

**Marathon Petroleum  
Accidental Death & Dismemberment  
Insurance Plan**

**Effective January 1, 2020**



# Accidental Death & Dismemberment

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# Accidental Death & Dismemberment

This document serves as both the plan document and the summary plan description for the Marathon Petroleum Accidental Death & Dismemberment Insurance Plan. To the extent not preempted by the Employee Retirement Income Security Act of 1974 (“ERISA”), the provisions of this document will be construed and governed by the laws of the State of Ohio.

## I. Introduction

Accidental death and dismemberment (“AD&D”) insurance is a means of providing a measure of financial protection to you or your beneficiary(ies) in the event of your accidental death or dismemberment or in the event of the accidental death or dismemberment of a covered dependent.

The Marathon Petroleum Accidental Death and Dismemberment Insurance Plan (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.

For purposes of this Plan, “Company” means Marathon Petroleum Company LP and each of its affiliates that are included in a group treated as a single “employer,” as determined under Section 414 of the Internal Revenue Code, excluding Speedway LLC and certain of its affiliates. As the context may require in this document, Company may only mean Marathon Petroleum Company LP, for example, in its role as the Plan’s sponsor. Also, references to “MPC” mean the Company, other than Speedway LLC or its affiliates as the context requires. Also, for purposes of this Plan, the term “employee” and other similar words include any eligible employee of a Company.

The Plan offers two types of AD&D insurance coverage: Basic Non-Contributory (“Basic AD&D”) coverage for employees and Optional Contributory (“Optional AD&D”) coverage for employees and their eligible dependents, as described below.

## II. Eligibility

If you are classified as a Regular Full-time or Regular Part-time employee, you are eligible for Basic AD&D and Optional AD&D.

1. 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.
2. 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.

You are **not** eligible for this Plan if you are:

1. Enrolled under another AD&D insurance plan sponsored by the Company or by Speedway LLC;
2. A casual or common law employee;
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.

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## III. Amount and Type of Coverage

Eligible employees are provided Company-paid Basic AD&D coverage. Additional voluntary coverage may be purchased for yourself and/or your eligible dependents as provided below.

### A. Basic AD&D

1. The amount of coverage is equal to two times your Covered Compensation, rounded to the nearest \$1,000 (an even \$500 is rounded upward).
2. The maximum amount of coverage is \$1,500,000.

### B. Optional AD&D

You may purchase the following types of Optional AD&D insurance. Enrollment in Optional Employee AD&D is not required to elect Optional Spouse or Optional Child AD&D.

1. Optional Employee AD&D: You may elect coverage for yourself in increments of \$25,000, up to a maximum of \$250,000.
2. Optional Spouse AD&D: You may elect coverage in increments of \$25,000, up to a maximum of \$250,000. The following dependents are eligible to be covered under your Optional Spouse AD&D:
  - a. Your Spouse. For purposes of this Plan, Spouse includes:
    - i. The individual to whom you are lawfully married; and
    - ii. Your common law spouse as established under the laws of a state in which common law marriage is legal and for which you provide confirmation of such common law marriage as required in the *Marathon Petroleum Affidavit of Common Law Marriage* form.
  - b. Your Domestic Partner. Your qualified under-age-65 domestic partner ("DP"). You must meet the requirements established in the *Marathon Petroleum Company LP Affidavit of Domestic Partner Relationship* form prior to enrollment in order to cover your DP.
3. Optional Child AD&D: You may elect coverage in increments of \$10,000, up to a maximum of \$30,000. For purposes of this Plan, the following are considered a Dependent Child and are eligible to be covered under your Optional Child AD&D through the end of the month during which they turn 26 years of age:
  - a. Your natural child/blood descendent to the first degree;
  - b. Your legally adopted child (including a child living with you during the period of probation);
  - c. Your stepchild;
  - d. A child whose parents are both deceased and who permanently resides with you and for whom you have legal custody as determined by a court of competent jurisdiction;
  - e. Children of your qualified under-age-65 DP. Employees must meet the requirement established in the *Marathon Petroleum Company LP Affidavit of Domestic Partner Relationship* form prior to benefit enrollment; and

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- f. A disabled dependent who has reached age 26 and is incapable of self-support due to a mental or physical disability is an eligible dependent under the Plan if the child became disabled on or before the last day of the month during which the child turned age 26, was already covered under the Plan, and is primarily dependent on you for support.

Primarily dependent means the child depends on you for more than 50% of his or her support and qualifies as a dependent under the Internal Revenue Code, as evidenced by you claiming the child as a dependent on your federal income tax return.

Such a disabled dependent child may be eligible to have his or her coverage continued through the end of the month prior to the month in which the disabled dependent child attains age 65, provided the appropriate forms are submitted within 31 days of the last day of the month (including the last day) in which the disabled dependent child turned age 26.

Your Spouse/DP and Dependent Child(ren) are not eligible for coverage under this Plan if they are enrolled as an employee or a dependent under this Plan or under another AD&D insurance plan sponsored by the Company or by Speedway LLC.

