Marathon Petroleum Level Premium Life Insurance Plan

(Plan Closed to New Members)

Effective January 1, 2024



Table of Contents

I.	Introduction	1
II.	Plan Membership	1
III.	Coverage During Employment	2
IV.	Employee Contributions	2
V.	Exclusions	
VI.	Payment of Benefits	
VII.	Continuation of Coverage	4
VIII.	Termination of Active Coverage	5
IX.	Retiree Coverage, Conversion, and Portability	5
Χ.	Assignment of Benefits	6
XI.	Accelerated Benefit	6
XII.	MetLife Advantages	7
XIII.	Benefit Claim Procedure	
XIV.	Appeals of Denied Claims	
XV.	Administration	
XVI.	Further Information	
XVII.	Modification and Termination of the Plan	11
XVIII.	Participation by Associated Companies and Organizations	11
XIX.	Your Rights Under Federal Law	11
Apper	ndix A — MetLife Advantages	13

This document serves both as the plan document and the summary plan description for the Marathon Petroleum Level Premium Life Insurance Plan ("Plan"). To the extent not preempted by the Employee Retirement Income Security Act of 1974 (ERISA), the provisions of this instrument will be construed and governed by the laws of the State of Ohio.

I. Introduction

This Plan is closed to new participants. Prior to its closure, the Plan applied to certain employees of Marathon Petroleum LP and certain of its affiliates and it generally provides the same basic rights and features of the Marathon Oil Company Level Premium Plan that were in effect as of January 1, 2010 ("Predecessor Plan").

Life insurance is a means of providing a measure of financial protection to your beneficiaries in the event of your death. The Plan has no savings feature or accumulated cash value. If your coverage terminates for any reason, protection ceases and there are no refunds due.

II. Plan Membership

A. Active Employee

You are eligible to continue your membership in the Plan as an active employee if you are an employee member who has been continuously insured under the Predecessor Plan and this Plan from June 1, 1984 and who is classified as a Regular Full-time or Regular Part-time employee and have not elected other contributory life insurance offered by Marathon Petroleum Company LP. As noted above, the Plan is closed to new members.

Regular Full-time means you have a normal work schedule with the Company of at least 40 hours per week or at least 80 hours on a bi-weekly basis.

Regular Part-time means you are a non-supervisory employee who is employed to work on a part-time basis (minimum of 20 hours but less than 35 hours per week), and not on a time, special job completion, or call when needed basis.

In addition to the eligibility requirements above, you are not eligible for this Plan if you are:

- 1. A casual or common law employee;
- 2. A participant in another contributory life insurance plan offered by the Company;
- 3. An individual who has signed an agreement, or has otherwise agreed, to provide services to the Company as an independent contractor, regardless of the tax or other legal consequences of such an arrangement; or
- 4. A leased employee compensated through a leasing entity, whether or not you fall within the definition of "leased employee" as defined in Section 414(n) of the Internal Revenue Code.

B. Retired Employee Covered by Group Policy

Plan members who were retired as of December 31, 2021, and for whom their Plan benefit was transferred to the group term life insurance policy with Metropolitan Life Insurance Company ("MetLife") in 2021 (the "Group Policy") remain members of the Plan only for purposes of certain imputed income reporting purposes required under the Internal Revenue Code and for the classification of such individuals as "participants" for certain purposes under ERISA. The rights and benefits of such retired members are determined under and subject the terms and provisions of the Group Policy. Accordingly, the provisions of this document generally do not apply to such retired members, and the Plan provisions set forth in this document generally apply only to active employee members.

An active employee who retires will be converted to the group term life insurance policy established and maintained by MetLife.

III. Coverage During Employment

The amount of Level Premium Life Insurance payable upon your death will be equal to twice your Covered Compensation adjusted to the next higher \$100 if it is not already \$100. Your coverage and contributions for each calendar year will be based on Covered Compensation which is defined as the greater of your:

- A. Annual Gross Pay in the twelve-month period of time from October 1 to September 30, immediately prior to each Annual Enrollment Period, including pay with eligible Non-Participating Employers, with no adjustments applied for partial year earnings; or
- B. Annualized base rate of pay with the Company or eligible Non-Participating Employer, as of September 30, immediately prior to each Annual Enrollment Period.

