



# Your Summary Plan Description

## Retiree Health Reimbursement Benefit

*This Summary Plan Description is a general overview and summary of the provisions of the Whirlpool Retiree Health Reimbursement Benefit under the Whirlpool Corporation Group Benefit Plan for Retirees. If any conflicts exist between any summary and the plan documents, the plan documents will govern. Whirlpool Corporation reserves the right to change or end the plan or any benefit hereunder at any time and for any group of participants.*

*The effective date of this summary is January 1, 2017.*

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# Table of Contents

How to Use this Document.....	4
Information about Defined Terms.....	4
Overview.....	4
What am I eligible for? .....	4
<b><u>RETIREE HEALTHY CREDITS</u></b> .....	<b>5</b>
What are Retiree Healthy Credits?.....	5
Who is eligible for RHCs?.....	5
How did I earn RHCs? .....	5
How many RHCs did I earn a year?.....	5
Do RHCs earn interest?.....	5
Did my spouse earn RHCs? .....	5
What happened to my RHCs if I terminated employment before attaining age 55 and completing 10 years of continuous service? .....	5
How do I use my RHCs? .....	6
How do I get reimbursed from my RHCs? .....	6
Who do I contact if I have questions regarding my RHCs?.....	6
<b><u>RETIREE HEALTHCARE SAVINGS ACCOUNT</u></b> .....	<b>7</b>
What is an RHSA? .....	7
What credits were applied to the RHSA? .....	7
Do RHSAs earn interest?.....	7
Does my spouse have an RHSA?.....	7
What happens to my RHSA balance if I terminated employment before attaining age 55 and completing 10 years of continuous service?.....	8
How do I use my RHSA?.....	8
How do I get reimbursed from my RHSA?.....	8
<b><u>TRANSITION FROM RHSA TO RHCS</u></b> .....	<b>9</b>
Additional Retiree Reimbursement Benefit guidelines .....	9
<b><u>GENERAL PROVISIONS</u></b> .....	<b>10</b>
Federal Tax Credits .....	10
Eligibility Verification.....	10

Request for Review.....	10
Overpayments .....	11
<b><u>GENERAL INFORMATION</u></b> .....	<b>12</b>
Name of Plan .....	12
Name, Address and Telephone Number of Plan Sponsor:.....	12
Employer Identification Number (EIN): .....	12
IRS Plan Number:.....	12
Type of Plan .....	12
Name, Business Address and Business Telephone Number of Plan Administrator .....	12
Type of Administration of the Plan .....	12
Person Designated as Agent for Service of Legal Process .....	12
Source of Contributions under the Plan .....	12
Date of the End of the Year for Purposes of Maintaining Plan’s Fiscal Records .....	12
Plan Amendment and Termination .....	12
<b><u>STATEMENT OF ERISA RIGHTS</u></b> .....	<b>13</b>
Receive Information about Your Plan and Benefits .....	13
Continue Group Health Plan Coverage.....	13
Prudent Actions by Plan Fiduciaries .....	13
Enforce Your Rights .....	14
Assistance with Your Questions .....	14
<b><u>HIPAA PRIVACY</u></b> .....	<b>14</b>

## How to Use this Document

We encourage you to read this Summary Plan Description (“SPD”) carefully and to keep it in a safe place for your future reference.

## Information about Defined Terms

Because this SPD is a legal document, we want to give you information about terms in the document that will help you to understand it. When we use the words “we,” “us” and “our” in this SPD, we are referring to Whirlpool Corporation. When we use the words “you” and “your,” we are referring to people who are eligible for the Retiree Health Reimbursement Benefit. The Retiree Health Reimbursement Benefit is a component part of a larger plan known as the Whirlpool Corporation Group Benefit Plan for Retirees. When we use the word “Plan” we are referring to this larger Plan.

## Overview

Effective January 1, 2017, you will have the opportunity to choose from a wide range of medical plans through the health insurance marketplaces. Willis Towers Watson’s OneExchange (“OneExchange”) will administer any reimbursements you receive from Whirlpool under the Retiree Health Reimbursement Benefit to help you

pay for medical and prescription drug insurance premiums.

