

Summary Plan Description for:

The Dow Chemical Company
Retirement Health Care Assistance Plan
(RHCAP)

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Effective January 1, 2014 and thereafter until superseded

This Summary Plan Description (SPD) is updated from time to time.
An updated version supersedes all prior versions of this SPD.

Copies of updated SPDs (including this SPD) can be found on the Dow Intranet; by requesting a copy from the Human Resources (HR) Service Center, Employee Development Center, Midland, MI 48674, telephone 877-623-8079 or the Dow Retiree Service Center at 800-344-0661, or at the Dow Friends website (www.dowfriends.com). Summaries of modifications may also be published from time to time.

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

WHEREAS, The Dow Chemical Company (“Dow”) sponsors The Dow Chemical Company Retirement Health Care Assistance Plan (the “Plan”);

WHEREAS, Dow reserves the right, by action of the undersigned, to amend or modify the Plan including, without limitation, the Summary Plan Description for the Plan, in accordance with Article VII of the plan document for the Program; and


WHEREAS, Dow wishes to adopt a revised Summary Plan Description for the Plan.


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


Summary Plan Description for The Dow Chemical Company Retirement Health Care Assistance Plan (RHCAP) Amended and Restated Effective January 1, 2014 and thereafter until superseded

RESOLVED, FURTHER, that all prior versions of the foregoing Summary Plan Description for the Plan are superseded.

* * * *

By: 
Bryan Jendretzke
Global Benefits Director
The Dow Chemical Company

Reviewed by Plan Administrator:

Diane Dittenhafer

Reviewed by Legal Department:

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Dated: October 31, 2014

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INTRODUCTION

This is the Summary Plan Description (SPD) for the Dow Chemical Company Retirement Health Care Assistance Plan (the “RHCAP” or the “Plan”).

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

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

The Dow Chemical Company reserves the right to amend, modify or terminate the RHCAP at any time in its sole discretion (including to discontinue the Company match).

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

Capitalized words in this SPD are defined either in the Plan Document, or in the [Definitions Appendix](#). 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.

SECTION 1. ERISA INFORMATION

Plan Type:	The Plan is a welfare plan that provides benefits such as medical reimbursement, severance benefits, and death benefits.
Type of Plan Administration:	Contract administration with respect to medical reimbursement and self-administered with respect to severance benefits and death benefits.
Plan Sponsor:	The Dow Chemical Company Employee Development Center Midland, MI 48674 877-623-8079
Employer Identification Number:	38-1285128
Plan Number:	540
Plan Administrator:	North America Health and Welfare Plans Leader The Dow Chemical Company Employee Development Center Midland, MI 48674 877-623-8079
To Serve Legal Process:	General Counsel The Dow Chemical Company c/o HR Legal Department 2030 Dow Center Midland, MI 48674
Claims Administrator for Claims for Eligibility Determination:	<p><i>To Submit a Claim for an Eligibility Determination</i></p> <p>North America Health and Welfare Plans Leader The Dow Chemical Company Employee Development Center Midland, MI 48674 Attention: Initial Claims Reviewer for RHCAP (Eligibility Determination)</p> <p><i>To appeal a denied Claim for an Eligibility Determination:</i></p> <p>Associate Director of North America Benefits/ Global Benefits Director The Dow Chemical Company Employee Development Center Midland, MI 48674 Attention: Appeals Administrator for RHCAP (Appeal of Eligibility Determination)</p>

<p>Claims Administrator for Claims for Plan Benefits:</p>	<p><i>To Submit a Claim for Plan Benefits:</i></p> <p>North America Health and Welfare Plans Leader RHCAP Claims Processing Retiree Service Center Employee Development Center Midland, MI 48641-2169</p> <p><i>To appeal a denied Claim for Plan Benefits:</i></p> <p>The Dow Chemical Company Retirement Board Employee Development Center Midland, MI 48674 Attention: RHCAP Appeal</p>
<p>Plan Year:</p>	<p>The Plan’s fiscal records are kept on a plan year beginning January 1 and ending December 31.</p>
<p>Trust and Plan Trustee:</p>	<p><i>The Trust for the Plan is</i> The Dow Chemical Company Retirement Health Care Assistance Plan Trust (“RHCAP Trust”).</p> <p><i>The Trustee of the Trust is:</i></p> <p>The Northern Trust Company 50 South LaSalle Street Chicago, IL 60603</p>
<p>Source of Benefits:</p>	<p>Plan benefits are paid in part from employees contributions to the Trust and any earnings on those contributions, in part from employer matching contributions paid from the Company’s general assets.</p>
<p>Plan Expenses</p>	<p>Plan expenses (such as consulting fees, attorneys’ fees, third party administrator fees, and other administrative expenses) may be paid by the Participating Employers or from the assets of the Trust. If a Participating Employer pays the administrative costs, it may be reimbursed by the Trust for those costs in certain circumstances.</p>

SECTION 2. OVERVIEW

The RHCAP is intended to allow you to make after-tax contributions to an account while you are working. Earnings on your account balance will generally be exempt from federal income taxation if they are used to reimburse eligible Medical Premium expenses after you Retire. Amounts cannot be distributed from your account until the earliest of your Retirement, termination of employment, or death.

Your account may be used for three types of benefits:

- If you Retire, your account may be used to reimburse eligible Medical Premiums.
- If you terminate employment but do not meet the requirements for Retirement, your account will be used to provide a lump sum severance benefit.
- If you die without a surviving Spouse of Record, your Account will be used to pay a death benefit to your designated beneficiary (or to your estate if you do not have a designated beneficiary).

The requirements for each benefit are summarized in the chart below.

Benefit	Recipient	When Available	How Paid	Amount	Tax Treatment
Medical Premium Reimbursement	You or, following your death, your Surviving Spouse of Record.	After you Retire.	After submitting a request for reimbursement of an eligible Medical Premium expense.	The total amount available is twice ¹ your outstanding Account balance. Half of an eligible Medical Expense is reimbursed from your Account and half is reimbursed from the Company's general assets.	The reimbursements are not subject to federal income taxes.
Severance Benefit	You.	If you terminate employment (as described in SECTION 9) without meeting the requirements for Retirement.	The severance benefit will be paid in a lump sum upon your termination of employment.	Your account balance, up to a maximum of two times your current annual base salary. Any excess will be forfeited.	The portion equal to contributions is not subject to federal income taxation; the portion equal to any earnings is subject to federal income tax.
Death Benefit	Your non-Spouse of Record designated beneficiary; if none, your estate.	If you die without a surviving Spouse of Record.	The death benefit will be paid as a lump sum upon your death.	Your remaining Account balance.	The portion equal to contributions is not subject to federal income taxation; the portion equal to any earnings is subject to federal income tax.

¹ For Transition Eligible Retirees, the total amount available is three times your outstanding account balance, so one-third of an eligible Medical Expense is reimbursed from your Account and the remaining two-thirds is reimbursed from the Company's general assets.

SECTION 3. ELIGIBILITY

Your eligibility to participate in the RHCAP is determined each year. You are eligible to participate in the RHCAP for the year if you meet *either* (1) or (2) and both (A) and (B), below:

1. You were hired by a Participating Employer prior to January 1, 2010 as a regular Full-Time or Less-Than-Full-Time Salaried Employee; provided that you are not eligible if you were hired on or after March 1, 2009 in a non-Supervisory Position at the Dow Mid-Michigan Business Process Service Center (“BPSC”) or transferred to Business Services LLC on or after January 1, 2011.
2. You were hired by a Participating Employer prior to January 1, 2010 as a regular Full-Time Bargained-for Employees whose bargaining units and a Participating Employer have agreed to your participation in the RHCAP.
 - A. Your Participating Employer offers a group health plan for which you are eligible that does not consist solely of excepted benefits within the meaning of ERISA § 733(c) (*e.g.*, limited scope dental or vision benefits).
 - B. You certify that you are (or will be) enrolled for the year in a group health plan within the meaning of ERISA § 733(a) that does not consist solely of excepted benefits, regardless of whether the Participating Employer sponsors the group health plan (*e.g.*, the Participating Employer’s major medical plan or your spouse’s or domestic partner’s major medical plan).

If you were previously a Participant in the RHCAP but you terminated employment with all Participating Employers and you are re-hired on or after January 1, 2011, you are not eligible to make contributions to the RHCAP.