Gross Pay as used in this Plan will mean the compensation paid to an employee by his or her employer under rules uniformly applicable to all employees similarly situated; however, bonuses, suggestion awards, military pay, travel pay, overseas premium portion of the foreign service premium, or other similar special payments will be excluded.

Gross pay will include employee contributions to the Marathon Petroleum Thrift Plan Pre-tax Account, premiums paid though the Marathon Petroleum 125 Plan, and contributions to the Marathon Petroleum spending accounts.

If at the time you switch from Regular Full-time to Regular Part-time employment you are eligible for retirement, you may continue the same coverage and contributions that were in effect immediately prior to changing your employment status to Regular Part-time.

IV. Employee Contributions

At the present time, your cost for the Level Premium Life Insurance protection is 1% of your Covered Compensation, as defined above in Article III above. The Company pays all costs of the Plan in excess of employee contributions.

V. Exclusions

There are no exclusions that apply to coverage under this Plan.

VI. Payment of Benefits

You should have previously designated a beneficiary to receive a benefit payable under this Plan, but you may change your beneficiary designation at any time.

Beneficiary designations and changes are made through the MetLife online beneficiary management system or by calling MetLife at 1-866-574-2864 to request a form during the hours of 8:00 a.m. to 11:00 p.m. (Eastern Time), Monday through Friday.

No beneficiary designation or change to a beneficiary designation will be effective until it has been received and approved by MetLife.

If using the online method to make or change a beneficiary designation, please follow these instructions:

- 1. Log on to <u>www.mybenefits.metlife.com</u> and enter **Marathon** in the Company Name field.
- 2. Click the "Next" button.
- 3. You will see the "Welcome to MyBenefits" page where you can register as a MyBenefits user **or** if you have already registered, enter your name and password.
- 4. Once you log into MyBenefits, select the "Group Life Insurance" link.
- 5. Across the top of the page, you will see Life Summary, Learn, Calculate, Beneficiaries, Common Questions, Contact Specialist.
- 6. Click on "Beneficiaries" and follow instructions to complete.

Once you have completed your sign-in, you will be able to make or change your beneficiary designation. Any beneficiary designation or change to an existing designation is effective immediately and you will receive an electronic notice to print for your records.

The amount of coverage upon your death will be paid to the last properly designated beneficiary according to MetLife's records. If there is no beneficiary designated or if your designated beneficiary is not surviving when a benefit becomes payable (upon your date of death), benefits will be paid by survivor class, in the following order to your:

- 1. Spouse/domestic partner;
- 2. Children (either natural born or adopted through a final adoption order issued by a court of competent jurisdiction prior to the date of the member's death) but specifically excluding step-children (acquired through marriage or certification of domestic partnership);
- 3. Parents:
- 4. Brothers and sisters; or
- 5. Executors or administrators of your estate.

Once a benefit claim is approved, if the benefit amount payable to the beneficiary is \$5,000 or more, the claim may be paid by the establishment of a Total Control Account or "TCA." MetLife will establish this interest-bearing account in the beneficiary's name, which provides immediate access to the entire amount of the insurance proceeds. The beneficiary may access the TCA balance at any time without charge or penalty, simply by writing drafts in an amount of \$250 or more.

MetLife will pay interest on the balance in the TCA from the date it is established, and the account provides for a guaranteed minimum rate. Please note the TCA is not a bank account and not a checking, savings, or money market account.

VII. Continuation of Coverage

As described below, during certain absences you may continue your Level Premium Life Insurance coverage by payment of your monthly contributions in advance of the period of coverage provided you do not become eligible to participate in a similar group plan as an employee of another employer. Advance contributions must be paid on or before the last day of each month and, at a minimum, must be in an amount equal to the premium for the following month's coverage plus any unpaid premium for coverage up to and including the due date. If such contributions are not paid in advance or you become eligible to participate in another employer's group plan, your coverage ceases at the end of the period for which contributions have been made.

