

YOUR BENEFIT PROGRAM

The Lubrizol Corporation

EMPLOYER: The Lubrizol Corporation

PROGRAM NUMBER: GRH-697587

PROGRAM EFFECTIVE DATE: January 1, 2020

**THE SALARY CONTINUATION PROGRAM
DESCRIBED IN THE FOLLOWING PAGES
IS SPONSORED BY THE EMPLOYER.**

**THE EMPLOYER IS SOLELY RESPONSIBLE
FOR PAYMENT OF SOME PERCENTAGE OF
A DISABLED EMPLOYEE'S SALARY
ACCORDING TO THE TERMS AND CONDITIONS
OF THIS PROGRAM DESCRIPTION.**

**SEE THE SCHEDULE SECTION OF THIS PROGRAM
DESCRIPTION FOR THE PERCENTAGE OF SALARY TO
BE CONTINUED AND THE MAXIMUM DURATION
OF TIME SALARY WILL BE CONTINUED.**

**THIS PROGRAM OF SALARY CONTINUATION
IS NOT AN EMPLOYEE WELFARE BENEFIT
PROGRAM, AS DEFINED BY THE EMPLOYEE
RETIREMENT INCOME SECURITY ACT (ERISA).**

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SCHEDULE OF BENEFITS

This Program provides short term continuation of some percentage of an eligible Employee's Weekly Earnings if the employee becomes Disabled from a covered accident, sickness, or pregnancy. Payments are made from the Employer's payroll account or general assets.

Program's Cost:

You do not contribute towards the program's cost.

Eligible Class(es) For Coverage:

All Full-time and Part-time Active Employees who are not covered by a collective bargaining agreement who are working 20 or more hours per week or who are participating in a Phase-In Retirement Plan working at least 8 hours per week and who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal employees.

Eligibility Waiting Period for Coverage:

None

Benefits Commence:

- 1) for Disability caused by Injury: on the 8th consecutive day of Total Disability;
- 2) for Disability caused by Sickness: on the 8th consecutive day of Total Disability.

Salary Continuation Amount:

100% of Your Pre-disability Earnings, reduced by Other Income Benefits.

Maximum Duration of Benefits:

- 1) 180 days (7 calendar days waiting period, 173 days paid) if caused by injury; or
- 2) 180 days (7 calendar days waiting period, 173 days paid) if caused by sickness.

ELIGIBILITY AND ENROLLMENT

Eligible Persons: *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Benefits will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on the later of:

- 1) the short term disability Program Effective Date; or
- 2) Your date of hire.

Enrollment: *How do I enroll for coverage?*

All eligible Active Employees will be enrolled automatically by Lubrizol.

PERIOD OF COVERAGE

Effective Date: *When does my coverage start?*

Your coverage will start on the date You become eligible.

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*

If You are absent from work due to:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or

5) pregnancy;
on the date Your coverage, or increase in coverage, would otherwise have become effective, Your coverage, or increase in coverage will not become effective until You are Actively at Work one full day.

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date the short term disability Program terminates;
- 2) the date Your employment terminates; or
- 3) the date You cease to be a Full-time or Part-time Active Employee or an employee participating in a Phase-In Retirement Program in an eligible class for any reason; unless continued in accordance with one of the Continuation Provisions.

Continuation Provisions: *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- 1) is subject to any reductions in the short term disability Program; and
- 2) terminates if:
 - a) the short term disability Program terminates; or
 - b) coverage for Your class terminates.

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

Leave of Absence: If You are on a documented leave of absence, other than Family or Medical Leave, Your coverage may be continued for 90 day(s) after the month the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Family Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to 12 weeks. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Coverage while Disabled: *Does my coverage continue while I am Disabled and no longer an Active Employee?*

If You are Disabled and You cease to be an Active Employee, Your coverage will be continued:

- 1) while You remain Disabled; and
- 2) until the end of the period for which You are entitled to receive short term disability benefits.

After short term disability benefit payments have ceased, Your coverage will be reinstated, provided:

- 1) You return to work for one full day as an Active Employee in an eligible class; and
- 2) the short term disability Program remains in force.

BENEFITS

Disability Benefit: *What are my Disability Benefits under the short term disability Program?*

If, while covered under this Benefit, You:

- 1) become Totally Disabled;
- 2) remain Totally Disabled; and
- 3) submit Proof of Loss to the Claims Evaluator;

The short term disability Program will pay the Weekly Benefit.

The amount of any Weekly Benefit payable will be reduced by:

- 1) the total amount of all Other Income Benefits, including any amount for which You could collect but did not apply; and
- 2) any income received from Lubrizol for the period You are Totally Disabled.