### IV. Covered Compensation

For Purposes of this Plan, Covered Compensation is defined as follows:

A. Andeavor Acquired Employees\*: Covered Compensation is the greater of your:

1. Annualized Gross Pay for the nine-month period from January 1 to September 30 immediately prior to the annual enrollment period; or
2. Annualized Base Rate of pay (including Geographic Pay Differential) as of September 30 immediately prior to the annual enrollment period.

B. All Other Employees: Covered Compensation is the greater of your:

1. Annual Gross Pay in the twelve-month period from October 1 to September 30 immediately prior to the annual enrollment, with no adjustments applied for partial year earnings; or
2. Annualized Base Rate of pay as of September 30 immediately prior to the annual enrollment period.

Gross pay as used in this Plan means the compensation paid to an employee by the Company under rules uniformly applicable to all similarly situated employees, as follows:

1. Gross pay includes Geographic Pay Differential, as well as employee contributions to the Marathon Petroleum Thrift Plan Pre-Tax Account, premiums paid through the Marathon Petroleum 125 Plan, and contributions to the Marathon Petroleum spending accounts.
2. Gross pay excludes bonuses, suggestion awards, military pay, and travel pay; the overseas premium portion of the Foreign Service premium, Location Premium Pay, Critical Position Premium, and other similar special payments are also excluded.

\* For purposes of this Plan, the definition of an "Andeavor Acquired Employee" is an individual who both (1) was an employee of an Andeavor Entity on October 1, 2018, and (2) remained an employee of either an Andeavor Entity or MPC Entity as of January 1, 2019. In addition, an individual who both (1) was hired or rehired by an Andeavor Entity during the period from October 1, 2018, through the end of the day on December 31, 2018, and (2) remained actively employed as of January 1, 2019, is also considered an Andeavor Acquired Employee. For these purposes, "Andeavor Entity" means any direct or indirect subsidiary of Andeavor LLC or of Andeavor Logistics LP, and "MPC Entity" means Marathon Petroleum Corporation and each of its controlled group member affiliates.

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## V. Cost of Coverage

### A. Basic AD&D

The Company pays the full cost of coverage.

### B. Optional AD&D

You pay the full cost of coverage; your monthly premiums are based on the type and amount of coverage you elect, as provided below.

**Note:** The Plan Administrator may approve a change in premiums, provided such change is required, as evidenced by the insurance company.

Optional Employee AD&D		Optional Spouse AD&D		Optional Child AD&D	
Coverage Amount	Monthly Cost	Coverage Amount	Monthly Cost	Coverage Amount	Monthly Cost
\$ 25,000	\$0.35	\$ 25,000	\$0.35	\$10,000	\$0.14
\$ 50,000	\$0.70	\$ 50,000	\$0.70	\$20,000	\$0.28
\$ 75,000	\$1.05	\$ 75,000	\$1.05	\$30,000	\$0.42
\$100,000	\$1.40	\$100,000	\$1.40		
\$125,000	\$1.75	\$125,000	\$1.75		
\$150,000	\$2.10	\$150,000	\$2.10		
\$175,000	\$2.45	\$175,000	\$2.45		
\$200,000	\$2.80	\$200,000	\$2.80		
\$225,000	\$3.15	\$225,000	\$3.15		
\$250,000	\$3.50	\$250,000	\$3.50		

## VI. Effective Date of Coverage

### A. Basic AD&D

The effective date of your Basic AD&D coverage is as follows:

1. New Hires or Rehires: Your coverage is effective on your first day of active employment.
2. Newly Eligible Due to Status Change: If you become eligible for coverage due to a status change, your coverage is effective on the date you changed to an eligible status.
3. Employment Changes from Speedway LLC (or one of its related entities) to MPC: Your coverage is effective as of the date you transfer to MPC; your coverage will be updated to two times your Covered Compensation.
4. Employment Changes Among Participating Companies and Organizations: You will remain a participant in this Plan at the same coverage amount in force at the time of your employment change.

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## B. Optional AD&D

The effective date of your Optional AD&D coverage depends on when you enroll and whether or not you are actively at work, as defined in Appendix A.

In no event will coverage under this Plan commence prior to the date you are actively employed by the Company.

1. New Hires: As a new employee, you must elect coverage within 31 days of your hire date. Your coverage will be effective as of your date of hire, as long as enrollment is completed within this time period.
2. Newly Eligible Due to Status Change: If you become eligible for coverage due to a status change, you must elect coverage within 31 days of the date you changed to an eligible status. Your coverage will be effective as of the date your enrollment is completed, as long as it is completed within this time period.
3. Employment Changes from Speedway LLC (or one of its related entities) to MPC: When your employment transfers to MPC, your coverage under the Speedway AD&D Plan will end and you will become eligible for coverage under this Plan. You must make an active election within 31 days of the date of transfer. Your coverage will be effective as of the date your enrollment is completed, as long as it is completed within this time period.
4. Employment Changes Among Participating Companies and Organizations: You will remain a participant in this Plan as of your employment change date at the same coverage type and coverage amount in force at the time of your employment change.

## VII. Changes in Coverage

### A. Basic AD&D

Your coverage amount is determined (as described in Section III) upon initial eligibility and each year at annual enrollment for the following calendar year. Once calculated, your coverage amount is in force for the entire calendar year and does not change throughout the year, even if your salary changes.