Upon commencement of a leave of absence, your coverage and contribution amounts will be based on the amount of coverage in force immediately prior to the beginning of your leave. Coverage and contribution amounts thereafter will be calculated in the same manner as for active employees, as described in Article III above.

- A. If you are temporarily laid off, you may continue your coverage for up to three months by payment of your contributions in advance.
- B. If you are granted a Medical Leave, you may continue your coverage for up to two years. Any further extension must be approved by the Plan Administrator. As long as you are receiving sick benefits or vacation pay while on leave, your contributions will be deducted. If you are not receiving sick benefits, you may continue your coverage by payment of your contributions in advance.
- C. If you are on a Medical Leave while receiving LTD benefits, your coverage will be continued at no cost to you.
- D. If you are on an Educational Leave or Personal Leave, you may continue your coverage for up to two years by payment of your contributions in advance.
- E. If you are on Family Leave of 12 workweeks or less or a "Wounded Warrior" Family Leave of 26 workweeks or less, your coverage may be continued by payment of your contributions.

If the Company discontinues coverage as a result of your non-payment of premiums while you are on a Family Leave of 12 workweeks or less or a "Wounded Warrior" Family Leave of 26 workweeks or less, upon your return to work, benefits will be restored to at least the same level and terms as were provided when the Family Leave began, subject to any changes in benefit levels that may have taken place during the leave affecting the entire workforce, unless otherwise elected by the employee. Therefore, you will not be required to meet any qualification requirements such as a waiting period, a pre-existing condition exclusion, waiting for open enrollment or passing a medical exam.

F. If you are granted a Military Leave to perform service in the uniformed services, you may continue your coverage for up to two years provided the required monthly premiums are paid. If you choose not to retain coverage or if the Company discontinues Level Premium Life Insurance coverage as a result of your non-payment of premiums while you are on Military Leave, upon your return to work, your coverage will be restored to at least the same level and terms as were provided when your Military Leave began, subject to any changes in benefit levels that may have taken place during the Military Leave affecting the entire workforce, unless otherwise elected by you. Therefore, for purposes of this Plan, you will not be required to meet any qualification requirements such as a waiting period, a pre-existing condition exclusion, waiting for open enrollment or passing a medical examination.

For purposes of the Plan, the terms Educational Leave, Family Leave, Medical Leave, Military Leave, and Personal Leave are defined under the applicable Company leave policies for each type of leave.

VIII. Termination of Active Coverage

Coverage terminates with the following events:

- A. On the date you cease to be a Regular employee who works on a full-time basis or part-time basis;
- B. On the first day of the month following the month in which premium is due and not paid;
- C. As specified above in Article VII above; or
- D. When you retire.

Except when you are making pre-tax contributions through the Marathon Petroleum 125 Plan ("125 Plan"), you may elect to discontinue coverage at any time. In such case, coverage ceases on the date such written election is received by the Company or the date you request, whichever is later. If you are making 125 Plan contributions, you may discontinue coverage only in accordance with the provisions of the 125 Plan.

If at any time in the future, you waive coverage under the Plan, such waiver will be irrevocable and no further coverage as an active employee or retiree will be available from this Plan, unless you are on an FMLA covered leave or a Military Leave, as stated in Section VIII above.

IX. Retiree Coverage, Conversion, and Portability

Upon retirement, active employees will be converted to the group term life insurance policy maintained by MetLife. The rules regarding retiree coverage, including reduction of coverage, converting coverage, and porting coverage, are determined by MetLife and are set forth in the terms of the group term life insurance policy. These rules generally follow the prior terms of the Plan, including the reduction of coverage equally over 40 months to 25% of the amount of insurance in force immediately prior to retirement, but not less than \$2,000.

When reductions begin, you may apply for "Conversion" coverage or request "Portability" coverage on the amount of coverage that reduces each month. (You cannot convert and port the same type of coverage; you may only apply to do one or the other.)

Upon retirement, MetLife will administer the coverage and you will work directly with MetLife if you wish to port or convert your reduced coverage.

X. Assignment of Benefits

You may assign your life insurance under this Plan by completing and submitting the applicable form to the insurance company. No assignment will be in effect until a copy of the assignment is filed with the insurance company.