If you are a Localized Employee, the date you are Localized to a Participating Employer is the date recognized by RHCAP as your hire date. For example, if an Employee were hired by Dow Europe on January 1, 1990, and he or she were Localized to the Company in the United States effective February 1, 2012, RHCAP would recognize the Employee’s hire date as February 1, 2012. In this example, because the Employee was Localized to a Participating Employer after January 1, 2010, the Employee would not be eligible for RHCAP. Only service with the Participating Employer is recognized by RHCAP as Service.

SECTION 4. ENROLLMENT

If you meet the eligibility requirements in SECTION 3, you may enroll in RHCAP and make contributions to your Account for the year if you are either employed (1) by a Participating Employer and are not eligible to receive benefit payments from the LTD Plan or (2) by Rohm and Haas and if employed by Rohm and Haas, you meet the following requirements:

- have an account balance in RHCAP at the time you transfer employment from a Participating Employer to Rohm and Haas;
- are a vested participant of either the Dow Employee’s Pension Plan or the Union Carbide Employees’ Pension Plan; and
- there is no break in time between your transfer from the Participating Employer to Rohm and Haas;

You may enroll on the Dow Benefits Website (<https://dowbenefits.ehr.com>) or by calling the HR Service Center either during the annual enrollment period or within 90 days after becoming eligible. Once the enrollment period has expired, you may not change your election for the year unless you have a “Change in Status”.

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

- Events that change your legal marital status, including marriage, death of Spouse, divorce, or annulment;
- Events that change your number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- A termination or commencement of employment by you, your Spouse or Dependent;
- A reduction or increase in hours of employment by you, your Spouse or Dependent;

Documentation is required to show proof of eligibility to make an election change. Required documentation may include birth certificates, passports, Marriage certificates, Social Security numbers, evidence of loss of Spouse or Dependent’s employment, or any other form of proof the Plan Administrator deems appropriate. The Plan Administrator reserves the right to, at any time, request proof of eligibility.

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

- For the birth of a child, the date of birth.
- For the adoption of a child, the earlier of the date of adoption or date of placement for adoption.
- For a court order, the date specified in the court order.
- In all other cases:
 - If the Plan Administrator receives your enrollment request within 31 days of the change in status event, the effective date of the mid-year election change will be the date of the event.
 - If the Plan Administrator receives your enrollment request between days 32 through 90 after the change in status event, the effective date of the mid-year election change will be the Plan Administrator’s processing date.

SECTION 5. PARTICIPATION

You become a Participant in the RHCAP when you first enroll in the Plan. You remain a Participant in the RHCAP until the earlier of (1) the date the RHCAP terminates, or (2) you no longer have an Account balance. While you are a Participant in the RHCAP, you will be unable to receive government subsidies to purchase health insurance coverage in the Health Insurance Marketplace (commonly referred to as the Health Exchange or Exchange). Accordingly, you will be given the option each year and when you terminate employment from a Participating Employer (or Rohm and Haas) to make an irrevocable election to forfeit your Account balance and cease to be a Participant. If you elect to forfeit your Account balance, your Account balance will be permanently forfeited and can never be restored.

If you are a Participant in the RHCAP but you are not eligible to enroll in the RHCAP for the year – for example, because you are unable to certify that you are enrolled in a group health plan – your Account will continue to be invested but you will not be permitted to make additional contributions to it. If you are not eligible to enroll in the RHCAP because you have terminated employment, Retired, or died, your Account balance will be distributed in accordance with SECTION 7, SECTION 8, or SECTION 9, as applicable.

SECTION 6. FUNDING

6.1 Employee Contributions

If you enroll in RHCAP for the year, you must choose from a range of contribution levels set forth in the annual enrollment information. Your contributions are after-tax payroll deductions made to the Trust. If the last payroll period for a Plan Year occurs partly during a current Plan Year and partly during the next Plan Year, the Plan Administrator has the full and complete discretion to deduct either the current Plan Year election amount or the next Plan Year election amount from your pay for the last payroll period.

The assets of the Trust are generally invested in equity and fixed income mutual funds and other investments selected by the Company's Global Director of Portfolio Investments or other fiduciaries with investment responsibility for the Plan. The investment goal of the Trust is to provide growth of capital and low to moderate level of current income; the investment strategy is designed to optimize the long-term risk/return characteristics of the Trust. The investments are subject to the volatility of the financial markets and there may be periods during which the returns are negative. You will receive semi-annual statements of Account activity.

The amounts earned on your contributions accumulate tax free within the Trust.

The Company, Participating Employers, Investment Fiduciaries, Trustee and other Plan fiduciaries do not guarantee your Account against loss, and the Trust's investments are not insured. The performance of each investment of the Trust depends on a number of factors, including future interest rates, stock prices, and the performance of the economy. If the value of the Trust or other investments held in the Trust goes down, your Account might be worth less than the amount you contributed to it.

6.2 The Company's Match

After you Retire, the Company will match up to 100% of your Account balance to pay eligible Medical Premiums. The Company's match is paid from the Company's general assets and is available only upon withdrawal for eligible Medical Premiums.

For Transition Eligible Employees, the Company will match up to 200% of your Account balance to pay eligible Medical Premiums.

You will not receive a Company match if the balance of your Account is paid out as a death benefit or severance benefit, or if it is forfeited.

SECTION 7. MEDICAL PREMIUM REIMBURSEMENT

7.1 Medical Premiums

When you Retire, you may use your Account to reimburse Medical Premiums. Medical Premiums include premiums for coverage (a) provided under an Eligible Participating Employer Retiree Medical Plan, (b) premiums for medical or prescription drug coverage that is comparable in comprehensiveness to the coverage provided under an Eligible Participating Employer Retiree Medical Plan and is not medical or prescription drug coverage provided by a Dow joint venture, and (c) on or after January 1, 2015, premiums for Medicare Part D, including Medicare Part D premiums for a stand-alone Part D plan. The Dow Chemical Company Retiree Medical Care Program, The Dow Chemical Company Insured Health Program (with respect to retiree coverage only and not the International Plan), the Union Carbide Corporation Retiree Medical Care Program, and the Union Carbide Corporation Insured Health Program all are Eligible Participating Employer Retiree Medical Plans. Medical Premiums do not include premiums for:

- stand-alone optical, dental, extended care, long-term care, life, disability, or prescription drug only coverage (except, on or after January 1, 2015, Medicare Part D prescription drug plans);
- Medicare Parts A and/or B;
- Before January 1, 2015, Medicare Part D unless the Part D coverage is part of a Medicare Advantage plan;
- coverage that has been paid with pre-tax dollars under the Code, such as section 125 of the Code, or for which you are also claiming a tax credit under the Code (or receiving an advance premium tax credit);
- non-U.S. medical coverage; or
- more than one insurance policy per Primary Insured Retiree or Dependent, described in [Section 7.4](#), below.

7.2 Reimbursement for an Eligible Participating Employer Retiree Medical Plan

If you participate in an Eligible Participating Employer Retiree Medical Plan, the amount of the premium that you may elect the RHCAP to reimburse depends on whether your premium is automatically deducted from your pension payment:

- If you participate in an Eligible Participating Employer Retiree Medical Plan and elect to have your eligible Medical Premium automatically deducted from your pension payment, you may elect for the RHCAP to reimburse 0%, 50%, or 100% of the Medical Premium. If you elect to have your Eligible Participating Employer Medical Plan premium deducted from your pension check, you also may elect automatic reimbursement from the RHCAP by completing an RHCAP automatic reimbursement form at the time you Retire or during an annual enrollment period. See the [Claims Procedures Appendix](#).
- If you participate in an Eligible Participating Employer Retiree Medical Plan but do *not* elect to have your eligible Medical Premium automatically deducted from your pension payment, you may elect for RHCAP to reimburse 0% or 100% of the Medical Premium.

If you are not a Transition Eligible Employee, half of the reimbursed Medical Premium amount will be paid from your Account and the remainder will be paid by Company match. For example, if you elect to reimburse yourself 50% of the eligible Medical Premium, then 25% of your Medical Premium would be paid from your Account, and 25% would be paid from the Company match. For Transition Eligible Employees, one third of the reimbursed amount will be paid from your Account and two-thirds will be paid by the Company match.