OneExchange is a team of professional, experienced benefit advisors and customer service representatives who will provide personalized support to you and your covered family members.

The Retiree Health Reimbursement Benefit component of the Plan is intended to qualify as a self-insured medical reimbursement plan for purposes of Section 105 of the Internal Revenue Code (“Code”). The Plan is intended to be exempt from the Affordable Care Act as a separate “retiree-only” plan pursuant to Employee Retirement Income Security Act of 1974 (“ERISA”) Section 732(a) and Code Section 9831(a)(2).

## What am I eligible for?

Whirlpool’s Retiree Health Reimbursement Benefit has changed through the years to keep up with the changing health insurance market. Your Retiree Health Reimbursement Benefit depends on your employee classification and your retirement date:

- **Retiree Healthy Credits (“RHCs”):** If you are an eligible employee and you retire from Whirlpool **on or after**

**January 1, 2017**, you are eligible for RHCs.

- **Retiree Healthcare Savings Account (“RHSA”):** If you were an eligible employee and you retired from Whirlpool **before January 1, 2017**, you may be eligible for the RHSA.

**Note:** Admiral executives, Hoover hourly retirees and Newton class of 89 retirees are not eligible for benefits under this SPD, but may be eligible for retiree benefits under another Whirlpool-sponsored plan.

Collectively, we refer to the RHCs and RHSA as your Retiree Health Reimbursement Benefit or your account.

Reimbursements from your Retiree Health Reimbursement Benefit are generally exempt from the participant’s taxable income.

## **Retiree Healthy Credits**

### **What are Retiree Healthy Credits?**

RHCs were established by Whirlpool to help eligible employees who retire on or after January 1, 2017 pay for retiree healthcare premiums. RHCs can be used to reimburse premiums for retiree medical and/or prescription drug coverage.

### **Who is eligible for RHCs?**

If you were actively employed by Whirlpool on or after January 1, 2016 you were eligible to earn RHCs after you turned age 50.

**Note:** Amana hourly employees who were actively employed on September 26, 2015 and over age 50 were credited with an RHC opening balance representing 4 credits for every year of service over the age of 50.

### **How did I earn RHCs?**

Once you were age 50 or older, you had the opportunity to earn RHCs each year as an active employee by doing the same wellness activities you did to earn incentives in the Rewards Plan or Savings Plan. So, if you met your annual health goals (BMI, blood sugar, blood pressure

and non-nicotine) for the Rewards Plan or Savings Plan, you also received RHCs for meeting those same goals.

Health goals are based on the annual goals set for earning incentives in the Rewards Plan or Savings Plan, which are subject to change annually. More information about the health goals can be found in your active medical plan summary plan description.

**Note:** Even if you were not a participant in the Rewards Plan or Savings Plan, you could have earned RHCs by submitting a self-report form to HealthSCOPE Benefits (available at [myHR.whirlpool.com](http://myHR.whirlpool.com)) and meeting the same annual biometric goals as someone enrolled in the Rewards Plan or Savings Plan.

### **How many RHCs did I earn a year?**

Starting at age 50 until you retired from Whirlpool, you earned 4 RHCs for each health goal you met each year, for a total of up to 16 RHCs per year. RHCs are currently valued at \$85 dollars each.

**Note:** Once you retire, you can no longer earn additional RHCs.

### **Do RHCs earn interest?**

No.

### **Did my spouse earn RHCs?**

If you, as an employee, were age 50 or older, your spouse, regardless of his or her age, could also earn RHCs by meeting his or her annual health goals (BMI, blood sugar, blood pressure and non-nicotine) for the Rewards Plan or Savings Plan.

Your “spouse” is the individual who qualifies as your spouse for Federal tax purposes.