An assignment will transfer your interest and that of any beneficiary to the assignee. If you assign your life insurance, you irrevocably relinquish all ownership rights, including the right to change beneficiaries, increase coverage, decrease coverage and cancel coverage.

Once assigned, the assignee is given the right to make changes in the coverage. An assignee may make changes during the Company's annual enrollment period by providing a notarized statement that specifies the desired change in coverage, the insured's name, social security number or employee number and the assignee's name, address, telephone and social security number.

Any such assignment will remain in force until changed by the assignee. MetLife is not responsible for the validity or sufficiency of any assignment.

Since individual situations differ and tax laws are subject to change, the Company recommends you seek qualified tax advice before you assign any insurance.

XI. Accelerated Benefit

If you become terminally ill while insured under this Plan, you may elect to receive an "Accelerated Benefit" of up to 100% of your total amount of your Plan coverage in effect on the date MetLife receives satisfactory evidence that you are terminally ill, up to a maximum of \$1,000,000.

The Accelerated Benefit is available on a voluntary basis and your right to exercise this option is contingent on the following:

- 1. You request this election in writing;
- 2. You have not previously assigned your coverage;
- 3. Your physician must certify in writing that you are terminally ill and your life expectancy has been reduced to less than 12 months;
- 4. The physician's certification must be deemed satisfactory to the insurance company; and
- 5. You must be terminally ill at the time of payment of the Accelerated Benefit.

Premium payments on the remaining amount of your life insurance coverage will be waived.

An election to receive an Accelerated Benefit will have the following effect on other benefits:

- 1. The death benefit payable will be reduced by any amount of Accelerated Benefit that has been paid; and
- Any amount of life insurance that may be available under conversion or portability will be reduced by the amount of the Accelerated Benefit paid. Any remaining life insurance amount will be paid according to the terms of the Plan subject to any reduction and termination provisions.

Any Accelerated Benefit may be taxable. Neither the Company nor MetLife is responsible for any tax or other effects of any Accelerated Benefit or other benefit paid under the Plan. As with all tax matters, you should consult your personal tax advisor to assess the tax impact of any Accelerated Benefit.

XII. MetLife Advantages

Please refer to Appendix A for additional services that are part of the Plan.

XIII. Benefit Claim Procedure

To file a claim for benefits under the Plan, you or your beneficiary (or an authorized representative for you or your beneficiary, as provided for below) must contact the Plan Administrator. ("You" as used in the Plan's benefit claim and appeal procedures means you, your beneficiary, and any authorized representative as the context requires.) The Plan Administrator will assist you (or your survivor) with the claim filing process with MetLife.

MetLife will notify you of the claim determination within 90 days of the receipt of your claim. This period may be extended if such an extension is necessary due to matters beyond the control of the Plan. A written notice of the extension, the reason for the extension and the date by which the Plan expects to decide your claim, will be furnished to you within the initial 90-day period.

However, if a period of time is extended due to your failure to submit information necessary to decide the claim, the period for making the benefit determination by MetLife will be tolled (i.e., extended) for any period of time MetLife is waiting for a response from you. The tolled (extended) time runs from the date the notice explaining the need for additional information is sent to you to the date MetLife receives a response. After the response, MetLife has the benefit of extension.

If your claim for benefits is denied, in whole or in part, you will receive a written notice from MetLife of your denial. The notice will be written in a manner calculated to be understood by you and will include:

- 1. The specific reason(s) for the denial;
- 2. References to the specific Plan provisions on which the benefit determination was based;
- 3. A description of any additional material or information necessary for you to perfect a claim and an explanation of why such information is necessary;
- 4. A description of MetLife's appeals procedures and applicable time limits, including a statement of your right to bring a civil action under Section 502(a) of ERISA following your appeals; and
- 5. If an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon request.

Appointment of Authorized Representative

As noted above, an authorized representative may act on behalf of a claimant with respect to a benefit claim or appeal under the Plan's claim and appeal procedures. No person will be recognized as an authorized representative until the Plan receives an Appointment of Authorized Representative form signed by the claimant.

