6947.

If the Administrator determines that you or an alternate beneficiary (if you do not survive) is not physically or mentally capable of receiving or acknowledging receipt of benefits under the Plan, the Administrator may make benefit payments to a court-appointed legal guardian for you or your alternate beneficiary, to an individual who has become the legal guardian for you or your alternate beneficiary by operation of state law, or to another individual whom the Administrator determines in its sole discretion is the appropriate person to receive such benefits on your or your alternate beneficiary's behalf.

#### ***Total Control Account***

If the death benefit payable to a beneficiary is \$5,000 or more, the claim will automatically be paid using a "draft account" called the "Total Control Account" ("TCA"), unless the beneficiary requests payment by check. The TCA is an alternative to paying the benefit to a beneficiary in full by check. The TCA is an interest-bearing account that MetLife establishes to provide a beneficiary with immediate access to the entire amount of the benefit. MetLife pays interest on the balance in the TCA from the date the TCA is established until the amount is withdrawn. The TCA provides a guaranteed minimum interest rate, specified at the time the draft account is created. The beneficiary can withdraw all or part of the TCA balance at any time without charge or penalty, simply by writing drafts subject to a minimum withdrawal amount, currently \$250. The beneficiary may withdraw the entire balance immediately or at any time. The holder of the Total Control Account will receive statements showing the account balance, draft payees, and interest earned.

***The TCA is not a bank account and not a checking, savings, or money market account.***

Note: MetLife may receive investment earnings from operating the TCA that are greater than the amount of interest that MetLife pays to the beneficiary on the balance in the TCA. The performance results of any investments that MetLife makes with the TCA do not affect the interest rate MetLife pays to the beneficiary.

## **SUICIDE<sup>16</sup>**

If your Dependent commits suicide within two years<sup>17</sup> from the date your Dependent Life Insurance takes effect, coverage under this Plan will not apply. Any premium you paid for this coverage will be returned to the beneficiary.

If your Dependent commits suicide within two years from the date that an increase in your Dependent Life Insurance takes effect, the coverage increase will not apply. Any premium you paid for the coverage increase will be returned to the beneficiary.

## **FUNDING**

The Plan is funded by an insurance policy underwritten by MetLife. Employees pay the entire premium for Plan coverage. MetLife pays the benefits under the insurance policy.

## **ACCELERATED BENEFIT OPTION (ABO) FOR SPOUSES/DOMESTIC PARTNERS ONLY**

Under the Accelerated Benefit Option (“ABO”), if your Spouse/Domestic Partner has been diagnosed as terminally ill with 12 months or less to live<sup>18</sup>, you may be eligible to receive up to 80% of your Spouse/Domestic Partner Dependent Life Insurance benefits before your Spouse/Domestic Partner’s death if certain requirements are met. In order to apply for the ABO, your Spouse/Domestic Partner must be covered for at least \$10,000 under the Plan. You may receive an accelerated benefit of up to 80% (up to a maximum of \$200,000) of the Spouse/Domestic Partner Dependent Life Insurance benefit. The accelerated benefit is payable by check. You can elect the accelerated benefit only once for each eligible coverage. Any death benefit will be reduced by the amount of any accelerated benefit paid. After MetLife pays the accelerated benefit, any future contributions you are required to pay for your Spouse/Domestic Partner’s Dependent Life Insurance will be waived. Accelerated benefits are not permitted if you have assigned your life insurance benefit to another individual or to a trust.

The ABO is intended to qualify for favorable tax treatment under the Internal Revenue Code such that the benefits will be excludable from your U.S. federal income and not subject to U.S. federal taxation. Payment of the accelerated benefit may be subject to state taxes and restrictions. Tax laws relating to accelerated benefits are complex. You are advised to consult with a qualified tax advisor, and neither the Plan nor the Company or any Participating Employer makes any assertion or warranty about the tax treatment of Plan benefits.