Once your RHCAP account is depleted of funds, you will not have any further RHCAP reimbursement or Company matching funds to offset the cost of your participation in the Eligible Participating Employer Retiree Medical Plan.

7.3 Reimbursement for a Non- Eligible Participating Employer Retiree Medical Plan

If you do not participate in an Eligible Participating Employer Retiree Medical Plan, you may elect for the RHCAP to reimburse 0% or 100% of the Medical Premium. You will need to submit a claim form and appropriate receipts to the Plan Administrator for reimbursement of these Medical Premiums (see the [Claims Procedures Appendix](#)).

If you are not a Transition Eligible Employee, half of the reimbursed Medical Premium amount will be paid from your Account, and half will be paid by the Company match. If you are a Transition Eligible Employee, one-third of the reimbursed amount will be paid from your Account, and two-thirds will be paid by the Company match. Once your RHCAP account is depleted of funds, you will not have any further RHCAP reimbursement or Company matching funds to offset the cost of your required premiums.

7.4 One Insurance Policy Per Primary Insured Retiree or Dependent Rule

Reimbursement of Medical Premiums is limited to only one insurance policy per Primary Insured Retiree or Dependent. For example, suppose Tom is a Retiree whose Spouse of Record is Joan. Tom has a Dependent child, Henry. Tom has purchased comprehensive medical coverage from AARP and is the Primary Insured under the AARP plan. Tom also covers Joan and Henry as dependents under the AARP plan. Joan has purchased comprehensive coverage from Blue Cross and is the Primary Insured under the Blue Cross Plan. Joan also covers Tom and Henry as dependents. Tom can use RHCAP to reimburse himself for the AARP Medical Premium according to the “one insurance policy reimbursable per Retiree” rule. The whole AARP Medical Premium is reimbursable even though it also covers Joan and Henry as

secondary insureds. RHCAP can also be used to reimburse Joan's Blue Cross Medical Premium because the Blue Cross plan can be used as the "one insurance policy reimbursable per each Dependent". The whole Blue Cross Medical Premium is reimbursable even though it also covers Tom and Henry.

7.5 Non U.S. Coverage

If you purchase medical coverage outside the U.S., you may not use your RHCAP Account to reimburse your non-U.S. coverage. At the time that you Retire from the Participating Employer, if you know that you will not be able to use your RHCAP Account because you will be living outside the U.S., and you provide proof of such to the Plan Administrator, you may elect to receive the balance of your Account at that time, up to a maximum of two times your final annual base salary. There is no Company match, and any amount above two times your final annual base salary will be forfeited. At that time you will no longer be an RHCAP Participant and may never utilize the RHCAP plan again.

Alternatively, you may elect to keep your RHCAP Account in effect. If you return to the U.S., and purchase U.S. medical coverage that meets the RHCAP plan requirements, then you may use RHCAP to reimburse your eligible Medical Premiums, and the Company will provide the match. If you die with a remaining Account balance, the provisions of SECTION 8 will apply.

SECTION 8. DEATH BENEFIT

8.1 Death with Surviving Spouse of Record

If you die before your Account is exhausted and are survived by your Spouse of Record, your surviving Spouse of Record may use your Account and will receive the Company match to reimburse Medical Premiums to the same extent that you could have used your Account or would have received the Company match for such purpose as described in SECTION 7. If your surviving Spouse of Record is also a Retiree from a Participating Employer with an Account, your surviving Spouse of Record must file claims utilizing your Account before filing claims utilizing his or her own Account.

For so long as your Spouse of Record may use your Account to reimburse Medical Premiums, he or she will be unable to receive government subsidies to purchase health insurance coverage in the Health Insurance Marketplace (commonly referred to as the Health Exchange or Exchange). Accordingly, your Spouse of Record will be given the option each year to make an irrevocable election to forfeit your Account balance and cease to be a Participant. If your Spouse of Record elects to forfeit your Account balance, your Account balance will be permanently forfeited and can never be restored.

If your surviving Spouse of Record dies, the balance of your Account will be paid to your surviving Spouse of Record's designated beneficiary on file with the Plan Administrator. There will be no Company match. If your surviving Spouse of Record has not designated a beneficiary, the balance will be forfeited.

If your surviving Spouse of Record remarries, your Account will be forfeited. Surviving Spouses of Record are required to update their information on the Dow Benefits web site or notify the Retiree Service Center at 800-344-0661 immediately upon remarriage. Failure to notify Dow of a remarriage and continuing to receive RHCAP payments is against Plan rules and will be considered fraud against the Plan (See SECTION 17).

8.2 Death with No Surviving Spouse of Record

If you die and do not leave a surviving Spouse of Record, the balance in your Account will be paid as a lump-sum benefit to your designated beneficiary. Your beneficiary is the same as the beneficiary you designated under the Company Paid Life Insurance Program or comparable plan sponsored by the Participating Employer. If you do not have a designated beneficiary, then your beneficiary is your estate. Your beneficiary or estate will not receive a Company match.

The earnings portion (if any) of the lump-sum payment is considered taxable income and a Form 1099-MISC will be issued to the beneficiary on the taxable amount above the Internal Revenue Service's threshold, (which as of January 1, 2014 was \$600, and may change from time to time).

SECTION 9. SEVERANCE BENEFIT

If you terminate employment from the Participating Employer, the balance of your Account will be paid in a lump sum up to a maximum of two times your current annual base salary and any amount above two times your annual base salary will be forfeited, unless you:

- terminate employment because you are a "Retiree";
- terminate employment due to (1) a "disability retirement" as described in Section 10.3; (2) a "full disability" under the LTD Plan on or after January 1, 2006 with at least ten years of Service provided that you are eligible for a retirement benefit when your LTD Plan benefit payments stop as described in Section 10.1; (3) a "full disability" under the LTD Plan before January 1, 2006 provided that you are eligible for a retirement benefit when your LTD Plan benefit payments stop as described in Section 10.2 (see SECTION 10 for information regarding when your Account will be distributed to you);
- you are receiving benefits from The Dow Chemical Company Texas Operations Hourly Total and Permanent Disability Plan ("Texas T&P") (see Section 10.4 for information regarding when your Account will be distributed to you);
- are transferring employment to become a Participant of an Entity (see SECTION 11 for information regarding when your Account will be distributed to you); or
- are transferring employment to a different Participating Employer.

If you terminate employment from Rohm and Haas, your Account will be paid in a lump sum up to a maximum of two times your current annual base salary and any excess shall be forfeited, unless you terminate employment because you are a "retiree" as such term is defined under the Dow Employees' Pension Plan or the Union Carbide Employees' Pension Plan, whichever pension plan is applicable to you. If you are a "retiree", your Account may be used to reimburse Medical Premiums in accordance with SECTION 7 or to provide a Death Benefit to your surviving Spouse or Record (if any) or beneficiary in accordance with SECTION 8. If your Account is used to reimburse Medical Premiums, you will receive a Company Match.

With respect to lump-sum severance payments from RHCAP, your contributions will not be taxable for federal income tax purposes under current U.S. law; however, earnings (if any) on those contributions will be taxable. Amounts exceeding two times your annual base salary will be forfeited. There will be no Company match. A Form 1099-MISC will be issued on taxable

amounts above the Internal Revenue Service's threshold, (which as of January 1, 2014 was \$600, and may change from time to time).

SECTION 10. LTD PARTICIPANTS

10.1 “Full disability” On or After January 1, 2006

If your date of “full disability” (as defined in the LTD Plan) is on or after January 1, 2006, and you are approved to receive benefit payments from the LTD Plan, unless Section 10.3 applies to you, one of the following rules applies to you:

If you have less than ten (10) Years of Service, your Account will be paid to you in a lump sum when you begin to receive LTD benefit payments, up to a maximum of two (2) times your final annual base salary. There will be no Company match, and any amount above two times your base salary will be forfeited.