An Appointment of Authorized Representative form may be obtained from, and completed forms must be submitted to, the Marathon Petroleum Benefits Service Center, 539 S. Main Street, Findlay, OH 45840, 1-888-421-2199, or the appropriate claims administrator. The form is also available on http://www.myMPCbenefits.com.

Once an authorized representative is appointed, the Plan will direct all information, notification, etc. regarding the claim to the authorized representative. The claimant will be copied on all notification regarding decisions, unless the claimant provides specific written direction otherwise.

A representative who is appointed by a court or who is acting pursuant to a document recognized under applicable state law as granting the representative such authority to act, may act as a claimant's authorized representative without the need to complete the form, provided the Plan is provided with the legal documentation granting such authority.

A claimant may also need to sign an authorization form for the release of protected health information to the authorized representative.

XIV. Appeals of Denied Claims

If your claim for benefits is denied or if you do not receive a response to your claim within the appropriate time frame (in which case the claim for benefits is deemed to have been denied), you may appeal your denied claim in writing to MetLife within 60 days of the receipt of the written notice of denial or 60 days from the date such claim is deemed denied. You may submit with your appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

A full review of the information in the claim file and any new information submitted to support the appeal will be conducted by the MetLife, utilizing individuals not involved in the initial benefit determination. This review will not accord any deference to the initial benefit determination.

MetLife will make a determination on your claim appeal within 60 days of the receipt of your appeal request. This period may be extended if MetLife determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date that MetLife expects to render a decision will be furnished to you within the initial 60 day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled (extended) for any period of time MetLife is waiting for a response from you. The tolled (extended) time runs from the date the notice explaining the need for additional information is sent to you to the date MetLife receives a response. After the response, MetLife has the benefit of extension.

If the claim on appeal is denied in whole or in part, you will receive a written notification from MetLife of the denial. The notice will be written in a manner calculated to be understood by the applicant and will include:

- 1. The specific reason(s) for the adverse determination;
- 2. References to the specific Plan provisions on which the determination was based;
- 3. A statement that you are entitled to receive upon request and free of charge reasonable access to, and make copies of, all records, documents and other information relevant to your benefit claim upon request;
- 4. A description of MetLife's review procedures and applicable time limits;
- 5. A statement that you have the right to obtain upon request and free of charge, a copy of internal rules or guidelines relied upon in making this determination; and
- 6. A statement describing any appeals procedures offered by the Plan, and your right to bring a civil suit under ERISA.

If a decision on appeal is not furnished to you within the time frames mentioned above, the claim will be deemed denied on appeal.

Finality of Decision and Legal Action

A claimant must follow and fully exhaust the applicable claims and appeals procedures described in this Plan before taking action in any other forum regarding a claim for benefits under the Plan. Any suit or legal action initiated by a claimant under the Plan must be brought by the claimant no later than three years following a final decision on the claim for benefits under these claims and appeals procedures. The three-year statute of limitations on suits for benefits applies in any forum where a claimant initiated such suit or legal action. If a civil action is not filed within this period, the claimant's benefit claim is deemed permanently waived and abandoned, and the claimant will be precluded from reasserting it.

XV. Administration

Important Plan Administration Information		
Plan Name	Marathon Petroleum Level Premium Life Insurance Plan	
Plan Administrator (Agent for service of legal process)	Marathon Petroleum Employee Benefit Plan Administration Committee 539 South Main St. Findlay, OH 45840 Phone: (419) 422-2121	
Employer Identification Number	31-1537655	
Type of Plan	Welfare Benefit Plan	
Plan Sponsor	Marathon Petroleum Company LP 539 South Main Street Findlay, OH 45840	
Plan Number	557	
Inspection of Plan Documents	Plan documents may be inspected by making a request at any Company Human Resources office or by writing to:	
	Marathon Petroleum Company LP Benefits Administration 539 South Main Street Findlay, OH 45840	
Plan Year	January 1 through December 31	
Insurance Company	MetLife P.O. Box 6100 Scranton, PA 18505-6100 Phone: (866) 574-2864	
Policy/Contract Number	37600	

XVI. Further Information

This text along with the more detailed provisions of the insurance contract, which forms part of this Plan, issued to the Company provide the exact terms of the coverage of this Plan. The insurance contract with The MetLife is incorporated by reference as part of this Plan document. The terms of the MetLife contracts prevail in the event of a conflict with any other Plan provisions or other document. MetLife will make all determinations concerning eligibility for benefits under the Plan.