Partial Week Payment: *How is a benefit calculated for a period of less than a week?*

If a Weekly Benefit is payable for less than a week, the short term disability Program will pay 1/7 of the Weekly Benefit for each day You were Disabled.

Recurrent Disability: *What happens to my benefits if I return to work as an Active Employee and then become Disabled again?*

When Your return to work as an Active Employee is followed by a Disability, and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within 30 consecutive calendar days of the return to work;

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided the short term disability Program remains in force.

If You return to work as an Active Employee for 30 consecutive days or more, any recurrence of a Disability will be treated as a new Disability.

Period of Disability means a continuous length of time during which You are Disabled under the short term disability Program.

Multiple Causes: *How long will benefits be paid if a period of Disability is extended by another cause?*

If a period of Disability is extended by a new cause while short term disability amounts are payable, short term disability amounts payable will continue while You remain Disabled, subject to the following:

- 1) short term disability amounts payable will not continue beyond the end of the original Maximum Duration of Benefits; and
- 2) any Exclusions will apply to the new cause of Disability.

Termination of Payment: *When will my benefit payments end?*

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Disabled;
- 2) the date You fail to furnish Proof of Loss;
- 3) the date You are no longer under the Regular Care of a Physician;
- 4) the date You refuse the Claims Evaluator's request that You submit to an examination by a Physician or other qualified medical professional;
- 5) the date of Your death;
- 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
- 7) the last day benefits are payable according to the Maximum Duration of Benefits;
- 8) the date Your Current Weekly Earnings exceed 80% of Your Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation; or
- 9) the date no further benefits are payable under any provision in the short term disability Program that limits benefit duration.

Disabled and Working Benefits: *How are benefits paid when I am Disabled and Working?*

If, while covered under this benefit, You are Disabled and Working, as defined, and payments under the Total Disability benefit under The Program have begun, the Claims Evaluator will use the following calculation to determine Your short term disability Amount:

$$\text{Short Term Disability Amount} = \frac{(A - B) \times C}{A}$$

Where

A = Your Weekly Pre-disability Earnings.

B = Your Current Weekly Earnings.

C = the short term disability Amount payable if You were Totally Disabled.

EXCLUSIONS AND LIMITATIONS

Exclusions: *What Disabilities are not covered?*

The short term disability Program does not cover, and will not pay a benefit for any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war (declared or not);
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation; or
- 5) caused or contributed to by an intentionally self inflicted Injury.

If You are receiving or are eligible for benefits for a Disability under a prior short term disability Program that:

- 1) was sponsored by the Employer; and
- 2) was terminated before the Effective Date of the Program;

no benefits will be payable for the Disability under the Program.

GENERAL PROVISIONS

Claims Evaluator: *What is the role of the Claims Evaluator?*

The Claims Evaluator is delegated the duties of Lubrizol to determine benefits payable according to the terms and conditions of the short term disability Program.

Employer Role: *What is the role of the Lubrizol in the Claims process?*

Lubrizol is responsible for providing short term disability income due, according to the terms and conditions of the short term disability Program.

Lubrizol's responsibilities also include, but are not limited to:

- 1) deciding appeals of claims which were initially denied by the Claims Evaluator; and
- 2) making final determinations regarding eligibility for coverage.

Notice of Claim: *When should the Claims Evaluator be notified of a claim?*

You, your supervisor or your physician must give the Claims Evaluator notice of a claim within 30 days before Disability starts. If notice cannot be given within that time, it must be given as soon as possible. Such notice must include your name, your address and Lubrizol's name.

Claim Forms: *Are special forms required to file a claim?*

Proof of loss is typically provided by telephone; however, if forms are required, they will be sent to You for providing Proof of Loss within 15 days after the Claims Evaluator receives a notice of claim.

Proof of Loss: *What is Proof of Loss?*

Proof of Loss may include but is not limited to the following:

- 1) documentation of:
 - a) the date Your Disability began;
 - b) the cause of Your Disability;
 - c) the prognosis of Your Disability;
 - d) Your Pre-disability Earnings, Current Weekly Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and
 - e) evidence that You are under the Regular Care of a Physician;
- 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 3) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 4) Your signed authorization for the Claims Evaluator to obtain and release:
 - a) medical, employment and financial information; and
 - b) any other information the Claims Evaluator may reasonably require;
- 5) Your signed statement identifying all Other Income Benefits; and
- 6) proof that You and Your dependents have applied for all Other Income Benefits which are available.

You will not be required to claim any retirement benefits which You may only get on a reduced basis. All proof submitted must be satisfactory to the Claims Evaluator.