**Note:** Even if your spouse was not a participant in the Rewards Plan or Savings Plan, your spouse could still earn RHCs by submitting a self-report form to HealthSCOPE Benefits (available on [myHR.whirlpool.com](http://myHR.whirlpool.com)) and meeting the same annual biometric goals as someone enrolled in the Rewards Plan or Savings Plan.

### **What happened to my RHCs if I terminated employment before attaining age 55 and completing 10 years of continuous service?**

You must be age 55 and have completed 10 years of continuous service as of your last day of work with Whirlpool to use your RHCs. Employees whose employment with Whirlpool terminated before meeting the age 55 and 10 years of service requirements forfeited their RHCs.

## How do I use my RHCs?

To use your RHCs, you must have:

- retired from Whirlpool on or after January 1, 2017;
- been at least age 55 and have at least 10 years of continuous service with Whirlpool at the time of your retirement;
- contacted OneExchange to discuss your options; and
- enrolled in a medical and/or prescription drug plan.

If you met the above requirements, each month Whirlpool will automatically “allocate” the value of either:

- 7 RHCs (\$595) if you are not yet Medicare eligible; or 1 RHC (\$85) if you are Medicare eligible; and
- If you are married, 7 RHCs (\$595) if your spouse is not yet Medicare eligible; or 1 RHC (\$85) if your spouse is Medicare eligible.

Once the value of an RHC is allocated to you, you may use it to reimburse yourself for your medical and/or prescription drug premiums. The value of allocated RHCs rolls over from month-to-month, so if you do not use the full allocated amount in one month, the unused allocated balance

will be automatically added to the additional allocated amount available for the next month. This will occur until your RHCs are exhausted.

While only you and your spouse were eligible to earn RHCs, you can use these credits to pay premiums for pre-Medicare family healthcare coverage.

The amount of your medical and/or prescription drug premiums will depend on the plan option(s) you select and may change from year to year, as healthcare costs fluctuate. You may reach OneExchange by calling 1-866-682-4823. Information is also available at [medicare.oneExchange.com/Whirlpool](http://medicare.oneExchange.com/Whirlpool).

## How do I get reimbursed from my RHCs?

You will pay the health insurance company who offers the plan you selected directly each month for your medical and/or prescription drug premiums. Once you’ve paid your premium, you must submit a claim reimbursement form and premium receipt to OneExchange. Claim reimbursement forms are available at [medicare.oneexchange.com/whirlpool](http://medicare.oneexchange.com/whirlpool) or by calling OneExchange at 1-866-682-4823. Once your claim is approved, OneExchange will reimburse you via a check or direct deposit as soon as

reasonably possible following the determination.

You must submit all claims to OneExchange at:

Willis Towers Watson’s OneExchange  
P.O. Box 981155  
El Paso, TX 79998-1155  
Fax: 855-321-2605

For your convenience, you may want to consider setting up a direct deposit for your reimbursements. You can also use a recurring reimbursement claim form to arrange for monthly reimbursement without the need to file a new claim each month. Please contact OneExchange for more information.

The amount of reimbursement will not be more than the current value of your RHCs.

## Who do I contact if I have questions regarding my RHCs?

If you need any additional information about RHCs, or would like to request an estimate of your RHC balance, you may contact OneExchange at [medicare.oneexchange.com/whirlpool](http://medicare.oneexchange.com/whirlpool) or by calling OneExchange at 1-866-682-4823.

## **Retiree Healthcare Savings Account**

If you were with Whirlpool before 2009, you may have some funds available through an RHSA. Due to changes in the health insurance marketplace, Whirlpool stopped making contributions to this account, but did not remove your RHSA balance.

### **What is an RHSA?**

If you retired prior to **January 1, 2017**, any RHSA balance will remain available for use. If you retire in 2017 or later, your RHSA will be converted to RHCs.

For the RHSA eligibility rules, please see your prior RHSA summary plan description.

### **What credits were applied to the RHSA?**

On the last day of each plan year, Whirlpool credited each eligible employee's RHSA with \$2,000 per year (\$1,800 per year in the case of Newton Hourly Employees and Evansville Employees), beginning in the year each employee became eligible for the RHSA credit, as described in the prior RHSA summary plan description.

