

**GOODYEAR RETIREE VEBA
SUMMARY OF MATERIAL MODIFICATIONS
PLEASE INSERT THIS INTO THE PAGES OF YOUR SUMMARY PLAN
DESCRIPTION**

General. This is a Summary of Material Modifications (“SMM”) regarding the Retirees of The Goodyear Tire & Rubber Company Health Care Plan. This SMM supplements the Summary Plan Description (“SPD”) previously provided to you. You should retain this SMM with your copy of the SPD.

REIMBURSEMENT/SUBROGATION

Most group healthcare plans, including this Plan, contain provisions regarding subrogation which involve your responsibility to reimburse the Plan or Benefit Provider for monies paid by another source up to the amount paid under the Plan. The following describes how the Plan’s right of recovery/subrogation rules work.

REIMBURSEMENT

If you or your dependents, or the legal representative, estate or heirs of you or your dependents (sometimes collectively referred to in this section as the “Injured Participant”) recover damages, by settlement, court verdict or otherwise, for an injury, sickness or other condition; and if the Injured Participant has made, or in the future may make, such a recovery, including a recovery from any insurance carrier, the Plan will not cover either the reasonable value of the services to treat such an injury or illness or the treatment of such an injury or illness. These benefits are specifically excluded from coverage under the Plan. However, if the Plan does advance moneys or provide care for such an injury, sickness or other condition, the Injured Participant must promptly convey moneys or other property from any settlement, arbitration award, verdict or any insurance proceeds or monetary recovery from any party received by the Injured Participant (or by the legal representatives, estate or heirs of the Injured Participant), to the Plan for the reasonable value of the medical benefits advanced or provided by the Plan to the Injured Participant, regardless of whether or not [1] the Injured Participant has been fully compensated, or “made-whole” for his/her loss; [2] liability for payment is admitted by the Injured Participant or any other party; or [3] the recovery by the Injured Participant is itemized or called anything other than a recovery for medical expenses incurred.

If a recovery is made, the Plan has first priority in payment over the Injured Participant, or any other party, to receive reimbursement of the benefits advanced on the Injured Participant's behalf. This reimbursement shall be from any recovery made by the Injured Participant, and includes, but is not limited to, uninsured and underinsured motorist coverage, any no-fault insurance, medical payment coverage (auto, homeowners or otherwise), workers' compensation settlement, compromises or awards, other group insurance (including student plans), and direct recoveries from liable parties.

In order to secure the rights of the Plan, and because of the Plan's advancement of benefits, the Injured Participant [1] acknowledges that the Plan has first priority lien against the proceeds of any such settlement, arbitration award, verdict, or any other amounts received by the Injured Participant; and [2] assigns to the Plan any benefits the Injured Participant may have under any automobile policy or other coverage, to the extent of the Plan's claim for reimbursement. The Injured Participant is required to sign and deliver, at the request of the Plan or its agents, any documents needed to protect such priority or reimbursement right, or to effect such assignment of benefits. By accepting any benefits advanced by the Plan, the Injured Participant agrees that any proceeds of settlement or judgment, including an Injured Participant's claim to such proceeds held by another person, held by the Injured Participant or by another, are being held for the benefit of the Plan under the provisions of the Plan.

The Injured Participant is required to cooperate with the Plan and its agents, and sign and deliver such documents as the Plan or its agents reasonably request to protect the Plan's right of reimbursement, provide any relevant information, and take such actions as the Plan or its agents reasonably request to assist the Plan making a full recovery of the reasonable value of the benefits provided. The Injured Participant must not take any action that prejudices the Plan's rights of reimbursement and consents to the right of the Plan to impress an equitable lien or constructive trust on the proceeds of any settlement to enforce the Plan's rights, and/or to set off from any future benefits otherwise payable under the Plan the value of benefits advanced.

The Plan is responsible only for those legal fees and expenses to which it agrees in writing. No Injured Participant may incur any expenses on behalf of the Plan in pursuit of the Plan's rights of subrogation or reimbursement. Specifically, no court costs or attorney's fees may be deducted from the Plan's recovery without the express written consent of the Plan. Any so-called "Fund Doctrine" or "Common Fund Doctrine" or "Attorney's Fund Doctrine" shall not defeat this right.

In cases of occupational illness or injury, the Plan's recovery rights apply to all sums recovered, regardless of whether the illness or injury is deemed compensable under any workers' compensation or other coverage. Any award or compromise settlement, including any lump-sum settlement, shall be deemed to include the Plan's interest and the Plan shall be reimbursed in first priority from any such award or settlement.

The Plan may recover the full amount of benefits advanced and paid, without regard to any claim or fault on the part of any beneficiary or Injured Participant.