### B. Optional AD&D

Once enrolled, changes can be made once each year during annual enrollment. You may only change your coverage outside of annual enrollment if you experience a qualifying event, subject to specific limits, as described below.

The effective date of a change in coverage depends on the change being requested and whether or not you are actively at work, as defined in Appendix A.

1. Annual Enrollment: During annual enrollment you may make the following changes to your Optional AD&D:
  - a. If you are not currently enrolled, you may enroll for the first time at any amount.
  - b. If you are currently enrolled, you may increase your coverage by any amount.
  - c. You can decrease your coverage by any amount.

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2. Qualifying Event: If you experience a qualifying event, you may request a change in coverage within 31 days of the event. You can enroll for coverage for the first time, increase your current coverage, or decrease coverage, as provided below.

The definition of a qualifying event is the same as defined in the Marathon Petroleum 125 Plan. Such events include, but are not limited to marriage, gain of a child, or a change in employment status, including termination or loss of group coverage under an employer outside of MPC.

- a. Optional Employee AD&D

- i. If you are not currently enrolled, you may enroll for the first time at any amount.
- ii. If you are currently enrolled, you may increase your coverage by any amount.
- iii. You can decrease your coverage by any amount.

- b. Optional Spouse AD&D

- i. If you are not currently enrolled, you may enroll for the first time at any amount.

**Note:** If you become eligible for Spouse AD&D for the first time due to marriage, you may elect coverage within 31 days of your date of marriage. Your Spouse will be covered during these 31 days; for coverage to continue beyond the first 31 days, you must enroll for Spouse AD&D within the allowable time period.

- ii. If you are currently enrolled, you may increase your coverage by any amount.
- iii. You can decrease your coverage by any amount.

- c. Optional Child AD&D

- i. If you are not currently enrolled, you may enroll for the first time at any amount.

**Note:** If you become eligible for Child AD&D for the first time due to the live birth of your first Dependent Child, you may elect Child AD&D coverage within 31 days of the date of birth. Your Dependent Child will be covered during these 31 days; for coverage to continue beyond the first 31 days, you must enroll for Child AD&D within the allowable time period.

Similarly, if you become eligible for Child AD&D and your first Dependent Child is one other than a newborn child, you may elect Child AD&D within 31 days of the child's qualification as a Dependent Child, as defined in Section III. Your Dependent Child will be covered during these 31 days; for coverage to continue beyond the first 31 days, you must enroll for Child AD&D within the allowable time period.

- ii. If you are currently enrolled, you may add a new eligible Dependent Child(ren) and/or increase your coverage by any amount.

Once you have elected Child AD&D and enrolled and certified at least one eligible Dependent Child, each succeeding Dependent Child will be automatically covered on the date that child qualifies as a Dependent Child.



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However, it is highly recommended you complete the enrollment process to add each new Dependent Child to your Child AD&D and certify that child's eligibility. Otherwise, certification of the Dependent Child's eligibility will be required at the time of claim.

iii. You can decrease your coverage by any amount.

### 3. Effective Date of Coverage

a. Annual Enrollment: The effective date of the enrollment or change in coverage you request will generally be the January 1 that immediately follows annual enrollment, unless you are not actively at work (as defined in Appendix A) on the date any new coverage would normally become effective, in this case January 1.

If you are on a leave, including an intermittent leave, for yourself and/or to care for a family member, your coverage will become effective after you are returned from leave.

However, if you are on an approved leave for the reason of caring for a sick or injured family member and enroll for or increase your own level of coverage during annual enrollment, your new coverage is not subject to your being actively at work.

**Note:** Decreased coverage becomes effective on the January 1 immediately following annual enrollment, even if you are not actively at work.

b. Qualifying Event: You must request a change in coverage within 31 days of the date of your qualifying event, as described above. The effective date of the new or increased coverage is the date you complete your enrollment, as long as it is completed within this time period, unless:

(i) Your qualifying event is birth or adoption. Coverage added due to birth or adoption is effective as of the date of birth or adoption, as long as enrollment is completed within the allowable time period.

(ii) You are not actively at work, as defined in Appendix A. If you are on a leave, including an intermittent leave, for the reason of caring for a sick or injured family member, you are permitted to enroll an eligible Spouse/DP or Dependent Child as a result of a qualifying change in family or employment status, provided the eligible Spouse/DP or Dependent Child is not the family member being cared for.

If you are on a leave, including an intermittent leave, for yourself, your coverage will become effective after you are returned from leave, as defined in Appendix A.

## VIII. Covered Losses

The Plan will provide a benefit when death or dismemberment results, directly and independently of all other causes, from an event that is unintended, unexpected, and unforeseen. The following are considered covered losses under the Plan:

### A. Accidental Death

Your death or the death of your covered Spouse/DP or Dependent Child, if it occurs within 365 days from the date of a covered accident.

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## B. Accidental Dismemberment

The following table shows losses that are covered and the corresponding benefit amount, which is shown as a percentage of the total coverage. The benefit amount listed applies to any Optional AD&D coverage that is elected (Employee, Spouse, and/or Child).