Annual credits continued under the RHSA program until the earlier of January 1, 2009 or until the employee retired (credits were provided in full during the year in which the employee retired); provided, however, that credits for employees who had not yet retired continued as follows for the groups noted:

- Credits for Evansville Employees continued through June 25, 2010.
- Credits for Fort Smith Production employees represented by the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 370 AFL-CIO continued through October 1, 2012.
- Credits for Newton Employees continued through December 31, 2015.

### **Do RHSAs earn interest?**

RHSAs earned interest credits at the end of each year. If you retired prior to 2017, interest credits continue to accrue on your RHSA after retirement until your RHSA balance is exhausted by premium payments.

Interest credits are based on the 30-year Treasury rate for November of the prior year.

### **Does my spouse have an RHSA?**

If you were eligible for an RHSA, were married on the date you retire from Whirlpool, and had an RHSA balance at the time of your retirement, your spouse received an RHSA valued at 50% of the total value of your RHSA on your retirement date. If you were not married on the date you retired, no RHSA for spouse coverage will be made available. If both you and your spouse worked for Whirlpool, you each have an RHSA as an employee. Neither of you will have a spousal RHSA.

For purposes of the RHSA, your spouse is the individual who qualifies as your spouse for Federal tax purposes.

### **What is an RHRA?**

The RHRA stipend was established by Whirlpool to help eligible employees pay for retiree healthcare premiums who retired before January 1, 2004 after turning age 55 and having 10 years of service.

Whirlpool automatically allocates \$85 per month (or \$595 per month for those not yet eligible for Medicare) for retirees who are eligible for the RHRA, and if married, for the retiree's spouse. This continues until the retiree (or spouse) are no longer enrolled in a medical and/or prescription drug plan or until the retiree's (or spouse's) death.

Those retirees eligible for an RHRA stipend, will remain eligible. The following information in this SPD is not applicable to RHRA retirees. If you are a RHRA retiree, please refer to your prior RHRA summary plan description for complete details on your RHRA, including eligibility, how to get reimbursed from your RHRA and additional RHRA guidelines. Please note, however, after January 1, 2017, your RHRA can only be used to reimburse medical and/or prescription drug premiums. Your RHRA can no longer be used to reimburse other medical expenses.

### **What happens to my RHSA balance if I terminated employment before attaining age 55 and completing 10 years of continuous service?**

You must be age 55 and have completed 10 years of continuous service as of your last day of work with Whirlpool to use the balance in your RHSA. Employees whose employment with Whirlpool terminated before meeting the age 55 and 10 years of service requirements forfeited the RHSA.

### **How do I use my RHSA?**

To use your RHSA, you must have:

- retired from Whirlpool before January 1, 2017;
- been at least age 55 and have at least 10 years of continuous service with Whirlpool at the time of your retirement;
- contacted OneExchange to discuss your options; and
- enrolled in a medical and/or prescription drug plan.

If you met the above requirements, each month Whirlpool will automatically "allocate" the value of either:

- \$595 if you are not yet Medicare eligible; or \$85 if you are Medicare eligible; and
- If you are married, \$595 if your spouse is not yet Medicare eligible; or \$85 if your spouse is Medicare eligible.

Once the value of RHSA funds are allocated to you, you may use it to reimburse your medical and/or prescription drug premiums.

The value of allocated RHSA funds roll over from month-to-month, so if you do not use the full allocated amount in one month, the unused allocated balance will be automatically added to the additional allocated amount the next month. This will occur until your RHSA is depleted.

The amount of your medical and/or prescription drug premiums will depend on the plan option(s) you select and may change from year to year, as healthcare costs fluctuate. You may reach OneExchange by calling 1-866-682-4823. Information is also available at [medicare.oneExchange.com/Whirlpool](http://medicare.oneExchange.com/Whirlpool).