SUBROGATION

Subrogation applies when another party is, or may be considered, liable for an Injured Participant's injury, sickness or other condition (including insurance carriers who are so financially liable) and the Plan has advanced benefits to the Injured Participant. As explained below, subrogation means the Plan has the right to pursue a party who has injured an Injured Participant and that if the Injured Participant has recovered or does recover from the party responsible for the Injured Participant's injuries, the Plan may take from the Injured Participant's recovery all of the cost of the benefits which have been provided to the Injured Participant by the Plan.

In consideration for the advancement of benefits to the Injured Participant, the Plan is subrogated to all of the rights of the Injured Participant against any party liable for the Injured Participant's injury or illness, or is or may be liable for the payment for the medical treatment of the injury or occupational illness (including any insurance carrier), to the extent of the value of the medical benefits advanced to the Injured Participant under the Plan. The Plan may assert this right independently of the Injured Participant. This right includes, but is not limited to, the Injured Participant's rights under uninsured and underinsured motorist coverage, any no-fault insurance, medical payment coverage (auto, homeowners or otherwise), workers' compensation coverage, or other insurance, as well as the Injured Participant's rights under the Plan to bring an action to clarify his or her rights under the Plan. The Plan is not obligated in any way to pursue this right independently or on behalf of the Injured Participant, but may choose to pursue its rights to reimbursement under the Plan, at its sole discretion.

The Injured Participant is obligated to cooperate with the Plan and its agents in order to protect the Plan's subrogation rights. Cooperation means providing the Plan or its agents with any relevant information requested by them, signing and delivering such documents as the Plan or its agents reasonably request to secure the Plan's subrogation claim, and obtaining the consent of the Plan or its agents before releasing any party from liability for payment of medical expenses.

If the Injured Participant enters into litigation or settlement negotiations regarding the obligations of other parties, the Injured Participant must not prejudice, in any way, the subrogation rights of the Plan. If the Injured Participant fails to cooperate with the Plan, including executing any required documents then the Plan may set off from any future benefits otherwise payable under the Plan to the Injured Participant the value of all benefits advanced by the Plan and that have not

been recovered by the Plan. These rights of the Plan are in addition to any other remedies the Plan may have under the law.

The Plan's subrogation right is a first priority right and must be satisfied in full prior to payment of any other claim of the Injured Participant, regardless of whether the Injured Participant is fully compensated for his/her damages. The costs of legal representation of the Plan in matters related to subrogation shall be borne solely by the Plan. The costs of legal representation of the Injured Participant shall be borne solely by the Injured Participant.

DEPENDENT COVERAGE CHANGES

Effective January 1, 2012, the following changes in coverage for certain dependents shall apply:

- The Plan will no longer cover Foster Children, nor any other child who does not qualify for coverage under one of the categories listed in the chart below, i.e. Natural Children, Adopted Children, Step Children and children for which you are the Legal Guardian.
- Coverage for otherwise eligible Dependent Students will terminate on the last day of the month in which the student attains age 25. Under the current rules the limiting age was age 27.
- Children who are enrolled in the Plan as of 12/31/2011 and who will no longer qualify for coverage under the new rules will be allowed to continue coverage up to the earlier of (a) December 31, 2012, or (b) the date coverage would have terminated under the rules in effect on December 31, 2011. Coverage will then be terminated.

The VEBA Committee has clarified and adopted the following Dependent Children eligibility verification rules effective January 1, 2012.

Eligibility for Dependent Children under the following categories must be verified by submitting proof of financial dependency and full-time residence and other documentation as follows (the Plan may require annual submission of documentation where necessary)

Category	Financial Dependency	Full-time Residence	Required Documents
Natural Children under age 19	No	No	Birth Certificate
Adopted Children under age 19	No	No	Certificate of Adoption
Student Children** age 19 to 25	Yes	No	Birth Certificate/Certificate of Adoption, School verification of full-time enrollment, Federal tax return
Disabled Children** over age 19	Yes	No	Birth Certificate/Certificate of Adoption, Disability Forms, Federal tax return plus

			Child's tax return if employed
Other Covered Children Step Children Legal Guardianship	Yes	Yes*	Birth Certificate, Federal tax return, Affidavit of full-time residency and verification of child's home address. Legal Guardian Papers, Federal tax return and Affidavit of full-time residency and verification of child's home address.

* In the case of a divorce, the requirement for full-time residence with the Retiree may be waived if the divorce decree indicates that the Retiree is not responsible for physical custody. However the child must still be claimed on the Retiree's federal tax return to be eligible.

**includes adopted children.

Qualified Medical Child Support Orders (QMCSO): Any QMCSO pertaining to coverage for a dependent child must be submitted to the VEBA Office to determine if the QMCSO affects the child's eligibility for benefits under this Plan.