A benefit will be paid only if an injury\* results in one or more of the covered losses listed below within 365 days from the date of the accident and the following rules apply:

1. In the event more than one covered loss occurs to any one limb as the result of the same accident, the Plan will pay only one benefit; the benefit payable will be the one based on the highest percentage of the full Benefit Amount applicable to the injured limb.
2. No more than 100% of the amount of insurance in force at the time of the accident will be paid for all losses sustained in the accident, except as indicated under the Dependent Child Loss Benefit.

For Accidental Loss of:	Basic AD&D Benefit Amount	Optional AD&D Benefit Amount (EE, SP, and CH)
<b>Life</b>	100%	100%
<b>Both hands or both feet</b>		
<b>Sight of both eyes</b>		
<b>Speech and hearing (both ears)</b>		
<b>One hand and one foot</b>		
<b>One foot and sight of one eye</b>		
<b>One hand and sight of one eye</b>		
<b>Brain damage</b>	75%	75%
<b>One arm</b>		
<b>One leg</b>	50%	50%
<b>Sight of one eye</b>		
<b>Speech or hearing (both ears)</b>		
<b>One hand or one foot</b>	25%	25%
<b>Thumb and index finger of same hand (one hand)</b>		
<b>Loss of use — four limbs (quadriplegia)</b>	100%	100%
<b>Loss of use — three limbs (paraplegia)</b>	75%	75%
<b>Loss of use — two limbs (hemiplegia)</b>	66 $\frac{2}{3}$ %	66 $\frac{2}{3}$ %
<b>Loss of use — one limb (uniplegia)</b>	25%	25%

\* For purposes of this Plan, "injury" means a bodily injury that is solely caused by external, violent and accidental means and is independent of any other cause.

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The following definitions apply to the covered losses described above:

1. “Loss of a hand” means that all four fingers are cut off at or above the knuckles joining each to the hand;
2. “Loss of a foot” means that all of the foot is cut off at or above the ankle joint;
3. “Loss of sight” means one of the eyes is totally blind and that no sight can be restored in that eye;
4. “Loss of hearing” means the total and irrecoverable loss of hearing in both ears;
5. “Loss of speech” means total and irrecoverable loss of speech;
6. “Loss of thumb and index finger” means that all of the thumb and index finger are cut off at or above the joint closest to the wrist (through or above the metacarpophalangeal joint);
7. “Loss of use” means total and permanent loss of the function of a limb; and
8. “Brain Damage” is defined as the complete inability to perform all the substantial and material functions and activities normal to everyday life that occurs within 30 days of injury, requires hospitalization for at least 5 days, persists for 12 consecutive months, and is permanent and irreversible.

## IX. Special Benefits

Additional “special” benefit provisions are provided under the Plan and may be payable in the event of a covered loss. Some special benefits are applicable to you and some to you and/or your covered dependent(s). A covered loss must be incurred before any of the special benefits become eligible for payment.

### A. Special Benefits Covered Under Basic AD&D and Optional AD&D

#### 1. Coma Benefit

This benefit is payable if you or a covered dependent is injured and lapse into a coma within 365 days of a covered accident. The benefit is 1% of the individual’s coverage amount, less any other coverage payable as a result of the same accident, payable to the beneficiary on a monthly basis for up to 100 months. Payments begin after a 31-day period that the person is in a coma. If the covered person dies prior to all benefit payments, the remaining amount is paid in a lump sum.

#### 2. Presumption of Death

This benefit is payable if you or a covered dependent has not been found within one year after the disappearance, forced landing, stranding, sinking, or wrecking of a common carrier in which the insured person was an occupant. The benefit payable for disappearance is the amount that would ordinarily be paid for accidental loss of life.

#### 3. Exposure

This benefit is payable if you or a covered dependent is unavoidably exposed to the elements as the result of a covered accident. The benefit payable for exposure is the same that would be paid for an accidental loss.

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## 4. Seat Belt and Air Bag Benefit

This benefit is payable if you or a covered dependent dies while driving or riding as a passenger in a private passenger car as long as:

- a. The person who dies is wearing a seat belt in the manner prescribed by the vehicle's manufacturer; and
- b. The seat belt device is approved by the state or federal government for the individual's age and weight; and
- c. The actual use of a seat belt at the time of the accident is verified in an official report of the accident, or is certified in writing by the investigating official(s); and
- d. The private passenger car is equipped with one or more air bags and you or your dependent is the driver or passenger sitting in a seat that is protected by an air bag.

The additional Seat Belt and Air Bag benefit payments are as follows:

<b>Additional Benefit</b>	<b>Basic AD&amp;D Benefit Amount</b>	<b>Optional AD&amp;D Benefit Amount</b>
<b>Seat Belt</b> <i>(use of a seat belt)</i>	The lesser of 10% of your coverage amount or \$25,000	The lesser of 10% of your coverage amount or \$25,000
<b>Air Bag</b> <i>(car equipped with air bag)</i>	The lesser of 5% of your coverage amount or \$10,000	The lesser of 5% of your coverage amount or \$10,000

## B. Special Benefits Covered Only Under Optional AD&D

The following benefits are payable based on whether you have elected Optional Employee, Optional Spouse, and/or Optional Child AD&D at the time a covered loss is incurred.