Receipt of accelerated benefits may affect your eligibility, or that of your spouse/domestic partner or your family, for public assistance programs such as medical assistance (Medicaid), Aid to Families and Dependent Children (“AFDC”), Supplemental Security Income (“SSI”), and drug assistance programs. You are advised to consult with social services agencies concerning the effect receipt of accelerated benefits may have on public assistance eligibility for you, your spouse/domestic partner, or your family. In the event your life insurance coverage ends or is reduced in the future, the amount of coverage you may be eligible to convert or port will be reduced by the amount of the accelerated benefit received.

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<sup>16</sup> This Section is not applicable to residents of Washington.

<sup>17</sup> For residents of Missouri and North Dakota, substitute “one year” for “two years” throughout this section called “Suicide.”

<sup>18</sup> For Texas residents, the requirement is 24 months or less to live.

If you would like to apply for the Accelerated Benefit Option, a claim form can be obtained from HR Solutions at (833) 693-6947 and must be completed and returned for evaluation and approval by MetLife.<sup>19</sup>

#### **YOUR RIGHTS**

You have certain rights under the Plan and are entitled to certain information by law. Be sure to review [Chapter Four](#) of this SPD (Chapter Four: General Information Applicable to Each of the Plans), which begins on page 39 and the [ERISA Information](#) chapter following the end of Chapter Four.

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<sup>19</sup> This benefit does not and is not intended to qualify as long-term care, including under Washington state law.

## **CHAPTER FOUR: GENERAL INFORMATION APPLICABLE TO EACH OF THE PLANS**

### **FILING A CLAIM AND APPEALING A DENIAL OF A CLAIM**

See [Appendix A. Claims Procedures](#).

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

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

### **ASSIGNMENT**

You may make an assignment, or legal transfer, of the ownership of your Company-Paid or Employee-Paid Life Insurance to any person you choose, or to a trust. Consult your financial advisor for more information. Such assignment must be made in the form and manner acceptable to the Plan Administrator.

### **TAX CONSEQUENCES**

The U.S. tax consequences of Company-Paid Life Insurance coverage are briefly described in Chapter 1, page 11, above. Employee-paid premiums are made on an after-tax basis. In general, life insurance proceeds are not subject to U.S. federal income tax. However, neither the Plan, nor the Company or any Participating Employer makes any assertion or warranty about the tax treatment of Plan coverage or benefits under any taxing authority or jurisdiction, including U.S., non-U.S., state or local tax jurisdictions. The Participant or beneficiary, as applicable, shall bear any taxes on Plan benefits, regardless of whether taxes are withheld or withholding is required.

### **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 and your coverage retroactively from the date deemed appropriate by the Plan Administrator, or prospectively; (2) require you to reimburse the Plan for amounts paid to you or your beneficiary, 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, your employer may terminate your employment, pursue civil and/or criminal action against you or take other legal action. If you or your Dependent(s) are terminated from eligibility under any benefit plan sponsored by Dow or a Dow affiliate because of a violation of a similar section of that benefit plan, the Plan Administrator may determine that you and your Dependent(s) are not eligible for coverage under the Program.

## **YOUR LEGAL RIGHTS UNDER ERISA**

As a Participant in the Company-Paid, Employee-Paid or Dependent Life Insurance Plan(s) (as applicable), 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 reports filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements (if applicable), and copies of the latest annual report, the Plan Documents, and an updated Summary Plan Description. The Plan Administrator may charge a reasonable fee for the copies.

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

## **PLAN ADMINISTRATOR'S DISCRETION**

The Plan 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 C. Named Fiduciaries](#). The Company may also appoint other persons, groups of persons, or entities as named fiduciaries of the Plan. The Plan Administrator, Claims Administrators, and other Plan fiduciaries, each acting individually, have the sole and absolute discretion to interpret the Plan Documents (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 Plans, and if challenged in court, such interpretations and determinations shall not be overturned unless proven to be arbitrary or capricious. For a detailed description of the Plan Administrator's and Claims Administrators' authority, see the Plan Document for the applicable Program and [Appendix A. Claims Procedures](#).