If you have ten (10) or more years of Service, you will not be permitted to make contributions to, or take distributions from, your Account while you are eligible to receive payments from the LTD Plan. Your Account will continue to be invested. Your Account will be distributed when you are no longer eligible to receive payments from the LTD Plan and do not return to work with [a Participating Employer] as follows:

- If you are no longer eligible to receive payments from the LTD Plan because you begin drawing benefit payments from the Dow Employees' Pension Plan or the Union Carbide Employees' Pension Plan at age 50 or older, you will be deemed to have “Retired” and your Account may be used to reimburse Medical Premiums in accordance with SECTION 7. If your Account is used to reimburse Medical Premiums, you will receive a Company Match.
- If you are no longer eligible to receive payments from the LTD Plan (1) at an age less than age 50 or (2) for a reason other than because you begin drawing benefit payments from the Dow Employees' Pension Plan or the Union Carbide Employees' Pension Plan at age 50 or older, and you do not return to work with [a Participating Employer] when you lose LTD status, your Account will be paid to you in a lump sum up to a maximum of two (2) times your final annual base salary. There will be no Company match. Any amount above two times your annual base salary will be forfeited.

If you die while you are receiving benefit payments under the LTD Plan or before your Account is otherwise exhausted, your Account will be used to provide a Death Benefit to your surviving Spouse of Record (if any) or beneficiary in accordance with SECTION 8.

10.2 “Full disability” Before January 1, 2006

If your date of “full disability” (as defined under the LTD Plan) is before January 1, 2006, and you are approved to receive benefit payments from the LTD Plan, you will not be permitted to make contributions to, or take distributions from, your Account while you are eligible to receive payments from the LTD Plan. Your Account will continue to be invested.

Your Account will be distributed when you are no longer eligible to receive payments from the LTD Plan and do not return to work with [a Participating Employer] as follows:

- Except as provided in Section 10.3, if you are no longer eligible to receive payments from the LTD Plan because you become a “retiree” (either by starting an “Early

Retirement Benefit,” “Normal Retirement Benefit,” or “Disability Retirement Benefit”) under the DEPP component of the Dow Employees’ Pension Plan or the UCEPP component of the Union Carbide Employees’ Pension Plan you will be deemed to have “Retired” and your Account may be used to reimburse Medical Premiums in accordance with SECTION 7 or to provide a Death Benefit to your surviving Spouse or Record (if any) or beneficiary in accordance with SECTION 8. If your Account is used to reimburse Medical Premiums, you will receive a Company Match.

- If you are no longer eligible to receive payments from the LTD Plan for a reason other than becoming a “retiree” (either by starting an “Early Retirement Benefit,” “Normal Retirement Benefit,” or “Disability Retirement Benefit”) under the DEPP component of the Dow Employees’ Pension Plan or the UCEPP component of the Union Carbide Employees’ Pension Plan and you do not return to work for a Participating Employer when you are no longer eligible to receive payments from the LTD Plan, your Account will be paid to you in a lump sum up to a maximum of two (2) times your last annual base salary. There will be no Company match. Any excess will be forfeited.

If you die while you are receiving benefit payments under the LTD Plan or before your Account is otherwise exhausted, your Account will be used to provide a Death Benefit to your surviving Spouse or Record (if any) or beneficiary in accordance with SECTION 8.

10.3 Disability Retirees

If you become a “Disability Retiree” under the DEPP component of the Dow Employees’ Pension Plan or the UCEPP component of the Union Carbide Employees’ Pension Plan and the effective date of your disability retirement under UCEPP or DEPP is on or after January 1, 2006, you will be deemed to have Retired for purposes of RHCAP on the date that you become a Disability Retiree.

If you become a “Disability Retiree” under the DEPP component of the Dow Employees’ Pension Plan or the UCEPP component of the Union Carbide Employees’ Pension Plan and the effective date of your disability retirement under UCEPP or DEPP is prior to January 1, 2006, your RHCAP balance will be paid to you in a lump sum when you become a Disability Retiree. You will not receive a Company match.

There is no “disability retirement” under either the Personal Pension Account component of the Dow Employees’ Pension Plan or the Personal Pension Account component of the Union Carbide Employees’ Pension Plan.

10.4 Texas Total & Permanent Disability Plan Participants

If you are receiving benefits from The Dow Chemical Company Texas Operations Hourly Total and Permanent Disability Plan (“Texas T&P”):

- You will not be permitted to make contributions to, or take distributions from, your Account while you are eligible to receive payments from Texas T&P. Your Account will continue to be invested.
- If you are no longer eligible to receive payments from Texas T&P, you will be deemed to have “Retired” and your Account may be used to reimburse Medical Premiums in

accordance with SECTION 7. If your Account is used to reimburse Medical Premiums, you will receive a Company Match.

If you die while you are still receiving benefits from Texas T&P or before your account is otherwise exhausted, your Account will be used to provide a Death Benefit to your surviving Spouse or Record (if any) or beneficiary in accordance with SECTION 8.

SECTION 11. EMPLOYEES TRANSFERRED TO DOW REICHHOLD AND ME GLOBAL

If your employment with a Participating Employer ends, you are transferred to Dow Reichhold LLC (“Dow Reichhold”) or M.E. Global LLC (“ME Global”) (an “Entity”), and you become a “Participant of an Entity”, you will not be permitted to (1) make contributions to your Account while you are a Participant of an Entity or (2) take distributions from your Account until you retire or terminate employment from the Entity. Your Account will be paid (or begin to be paid) upon the earlier of the date that your employment ends or the day Dow (or any of its affiliates) ceases to have an equity ownership in the Entity as follows:

1. If your employment with the Entity ends on or after the later of (a) age 50 or (b) your “retirement” from the Entity (as defined by the Entity), your Account may be used to reimburse Medical Premiums in accordance with SECTION 7 or to provide a Death Benefit to your surviving Spouse or Record (if any) or beneficiary in accordance with SECTION 8. If your Account is used to reimburse Medical Premiums, you will receive a Company Match.
2. If your employment with the Dow Reichhold or ME Global ends before the later of (a) age 50 or (b) your “retirement” from the Entity (as defined by the Entity), your Account will be paid to you in a lump sum up to a maximum of two (2) times your last annual base salary. Any excess will be forfeited. There will be no Company match.
3. If Dow or any of its affiliates ceases to have an equity ownership in the Entity, the balance of your Account will be paid to you in a lump sum up to a maximum of two times your last annual base salary at the Entity. Any amount above two times your last annual base salary will be forfeited. There will be no Company match.

If you terminate employment with an Entity, you must notify the Plan Administrator at the address listed in the ERISA Information section of this SPD within twelve (12) months of your termination of employment. If your termination of employment was prior to January 1, 2006, you were required to notify the Plan Administrator within 36 months of your termination of employment from the Entity. Failure to notify the Plan Administrator within the time required will result in forfeiture of your Account.

SECTION 12. RE-HIRES

If you terminate employment or Retire from a Participating Employer or an Entity and are later hired by a Participating Employer or an employer that is a “participating employer” of The Dow Chemical Company Medical Care Program (this benefit plan is generally applicable to eligible active employees), you may not use your Account to reimburse eligible Medical Premiums while you are eligible for coverage under The Dow Chemical Company Medical Care Program.

SECTION 13. RHCAP PLAN PROCESSING CENTER AND ACCOUNT STATEMENTS

The Plan Administrator has arranged for Dow North America Benefits to keep track of individual Account balances and provide semi-annual RHCAP statements.

Participant Account balance information also is available by:

- contacting the HR Service Center (for employees) at (877) 623-8079;
- contacting the Dow Retiree Service Center (for retirees) at (800) 344-0661; or
- by going to My HR Connection>My Personal Data>My Benefits.

Individual RHCAP payment stubs are produced for each check written from your account.

Dow North America Benefits also processes claims for non-Participating Employer Medical Premiums. Forms for reimbursement may be obtained from the Dow Retiree Service Center, P.O. Box 2169, Midland, MI 48641-2169, by calling the telephone numbers for the Dow Retiree Service Center above, or on www.dowfriends.com.

SECTION 14. 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 Participant was not eligible 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. For example, the Plan Administrator may offset the overpayment: using premiums already paid or subsequently submitted to an Eligible Participating Employer Retiree Medical Plan, or claims subsequently submitted for Medical Premiums. In addition, the Plan Administrator may waive the applicable deadline for submitting a Claim and require a Participant to submit a Claim payable under the terms of the Plan to be used to offset the overpayment.

The Plan Administrator may suspend or change the Participant's existing election to use RHCAP to pay a Medical Premium.

- The Plan Administrator may require the Participant, Dependent, beneficiary, or other person to reimburse the Plan for benefits paid, including reasonable interest.
- The Plan Administrator may elect recoupment or reimbursement, regardless of whether the person who received the excess benefit was a Participant, Dependent, beneficiary or other person 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, Dependent, beneficiary, or any other person.