### **How do I get reimbursed from my RHSA?**

The reimbursement process works exactly the same as for RHCs. Please see the **How**



do I get reimbursed from my RHCs?  
section above.

## Transition from RHSA to RHCs

If you have an RHSA and you retire after age 55 with 10 years of continuous service with Whirlpool:

- **Retire Before 2016:** Your RHSA will be available to use at retirement.
- **In 2016:** Any RHCs you earn in 2016 will be added to your RHSA to use during retirement. The total number of RHCs you earn in 2016 will be multiplied by \$85 (the value of each RHC), and then that amount will be added to your RHSA balance.
- **After December 31, 2016:** The value of your RHSA will be converted into RHCs on January 1, 2017. To convert your RHSA to RHCs, your RHSA balance will be divided by \$85 (the value of each RHC) and then rounded up to the nearest RHC to give you your new RHC balance. Any additional RHCs earned during 2016 and beyond will also be added to your new RHC balance.

## Additional Retiree Reimbursement Benefit guidelines

- Reimbursements end when the balance of your RHCs/RHSA is depleted.
- You can't contribute to your RHCs/RHSA.
- You can't combine your unallocated RHCs/RHSA account with your spouse's unallocated account; they are separate accounts. However, your allocated funds will be combined in a joint account that both you and your spouse can use to reimburse yourself for premiums.
- If you and your spouse are both Whirlpool employees at the time of retirement, you will each only be allowed to have your own RHCs/RHSA as an employee; neither of you may have a spousal RHC/RHSA. However, your allocated funds will be combined in a joint account that both you and your spouse can use for survivorship. You must notify OneExchange that your spouse is also a Whirlpool retiree and request a joint account to be set up.
- The RHSA apply only to employees who retired before January 1, 2017.

RHC credits apply only to employees who retire on or after January 1, 2017.

- The RHCs/RHSA are not portable; if you leave Whirlpool before reaching age 55 and completing 10 years of continuous service, you will forfeit the value of your RHCs/RHSA.
- Your RHCs/RHSA balance is **for you** and is forfeited if you die; your spousal RHCs/RHSA account is **only for your spouse at the time of your retirement** and is forfeited upon his or her death, divorce or your legal separation. However, any allocated funds available in your joint account will continue to be available until depleted. Any unallocated funds will be forfeited.
- There is no RHSA subsidy for dependent child coverage; you can access medical coverage for a dependent child, but you must pay the full cost.
- While only you and your spouse are eligible to earn RHCs, you can use RHCs to pay for premiums for pre-Medicare family healthcare coverage.

## **General Provisions**

### **Federal Tax Credits**

You may be able to take advantage of the Federal Tax Credits through the federal government that lowers your monthly cost of health insurance. Eligibility for these Tax Credits is based on both your household income and family size.

OneExchange can help you evaluate which is more cost effective for you — your Retiree Health Reimbursement Benefit, if available, or the Tax Credits available through the federal government.

If you have funds remaining through the Retiree Health Reimbursement Benefit and choose to use Credits instead, the funds in your Retiree Health Reimbursement Benefit will be held and will be available to you in the future if you stop using Tax Credits. You cannot use both Tax Credits and your Retiree Health Reimbursement Benefit in the same year, however, you can switch between them from one year to the next, depending on what is best for your financial situation.

### **Eligibility Verification**

You may make a claim as to your eligibility, participation or other rights under the Plan. You may also make a request for any

Plan benefits to which you may be entitled.

These requests should be made in writing to:

Whirlpool Benefits Center  
PO Box 5898  
Hopkins, MN 55343  
Phone: (888) 539-2372  
Fax: (844) 872-0761

The Whirlpool Benefits Center will make a decision on your claim in writing within 90 days (30 days for a claim for benefits) of the date your claim is received. This notification will include specific references to the pertinent Plan provisions on which the decision was based, and state that a review procedure is available. Under special circumstances, the Whirlpool Benefits Center may extend this 90-or 30-day period; you will be notified of the need for the extension and when the decision will be made.

