

# **The Dow Chemical Company**

EXTRATERRITORIAL LEGISLATION

**EFFECTIVE DATE: January 1, 2022**

ETALLD22A  
3172232

This document printed in October, 2021 takes the place of any documents previously issued to you which described your benefits.

Printed in U.S.A.



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**CIGNA HEALTH AND LIFE INSURANCE COMPANY**, a Cigna company (hereinafter called Cigna)

**CERTIFICATE RIDER**

Policyholder: The Dow Chemical Company  
Rider Eligibility: Each Employee as noted within this certificate rider  
Policy No. or Nos.: 3172232  
Effective Date: January 1, 2022

This rider forms a part of the certificate issued to you by Cigna describing the benefits provided under the policy(ies) specified above. This rider replaces any other issued to you previously.

**IMPORTANT INFORMATION**

**For Residents of States other than the State of Michigan:**

State-specific riders contain provisions that may add to or change your certificate provisions.

The provisions identified in your state-specific rider, attached, are ONLY applicable to Employees residing in that state. The state for which the rider is applicable is identified at the beginning of each state specific rider in the "Rider Eligibility" section.

Additionally, the provisions identified in each state-specific rider only apply to:

- (a) Benefit plans made available to you and/or your Dependents by your Employer;
- (b) Benefit plans for which you and/or your Dependents are eligible;
- (c) Benefit plans which you have elected for you and/or your Dependents;
- (d) Benefit plans which are currently effective for you and/or your Dependents.

Please refer to the Table of Contents for the state-specific rider that is applicable for your residence state.

  
*Anna Krishtul, Corporate Secretary*

HC-ETDRD



**CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)**

**CERTIFICATE RIDER – Arkansas Residents**

Rider Eligibility: Each Employee who is located in Arkansas

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Arkansas for group insurance plans covering insureds located in Arkansas. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETARRDR

**Eligibility - Effective Date**

**Dependent Insurance**

**Exception for Newborns**

Any Dependent child born while you are insured will become insured on the date of his birth if you elect Dependent Insurance no later than 90 days after his birth. If you do not elect to insure your newborn child within such 90 days, coverage for that child will end on the 90th day. No benefits for expenses incurred beyond the 90th day will be payable.

HC-ELG34

04-10  
V1-ET

**Definitions**

**Dependent**

The term child means a child born to you or a child legally adopted by you from the date you file a petition for adoption.

HC-DFS329

04-10  
V1-ET

**CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)**

**CERTIFICATE RIDER – District of Columbia Residents**

Rider Eligibility: Each Employee who is located in District of Columbia

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of District of Columbia group insurance plans covering insureds located in District of Columbia. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETDCRDR

**Definitions**

**Dependent**

The term child means a child born to you or a child legally adopted by you. It also includes a stepchild or a child for whom you are the legal guardian. If your Domestic Partner has a child who lives with you, that child will also be included as a Dependent. A child also includes a minor grandchild, niece or nephew for whom you provide food, clothing and shelter on a regular and continuous basis when the District of Columbia schools are in regular session, provided such child's legal guardian, if not you, is not covered by an accident or Sickness policy.

HC-DFS126

04-10  
V7 ET



**CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)**

**CERTIFICATE RIDER – Indiana Residents**

Rider Eligibility: Each Employee who is located in Indiana

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Indiana group insurance plans covering insureds located in Indiana. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETINRDR

**Notice to Policyholders Regarding Filing Complaints with the Department of Insurance**

Questions regarding your policy or coverage should be directed to:

**Cigna Health and Life Insurance Company  
1-800-Cigna24**

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

State of Indiana Department of Insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, Indiana 46204  
Consumer Hotline: (800) 622-4461; (317) 232-2395  
Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi).

HC-IMP61

04-10  
V1

**Definitions**

**Dependent**

The term child means a legally adopted child including: a child who has been placed with you for adoption provided the child is not removed from placement prior to legal adoption or a child for whom entry of an order granting custody to you has been made.