### 1. Child Care Benefit

This benefit is payable if you are enrolled in Optional Employee AD&D and/or Optional Spouse AD&D and you and/or your Spouse/DP die as the result of a covered accident. (If you are enrolled in both Employee AD&D and Spouse AD&D, and both you and your covered Spouse/DP suffer a loss of life as the result of the same accident, the benefit would be payable twice; if you elect either Employee AD&D or Spouse AD&D only, the benefit is payable once if the covered individual is the one who dies as the result of a covered accident.)

The additional benefit is to pay for the cost of childcare expenses for your surviving dependent children. To be eligible, your child at the time of the accident must:

- a. Be under 13 years of age; and
- b. Be enrolled at a legally licensed childcare center on the date of the accident or becomes enrolled at a day care center within 90 days after the date of the accident; and
- c. Meet the eligibility criteria for dependent coverage.

Coverage is not extended to include children born after the date of death, unless pregnancy commenced prior to the date of death.

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The additional benefit payment for each eligible child is the lesser of 10% of your coverage amount, the amount of the actual expenses, or \$10,000. This benefit is payable for each child annually for up to four consecutive years, but not beyond the date the child reaches age 13.

The maximum benefit payable is \$40,000 if the benefit is payable once. (If the benefit is payable twice, as described above, the maximum benefit is \$80,000.)

## 2. Common Disaster Benefit

This benefit is payable if you are enrolled for both Optional Employee AD&D and Optional Spouse AD&D and both you and your covered Spouse/DP suffer a loss of life as a result of the same accident. If you and your Spouse/DP both die within one year of the accident, the amount payable for the loss of your Spouse/DP will be increased to equal the amount payable for your loss of life.

## 3. Dependent Child Loss Benefit

This benefit is payable if you are enrolled for Optional Child AD&D and a covered Dependent Child suffers a loss other than loss of life because of a covered accident. The total benefit payable for the loss is double the amount that would otherwise be payable in the absence of this provision. The maximum benefit payable under this provision for all covered losses is twice the full Benefit Amount.

## 4. Education Benefit

This benefit is payable if you are enrolled in Optional Employee AD&D and/or Optional Spouse AD&D and you and/or your Spouse/DP die as the result of a covered accident. If you elect both Employee AD&D and Spouse AD&D, and both you and your Spouse/DP suffer a loss of life as a result of the same accident, the benefit would be payable twice; if you elect either Employee AD&D or Spouse AD&D only, the benefit is payable once if the covered individual is the one who dies as the result of a covered accident.)

The additional benefit is to pay for the cost of higher education for eligible children. To be eligible, each dependent child, through the end of the month during which they turn age 26, must:

- a. Be enrolled at a school of higher learning prior to reaching age 26 or be at the 12th grade level and enrolled as a full-time student at a school of higher learning beyond the 12th grade level within 365 days following the date of your death or your Spouse/DP's death; and
- b. Incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to or approved and certified by such school; and
- c. At the time of the covered accident meet the eligibility criteria for dependent coverage.

The additional benefit payment for each eligible child is the lesser of 10% of your coverage amount, or \$10,000. This benefit is payable for each child annually for up to four consecutive years. The maximum benefit payable is \$40,000 if the benefit is payable once. (If the benefit is payable twice, as described above, the maximum benefit is \$80,000.)

At the end of the month in which the dependent child attains age 26, no further payments will be made.

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### 5. Felonious Assault Benefit

This benefit is payable if you are enrolled for Optional Employee AD&D and, while on business for the Company, you suffer a loss that is the result of a felonious assault.

A felonious assault is a physical assault by another person resulting in bodily harm to the insured employee. The assault must involve the use of force or violence with intent to cause harm and must be either a felony or a misdemeanor.

The additional benefit payment is the lesser of 25% of your coverage amount or \$50,000.

### 6. Spouse/DP Education Benefit

This benefit is payable if you are enrolled for Optional Employee AD&D and die as the result of a covered accident. The benefit is to reimburse your Spouse/DP for the cost of attending an accredited school within 30 months of the date of your death.

The benefit is equal to the tuition charges incurred for a period of up to 3 consecutive years, with a total maximum benefit of \$10,000.

### 7. Hospital Confinement Benefit

This benefit is payable if you are enrolled in Optional Employee AD&D, Optional Spouse AD&D, and/or Optional Child AD&D and you or a covered dependent are hospitalized as the result of a covered accident.

The additional benefit is an amount equal to the lesser of 1% of the coverage amount or \$2,500 and is payable on the 5th day of confinement. The benefit is payable each month for up to 12 months of continuous confinement. The benefit will be paid on a pro-rated basis for any partial month of confinement.

### 8. Monthly Medical Premium Payment Benefit

This benefit is payable if you are enrolled for Optional Employee AD&D and die as the result of a covered accident. The additional benefit is to pay for the cost of continued medical coverage for your surviving dependents. The additional benefit payment is up to \$5,000 per year for up to three years.

## X. **MetLife Advantages**

Refer to Appendix B for additional services that are part of the Marathon Petroleum Accidental Death and Dismemberment Insurance Plan and included at no cost to you and your covered dependents.