### **Request for Review**

Under the provisions of the Plan, you are entitled to appeal the decision made by the Whirlpool Benefits Center to the Welfare Benefits Committee. If you wish to appeal this decision, your appeal must be made in writing and postmarked within 60 calendar days (180 calendar days for a

claim for benefits) from the date of written notification from the Whirlpool Benefits Center. If you have any additional documents or records that support your appeal, you should include them with your written appeal. This documentation may include the information provided to the Whirlpool Benefits Center or any other documents, records or information relevant to your claim. Relevant information includes documents or records relied upon, submitted, considered or generated (even if not relied upon), or that demonstrate compliance with administrative procedures or policies in order to make the benefit determination. These copies will be provided free of charge. All requests for information must be in writing. Telephone inquiries will not be considered as a claim for benefits or an appeal.

If you do not appeal the decision within 60 calendar days (180 calendar days for a claim for benefits) from the date of notification, it will be determined that you have accepted the decision.

If the Welfare Benefits Committee cannot make a decision because it requires additional information from you, the days that it is waiting for this information will not be taken into account for this 60- or 180-day period. In special circumstances, the Welfare Benefits Committee may

require an extension of this period by up to 60 days (or 15 days for a claim for benefits). If an extension is needed, you will be notified of the need for the extension and when the decision will be made.

Your written request for appeal should be mailed to:

The Welfare Benefits Committee  
c/o Director of Global Benefits  
Whirlpool Corporation  
Administrative Center  
2000 North M 63  
Mail Drop 2080  
Benton Harbor, MI 49022

If your claim is completely or partially denied either on the initial claim or on appeal, you will receive a written notice of the denial containing:

- The specific reason(s) for the denial and reference to the pertinent Plan provisions upon which the denial is based;
- In the case of the denial of an initial claim, a description of any additional material or information you need to perfect your claim and the reasons why such material or information is necessary;

- In the case of a denial of an initial claim, an explanation of the Plan's appeal procedures;
- In the case of a denial on appeal, a statement 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 the claim;
- For a claim for benefits, if an internal rule, guideline, protocol or similar criterion was relied on in making the decision, either a copy of that document, or a statement that such a document was relied upon and that a copy will be furnished (free of charge) upon request;
- For a claim for benefits, if the decision was based on medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the Plan's terms to your medical circumstances, or a statement that such an explanation will be provided free of charge upon request; and
- A statement concerning your right to bring a civil action under ERISA Section 502(a) following a denial on appeal.

The decision on appeal will be final and binding on participants, dependents and any other interested party. In no event will you or your covered eligible dependents be entitled to challenge a decision of the Plan Administrator in court or in any other administrative proceedings until the above claim and appeal procedures have concluded.

## **Overpayments**

If it is later determined that you received an overpayment or a payment was made in error, you will be required to refund the overpayment or erroneous reimbursement to your account.

If you do not refund the overpayment or erroneous payment, the Plan reserves the right to offset future reimbursement equal to the overpayment or erroneous payment. If all other attempts to recoup the overpayment/erroneous payment are unsuccessful, the Plan Administrator may consider the payment to be taxable income to you. In addition, if the Plan Administrator determines that you have submitted a fraudulent claim, the Plan Administrator may terminate your coverage under the Plan.

## **General Information**

### **Name of Plan**

Whirlpool Corporation Group Benefit Plan  
for Retirees

### **Name, Address and Telephone Number of Plan Sponsor:**

Whirlpool Corporation  
2000 North M-63  
Mail Drop 2804  
Benton Harbor, MI 49022  
269-923-5000

### **Employer Identification Number (EIN):**

38-1490038

### **IRS Plan Number:**

501

### **Type of Plan**

Health reimbursement arrangement

### **Name, Business Address and Business Telephone Number of Plan Administrator**

Welfare Benefits Committee  
Whirlpool Corporation  
2000 North M-63  
Mail Drop 2080  
Benton Harbor, MI 49022  
269-923-5000

### **Type of Administration of the Plan**

The Plan Administrator provides certain administrative services in connection with the Plan. The Plan Administrator may, from time to time in its sole discretion, contract with outside parties to arrange for the provision of other administrative services including claims processing services. This external administrator is referred to as the Claims Administrator. Claims may be appealed to the Welfare Benefits Committee.