## **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 Dow's intent in establishing the Plan and taking into account all evidence (written and oral) that he or she deems appropriate or helpful.

## **NO GOVERNMENT GUARANTEE OF WELFARE BENEFITS**

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

## **DOW'S RIGHT TO TERMINATE OR AMEND THE PROGRAMS AND PLANS**

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

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

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

## **LITIGATION AND CLASS ACTION LAWSUITS**

### ***Litigation***

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

governed by section 413 of ERISA. (A lawsuit against a Plan is considered a lawsuit against the Program of which the Plan is a part, for purposes of this SPD.)

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

1. in the case of a claim or action to recover benefits allegedly due to you under the terms of the Program or to clarify your right to future benefits under the terms of the Program, the earliest of: (a) the date the first benefit payment was actually made, (b) the date the first benefit payment was allegedly due, or (c) the date the Program first repudiated its alleged obligation to provide such benefits;
2. in the case of a claim or action to enforce an alleged right under the Program (other than a claim or action to recover benefits), the date the Program first denied your request to exercise such right; or
3. in the case of any other claim or action, the earliest date on which you knew or should have known of the material facts on which the claim or action is based, regardless of whether you were aware of the legal theory underlying the claim or action.

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

A Claim for Plan Benefits or an appeal of a complete or partial denial of a Claim for Plan Benefits, as described in the claims and appeals sections, generally falls under (1) above. Please note, however, that if you have a timely Claim pending before the Initial Claims Reviewer or a timely appeal pending before the Appeals Administrator when the Applicable Limitations Period would otherwise expire, the Applicable Limitations Period will be extended to the date that is 60 calendar days after the Appeals Administrator renders its final decision.

The Applicable Limitations Period replaces and supersedes any limitations period that ends at a later time that otherwise might be deemed applicable under any state or federal law. The Applicable Limitations Period does not extend any limitations period under state or federal law. The VPHR may, in his 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.

### ***Class Action Lawsuits***

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

If any putative class action is filed in a jurisdiction other than one of those described above, or if any non-class action filed in such a jurisdiction is subsequently amended or altered to include class action allegations, then the Program, all parties to such action that are related to the Program (such as a Program 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.

## **PRIVILEGE**

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

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

## **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.

## **NOTICES**

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.

## **FOR MORE INFORMATION**

If you have questions about Plan benefits or enrollment, contact HR Solutions at (833) 693-6947.

### ***IMPORTANT NOTE***

This booklet is the Summary Plan Description (“SPD”) for The Dow Chemical Company Group Life Insurance Program’s Company-Paid Life Insurance Plan, The Dow Chemical Company Employee-Paid and Dependent Life Insurance Program’s Employee-Paid Life Insurance Plan, and The Dow Chemical Company Employee-Paid and Dependent Life Insurance Program’s Dependent Life Insurance Plan. However, this booklet is not all-inclusive and it is not intended to take the place of the Plan Documents for the Programs. In case of any conflict between this SPD and the applicable Plan Document, the applicable Plan Document will govern.

The Dow Chemical Company reserves the right to amend, modify or terminate the Programs (including amending the Plan Documents and the SPDs) at any time in its sole discretion.

The Plan Documents are available for your review upon written request to the Plan Administrator. The SPD and the Program do not constitute a contract of employment. Your employer retains the right to terminate your employment or otherwise deal with your employment as if this SPD and the Program had never existed.