HC-DFS283

04-10  
V2-ET

**CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)**

**CERTIFICATE RIDER – Louisiana Residents**

Rider Eligibility: Each Employee who is located in Louisiana

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Louisiana group insurance plans covering insureds located in Louisiana. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETLARDR

**Eligibility - Effective Date**

**Choice of Participating Dental Facility**

**NOTE:** For members receiving services from LA Providers: The CDH managed dental care network has been carefully selected for your convenience. Under Louisiana law, you may choose to go to a non-plan LA dentist. If you want to make this choice and there is another dental plan for you to select, it is recommended that you select that plan and benefits. If you choose the in-network plan you can still go to a non-plan dentist. However, the non-plan dentist is not under contract with CDH and does not have to charge you in accordance with the CDH Patient Charge Schedule. Therefore, you will have to

pay the dentist's usual and customary fees for any procedures performed, minus a minimal payment from CDH representing the amount we would have paid to a dentist under contract with us. Please call CDH Member Services at 1-800-Cigna24 for further explanation and arrangement for payment.

HC-ELG37

04-10  
VI-ET

## Termination of Insurance

### Continuation of Dental Insurance during Active Military Duty

If your coverage would otherwise cease because you are a Reservist in the United States Armed Forces and are called to active duty, the insurance for you and your Dependents will be continued during your active duty only if you elect it in writing, and will continue until the earliest of the following dates:

- 90 days from the date your military service ends;
- the last day for which you made any required contribution for the insurance; or
- the date the group policy cancels.

### Reinstatement of Dental Insurance

If your coverage ceases because you are a Reservist in the United States Armed Forces and are called to active duty, the insurance for you and your Dependents will be automatically reinstated after your deactivation, provided that you return to Active Service within 90 days.

Such reinstatement will be without the application of: a new waiting period, or a new Pre-existing Condition Limitation. A new Pre-existing Condition Limitation will not be applied to any condition that you or your Dependent developed while coverage was interrupted. The remainder of a Pre-existing Condition Limitation which existed prior to interruption of coverage may still be applied.

HC-TRM71

04-10  
VI-ET

## Definitions

Dependents include:

- any unmarried child of yours who is
  - less than 21 years old.
  - 21 years but less than 24 years old, unmarried, enrolled in school as a full-time student and primarily supported by you.

- 21 or more years old and primarily supported by you and incapable of self-sustaining employment by reason of mental or physical disability. Proof of the child's condition and dependence must be submitted to Cigna within 31 days after the date the child ceases to qualify above. From time to time, but not more frequently than once a year, Cigna may require proof of the continuation of such condition and dependence. For full-time students under the age of 24 who develop a mental or nervous condition, problem or disorder which, in the opinion of a qualified psychiatrist prevents them from attending school as a full-time student, and from holding self-sustaining employment, coverage will be continued to age 24.

A child includes:

- any grandchild of yours provided such child is under 21 years of age, or in the case of full-time students, under 24 years of age, and is in your legal custody and resides with you;
- any grandchild of yours who is in your legal custody and resides with you, and is incapable of self-sustaining employment by reason of mental or physical handicap which existed prior to the child's 21<sup>st</sup> birthday.

HC-DFS340

04-10  
VI-ET

## CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

### CERTIFICATE RIDER – Minnesota Residents

Rider Eligibility: Each Employee who is located in Minnesota

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Minnesota group insurance plans covering insureds located in Minnesota. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETMNRDR

## Termination Of Insurance

### Employees and Dependents

#### Special Continuation of Dental Insurance

If your Dental Insurance would otherwise cease because of a reduction in the number of hours you work or your termination of employment for any reason other than gross misconduct, you may continue the insurance by paying the required premium to the Employer. The insurance may be continued until the earliest of:

- 18 months from the date your Active Service ends;
- the last day for which you have paid the required premium;
- the date you become eligible for insurance under another group policy for dental benefits, including Medicare, unless you have a pre-existing condition for which the new policy limits coverage, in which case coverage under this Plan will continue until the pre-existing condition limitation has been satisfied, unless coverage under this Plan otherwise ends in accordance with this section;
- the date the policy cancels.

The Employer will notify you of your right to elect such continuation.

You must elect to continue insurance within 60 days of the later of:

- the date notice of the right to continue insurance is received; or
- the date the insurance would otherwise cease.

If your insurance is being continued, as outlined above, the insurance for any of your Dependents insured on the date your insurance would otherwise cease may be continued, subject to the above provisions. The insurance will continue until the earlier of:

- the date your insurance ceases; or
- with respect to any one Dependent, the date that Dependent no longer qualifies as a Dependent.