Additional Proof of Loss: *What additional proof of loss is the Claims Evaluator entitled to?*

To assist the Claims Evaluator in determining if You are Disabled, or to determine if You meet any other term or condition of the short term disability Program, the Claims Evaluator has the right to require You to:

- 1) meet and interview with the Claims Evaluator; and
- 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of the Claims Evaluator's choice.

Any such interview, meeting or examination will be:

- 3) at the Claims Evaluator's expense; and
- 4) as reasonably required by the Claims Evaluator.

Your Additional Proof of Loss must be satisfactory to the Claims Evaluator. Unless the Claims Evaluator determines You have a valid reason for refusal, the Claims Evaluator may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by the Claims Evaluator.

Sending Proof of Loss: *When must proof of Loss be given?*

Written Proof of Loss must be sent to the Claims Evaluator within 90 day(s) after the start of the period for which the Claims Evaluator is liable for payment. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than 1 year after it is due, unless You are not legally competent.

The Claims Evaluator may request Proof of Loss throughout Your Disability. In such cases, the Claims Evaluator must receive the proof within 30 day(s) of the request.

Claim Payment: *When are benefit payments issued?*

When the Claims Evaluator determines that You:

- 1) are Disabled; and
- 2) eligible to receive benefits;

accrued benefits will be paid in accordance with Lubrizol's payment schedule. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Loss satisfactory to the Claims Evaluator is received.

Claims to be Paid: *To whom will benefits for my claim be paid?*

You will receive your short term disability Program payments through your bi-weekly pay, directly from Lubrizol. Wages payable upon death vary by state and will be processed according to state requirements.

Claim Denial: *What notification will I receive if my claim is denied?*

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the short term disability Program provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

Claim Appeal: *What recourse do I have if my claim is denied?*

On any claim, You or Your representative may appeal to the Claims Evaluator for a full and fair review. To do so You:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires the Claims Evaluator to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require the Claims Evaluator to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to Your claim; and
- 3) may submit written comments, documents, records and other information relating to Your claim.

We will respond to You in writing with the final decision on the claim.

Social Security: *When must I apply for Social Security Benefits?*

Lubrizol may require that You apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within 45 days from the date of the request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

Benefit Estimates: *How does Lubrizol estimate Disability benefits under the United States Social Security Act?*

Lubrizol reserves the right to reduce Your Weekly Benefit by estimating the Social Security disability benefits You or Your spouse and children may be eligible to receive.

When Lubrizol determines that You or Your Dependent may be eligible for benefits, Lubrizol may estimate the amount of these benefits. Lubrizol may reduce Your Weekly Benefit by the estimated amount.

Your Weekly Benefit will not be reduced by estimated Social Security disability benefits if:

- 1) You apply for Social Security disability benefits and pursue all required appeals in accordance with the Social Security provision; and
- 2) You have signed a form authorizing the Social Security Administration to release information about awards directly to Lubrizol.

If Lubrizol has reduced Your Weekly Benefit by an estimated amount and:

- 1) You or Your Dependent are later awarded Social Security disability benefits, Lubrizol will adjust Your Weekly Benefit when Lubrizol receives proof of the amount awarded, and determine if it was higher or lower than Lubrizol estimates; or
- 2) Your application for Social Security disability benefits has been denied, Lubrizol will adjust Your Weekly Benefit when You provide Lubrizol proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If Your Social Security benefits were lower than Lubrizol estimated, and Lubrizol owes You a refund, Lubrizol will make such refund in a lump sum. If Your Social Security Benefits were higher than Lubrizol estimated, and If Your Weekly Benefit has been overpaid, You must make a lump sum refund to Lubrizol equal to all overpayments, in accordance with the Overpayment Recovery provision

Subrogation: *What are Lubrizol's subrogation rights?*

If You:

- 1) suffer a Disability because of the act or omission of a Third Party;
 - 2) become entitled to and are paid benefits under the short term disability Program in compensation for lost wages; and
 - 3) do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;
- then Lubrizol will be subrogated to any rights You may have against the Third Party and may, at its option, bring legal action against the Third Party to recover any payments made by the short term disability Program and in connection with the Disability.

Third Party as used in this provision means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under the short term disability Program.

Legal Actions: *When can legal action be taken against Lubrizol?*

Legal action cannot be taken against Lubrizol:

- 1) sooner than 60 days after the date proof of loss is furnished; or
- 2) more than 3 years after the date Proof of Loss is required to be furnished according to the terms of the short term disability Program.