## ERISA INFORMATION

	The Dow Chemical Company Group Life Insurance Program's Company-Paid Life Insurance Plan	The Dow Chemical Company Employee-Paid and Dependent Life Insurance Program's Employee-Paid Life Insurance Plan and Dependent Life Insurance Plan
<b>Type of Plan:</b>	Life insurance	
<b>Type of Plan Administration:</b>	Insurer administration	
<b>Plan Sponsor:</b>	The Dow Chemical Company North America Benefits P.O. Box 2169 Midland, MI 48641 (833) 693-6947	
<b>Employer Identification Number:</b>	38-1285128	
<b>Plan Number:</b>	507	515
<b>Group Policy Number:</b>	11700-G	11700-G
<b>Plan Administrators:</b>	<p>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 C. Named Fiduciaries</a>.</p> <p>The address and phone number for the Plan Administrator are:</p> <p style="padding-left: 40px;">The Dow Chemical Company North America Benefits P.O. Box 2169 Midland, MI 48641 Attention: Plan Administrator for Life Insurance Plan (833) 693-6947</p> <p>The Grief Counseling services benefit is administered by LifeWorks US, Inc.</p> <p>Legal Services - Will Preparation Benefit and Estate Resolution Benefit is administered by Hyatt Legal Plans, Inc.</p>	
<b>To Serve Legal Process:</b>	<p style="text-align: center;">General Counsel The Dow Chemical Company c/o HR Legal Department Global Dow Center 2211 H.H. Dow Way Midland, MI 48674</p> <p>For disputes arising under those portions of the Plan administered by LifeWorks US, Inc., service of legal process may be made upon LifeWorks .</p> <p>For disputes arising under those portions of the Plan administered by Hyatt Legal Plans, Inc., service of legal process may be made upon Hyatt Legal Plans, Inc.</p>	

	<p align="center"><b>The Dow Chemical Company Group Life Insurance Program's Company-Paid Life Insurance Plan</b></p>	<p align="center"><b>The Dow Chemical Company Employee-Paid and Dependent Life Insurance Program's Employee-Paid Life Insurance Plan and Dependent Life Insurance Plan</b></p>
<p><b>Claims Administrator for Claims for Insurance Eligibility Determination:</b></p>	<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 Administrators for a Claim for an Eligibility Determination is listed in <a href="#">Appendix C. Named Fiduciaries</a>.</p> <p>The address and phone number for the Claims Administrator for a Claim for an Eligibility Determination are:</p> <p><i>Initial Claims Reviewer:</i></p> <p align="center">The Dow Chemical Company North America Benefits P.O. Box 2169 Midland, MI 48641 Attention: Initial Claims Reviewer for Life Insurance Plan (Eligibility Determination) (833) 693-6947</p> <p><i>Appeals Administrator:</i></p> <p align="center">The Dow Chemical Company North America Benefits P.O. Box 2169 Midland, MI 48641 Attention: Appeals Administrator for Life Insurance Plan (Eligibility Determination) (833) 693-6947</p>	
<p><b>Claims Administrator for Claims for Insurance Benefits:</b></p>	<p>Metropolitan Life Insurance Company administers claims under a group policy issued to The Dow Chemical Company:</p> <p align="center">Metropolitan Life Insurance Company Group Life Claims P.O. Box 6100 Scranton, PA 18505</p>	
<p><b>Claims Information for Grief Counseling and Legal Services:</b></p>	<p>Contact LifeWorks US, Inc. at (888)319-7819 to obtain eligibility and benefit claims information for the Grief Counseling services.</p> <p>Contact Hyatt Legal Plans, Inc. at (800) 821-6400 to obtain eligibility and benefit claims information for the Legal Services - Will Preparation Benefit and Estate Resolution Benefit.</p>	
<p><b>Plan Year:</b></p>	<p>The Plan's fiscal records are kept on a Plan Year beginning January 1 and ending December 31.</p>	