When this Special Provision ceases, the provisions of the "Dental Conversion Privilege" section will apply for your Dependents.

#### For Dependents of Deceased Employee

If you die while insured for your Dependents, the insurance for your Dependents will be continued in accordance with the "Dependent Dental Insurance After Your Death" provision.

However, if the Dependents elect to continue the insurance beyond the last day of the "Dependent Dental Insurance After Your Death" provision, they must notify the Employer within 90 days of your death and pay the required premium. Such continued insurance will cease on the earliest date below:

- the date coverage ends due to the Dependents' failure to make payment of the required premium;
- the date the insurance for your Dependents would have ceased if you had not died;
- the date the Dependent ceases to qualify as a Dependent, except as provided in the "Continuation for Dependent Children" provision;
- the date the Dependent becomes insured under another group health plan, including Medicare, except as provided in the "Continuation for Dependent Children" provision;
- the date the policy cancels.

#### Dependent Insurance After Divorce or Legal Separation

The Dental Expense Insurance for:

- your insured spouse; and
- any insured child who would cease to qualify as your Dependent as a result of your divorce or legal separation;
- may be continued, with premium payment, if you are required by decree to provide continued Dental Expense Insurance for them. However, the insurance on those Dependents will cease on the earliest date below:
  - the date coverage ends due to your failure to make payment of the required premium;
  - the date your insurance ceases;
  - the date your Dependent ceases to qualify as a Dependent, other than due to the spouse's remarriage;
  - the date Dependent Insurance is canceled.

To have Dependent Dental Insurance continued, you must notify the Employer of the decree and pay any required contribution to the Employer within 30 days after the Dependent Dental Insurance would otherwise cease.

If you die, any other terms which continue Dependent Dental Insurance after your death will apply.

The Continuation for Dependent Children provision and Dental Conversion Privilege will be available when this Dependent Dental Insurance ceases.

#### Reinstatement of Insurance

If your coverage ceases because of active duty in: the armed forces of the United States, or the National Guard, the insurance for you and your Dependents will be reinstated after your deactivation, provided that:

- you apply for such reinstatement within 90 days after deactivation; and





- you are otherwise eligible.

Such reinstatement will be without the application of a new waiting period.

HC-TRM86

04-10  
VI-ET

## **CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)**

### **CERTIFICATE RIDER – South Carolina Residents**

Rider Eligibility: Each Employee who is located in South Carolina

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of South Carolina group insurance plans covering insureds located in South Carolina. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETSCRDR

## **Eligibility - Effective Date**

### **Employee Insurance**

#### **Late Entrant - Employee**

You are a Late Entrant if:

- you elect the insurance more than 31 days after you become eligible; or
- you again elect it after you cancel your payroll deduction (if required).

## **Dependent Insurance**

### **Late Entrant – Dependent**

You are a Late Entrant for Dependent Insurance if:

- you elect that insurance more than 31 days after you become eligible for it; or
- you again elect it after you cancel your payroll deduction (if required).

HC-ELG46

04-10  
VI-ET

## **Definitions**

### **Dependent**

The term child means a child born to you, a child legally adopted by you or an adopted child of whom you have custody according to the decree of the court provided you have paid premiums. Adoption proceedings must be instituted by you, and completed within 31 days after the child's birth date, and a decree of adoption must be entered within one year from the start of proceedings, unless extended by court order due to the child's special needs. It also includes a stepchild who lives with you.

HC-DFS389

04-10  
VI-ET

## **CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)**

### **CERTIFICATE RIDER – Utah Residents**

Rider Eligibility: Each Employee who is located in Utah

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Utah group insurance plans covering insureds located in Utah. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETUTRDR

### NOTICE TO POLICYHOLDERS

Insurance companies licensed to sell life insurance, health insurance, or annuities in the State of Utah are required by law to be members of an organization called the Utah Life and Health Insurance Guaranty Association ("ULHIGA"). If an insurance company that is licensed to sell insurance in Utah becomes insolvent (bankrupt), and is unable to pay claims to its policyholders, the law requires ULHIGA to pay some of the insurance company's claims. The purpose of this notice is to briefly describe some of the benefits and limitations provided to Utah insureds by ULHIGA.