In determining the eligibility of participants for benefits and in construing the Plan's terms, the Plan Administrator (or the insurance company in cases where it has the authority to make determinations concerning eligibility for benefits) has the power to exercise discretion in the construction or interpretation of terms or provisions of the Plan, as well as in cases where the Plan instrument is silent, or in the application of Plan terms or provisions to situations not clearly or specifically addressed in the Plan itself. In situations in which they deem it to be appropriate, the Plan Administrator may, but is not required to, evidence:

1. The exercise of such discretion; or

2. Any other type of decision, directive or determination made with respect to the Plan, in the form of written administrative rulings, which, until revoked, or until superseded by Plan amendment or by a different administrative ruling, will thereafter be followed in the administration of the Plan.

All decisions of the Plan Administrator (or the insurance company in cases where it has the authority to make determinations concerning eligibility for benefits) made on all matters within the scope of his or her authority will be final and binding upon all persons, including the Company, all participants, beneficiaries, heirs and personal representatives, and all labor unions or other similar organizations representing participants. It is intended that the standard of judicial review to be applied to any determination made by the Plan Administrator will be the "arbitrary and capricious" standard of review.

XVII. Modification and Termination of the Plan

The Company reserves the right to modify or terminate this Plan, in whole or in part, at any time, and in such manner, as it may determine, either alone or in conjunction with other plans of the Company. Modification or termination may be made by the Company for any reason.

XVIII. Participation by Associated Companies and Organizations

Upon specific authorization and subject to such terms and conditions as it may establish, Marathon Petroleum Company LP may permit eligible employees of subsidiaries and affiliated organizations to participate in this Plan. These participating companies are Marathon Petroleum Company LP, Marathon Petroleum Service Company, Marathon Petroleum Logistics Services LLC, and Marathon Refining Logistics Services LLC.

The term "Company" and other similar words includes Marathon Petroleum Company LP and such affiliated organizations. The term "employee" and other similar words include any eligible employee of these companies.

XIX. Your Rights Under Federal Law

As a participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act ("ERISA"). ERISA provides that all plan participants are be entitled to:

Receive Information About Your Plans and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all plan documents governing the Plan, including insurance contracts, 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.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive, as required by law, a summary of the Plan's annual financial report, if applicable.

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 the Plans, 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, 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 above rights. 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. 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 costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about the 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, 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.

Appendix A

MetLife Advantages

The following services are included as part of the MetLife insurance policy used for this Plan and are available to you and your beneficiaries at no cost:

- **Grief Counseling and Funeral Assistance**¹ provides you and your beneficiaries access to up to 5 Grief Counseling sessions either face-to-face or over the phone and related concierge services to help cope with grief or mourning due to a death, an illness, a divorce, or loss of a job. Grief Counseling sessions provide valuable, confidential and professional support during a difficult time. Specialists can assist you, your loved ones, and/or your beneficiaries with customizing funeral arrangements through referrals and other resources.
- **Delivering the Promise** is designed to help beneficiaries sort through the details and serious questions about claims and financial needs during a difficult time. MetLife has an arrangement with specially-trained third party financial professionals to provide extra assistance as you file a claim.
- Travel Assistance with ID Theft² offers you and your family access to emergency services while traveling (domestically or internationally) plus the advantage of concierge assistance for personal and work-related travel and entertainment requests. Identity Theft Solutions is also available to help educate you on identity theft prevention and provide assistance that alleviates the stress victims of identity theft often face. Lastly, you also have access to Mobile Assist which provides information to help avoid expensive mobile telephone charges and help effectively use overseas options.
- **WillsCenter.com**³ offers an online document preparation service that can help you or your spouse prepare a will, living will, power of attorney and HIPAA authorization form. The site is available 24 hours a day, 7 days a week and requires a simple one-time registration.
- Face-to-Face Will Preparation⁴ provides access to an attorney to help you or your spouse create a will or living will, modify an existing will and create a power of attorney document. In addition, you may access an attorney as many times as you need to make updates to these documents. Reimbursement is also available for out-of-network attorneys with set fees.
- Face-to-Face Estate Resolution Services⁴ provides your beneficiaries and executors/administrators access to face-to-face legal representation for probating your and your spouse's estate. Probate services include preparation of documents and representation at court proceedings needed to transfer the probate assets from the estate to the heirs, and completion of correspondence necessary to transfer non-probate assets.