	<p align="center"><b>The Dow Chemical Company Group Life Insurance Program's Company-Paid Life Insurance Plan</b></p>	<p align="center"><b>The Dow Chemical Company Employee-Paid and Dependent Life Insurance Program's Employee-Paid Life Insurance Plan and Dependent Life Insurance Plan</b></p>
<p><b>Funding:</b></p>	<p>Dow pays the entire premium for Plan coverage. Benefits are funded through a group insurance contract with MetLife. Plan expenses (such as consulting fees, actuarial fees, attorneys' fees, third party administrator fees and other administrative expenses) may be paid by the Participating Employers or from the assets of the Plan, if any.</p>	<p>Employees pay the premiums for Plan coverage. Benefits are funded through a group insurance contract with MetLife. Plan expenses (such as consulting fees, actuarial fees, attorneys' fees, third party administrator fees and other administrative expenses) may be paid by the Participating Employers or from the assets of the Plan, if any.</p>
	<p>Grief Counseling services are provided through an agreement between MetLife and LifeWorks US, Inc. The services LifeWorks provides are separate and apart from the insurance policy underwritten by MetLife. No contribution is required for Grief Counseling services.</p> <p>The Legal Services - Will Preparation Benefit and Estate Resolution Benefit are provided by Hyatt Legal Plans, Inc. through an agreement between MetLife and Hyatt Legal Plans, Inc. No contribution is required for the Legal Services.</p>	

## **APPENDIX A. CLAIMS PROCEDURES**

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

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

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

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

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

*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 C. Named Fiduciaries](#).

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

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

The Claims Administrators have full, complete, and final discretion to interpret the provisions of the Plan Documents and to make findings of fact in order to carry out their respective decision-making responsibilities. However, the Claims Administrators’ determinations are subject to the interpretations of the Plan Documents made by the Plan Administrator. Interpretations and Claims decisions by the Claims Administrators are final and binding on Participants (except to the extent the Initial Claims Reviewer is subject to review by the Appeals Administrator). You may file a civil action against the 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 [Litigation and Class Action Lawsuits](#), in Chapter Four of this SPD, 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.

## **HOW TO FILE A CLAIM FOR LIFE INSURANCE BENEFITS**

For Claims for Plan Benefits, the claimant must call HR Solutions at (833) 693-6947 to report the death. (Retirees should call the Dow Retiree Service Center at (800) 344-0661 to report the death.) Dow will contact MetLife on your behalf and the beneficiary(ies) will receive the appropriate Claimant Statement forms and instructions directly from MetLife. In addition, a death certificate that states the cause of death is required. A copy of the certified death certificate is allowed, unless otherwise requested. If you need help completing the MetLife Claimant Statement, you may request assistance from MetLife Group Claims at (800) 638-6420, during the hours of 8:00 AM-5:00 PM Monday through Friday.

Once you have completed the MetLife Claimant Statement, you can mail it along with the certified death certificate to:

Metropolitan Life Insurance Company  
Group Life Claims  
P.O. Box 6100  
Scranton, PA 18505-6100

Or, the claimant may complete and submit the Claim electronically. Submitting the Claim electronically will expedite the process; allow the beneficiary to upload requested supporting documentation, such as a death certificate or power of attorney; and enable the beneficiary to track the status of the Claim online. If the Claim is submitted electronically, a copy of the certified death certificate is acceptable.

## **HOW TO FILE A CLAIM FOR AN ELIGIBILITY DETERMINATION**

For Claims for an Eligibility Determination, the Claim must be in writing and contain the following information:

- The name of the Employee (or former Employee), and the name of the person (Employee, Spouse/Domestic Partner, Dependent child, as applicable) for whom the eligibility determination is being requested
- The name of the Plan for which the eligibility determination is being requested
- If the eligibility determination is being requested for the Employee's dependent:
  - a description of the relationship of the dependent to the Employee (e.g., Spouse/Domestic Partner, Dependent child, etc.)
  - documentation of such relationship (e.g., marriage certificate/statement of Domestic Partnership, birth certificate, etc.)

Claims for an Eligibility Determination must be filed with:

The Dow Chemical Company  
North America Benefits  
P.O. Box 2169  
Midland, MI 48641  
Attention: Initial Claims Reviewer for Life Insurance Plan (Eligibility Determination)

## **INITIAL DETERMINATIONS**

If you submit a Claim for Plan Benefits, you must do so as soon as reasonably possible, but not later than twelve months, after the date of death. If you submit a Claim for an Eligibility Determination, you must do so before the end of the year in which you seek enrollment or for which you claim that you were charged an incorrect premium. 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 applicable 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 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 (described below).