The Plan Administrator may pursue any one or a combination of the above remedies and may do so without first obtaining the Participant's consent. For Participants who are deceased before an

overpayment is recovered or reimbursed, the Plan Administrator may elect to pursue any of the above remedies directly against the Participant's Surviving Spouse, beneficiary, or estate.

SECTION 15. UNCASHED CHECKS

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

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

SECTION 16. FILING A CLAIM AND APPEALING A DENIAL OF A CLAIM

The [*Claims Procedures Appendix*](#) contains instructions and details about how to file a Claim, how your Claim will be handled, and how to appeal a denial of a Claim.

SECTION 17. 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, either retroactively to 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, the Plan and/or Dow may pursue civil and/or criminal action against you or take other legal action. If you or your Dependent(s) are terminated from eligibility under any benefit plan sponsored by Dow 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 Plan. Dow may terminate your employment.

SECTION 18. YOUR RIGHTS UNDER ERISA

As a Participant in RHCAP, 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 collective bargaining agreements (if applicable), the Plan Document and the latest annual report 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 collective bargaining agreements (if applicable), and copies of the latest annual report, the Plan Document and updated Summary Plan Description. The Plan Administrator may charge a reasonable fee for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Plan Participant with a copy of this summary annual report.

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

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

Enforce Your Rights. If you have a Claim for Benefits that is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the legal rights described above. For instance, if you request Plan materials and do not receive them within 30 days, you may file suit in a federal court. In such 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 Benefits that is denied or ignored, in whole or in part, you may file suit in a 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 a suit in 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 the court finds that your claim is frivolous.

For more information regarding enforcing your rights in court, see SECTION 23, "[Litigation and Class Action Lawsuits.](#)"

Assistance with Your Questions. If you have any questions about the Plan, you should contact the Plan Administrator. If you should 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 office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, 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.

SECTION 19. PLAN'S NAMED FIDUCIARIES

Plan Administrator: The Plan Administrators are the Vice President, Human Resources Center of Expertise; Global Benefits Director; Associate Director of North America Benefits; and North America Health and Welfare Plans Leader, who can act solely individually or together as the Plan Administrator. They are responsible for administration of the Plan and are authorized to interpret and resolve ambiguities in the Plan document, adopt and enforce rules of Plan administration, and decide all questions of fact arising under the Plan, among other things.

Claims Administrator: The Claims Administrators are responsible for deciding Claims under the Plan. The Claims Administrators are the Initial Claims Reviewer and the Appeals Administrator.

- The Initial Claims Reviewer makes the initial decision to approve or deny a Claim. With respect to both Claims for an Eligibility Determination and Claims for Benefits, the Initial Claims Reviewer is the North America Health and Welfare Plans Leader or his delegate.
- The Appeals Administrator makes the final decision when an adverse Claim decision has been appealed. With respect to Claims for an Eligibility Determination, the Appeals Administrators are the Global Benefits Director or Associate Director of North America Benefits (or a delegate thereof). With respect to Claims for Benefits, the Appeals Administrator is The Dow Chemical Company Retirement Board.

Investment Fiduciaries: The Investment Fiduciaries are the Company's Global Director of Portfolio Investment, the Investment Committee, the Trustee (to the extent the Trustee exercises discretion with respect to the management of Trust assets), and any other person that the Company designates as an Investment Fiduciary as those terms are defined in the Plan Document. (The Global Director of Portfolio Investment generally directs the Trustee as to the management of Trust assets.) The Investment Fiduciaries are responsible for controlling, managing and disposing of the assets of the Plan, if any.

Additional Named Fiduciary: The Company may designate other persons or committees to carry out these functions by action of its Board of Directors or other individuals named in the Plan Document.

Named Fiduciary's Discretion: The Plan Administrator, Claims Administrators, Investment Fiduciaries, and other Plan fiduciaries, each acting individually, have the sole and absolute discretion to interpret the Plan Document (including this SPD), make determinations, make findings of fact, and adopt rules and procedures applicable to the matters they are authorized to decide. Such interpretations and determinations are conclusive and binding on all persons claiming benefits under, or otherwise having an interest in, the Plan, and if challenged in court, such interpretations and determinations shall not be overturned unless proven to be arbitrary or capricious. For a detailed description of the Plan Administrator's and Claims Administrators' authority, see the Plan Document for the applicable Plan.

SECTION 20. PLAN DOCUMENT

The Plan will be administered in accordance with its terms. If the VPHR determines that the Plan Document or this SPD has a drafting error (sometimes called a "scrivener's error"), the 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 best judgment and sole discretion, based on his understanding of Dow's intent in establishing the Plan and taking into account all evidence (written and oral) that he deems appropriate or helpful.

SECTION 21. NO GOVERNMENT GUARANTEE OF WELFARE BENEFITS

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

SECTION 22. DOW'S RIGHT TO TERMINATE OR AMEND THE PROGRAM

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

If the Company terminates the RHCAP, the assets in the Trust shall be used to provide benefits under the Plan and as otherwise permitted under applicable law.

SECTION 23. LITIGATION AND CLASS ACTION LAWSUITS

23.1 Litigation

If you wish to file a lawsuit against the Plan (a) to recover benefits you believe are due to you under the terms of the Plan or any law; (b) to clarify your right to future benefits under the Plan; (c) to enforce your rights under the Plan; or (d) to seek a remedy, ruling or judgment of any kind against the Plan or the Plan fiduciaries or parties-in-interest (within the meaning of ERISA) that relates to the Plan, you may not file a lawsuit until you have exhausted the claims procedures described in the [Claims Procedures Appendix](#) 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.

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 Plan or to clarify your right to future benefits under the terms of the Plan, 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 Plan 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 Plan (other than a claim or action to recover benefits), the date the Plan 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 Benefits or an appeal of a complete or partial denial of a Claim for Benefits, as described in the [Claims Procedures Appendix](#), generally falls under (1) above. Please note, however, that if you have a timely Claim pending before the Initial Claims Reviewer or a timely appeal pending before the Appeals Administrator when the Applicable Limitations Period would otherwise expire, the Applicable Limitations Period will be extended to the date that is 180 calendar days after the Appeals Administrator renders its final decision.

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

23.2 Class Action Lawsuits

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

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

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

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

SECTION 24. 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 Program or the Advisee’s responsibilities under the Program:

- the Advisor’s client is the Advisee and not any Employee, Participant, Dependent, beneficiary, claimant, or other person;

- the Advisee shall be entitled to preserve the attorney-client privilege and any other privilege accorded to communications with the Advisor, and all other rights to maintain confidentiality, to the full extent permitted by law; and
- no Employee, Participant, Dependent, beneficiary, claimant or other person shall be permitted to review any communication between the Advisee and any of its or his Advisors with respect to whom a privilege applies, unless mandated by a court order.

SECTION 25. WAIVERS

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.

SECTION 26. PROVIDING NOTICE TO THE ADMINISTRATOR

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

SECTION 27. NO ASSIGNMENT OF BENEFITS

Benefits payable under the Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge of any kind, including through a domestic relations order.

SECTION 28. FOR MORE INFORMATION

If you have questions about Plan benefits or enrollment:

- Employees should contact the HR Service Center at (877) 623-8079
- Retirees should contact the Dow Retiree Service Center at (800) 344-0661

IMPORTANT NOTE

This booklet is the Summary Plan Description (SPD) for the Retirement Health Care Assistance Plan. However, this booklet is not all-inclusive and it is not intended to take the place of the Plan Document for the RHCAP. In case of any conflict between this SPD and the Plan Document, the Plan Document will govern.

The Dow Chemical Company reserves the right to amend, modify or terminate the RHCAP at any time in its sole discretion (including to discontinue the Company match).

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

Appendix A DEFINITIONS

Account: Your account in the Trust which reflects your contributions to the Trust as of any Valuation Date and any gains or losses attributable to your contributions.

Administrator: The Claims Administrator or the Plan Administrator.

Appeals Administrator: The Appeals Administrator with respect to reviewing an adverse Claim for Benefits is the Retirement Board. The Appeals Administrators with respect to reviewing an adverse Claim for an Eligibility Determination are the Global Director of Benefits and the Associate Director of North America Benefits.