### PEOPLE ENTITLED TO COVERAGE

You must be a Utah resident.

You must have insurance coverage under an individual or group policy.

### POLICIES COVERED

ULHIGA provides coverage for certain life, health and annuity insurance policies.

### EXCLUSIONS AND LIMITATIONS

Several kinds of insurance policies are specifically excluded from coverage. There are also a number of limitations to coverage. The following are not covered by ULHIGA:

- Coverage through an HMO.
- Coverage by insurance companies not licensed in Utah.
- Self-funded and self-insured coverage provided by an employer that is only administered by an insurance company.
- Policies protected by another state's guaranty association.
- Policies where the insurance company does not guarantee the benefits.
- Policies where the policyholder bears the risk under the policy.
- Re-insurance contracts.
- Annuity policies that are not issued to and owned by an individual, unless the annuity policy is issued to a pension benefit plan that is covered.
- Policies issued to pension benefits plans protected by the Federal Pension Benefit Guaranty Corporation.

- Policies issued to entities that are not members of ULHIGA, including health plans, fraternal benefits societies, state pooling plans and mutual assessment companies.

### LIMITS ON AMOUNT OF COVERAGE

Caps are placed on the amount ULHIGA will pay. These caps apply even if you are insured by more than one policy issued by the insolvent company. The maximum ULHIGA will pay is the amount of your coverage or \$500,000 - whichever is lower. Other caps also apply:

\$200,000 in net cash surrender values.

\$500,000 in life insurance death benefits (including cash surrender values).

\$500,000 in health insurance benefits.

\$200,000 in annuity benefits - if the annuity is issued to and owned by an individual or the annuity is issued to a pension plan covering government employees.

\$5,000,000 in annuity benefits to the contract holder of annuities issued to pension plans covered by the law. (Other limitations apply).

Interest rates on some policies may be adjusted downward.

### DISCLAIMER

#### PLEASE READ CAREFULLY:

**COVERAGE FROM ULHIGA MAY BE UNAVAILABLE UNDER THIS POLICY. OR, IF AVAILABLE, IT MAY BE SUBJECT TO SUBSTANTIAL LIMITATIONS OR EXCLUSIONS. THE DESCRIPTION OF COVERAGES CONTAINED IN THIS DOCUMENT IS AN OVERVIEW. IT IS NOT A COMPLETE DESCRIPTION. YOU CANNOT RELY ON THIS DOCUMENT AS A DESCRIPTION OF COVERAGE. FOR A COMPLETE DESCRIPTION OF COVERAGE, CONSULT THE UTAH CODE, TITLE 31A, CHAPTER 28.**

**COVERAGE IS CONDITIONED ON CONTINUED RESIDENCY IN THE STATE OF UTAH.**

**THE PROTECTION THAT MAY BE PROVIDED BY ULHIGA IS NOT A SUBSTITUTE FOR CONSUMER CARE IN SELECTING AN INSURANCE COMPANY THAT IS WELL MANAGED AND FINANCIALLY STABLE. INSURANCE COMPANIES AND INSURANCE AGENTS ARE REQUIRED BY LAW TO GIVE YOU THIS NOTICE. THE LAW DOES, HOWEVER, PROHIBIT THEM FROM USING THE EXISTENCE OF ULHIGA AS AN INDUCEMENT TO SELL YOU INSURANCE.**



**THE ADDRESS OF ULHIGA, AND THE INSURANCE DEPARTMENT ARE PROVIDED BELOW:**

Utah Life and Health Insurance Guaranty Association, 955 E. Pioneer Rd., Draper, Utah 84020.

Utah Insurance Department, State Office Building, Room 3110, Salt Lake City, Utah 84114.

HC-IMP72

04-10

HC-ETWARDR

VI

**Definitions**

**Dependent**

The term child means a child born to you, a child who is entitled to dependent coverage by a court or administrative order, or a child legally adopted by you, including that child from the date of placement for adoption. Coverage for an adopted child will begin from:

- the moment of birth, if adoption occurs within 30 days of the child's birth; or
- the date of placement, if placement for adoption occurs 30 days or more after the child's birth.