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## XI. Exclusions

In no event will a benefit payment be made under this Plan where the insured's death or dismemberment is caused directly or indirectly by, results from, or where there is a contribution from, any of the following:

1. Intentionally self-inflicted injury;
2. Suicide or attempted suicide;
3. Committing or attempting to commit a felony;
4. Physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
5. Infection, other than infection occurring in an external accidental wound;
6. The voluntary intake or use by any means of:
  - a. Any drug, medication or sedative, unless it is taken or used as prescribed by a Physician or an "over the counter" drug, medication or sedative taken as directed; or
  - b. Alcohol in combination with any drug, medication, or sedative; or
  - c. Poison, gas, or fumes.
7. The injured party's intoxication\* at the time of the incident where the injured party is the operator of a vehicle or other device involved in the accident; or
8. Travel or flight in (including getting in, out, on, or off of) any type of aircraft, unless such aircraft:
  - a. Has a valid Certificate of Airworthiness issued by the Federal Aviation Administration; or is operated by the Armed Forces of the United States; or is registered outside of the United States and meets standards for airworthiness as established by the local organization or authority empowered to set such standards; and
  - b. Is flown by an individual who has a valid certificate and/or license; or, if the aircraft is operated by the Armed Forces of the United States, is flown by an individual who is authorized to fly such aircraft.

\* Intoxication means that the injured person's blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred.

# Accidental Death & Dismemberment

## XII. Beneficiary

At the time you become enrolled in the Plan, you should designate a beneficiary to receive the benefit payable upon your death. The beneficiary for your Basic AD&D coverage may be the same or different than the beneficiary for your Optional Employee AD&D coverage and you may change your beneficiary at any time.

For Optional Spouse AD&D and Optional Child AD&D, you are the designated beneficiary for benefits payable under the Plan (other than benefits payable for your own loss of life). If you are not surviving when a benefit becomes payable, such benefit will be paid to your estate.

Beneficiary designations and changes are either made through the MetLife online beneficiary management system at [www.mybenefits.metlife.com](http://www.mybenefits.metlife.com) or by calling MetLife at 1-866-574-2864 to request a form.

**No change in beneficiary designation will be effective until it has been received and approved by MetLife.**

The benefit amount payable upon your death will be paid in a single lump sum 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, benefits will be paid by survivor class, in the following order to your:

1. Spouse/DP;
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 the insured's 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.



# Accidental Death & Dismemberment

## XIII. Continuation of Coverage

If you are on an approved leave, your Basic AD&D and/or Optional AD&D coverage may be continued as provided below.

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.

### A. Basic AD&D

1. Your coverage continues, as follows:
  - a. If you are on a Medical Leave (including those deemed disabled after January 1, 2010 and receiving LTD benefits) of up to two years. Any further extension must be approved by the Plan Administrator.
  - b. If you are receiving LTD benefits and were deemed disabled prior to January 1, 2010, provided you remain eligible to receive benefits through the Marathon Petroleum Long Term Disability Plan.
  - c. If you are on a Family Leave (including a leave designated as a “Wounded Warrior” status).
  - d. If you are on a Military Leave of up to two years.
2. Your coverage terminates upon commencement of:
  - a. A temporary layoff.
  - b. An Educational Leave.
  - c. A Personal Leave.

### B. Optional AD&D

1. You may elect to continue your coverage (Employee, Spouse, and/or Child) upon payment of monthly premiums, provided you do not become eligible to participate in a similar group through another employer, as follows:
  - a. If you are on a Medical Leave (including those deemed disabled after January 1, 2010 and receiving LTD benefits) of up to two years. Any further extension must be approved by the Plan Administrator.
  - b. If you are receiving LTD benefits and were deemed disabled prior to January 1, 2010, provided you remain eligible to receive benefits through the Marathon Petroleum Long Term Disability Plan.
  - c. If you are on a Family Leave (including a leave designated as a “Wounded Warrior” status).
  - d. If you are on a Military Leave of up to two years.
  - e. If you are on an Educational Leave.
  - f. If you are on a Personal Leave.
  - g. If you are on a temporary layoff of up to three months.

## Accidental Death & Dismemberment

As long as you are receiving compensation, your premiums will be deducted while you are on leave.

If you are not eligible for compensation, your premiums must be paid on or before the last day of each month in an amount equal to the premium for the following month's coverage plus any unpaid premiums up to and including the due date.

Your coverage and premium amounts are based on the amount of coverage in force immediately prior to the commencement of the leave.

2. Your Optional AD&D coverage terminates upon the earlier of the following:
  - a. Your non-payment of premiums;
  - b. Your election to terminate coverage (you must make an election to continue your coverage, otherwise, you are deemed to have elected to terminate the coverage); or
  - c. Your Military Leave exceeding two years.

### Reinstatement of Coverage

If you are on a leave that meets the requirements of the Family and Medical Leave Act of 1993, as amended, and choose not to retain your Optional AD&D coverage, or if the Company discontinues your coverage as a result of your non-payment of premiums, you may request upon your return to work that coverage be restored to at least the same level and terms as were provided when your leave commenced, subject to any changes in benefit levels that may have taken place during the leave affecting the entire work force, unless otherwise elected by you. You will not be required to meet any qualification requirements such as a waiting period, pre-existing condition exclusion, or waiting for annual enrollment.