Bargained-for Individual or Bargained-for Employee: An individual 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.

Board of Directors: The board of directors of the Company.

Claim: A written request by a claimant for a Plan benefit or for an Eligibility Determination that contains, at a minimum, the information described in the [Claims Procedures Appendix](#).

Claim for an Eligibility Determination: A Claim requesting a determination as to whether a claimant is eligible to enroll in the Plan, or as to the amount a claimant is eligible to contribute to his Account.

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

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

Code: The Internal Revenue Code of 1986, as amended.

Company: The Dow Chemical Company, a corporation organized under the laws of Delaware.

Dependent: A person who meets the definition of “dependent” under The Dow Chemical Company Retiree Medical Care Program.

Disability Retiree: a retiree under the DEPP component of the Dow Employees’ Pension Plan or the UCEPP component of the Union Carbide Employees’ Pension Plan who is approved to receive a “Disability Retirement Benefit” under either plan.

Dow: A Participating Employer or, collectively, Participating Employers, as determined by the context in which it is used.

Eligible Participating Employer Retiree Medical Plan: An “Eligible Participating Employer Retiree Medical Plan” is one of the following: The Dow Chemical Company Retiree Medical Care Program, The Dow Chemical Company Insured Health Program (with respect to retiree coverage only and excluding The Dow Chemical Company International Medical and Dental Plan), the Union Carbide Corporation Retiree Medical Care Program, and the Union Carbide Corporation Retiree Insured Health Program.

Employee: A person who:

1. is employed by a Participating Employer to perform personal services in an employer-employee relationship that is subject to taxation under the Federal Insurance Contribution Act or similar federal statute;
2. receives a payment for services performed for the Participating Employer directly from the Company's U.S. payroll or a Participating Employer's U.S. Payroll department;
3. if not a U.S. citizen or resident alien, is Localized in the U.S.; and
4. 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:

- 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;
- 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;
- an individual who is classified or treated as an independent contractor; or
- 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 Plan, 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 participation, under the terms of the Plan, after your reclassification).

Entity: Either Dow Reichhold LLC or M.E. Global LLC.

ERISA: The Employee Retirement Income Security Act of 1974, as amended.

Initial Claims Reviewer: The North America Health and Welfare Plans Leader, with respect to deciding either a Claim for Benefits or a Claim for an Eligibility Determination.

Investment Committee: The Investment Committee of The Dow Chemical Company.

Investment Fiduciary: Each of the Investment Committee, the Global Director of Portfolio Investments, the Trustee (to the extent that the Trustee exercises discretion with respect to the management of Trust assets), and such other person or entity which may be designated by the Company in accordance with the Plan document.

Localized: When an individual has been determined by a Participating Employer to be permanently relocated to a particular country, and the individual has accepted such determination. For example, an Employee who is a Malaysian national is "Localized" to the

U.S. when a Participating Employer has determined that such person is permanently relocated to the U.S., and such Employee has accepted such determination.

LTD Participant means an Employee who is receiving a long term disability payment from the LTD Plan or The Dow Chemical Company Texas Operations Hourly Total and Permanent Disability Plan and has an Account balance.

LTD Plan: The Dow Chemical Company Long Term Disability Program Applicable to Those Fully Disabled Prior to 1/1/2008 (ERISA Plan #506), The Dow Chemical Company Long Term Disability Program for Those Actively at Work 1/1/2008 (ERISA Plan #606), or The Dow Chemical Company Michigan Hourly Contract Disability Plan (ERISA Plan #610), as applicable.

Marriage: “Marriage” as defined in the plan document for The Dow Chemical Company Retiree Medical Care Program

Medical Premiums: Premiums for coverage provided under an Eligible Participating Employer Retiree Medical Plan or premiums for medical or prescription drug coverage that is comparable in comprehensiveness to the coverage provided under an Eligible Participating Employer Retiree Medical Plan, except as otherwise provided in SECTION 7.

Participant of an Entity: An RHCAP Participant who terminates employment with a Participating Employer prior to Retirement, and immediately becomes employed by Dow Reichhold or ME Global, and who meets the following requirements:

1. The Participant has at least 10 years of Credited Service on the date his employment with the Participating Employer ended;
2. The Participant was eligible for a health plan under The Dow Chemical Company Medical Care Program or an HMO offered under The Dow Chemical Company Insured Health Program immediately prior to the date his employment with the Participating Employer ended;
3. The Participant is vested under the Dow Employees’ Pension Plan or the Union Carbide Employees’ Pension Plan;
4. The Participant’s final active pension plan is the Dow Employees’ Pension Plan or the Union Carbide Employees’ Pension Plan; and
5. As of the date that the RHCAP Participant terminates employment with the Participating Employer, the Participant is not eligible for a retiree medical program of the Dow Reichhold or ME Global (whichever is applicable) if any, which Dow Reichhold or ME Global (whichever is applicable) subsidizes.

Participants: Employees, Retirees, Spouses of Record, LTD Participants, or Dependents who have a balance in an Account.

Participating Employer: The Company and one of its subsidiaries or affiliates that the Company authorizes to participate in the Plan with respect to its Employees. Notwithstanding anything to the contrary, a “Participating Employer” is only a “Participating Employer” while it is a member of the Company’s controlled group of corporations within the meaning of section 414(b) or section 414(c) of the Code. If the entity ceases to be a member of the Company’s

controlled group of corporations, then the entity ceases to be a “Participating Employer” on the date it is no longer a member of the controlled group of corporations.

Plan: The Dow Chemical Company Retirement Health Care Assistance Plan.

Plan Administrator: Each of the Vice President, Human Resources Center of Expertise; Global Benefits Director; Associate Director of North America Benefits; North America Health and Welfare Plans Leader; and such other person, group of persons or entity which may be designated by the Company in accordance with the Plan Document.

Plan Document: The legal instrument under which the Plan is operated. This Summary Plan Description for the Plan is a part of the Plan Document for the Program.

Plan Year: The 12-month period beginning each January 1 and ending each December 31.

Primary Insured: the person who is the primary person who is insured under the non-Dow medical coverage.

Regular Employee: A “regular” Employee is an Employee who is classified by the Employer as “regular.”

Retire or Retirement: The date a Retiree terminates employment with all Participating Employers and Entities. An LTD Participant shall not be considered Retired except to the extent provided in SECTION 10.

Retiree:

1. Except as provided in paragraph 3 of this definition, below, for those who were hired by a Participating Employer prior to January 1, 2008, “Retiree” means a former Employee who is eligible for coverage under an Eligible Participating Employer Retiree Medical Plan. In addition, “Retiree” means a former Employee who was eligible to participate in an Eligible Participating Employer Retiree Medical Plan prior to becoming eligible for Medicare, but loses eligibility solely because of being eligible for Medicare.
2. For those who were hired by a Participating Employer on or after January 1, 2008, or whose Participating Employer was acquired on or after January 1, 2008, “Retiree” means a former Employee who terminates employment with a Participating Employer, provided he terminates such employment at age 50 or older with 10 or more years of Service. (Note that if your hire date is on or after January 1, 2010 (new hires) or January 1, 2011 (re-hires) you are not eligible for RHCAP).
3. For Employees who become eligible for RHCAP because they are hired by a Participating Employer on or after January 18, 2007 as a result of an acquisition, or because their employer became a Participating Employer of RHCAP on or after January 18, 2007, “Retiree” means a former Employee who terminates employment with a Participating Employer, provided he terminates such employment at age 50 or older with 10 or more years of Service. (Note that if your hire date is on or after January 1, 2010 (new hires) or January 1, 2011 (re-hires) you are not eligible for RHCAP)

Retirement Board: The Retirement Board of The Dow Chemical Company.

RHCAP: The Dow Chemical Company Retirement Health Care Assistance Plan.

RHCAP Trust: The Dow Chemical Company Retirement Health Care Assistance Plan Trust, as amended, or any other trust fund established or maintained for the purpose of holding assets of the Plan, pursuant to an agreement of trust between a trustee and the Company. The Plan may have one or more Trust, and may have one or more than one Trustee.

Rohm and Haas: Rohm and Haas Company and its subsidiaries.

Salaried Employee: An employee who is not represented by a collective bargaining unit.