Misstatements: *What happens if facts are misstated?*

If material facts about You were not stated accurately, the true facts will be used to determine if, and for what amount, coverage should have been in force.

DEFINITIONS

Actively at Work means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:

- 1) in the usual way; and
- 2) for Your usual number of hours.

You will be considered Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.

Active Employee means an employee who works for Lubrizol on a regular basis in the usual course of the Lubrizol's business. This must be at least the number of hours shown in the Schedule of Benefits.

Claims Evaluator means Hartford Life and Accident Insurance Company.

Current Weekly Earnings are your bi-weekly earnings immediately prior to the first date on you were unable to work due to your disability. If you are a salaried employee, Basic Earnings are your bi-weekly base salary. If you are an hourly employee, Basic Earnings are your normal hourly rate (excluding premium pay or shift differentials), multiplied by the number of hours which you are normally scheduled during a bi-weekly payroll period, or if your hours are variable, the average number of hours worked by you during a bi-weekly payroll period during the 12-month period (or the your period of employment, if shorter) preceding the first date that you were unable to work because of your disability.

Disabled and Working means that You are prevented by:

- 1) Injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy

from performing some, but not all of the Essential Duties of Your Occupation, are working on a part-time or limited duty basis, and as a result, Your Current Weekly Earnings are more than 20%, but are less than or equal to 80% of Your Pre-disability Earnings.

Disability or Disabled means Total Disability or Disabled and Working Disability.

Essential Duty means a duty that:

- 1) is substantial, not incidental;
- 2) is fundamental or inherent to the occupation; and
- 3) cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty.

Injury means bodily injury resulting:

- 1) directly from accident; and
- 2) independently of all other causes;

which occurs while You are covered under the short term disability Program. However, an Injury will be considered a Sickness if Your Disability begins more than 30 days after the date of the accident.

Mental Illness means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of the short term disability Program, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- 1) Mental Retardation;
- 2) Pervasive Developmental Disorders;
- 3) Motor Skills Disorder;
- 4) Substance-Related Disorders;
- 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- 6) Narcolepsy and Sleep Disorders related to a General Medical Condition.

Other Income Benefits means income from the sources listed below will reduce the benefits payable to you from the short term disability Program, dollar for dollar. You should promptly report receipt of income benefits from any other source to Lubrizol, as Lubrizol or its affiliate has the right to recover any overpayment of short-term disability benefits either directly from you or by deduction from your future biweekly income benefit payments.

- 1) Social Security, Workers' Compensation, Unemployment Compensation, and wage replacement benefits;
- 2) Disability or unemployment benefits provided under any other group arrangement or coverage (whether on an insured or uninsured basis) unless provided by Lubrizol or its affiliate;
- 3) Pension benefits and any applicable settlements, including any retroactive lump sum applicable settlements.

The short term disability Program does not count any disability income benefits payable under individual disability policy or any other individual policy which provides income benefits which you have purchased.

Physician means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that the Claims Evaluator recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not Related to You by blood or marriage.

Pre-disability Earnings means Your regular bi-weekly rate of pay, not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation in effect on the last day You were Actively at Work before You became Disabled.

Program means the salary continuation (short term disability) program maintained by the Employer, according to the terms and conditions stated in this Program description.

Regular Care of a Physician means that You are being treated by a Physician:

- 1) whose medical training and clinical experience are suitable to treat Your disabling condition; and
- 2) whose treatment is:
 - a) consistent with the diagnosis of the disabling condition;
 - b) according to guidelines established by medical, research, and rehabilitative organizations; and
 - c) administered as often as needed;to achieve the maximum medical improvement.

Related means Your spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

Sickness means a Disability which is:

- 1) caused or contributed to by:
 - a) any condition, illness, disease or disorder of the body;
 - b) any infection, except a pus-forming infection of an accidental cut or wound or bacterial infection resulting from an accidental ingestion of a contaminated substance;
 - c) hernia of any type unless it is the immediate result of an accidental Injury covered by the short term disability Program; or
 - d) pregnancy;
- 2) caused or contributed to by any medical or surgical treatment for a condition shown in item 1) above.

Substance Abuse means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

- 1) impairments in social and/or occupational functioning;
- 2) debilitating physical condition;
- 3) inability to abstain from or reduce consumption of the substance; or
- 4) the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

Total Disability or Totally Disabled means that You are prevented by:

- 1) Injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

from performing the Essential Duties of Your Occupation, and as a result, You are earning less than 20% of Your Pre-disability Earnings.

Your Occupation means the specific job You are performing for your specific employer or at your specific location.

You or Your means the person to whom this Program is issued.