This coverage requirement ends if the child is removed from placement prior to the child being legally adopted.

"Placement For Adoption" means the assumption and retention by a person of a legal obligation for total or partial support of a child in anticipation of the adoption of the child.

HC-DFS820

01-16

VI-ET1

**CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)**

**CERTIFICATE RIDER – Washington Residents**

Rider Eligibility: Each Employee who is located in Washington

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Washington group insurance plans covering insureds located in Washington. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

**Notice - Cigna Dental Care**

Coordination of Benefits Included – See Table of Contents for Location of Coordination of Benefits Section. Your Benefits may be affected by other Insurance.

HC-CER16

V6

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**Important Notices - Cigna Dental Care**

**Notice regarding Coordination of Benefits**

If you are covered by more than one health benefit plan, and you do not know which is your primary plan, you or your provider should contact any one of the health plans to verify which plan is primary. The health plan you contact is responsible for working with the other plan to determine which is primary and will let you know within thirty calendar days.

CAUTION: All health plans have timely claim filing requirements. If you or your provider fail to submit your claim to a secondary health plan within that plan's claim filing time limit, the plan can deny the claim. If you experience delays in the processing of your claim by the primary health plan, you or your provider will need to submit your claim to the secondary health plan within its claim filing time limit to prevent a denial of the claim.

To avoid delays in claims processing, if you are covered by more than one plan you should promptly report to your providers and plans any changes in your coverage.

HC-IMP258

01-19

VI-ET

**Eligibility – Effective Date**

**Dependent Insurance**

**Dental Insurance – Newborn, Adopted Children**

Any Dependent child born while you are insured will become insured on the date of his birth if you elect Dependent

Insurance no later than 31 days after his birth. If payment of an additional premium is required to provide coverage for a child, to continue coverage beyond 31 days, you must elect Dependent Insurance for your newborn child within the 60 day enrollment period which begins on the first day of birth. If Dependent Insurance is not elected within the 60 day enrollment period, you may be required to wait until the next plan enrollment period to enroll the child for coverage under the plan. Coverage shall include, but not be limited to, coverage for congenital anomalies of such infant children from the moment of birth.

Adoptive children are covered from the date the obligation for total or partial support begins. Waiting periods do not apply to these categories of Dependents.

HC-ELG281

01-20  
VI-ET

## Dental Benefits – Cigna Dental Care

### Services Not Covered Under Your Dental Plan

Listed below are the services or expenses which are NOT covered under your Dental Plan and which are your responsibility at the dentist's Usual Fees. There is no coverage for:

- general anesthesia, sedation and nitrous oxide, unless specifically listed on your Patient Charge Schedule. When listed on your Patient Charge Schedule, general anesthesia and IV Sedation are covered when medically necessary and provided in conjunction with Covered Services performed by an Oral Surgeon or Periodontist. There is no coverage for general anesthesia or intravenous sedation when used for the purposes of anxiety control or patient management. However, general anesthesia is covered when medically necessary and authorized by your physician because the covered person is under the age of 7 or physically or developmentally disabled.
- services for or in connection with experimental procedures or treatment methods. In determining whether services are experimental, Cigna in consultation with our dental consultant, will consider if such services: are approved by the American Dental Association or the appropriate dental specialty society; are in general use in the medical/dental field in the state of Washington; are under continued scientific testing and research; have shown a demonstrable benefit for a particular dental condition or disease; and are proven to be safe and effective.

HC-DEN285

01-20  
VI-ET

## Definitions

### Dependent

Dependents include:

- your Domestic Partner; and
- any child of yours who is
  - less than 26 years old.
  - 26 or more years old and primarily supported by you and incapable of self-sustaining employment by reason of mental or physical disability.

Proof of the child's condition and dependence may be required to be submitted to Cigna within 31 days after the date the child ceases to qualify above. Cigna may require proof not more frequently than annually after the two year period following the child's attainment of the limiting age.

The term child means a child born to you or a child legally adopted by you from the date you file a petition for adoption. If your Domestic Partner has a child, that child will also be included as a Dependent.

HC-DFS1399

01-20  
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### Domestic Partner

A Domestic Partner is defined as a person who has a valid domestic partner registration in Washington.

HC-DFS1371

01-19  
V2-ET