Service: With respect to those who are eligible for coverage under The Dow Chemical Company Retiree Medical Care Program or the Union Carbide Corporation Retiree Medical Care Program, “Service” means “service”, as defined under The Dow Chemical Company Retiree Medical Care program or the Union Carbide Corporation Retiree Medical Care Program, whichever is applicable. Otherwise, “Service” means “Eligibility Service” as defined under the Dow Employees’ Pension Plan or Union Carbide Employees’ Pension Plan, whichever is applicable. Notwithstanding the above, for a Localized Employee, only service with a Participating Employer counts as service under RHCAP.

Spouse: “Spouse” as defined in The Dow Chemical Company Retiree Medical Care Program.

Spouse of Record: The person to whom the Retiree was Married on the Retiree’s last day on the payroll (or, if later, on December 31, 2002) and who continues to be the Retiree’s Spouse. For Dow AgroSciences LLC Retirees, the applicable date described in the preceding sentence is December 31, 2005 instead of December 31, 2002. With regard to a Participant who dies while an active Employee, “Spouse of Record” means the Spouse of such Participant (if any) as of the date of the Participant’s death.

Summary Plan Description (“SPD”): The summary plan description for the Plan, including its appendices. The Summary Plan Description is part of the Plan Document.

Supervisory Position: A job in which the incumbent holding such position is authorized by the Participating Employer as having the authority to hire or fire another Employee.

Transition Eligible Employees: Except as provided below, employees hired prior to January 1, 1993, who are:

- Age 47 or older as of January 1, 1993, not eligible to Retire under The Dow Chemical Company Employees’ Retirement Plan as of January 1, 1993, and unable to obtain 85 points in terms of age and service before age 65;
- Age 55 or older as of January 1, 1993, not eligible to obtain an unreduced benefit under The Dow Chemical Company Employees’ Retirement Plan as of January 1, 1993, and unable to obtain 85 points in terms of age and service before age 65; or
- Age 55 or older as of January 1, 1993, not eligible to Retire under The Dow Chemical Company Employees’ Retirement Plan as of January 1, 1993, and unable to obtain 85 points in terms of age and service before age 65.

A person is NOT a Transition Eligible Employee under RHCAP if that person is already a “Transition Eligible Dow AgroSciences (DAS) Participant” as defined under The Dow Chemical Company Retiree Medical Care Program.

Trust: All cash or other properties which are paid or delivered to the Trustee from time to time as contributions pursuant to a Plan, together with the earnings, income, additions, losses, and

appreciation or depreciation thereon, and all investments made therewith or proceeds thereof, less payments made by the Trustee pursuant to the terms of the RHCAP Trust.

Trustee: The trustee of the RHCAP Trust.

Valuation Date: The last business day of each month and such other valuation dates as may be prescribed by the Company.

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

Appendix B

CLAIMS PROCEDURES APPENDIX

A “Claim” is a written request by a claimant for a *Plan Benefit* or an *Eligibility Determination* that contains the information described below. There are two (2) kinds of Claims:

- A *Claim for Benefits* is a Claim requesting reimbursement for premiums covered under the Plan.
- A *Claim for an Eligibility Determination* is a Claim requesting a determination as to whether a claimant is eligible to be a Participant under the Plan or as to the amount a claimant is eligible to contribute to his Account.

You must follow the claims procedures for *CLAIMS FOR BENEFITS* or *CLAIMS FOR ELIGIBILITY DETERMINATIONS*, whichever applies to your situation. See below.

Who Will Decide Whether to Approve or Deny My Claim?

The Plan has more than one Claims Administrator. The initial determination is made by the Initial Claims Reviewer. If you appeal an initial determination, the appellate decision is made by the applicable Appeals Administrator:

- *Claims for Benefits*: The Appeals Administrator is the Retirement Board.
- *Claims for an Eligibility Determination*: The Appeals Administrators are the Global Benefits Director and the Associate Director of North America Benefits.

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

Deadline to File Your Claim

All Claims for medical premiums must be filed in the same calendar year of coverage or by December 31 of the following year. (For example, a January 2014 monthly medical premium claim must be filed by December 31, 2015). Failure to file a claim within the deadline will result in denial of the claim.

Authority of the Administrators and Your Rights Under ERISA

The Claims Administrators have the full, complete, and final discretion to interpret the provisions of the Plan Document 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 Document made by the Plan Administrator. Interpretations and Claims decisions by the Claims Administrator 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 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 SECTION 23, “[Litigation and Class Action Lawsuits](#)” for the deadline for filing a lawsuit.

An Authorized Representative May Act on Your Behalf

An Authorized Representative may submit a Claim on behalf of a Plan 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.

B.1 Claims for Benefits

If you want to receive automatic reimbursement from your RHCAP account for premiums of a retiree medical plan sponsored by a Participating Employer that have been deducted from your pension check, you must complete an RHCAP election options form at the time you retire or during an annual enrollment period. If your pension check is directly deposited to a bank account, these RHCAP automatic reimbursements will be directly deposited into the same (primary) bank account. If your pension check is not directly deposited to a bank account, RHCAP automatic reimbursement checks will be mailed to your address on record.

If you want to receive RHCAP reimbursement for non-Dow Medical Premiums or premiums of a retiree medical plan sponsored by a Participating Employer that have not been deducted from your pension check, you must complete a claim form and submit it to the Dow Retiree Service Center. Claim forms may be downloaded from the Dow Intranet, www.dowfriends.com, or you may call the Retiree Service Center at (800) 344-0661 to request a copy. In addition to the information requested on the RHCAP Claim Form, you must provide proof of the eligible Medical Premiums paid. You may request assistance from the U.S. Benefits Center if you need help completing the RHCAP claim form.

When the Claim for Benefits has been completed, send it to:

North America Health and Welfare Plans Leader - RHCAP Claims Processing
Retiree Service Center
Employee Development Center
Midland, MI 48641-2169

Initial Determination

When you submit a Claim for benefits to the Initial Claims Reviewer, 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 30 days after the date you submitted your claim; except that, under special circumstances, the Initial Claims Reviewer may have up to an additional 15 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 30-day period, state the reason why such an extension is needed, and state when it will make its determination.

If the Initial Claims Reviewer denies the Claim, the written notification of the Claims decision will state the reason(s) why the Claim was denied and refer to the pertinent Plan provision(s). If the Claim was denied because you did not file a complete Claim or because the Initial Claims Reviewer needed additional information, the Claims decision will state that as the reason for denying the Claim and will explain why such information was needed. The decision will also describe the appeals procedures (also described below). If an internal rule, protocol, guideline or other criterion was relied upon in making the decision, the Claims decision will indicate that such rule, protocol, guideline or other criteria was relied

upon and that you may request a copy (if a copy is available) free of charge. Such request must be made within 180 days of the notification of denial of Claim.

Appealing the Initial Determination

If the Initial Claims Reviewer has denied your Claim, in whole or in part, you may appeal the decision. The Appeals Administrator is the Retirement Board. If you appeal the Initial Claims Reviewer's decision, you must do so in writing within 180 days of receipt of the Initial Claims Reviewer's decision, assuming that there are no extenuating circumstances, as determined by the Appeals Administrator. Your written appeal must include the following information:

- the name of Employee or Retiree;
- the name of the Plan (the RHCAP);
- reference to the Initial Determination; and
- an explanation of the reason why you are appealing the Initial Determination.

Appeals of Claims for Benefits should be sent to:

The Dow Chemical Company
Retirement Board
Employee Development Center
Midland, MI 48674
Attention: Associate Director of North America Benefits

You may submit any additional information to the Appeals Administrator when you submit your request for appeal. You may also request that the Appeals Administrator provide you copies of documents, records and other information that is relevant to your Claim, as determined by the Appeals Administrator in 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 appellate review will take into account all comments, documents, records, etc. submitted to the Appeals Administrator that are related to the Claim, without regard to whether such information was submitted or considered in the initial determination. The Appeals Administrator will not be the same person as, or a subordinate who reports to, the person who made the initial decision to deny the Claim.

The Appeals Administrator will 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 indicate when it will make its determination. If an extension is needed because the Appeals Administrator determines that it does not have sufficient information to make a decision on the Claim, it will describe any additional material or information necessary to submit to the 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.