If you are on a leave that does **not** meet the requirements of the Family and Medical Leave Act of 1993, as amended, and choose not to retain your Optional AD&D coverage, or if the Company discontinues your coverage as a result of your non-payment of premiums, your coverage will not be restored upon your return to work to the same level and terms as were provided when your Leave commenced.

If you are on a Military Leave and choose not to retain your Optional AD&D coverage, or if the Company discontinues your coverage as a result of your non-payment of premiums, you may request upon your return to work that coverage be restored to at least the same level and terms as were provided when your leave commenced, subject to any changes in benefit levels that may have taken place during the leave affecting the entire work force, unless otherwise elected by you. For purposes of this Plan, you will not be required to meet any qualification requirements such as a waiting period, pre-existing condition exclusion, waiting for annual enrollment, or passing a medical exam.

In addition, if your Military Leave exceeds two years, although your coverage will terminate, you may request upon your return to work that coverage be restored to at least the same level and terms as were provided when your leave commenced, subject to any changes in benefit levels that may have taken place during the leave affecting the entire work force, unless otherwise elected by you. For purposes of this Plan, you will not be required to meet any qualification requirements such as a waiting period, pre-existing condition exclusion, waiting for annual enrollment, or passing a medical exam.

# Accidental Death & Dismemberment

## **XIV. Extension of Coverage**

If you die within 31 days following termination of your Basic AD&D and/or Optional Employee AD&D, the amount of coverage in force at the time of the termination will be paid to your beneficiary.

If you are enrolled in Optional Spouse AD&D and/or Optional Child AD&D and your covered Spouse/DP or Dependent Child dies within 31 days following termination of AD&D coverage, the amount of coverage in force at the time of the termination will be paid.

This extension of coverage feature is not applicable if the group coverage is Ported, as described below.

## **XV. Termination of Coverage**

### **A. Basic AD&D and Optional Employee AD&D**

Your Basic AD&D and Optional Employee AD&D will terminate with any of the following events

1. On the date you cease to be an eligible employee;
2. Upon your retirement;
3. On the first day of the month following the month in which the premium is due and not paid, unless such premium is received by the Company within 31 days after the due date; or
4. As specified in the "Continuation of Coverage" section above.

### **B. Optional Spouse AD&D and Optional Child AD&D**

Your dependent AD&D coverage, if applicable, will terminate on the earliest of:

1. The date your employment ends;
2. The date the Spouse/DP or Dependent Child(ren) ceases to be an eligible dependent, as defined in Article III above;
3. The first day of the month following the month in which the premium is due and not paid, unless such premium is received by the Company within 31 days after the due date; or
4. As specified in the "Continuation of Coverage" section above.

# Accidental Death & Dismemberment

## XVI. Portability

If your Basic and/or Optional AD&D coverage ends, you may request to port your coverage. Portability allows you to continue or “port” your AD&D coverage to a separate group policy, without providing evidence of insurability.

Premiums for ported coverage will increase with age and are subject to change. (The right to port coverage is in lieu of the conversion privilege for Optional AD&D.)

The following rules apply to the Portability option:

1. You must make a written request for portable coverage and pay the first premium within 31 days after the date your employment terminates or from the date you are no longer eligible to participate in the Plan.
2. The amount of ported employee coverage reduces to 50% at age 70.
3. Ported coverage terminates on the first day of the month following the employee’s 100th birthday; ported coverage for a Spouse/DP terminates at age 70; once ported, coverage for a Dependent Child terminates at age 25.

You are not eligible to request portable coverage if your coverage ends because you failed to pay the required premium under the terms of the Plan.

You may also request to port coverage for your Optional Spouse AD&D and/or Optional Child AD&D without providing evidence of insurability if the covered dependent meets the following requirements:

1. Your Spouse/DP is less than age 70;
2. Your Dependent Child(ren) is less than age 26.

Subject to the above rules and certain limitations, your dependents may be eligible to port their own coverage, as follows:

1. Upon loss of eligibility due to your death;
2. For a Spouse/DP, upon loss of eligibility due to divorce, dissolution of marriage, or loss of certified DP status; and
3. For a Dependent Child(ren), upon reaching the maximum age allowed under the Plan.

The amount of AD&D coverage you may continue as portable coverage is as follows:

1. Optional Employee AD&D: A minimum of \$10,000 up to a maximum of the amount of coverage in force under this Plan at the time you port (Basic and Optional combined) or \$2,000,000, whichever is less.
2. Optional Spouse AD&D: A minimum of \$2,500 if porting Optional Employee AD&D coverage or a minimum of \$10,000 when Optional Spouse AD&D coverage is ported alone, up to a maximum of the amount of coverage in force under this Plan at the time it is ported or \$250,000, whichever is less.
3. Optional Child AD&D: A minimum of \$1,000 up to a maximum of the amount of coverage in force under this Plan at the time it is ported or \$30,000, whichever is less.

## Accidental Death & Dismemberment

If your coverage and/or your dependent coverage ends due to termination of this Plan or due to the amendment of this Plan to end the group coverage for an eligible class of which you are a member, the maximum amount of insurance coverage that you may port is the lesser of:

1. The amount you and/or your dependent are insured for when this Plan ends less the amount of AD&D insurance for which you become eligible under any other group policy issued to replace this Plan; or
2. \$10,000.

For more information or to request application forms for portability, call the insurance company at 1-877-275-6387.