### **APPEALING THE INITIAL DETERMINATION**

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

- the name of the Employee;
- the name of Dependent or beneficiary, if the Dependent or beneficiary is the person who is appealing the Administrator's decision;
- the name of the Plan (*i.e.*, the Company-Paid Life Insurance Plan, the Employee-Paid Life Insurance Plan, or the Dependent Life Insurance Plan);
- reference to the Initial Determination; and
- an explanation of the reason why you are appealing the Initial Determination.

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

The Dow Chemical Company  
North America Benefits  
P.O. Box 2169  
Midland, MI 48641  
Attention: Appeals Administrator for Life Insurance Plan (Appeal of an Eligibility Determination)

Appeals of Claims for Plan Benefit should be sent to:

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

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

After the Appeals Administrator receives your written request to appeal the initial determination, the Appeals Administrator will review your Claim. Deference will not be given to the initial adverse decision,

and the Appeals Administrator will look at the Claim anew. The Appeals Administrator will notify you in writing of its final decision. Such notification will be provided within a reasonable period, not to exceed 60 days of the written request for appellate review; except that under special circumstances, the Appeals Administrator may have up to an additional 60 days to provide written notification of the final decision. If the Appeals Administrator needs such an extension, it will notify you prior to the expiration of the initial 60-day period, state the reason why such an extension is needed, and state when it will make its determination. If an extension is needed because the Appeals Administrator determines that it does not have sufficient information to make a decision on the Claim, it will describe any additional material or information necessary to submit to the Appeals Administrator, and provide you with the deadline for submitting such information.

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

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

## **APPENDIX B. DEFINITIONS**

Additional terms are defined in the Plan Documents.

**“Actively at Work”** or **“Active Work”** means that you are performing all of the usual and customary duties of your job with the Participating Employer on a Full Time or Less-Than Full Time basis. This must be done at:

- the Participating Employer’s place of business; or;
- an alternate place approved by the Participating Employer; or
- a place to which the Participating Employer’s business requires you to travel.

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

**“Administrator”** means either the Plan Administrator or the Claims Administrator.

**“Appeals Administrator”** means, with respect to reviewing an adverse Claim for Benefits, MetLife. 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 C. Named Fiduciaries](#).

**“Bargained-for Employee”** means an Employee who is represented by a collective bargaining unit that is recognized by the Participating Employer. “Bargained-for Employee” and “Hourly Employee” have the same meaning.

**“Claim”** means a written request by a claimant for a Plan benefit or for 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 participate in the Plan 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.

**“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 Life Plan”** means the Dow Corning Life and ADD Insurance Plan (ERISA Plan #503), 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”** means the Dow Corning Long Term Disability Plan (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.

**“Dependent”** means a Spouse or Domestic Partner or a Dependent child eligible for coverage under the Dependent Life Insurance Plan.

**“Domestic Partner”** means a person who is a member of a Domestic Partnership. A “Domestic Partnership” means, for all determinations made on or after January 1, 2019, a relationship between two

people that meets all of the requirements of paragraph A, or the requirements of paragraph B, below. In addition, both people must sign a statement, acceptable to the Plan Administrator, certifying that the requirements of paragraph A or paragraph B, as applicable, have been met; the statement must be provided to the Plan Administrator; and there must have been no change in circumstances that would render such statement invalid as of the determination date.

A. Facts and Circumstances Test

1. The two people live together on the determination date;
2. The two people are not Married to other persons;
3. The two people are each other's sole Domestic Partner in a committed relationship similar to a legal Marriage and with the intent to remain in the relationship indefinitely;
4. Both people are legally competent and able to enter into a contract;
5. The two people are not related to each other in a way which would prohibit legal Marriage;
6. In entering the relationship with each other, neither of the two people is acting fraudulently or under duress; and
7. The two people have been and are financially interdependent with each other and have submitted proof acceptable to the Plan Administrator of such financial interdependence.