The Appeals Administrator will notify you in writing of its decision. If your Claim is denied, in full or part, the written notification of the decision will (1) state the reason(s) for the denial; (2) refer to the specific provision(s) in the Plan Document on which the denial is based; (3) state 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 in its sole discretion); (4) explain that the Claim was denied because of insufficient information, and explain why such information was needed if the Claim is denied because the Appeals Administrator did not have sufficient information; and (5) explain that you have a right to bring a civil lawsuit under section 502 of ERISA. In addition, if an internal rule, protocol, guideline or other criterion was relied upon in making the decision, the decision will indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy (if a copy is available) free of charge. Such request must be made within 120 days after the notification of denial of your appeal.

B.2 Claims for Eligibility Determinations

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

- the name of the person who is requesting an eligibility determination
- Employee number
- Name the benefit plan (RHCAP)

Claims for an Eligibility Determinations must be filed with:

North America Health and Welfare Plans Leader
The Dow Chemical Company
Employee Development Center
Midland, MI 48674
Attention: Initial Claims Reviewer for RHCAP (Eligibility Determination)

Initial Determination

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

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

Appealing the Initial Determination

If the Initial Claims Reviewer has denied your Claim, 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 relationship of the person requesting an eligibility determination to the Employee, if applicable;
- the name of the Plan (RHCAP);
- 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
Associate Director of North America Benefits or the Global Benefits Director
Employee Development Center
Midland, MI 48674
Attn: Appeals Administrator for RHCAP (Appeal of Eligibility Determination)

You may submit any additional information to the Appeals Administrator when you submit your request for appeal. You may also request that the Appeals Administrator provide you copies of documents, records and other information that is relevant to your Claim, as determined by the Appeals Administrator in 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 indicate when it will make its determination. If the Appeals Administrator determines that it does not have sufficient information to make a decision on the Claim prior to the expiration of the initial 60-day period, 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.

The Appeals Administrator will notify you in writing of its decision. If your Claim is denied, in full or part, the written notification of the decision will (1) state the reason(s) for the denial; (2) refer to the specific provision(s) in the Plan Document on which the denial is based; (3) state 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 in its sole discretion); and (4) explain that you have a right to bring a civil lawsuit under section 502 of ERISA.

Appendix C

NOTICE OF PRIVACY PRACTICES

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

Effective Date of Notice: August 20, 2013

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

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

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

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

an individual is not individually identifiable health information.

In addition, the Plan may use or disclose "summary health information" to the Plan Sponsor² for obtaining premium bids or modifying, amending or terminating the group health plan, which summarizes the claims history, claims expense or type of claims experienced by individuals for whom a Plan Sponsor has provided health benefits under a group health plan; and from which identifying information has been deleted in accordance with HIPAA.

C.1. NOTICE OF PHI USES AND DISCLOSURES

Required PHI Uses and Disclosures

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

² The Plan Sponsor is The Dow Chemical Company for the following plans: The Dow Chemical Company Medical Care Program, The Dow Chemical Company Retiree Medical Care Program, The Dow Chemical Company Dental Assistance Program, The Dow Chemical Company Retirement Health Care Assistance Plan, The Dow Chemical Company Health Care Reimbursement Account, The Dow Chemical Company Executive Physical Examination Program, and the Rohm and Haas Company Health and Welfare Plan. The Plan Sponsor is Union Carbide Corporation for the following plans: Union Carbide Corporation Retiree Medical Care Program and the Union Carbide Corporation Insured Health Program.

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

The Plan and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Plan also will disclose PHI to the applicable Plan Sponsor for purposes related to treatment, payment and health care operations. As of April 14, 2003, the Plan Sponsors have amended their plan documents to protect your PHI as required by federal law.

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

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

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

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

For example, The Dow Chemical Company Medical Care Program may use information about

your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions.

Uses and Disclosures that Require Your Written Authorization

Your written authorization generally will be obtained before any of the plans listed in the footnote³ will use or disclose psychotherapy notes about you from your psychotherapist. Psychotherapy notes are separately filed notes about your conversations with your mental health professional during a counseling session. They do not include summary information about your mental health treatment. The Plan may use and disclose such notes when needed by the Plan to defend against litigation filed by you.

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

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

³ The Dow Chemical Company Medical Care Program, The Dow Chemical Company Retiree Medical Care Program, Union Carbide Corporation Retiree Medical Care Program.

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

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

- To a business associate (e.g., a contractor) retained to perform services on behalf of the Plan when the business associate has agreed to safeguard your PHI.
- When required by law.
- When permitted for purposes of public health activities, included when necessary to report product defects, to permit product recalls and to conduct post-marketing surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.
- When authorized by law to report information about abuse, neglect or domestic violence to public authorities if there exists a reasonable belief that you may be the victim of abuse, neglect or domestic violence. In such case, the Plan will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives, although there may be circumstances under federal or state law when the parents or other representatives may not be given access to the minor's PHI.
- The Plan may disclose your PHI to a public health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of

government benefit programs (for example, to investigate Medicare or Medicaid fraud).

- The Plan may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Plan that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in favor of disclosure by the court or tribunal.
- When required for law enforcement purposes (for example, to report certain types of wounds).
- For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to be a victim of a crime but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Plan's best judgment
- When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Also, disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent.
- The Plan may use or disclose PHI for research, subject to conditions.

- When consistent with the applicable law and good standards of ethical conduct if the Plan, in good faith, believes the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.
- When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

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

Prohibited Uses and Disclosures

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

C.2. RIGHTS OF INDIVIDUALS

Right to Request Restrictions on PHI Uses and Disclosures

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

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

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI. Requests to restrict uses and disclosures of your PHI should be made to the following person: Privacy Official; The Dow Chemical Company Health Plans; Employee Development Center, Midland, MI 48674.

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

Right to Inspect and Copy PHI

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

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

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

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

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to the following person: Privacy Official; The Dow Chemical Company Health Plans; Employee Development Center, Midland, MI 48674.

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

Secretary of the U.S. Department of Health and Human Services.

Right to Request Amendment of PHI

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

You or your personal representative will be required to complete a form to request an amendment of PHI in a designated record set. Requests for amendment of PHI in a designated record set should be made to the following person: Privacy Official; The Dow Chemical Company Health Plans; Employee Development Center, Midland, MI 48674.

The Plan has 60 days after the request is made to act on the request. A single 30-day extension is allowed if the Plan is unable to comply with the deadline. If the request is denied in whole or in part, the Plan must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI. If the amendment is accepted, the Plan will inform you on a timely basis and obtain your agreement to notify the relevant persons with whom the amendment needs to be shared.

Right to Receive an Accounting of PHI Disclosures

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

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

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

You or your personal representative will be required to complete a form to request an accounting of PHI disclosures. Requests for an accounting of PHI disclosures should be made to the following person: Privacy Official; The Dow Chemical Company Health Plans; Employee Development Center, Midland, MI 48674.

Right to Receive a Paper Copy of This Notice Upon Request

To obtain a paper copy of this Notice, contact the following person: Health Insurance Portability and Accountability Act (HIPAA) Privacy Official for ERISA Health Plans; Employee Development Center, Midland, MI 48674.

A Note About Personal Representatives

You may exercise your rights through a personal representative. A personal representative is a person legally authorized to make health care decisions on your behalf. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

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

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

your personal representative. This also applies to personal representatives of minors.

C.3. THE PLAN'S DUTIES

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

This notice is effective beginning August 20, 2013 and the Plan is required to comply with the terms of this notice on and after that date. However, the Plan reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Plan prior to and after that date. If a privacy practice is changed, a revised version of this notice may be provided to those for whom the Plan still maintains PHI. The notices will be provided in the Choices enrollment brochures and updated versions of the summary plan descriptions or other appropriate means of communication.

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

Minimum Necessary Standard

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

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

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

- uses or disclosures that are required for the Plan's compliance with legal regulations.

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

If you believe that your privacy rights have been violated, you may complain to the Plan in care of the following person: Privacy Official; The Dow Chemical Company Health Plans; Employee Development Center, Midland, MI 48674. You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201. The Plan will not retaliate against you for filing a complaint.

Whom to Contact at the Plan for More Information

If you have any questions regarding this notice or the subjects addressed in it, you may contact the following person: Privacy Official; The Dow Chemical Company Health Plans; Employee Development Center, Midland, MI 48674.

C.4. CONCLUSION

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