See footnotes on page 14.

- Funeral Discount and Planning Service⁵ provides up to 10% off the standard price for certain funeral expenses, including funeral, cremation, and cemetery services, when provided through a Dignity Memorial provider. Dignity Memorial provides planning services that are available online, via phone or by paper, and professional funeral consultants who are available 24/7 to guide you through the process. You also have unlimited access to Dignity's end-of-life planning tool and resource library, as well as bereavement travel services to assist with travel arrangements. These services and discounts are available to you, your spouse, and children as well as your parents, grandparents and great-grandparents.
- ¹ Grief Counseling and Funeral Planning services are provided through an agreement with LifeWorks US Inc. LifeWorks is not an affiliate of MetLife, and the services LifeWorks provides are separate and apart from the insurance provided by MetLife. LifeWorks has a nationwide network of over 30,000 counselors. Counselors have master's or doctoral degrees and are licensed professionals. Subject to state regulatory approval, not approved in all states. The Grief Counseling program does not provide support for issues such as: domestic issues, parenting issues, or marital/ relationship issues (other than a finalized divorce). For such issues, members should inquire with their human resources department about available company resources. This program is available to insureds, their dependents and beneficiaries who must have received a serious medical diagnosis or suffered a loss that has occurred, meaning, the diagnosis or loss must have taken place (death in the family, job loss, a finalized divorce or separation). Events that may result in a loss are not covered under this program unless and until such loss has occurred.
- ² Travel Assistance and Identity Theft Solutions services are administered by AXA Assistance USA, Inc. Certain benefits provided under the Travel Assistance program are underwritten by Certain Underwriters at Lloyd's London (not incorporated) through Lloyd's Illinois, Inc. Neither AXA Assistance USA Inc. nor the Lloyd's entities are affiliated with MetLife, and the services and benefits they provide are separate and apart from the insurance provided by MetLife.
- WillsCenter.com is a document service provided by SmartLegalForms, Inc., an affiliate of Epoq Group, Ltd. SmartLegalForms, Inc. is not affiliated with MetLife and the WillsCenter.com service is separate and apart from any insurance or service provided by MetLife. The WillsCenter.com service does not provide access to an attorney, does not provide legal advice, and may not be suitable for your specific needs. Please consult with your financial, legal, and tax advisors for advice with respect to such matters.
- ⁴ Will Preparation and MetLife Estate Resolution Services are offered by MetLife Legal Plans. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and affiliates, Warwick, Rhode Island. For New York sitused cases, the Will Preparation service is an expanded offering that includes office consultations and telephone advice for certain other legal matters beyond Will Preparation. Tax Planning and preparation of Living Trusts are not covered by the Will Preparation Service. Certain services are not covered by Estate Resolution Services, including matters in which there is a conflict of interest between the executor and any beneficiary or heir and the estate; any disputes with the group policyholder, MetLife and/ or any of its affiliates; any disputes involving statutory benefits; will contests or litigation outside probate court; appeals; court costs, filing fees, recording fees, transcripts, witness fees, expenses to a third party, judgments or fines; and frivolous or unethical matters.
- ⁵ Services are provided through an agreement with SCI Shared Resources, LLC ("SCI"). SCI is not an affiliate of MetLife, and the services SCI provides are separate and apart from the insurance provided by MetLife. The Dignity Memorial brand name is used to identify a network of licensed funeral, cremation and cemetery providers that comprise the Dignity Memorial network. The Dignity Memorial network includes affiliates of Service Corporation International, 1929 Allen Parkway, Houston, Texas. Not yet available in some states. www.finalwishesplanning.com. Discounts through Dignity Memorial's network of funeral providers are pre-negotiated.