B. Civil Union Test

Evidence satisfactory to the Plan Administrator is provided that the two people are registered as domestic partners or partners in a civil union in a state or municipality or country that legally recognizes such domestic partnerships or civil unions.

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

**"Dow"** means a Participating Employer or collectively, Participating Employers, as determined by the context of the sentence in which it is used.

**"Dow LTD Program"** means either The Dow Chemical Company Long Term Disability Insurance Program (Applicable to Those Who Were Fully Disabled Prior to January 1, 2008) (including the Dow AgroSciences Long Term Disability Insurance Program) or The Dow Chemical Company Long Term Disability Insurance Program (Applicable to Those Who Are Actively at Work on or After January 1, 2008).

**"Employee"** with respect to a Plan means a person who:

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

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

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

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

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

“**Full-Time**” Employee means an Employee who has been classified by a Participating Employer as having full-time status.

“**Hourly Employee**” means an Employee who is represented by a collective bargaining unit that is recognized by the Company or Participating Employer. “Bargained-for Employee” and “Hourly Employee” have the same meaning.

“**Initial Claims Reviewer**” means, with respect to deciding Claims for Plan Benefits, MetLife. The Initial Claims Reviewer with respect to deciding a 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 Initial Claims Reviewer for Claims for an Eligibility Determination is listed in [Appendix C. 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”.

“**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.

“**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.

“**MetLife**” means Metropolitan Life Insurance Company.

**“Participating Employer”** means the Company or one of its subsidiaries or affiliates that the Company authorizes to participate in the applicable Program. Notwithstanding anything to the contrary, a “Participating Employer” is only a “Participating Employer” while it is a member of the Company’s controlled group of corporations within the meaning of section 414(b) or section 414(c) of the Code. If the entity ceases to be a member of the Company’s controlled group of corporations, then the entity ceases to be a “Participating Employer” on the date it is no longer a member of the controlled group of corporations.

**“Plan”** means the Company-Paid Life Insurance Plan, the Employee-Paid Life Insurance Plan, or the Dependent Life Insurance Plan, as applicable. The Company-Paid Life Insurance Plan (for Salaried and Certain Bargained for Employees) is a component of The Dow Chemical Company Group Life Insurance Program (ERISA Plan #507). The Employee-Paid Life Insurance Plan and the Dependent Life Insurance Plan are components of The Dow Chemical Company Employee-Paid and Dependent Life Insurance Program (ERISA Plan #515).

**“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 C. Named Fiduciaries](#).

**“Plan Document”** means the legal instrument under which The Dow Chemical Company Group Life Insurance Program or The Dow Chemical Company Employee-Paid and Dependent Life Insurance Program, as applicable, is operated. The insurance policy through which Plan benefits are funded and the summary plan descriptions for the Plans offered under these Programs, including this SPD, are part of the Plan Documents for the Programs.

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

**“Program”** means either The Dow Chemical Company Group Life Insurance Program (ERISA Plan #507) or The Dow Chemical Company Employee-Paid and Dependent Life Insurance Program (ERISA Plan #515), whichever the case may be.

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

**“Retire” or “Retirement”** means when an active Employee who meets the definition of a “Retiree” terminates employment with a Participating Employer.