The named fiduciary of the Plan is the Whirlpool Welfare Benefits Committee.

The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. The Plan Administrator may delegate one or more of its responsibilities to one or more committees.

### **Person Designated as Agent for Service of Legal Process**

Service of process may be made upon the Plan Administrator.

### **Source of Contributions under the Plan**

All benefits under the Plan are paid from Whirlpool's general assets. Participants do not contribute towards the cost or benefits under the Plan. Benefits are notional accounts and are not funded.

### **Date of the End of the Year for Purposes of Maintaining Plan's Fiscal Records**

Plan year is the twelve-month period ending December 31.

### **Plan Amendment and Termination**

Although Whirlpool currently intends to continue the Benefits provided by this Plan, Whirlpool reserves the right, at any time and for any reason or no reason at all, to change, amend, interpret, modify, withdraw or add benefits or terminate this Plan or this Summary Plan Description, in whole or in part and in its sole discretion, without prior notice to or approval by Plan participants and their beneficiaries. Any change or amendment to or termination of the Plan, its benefits or its terms and condition, in whole or in part, shall be made in a written amendment or in a written resolution, whether prospective or retroactive, to the Plan. The amendment or resolution is effective only when

approved by the body or person to whom such authority is formally granted by the terms of the Plan. No person or entity has any authority to make any oral changes or amendments to the Plan.

This plan is maintained in part pursuant to one or more collective bargaining agreements, and changes to benefits will be subject to the terms of such collective bargaining agreements, as applicable.

Benefits under the Plan are furnished in accordance with the Plan description issued by Whirlpool, including this Summary Plan Description.

Participant rights under the Employee Retirement Income Security Act of 1974 (ERISA) and the procedures to be followed in regard to denied claims or other complaints relating to the Plan are set forth in the body of this Summary Plan Description.

## **Statement of ERISA Rights**

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

- Receive information about your plan and benefits.

- Continue group health plan coverage.
- Prudent actions by plan fiduciaries.
- Enforce your rights.
- Assistance with your questions.

More information on each of these rights follows:

### **Receive Information about Your Plan and Benefits**

You have the right to examine, without charge, at the Plan Administrator's office and at other specified Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

You have the right to obtain, upon written request to the plan administrator, copies of documents governing the operation of the Plan, including insurance contracts, and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan descriptions. The Plan Administrator may make reasonable charge for copies.

You have the right to receive a summary of the Plan's annual financial report, if applicable. The Plan Administrator is required by law to furnish each participant with a copy of the summary annual report.

### **Continue Group Health Plan Coverage**

You have the right to continue health care coverage for yourself, your spouse or dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your Dependents may have to pay for such coverage. Review this Summary Plan Description and the documents governing the Plan or the rules governing your COBRA continuation coverage rights.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a

welfare benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

If your claim for a welfare benefit 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 rights summarized in this section. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for Benefits which is denied or ignored in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical

child support order, you may file suit in Federal court after all required reviews of your claim have been completed. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these cost and fees, for example, if it finds your claim is frivolous.

## **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, United States 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, NW, Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration.

## **HIPAA Privacy**

As a participant in the Plan, your "protected health information" is subject to safeguard under the privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA"). Under HIPAA, the Plan has adopted policies that restrict the use and disclosure of your protected health information. Generally, use and disclosure is limited to payment and health care operations functions and only the "minimum necessary" information may be disclosed.

This is only a brief summary of HIPAA. As a participant, you will receive or have received a "privacy notice" that describes the important uses and disclosures of protected health information and your rights under HIPAA. If you need a copy of this notice, you should contact the Plan Administrator.