### **XVII. Assignment of Benefits**

Basic AD&D and Optional AD&D coverage is not assignable.

### **XVIII. Benefit Claim Procedures**

To file a claim, you must contact the Marathon Petroleum Benefits Service Center. “You” as used in this Plan’s benefit claim and appeal procedures means you, your beneficiary and any authorized representative as the context requires.

The Benefits Service Center will assist you 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 or your authorized representative 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.

# Accidental Death & Dismemberment

## **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, can 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.

## **XIX. 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 (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.

## Accidental Death & Dismemberment

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.

# Accidental Death & Dismemberment

## XX. Administration

Important Plan Administration Information	
<b>Plan Name</b>	Marathon Petroleum Accidental Death & Dismemberment Insurance Plan
<b>Plan Administrator (Agent for service of legal process)</b>	Jonathan M. Osborne P.O. Box 1 Findlay, OH 45839-01 Phone: 1-419-422-2121
<b>Employer Identification Number</b>	31-1537655
<b>Type of Plan</b>	Welfare Benefit Plan
<b>Plan Sponsor</b>	Marathon Petroleum Company LP P.O. Box 1 Findlay, OH 45839-01
<b>Plan Number</b>	550
<b>Inspection of Plan Documents</b>	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
<b>Plan Year</b>	January 1 through December 31.
<b>Insurance Company</b>	MetLife P.O. Box 6100 Scranton, PA 18505-6100 866-574-2864
<b>Policy/Contract Number</b>	37600



# Accidental Death & Dismemberment

## **XXI. Further Information**

This document along with the more detailed provisions of the insurance contract issued to the Company provide the exact terms of the coverage of this Plan. The insurance contract with MetLife is incorporated by reference as part of this Plan Document. The terms of the MetLife contract will prevail in the event of a conflict with any other Plan provision 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:

- (i) The exercise of such discretion; or
- (ii) 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, any trustee, 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.

## **XXII. 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.

## **XXIII. 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. Currently, these participating companies are Marathon Petroleum Company LP, Marathon Petroleum Corporation, Marathon Petroleum Service Company, Marathon Petroleum Logistics Services LLC, Marathon Refining Logistics Services LLC, and Treasure Card Company LLC.

# Accidental Death & Dismemberment

## **XXIV. Your Rights Under Federal Law**

As a participant in the Marathon Petroleum Accidental Death and Dismemberment Insurance 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 reports (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 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, 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 reports from the plans 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.



## Accidental Death & Dismemberment

### **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**

### **Actively at Work**

Actively at work means you are not on a leave, including intermittent leave, and are performing the usual and customary duties of your job on a Full-time or Part-time basis.

If you are not actively at work on the date your new coverage would normally become effective, coverage will become effective on the day you are returned from leave (including intermittent leave). This applies to Optional AD&D coverage for you and your eligible dependents.

A workday is defined as follows:

1. A workday is considered any day where an employee is actively performing his or her assigned responsibilities in accordance with his or her regular schedule;
2. A workday cannot have any paid/unpaid time off within the employee's schedule; otherwise, the day will not be considered a workday;
3. Leave of absence time (including any time while on an intermittent leave, regardless of the reason for the leave), will not be considered a workday;
4. Workdays do not need to be consecutive;
5. A sick day is one whereby the employee is absent for his or her entire daily schedule; and
6. Reduced work schedules approved by the Company Medical Director are not considered a workday.

## Appendix B

### MetLife Advantages

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

- **Grief Counseling**<sup>1</sup> 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, no matter the circumstances — whether it's a death, an illness or a divorce. Grief Counseling sessions and related services provide valuable, confidential and professional support during a difficult time to help address personal and funeral planning needs — at no extra cost.
- **Funeral Planning Services**<sup>1</sup> offers valuable benefits that span the entire loss spectrum, from planning for a loss to support following a loss and help finding closure. These services are designed to simplify the process for your family and beneficiaries and make it easier to organize an event that will honor a loved one's life. Funeral planning services range from a self-paced funeral planning guide to locating funeral homes and other providers like caterers, florists and headstone vendors, to obtaining cost estimates, and to finding local support groups.
- **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 arranged for Massachusetts Mutual Life Insurance Company (MassMutual) financial professionals to be available for assistance in-person or by telephone to help with filing life insurance claims, government benefits and help with financial questions.
- **Travel Assistance with ID Theft**<sup>2</sup> 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**<sup>3</sup> offers an online document preparation service that can help you or your Spouse/DP 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.
- **MetLife Infinity**<sup>4</sup> helps you create a digital legacy for your beneficiaries, estate administrators and others who play important roles in your major life events. MetLife Infinity offers a unique way to capture and securely store your important documents including deeds, wills and life stage planning documents, as well as photos and videos. You can also share important life events, milestones and other memorable activities for future use.

See footnotes on page 28.



## Accidental Death & Dismemberment

- <sup>1</sup> 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.
- <sup>2</sup> 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.
- <sup>3</sup> 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.
- <sup>4</sup> MetLife Infinity is offered by MetLife Consumer Services, Inc., an affiliate of Metropolitan Life Insurance Company. MetLife Infinity is available to anyone regardless of affiliation with MetLife.