**“Retiree”** means one of the following:

- An Employee who (1) is age 50 or older with 10 or more years of Service when his or her employment terminated with a Participating Employer, (2) is eligible to receive a pension under the Dow Employees’ Pension Plan, and (3) was a Participant in the Program on the day preceding Retirement.
- An Employee who is receiving, or has received, a benefit under the 1993 Special Separation Payment Plan and who is 50 or older at the time he or she leaves active employment with Dow, regardless of years of Service.
- An Employee who (1) is age 50 or older with 10 or more years of Service when his or her employment terminated with a Participating Employer, (2) terminated employment with Union Carbide Corporation or a subsidiary of Union Carbide Corporation that is a Participating Employer on or after February 6, 2003, (3) is eligible to receive a pension under the terms of the Union Carbide Employees’ Pension Plan, and (4) was a Participant in the Program on the day preceding termination of employment with the Participating Employer.
- An Employee who (1) was enrolled in The Dow Chemical Company Executive Split Dollar Life Insurance Plan, (2) terminated employment with Dow Chemical Canada Inc. on or after October 1, 2003, at age 50 or older with 10 or more years of Service, (3) is eligible to receive a pension from the pension plan sponsored by Dow Chemical Canada Inc., and (3) signed a waiver

of all his or her rights under The Dow Chemical Company Executive Split Dollar Life Insurance Agreement between himself or herself and The Dow Chemical Company.

- An Employee who was divested to Olin Corporation on October 5, 2015, and was within six calendar months of becoming eligible for coverage under The Dow Chemical Company Retiree Company-Paid Life Insurance Plan on that date.
- On and after January 1, 2017, a former Employee of Dow Silicones Corporation (Dow Corning Corporation prior to February 1, 2018) who was a participant in the DCC Life Plan on December 31, 2016 as (1) a member of the “closed group of grandfathered retirees who retired prior to 1993” or (2) an “other eligible retired employee” who retired on or before December 31, 2016. For this purpose, “closed group of grandfathered retirees who retired prior to 1993” and “other eligible retired employee” shall have the meanings given to those terms under the DCC Life Plan.
- On and after January 1, 2017, an Employee who (1) was hired by Dow Silicones Corporation (Dow Corning Corporation prior to February 1, 2018) before January 1, 2006, (2) terminated employment with a Participating Employer after December 31, 2016, and (3) satisfies the requirements of the first bullet point above.

**“Rohm and Haas Company”** means the “participating employer” as defined under the Rohm and Haas Company Health and Welfare Plan.

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

**“Service”** with respect to an Employee or a Retiree who is eligible to receive a pension from the Dow Employees’ Pension Plan, means either “Eligibility Service” or “Credited Service” recognized under the Dow Employees’ Pension Plan, whichever is greater. With respect to an Employee or a Retiree who is eligible to receive a pension from the Union Carbide Employees’ Pension Plan, “Service” means “Eligibility Service” or “Credited Service” recognized under the Union Carbide Employees’ Pension Plan, whichever is greater. For Employees of the Dow Mid-Michigan Business Process Service Center (“BPSC”) and Business Services, LLC, “Service” is “Eligibility Service” as defined in the Dow Employees’ Pension Plan determined as if the Dow Employees’ Pension Plan recognized service for BPSC or Business Services, LLC. For purposes of the last bullet of the definition of Retiree and for purposes of satisfying the eligibility requirements for Company-Paid Life Insurance or Employee-Paid Life Insurance for certain disabled persons, Service shall include (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. Refer to the Plan Document for the applicable Program for details.

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

**“SPD” (or “Summary Plan Description”)** means the summary plan description for the Plans, including its appendices. The SPDs for the applicable component plans are part of the Plan Documents for The Dow Chemical Company Group Life Insurance Program and The Dow Chemical Company Employee-Paid and Dependent Life Insurance Program.

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

**APPENDIX C.  
NAMED FIDUCIARIES AS OF OCTOBER 1, 2019**

The Named Fiduciaries are designated by the Plan Sponsor in accordance with the Plan Document. This Appendix C includes the Named Fiduciaries as of October 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 [www.dowbenefits.com](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	Kim Gora	January 1, 2019
Initial Claims Reviewer for Claims for an Eligibility Determination	Benefits Representative	Tammie Hunt	January 1, 2019
Initial Claims Reviewer for Claims for an Eligibility Determination	Associate HR Specialist	Emily Small	October 1, 2019
Initial Claims Reviewer for Claims for an Eligibility Determination	Associate HR Specialist	Matthew Salim	October 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