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# **Dependent Life Insurance Plan**

Summary Plan Description (SPD)  
Effective January 1, 2014



This document describes the Dependent Life Insurance Plan as of January 1, 2014, that Chevron sponsors for eligible employees. This information constitutes the summary plan description (SPD) of the Dependent Life Insurance Plan as required by the Employee Retirement Income Security Act of 1974 (ERISA). These descriptions don't cover every provision of the plans. Many complex concepts have been simplified or omitted in order to present more understandable plan descriptions. If these plan descriptions are incomplete, or if there's any inconsistency between the information provided here and the official plan texts, the provisions of the official plan texts will prevail.

Chevron Corporation reserves the right to change or terminate a plan at any time and for any reason. A change also can be made to premiums and future eligibility for coverage and can apply to those who retired in the past, as well as to those who retire in the future. Once approved, plan changes are incorporated into the plan texts, SPDs and vendor administration at the effective date.

To find general benefit summaries and information about other plans that Chevron offers, visit the U.S. Benefits website at [hr2.chevron.com](http://hr2.chevron.com).

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# Key Benefit Contacts

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## Human Resources (HR) Service Center

If you have questions regarding your plan options, eligibility and enrollment, please call the HR Service Center.

- 1-888-825-5247 (inside the U.S.)
- 610-669-8595 (outside the U.S.)

## U.S. Benefits HR2 Website on the Internet

You can access the HR2 website on the Internet, from home or at work. You can access summary plan descriptions, other benefit information and links to other key benefit websites, such as Benefits Connection.

- [hr2.chevron.com](http://hr2.chevron.com)

## U.S. HR Website on the Chevron Intranet

You can access the U.S. HR website only from the Chevron intranet. You can access HR information in addition to information about your benefits, such as summary plan descriptions and links to other key benefit websites, such as Benefits Connection and Vanguard.

- [hr.chevron.com/northamerica/us/](http://hr.chevron.com/northamerica/us/)

## MetLife

Dependent Life Insurance Plan

- 1-800-638-6420
- 5 a.m. to 5 p.m. Pacific time, Monday through Friday

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# Description of the Plan

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## Overview

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- This plan lets you buy life insurance coverage for your eligible dependents (see Eligibility below).
- You pay the entire cost of this coverage. For more information, see How Much You Pay for Coverage in this section.
- You can enroll in this plan anytime you want. However, you may have to provide proof of your dependent's good health (see Proof of Good Health — Your Dependents in this section).
- You're automatically the beneficiary under this plan.
- If your enrolled spouse/domestic partner is terminally ill and has less than 12 months to live, you can request an accelerated benefit option equal to 80 percent of his or her coverage amount while he or she is still living. For more information, see Accelerated Benefit Option in this section.

# Eligibility

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## Eligible Employee

Except as described below, you're generally eligible for Chevron's Dependent Life Insurance Plan if you're considered by Chevron to be a common-law employee of Chevron Corporation or one of its subsidiaries that it has designated to participate in the Omnibus Health Care Plan and you meet all of the following qualifications:

- You're paid on the U.S. payroll of Chevron Corporation or a participating company.
- You're assigned to a regular work schedule (unless you're on a family leave, disability leave, short union business leave, furlough leave, military service leave or leave with pay) of at least 40 hours a week, or at least 20 hours a week if such schedule is an approved part-time work schedule under the Corporation's part-time employment guidelines.
- If you're a casual employee, you've worked (or are expected to work) a regular work schedule for more than four consecutive months.
- If you're designated by Chevron as a seasonal employee, you're not on a leave of absence.
- You're in a class of employees designated by Chevron as eligible for participation in the plans.

However, you're still not eligible if any of the following applies to you:

- You're not on the Chevron U.S. payroll, or you're compensated for services to Chevron by an entity other than Chevron — even if, at any time and for any reason, you're deemed to be a Chevron employee.
- You're a leased employee or would be a leased employee if you had provided services to Chevron for a longer period of time.
- You enter into a written agreement that provides that you won't be eligible.
- You're not regarded by Chevron as its common-law employee and for that reason it doesn't withhold employment taxes with respect to you — even if you are later determined to have been Chevron's common-law employee.
- You're a member of a collective bargaining unit (unless eligibility to participate has been negotiated with Chevron).
- You're eligible to receive benefits from the Chevron International Healthcare Assistance Plan (IHAP).
- You're a professional intern.

You may become eligible for different benefits at different times. Participation and coverage do not always begin when eligibility begins. Chevron Corporation, in its sole discretion, determines your status as an eligible employee and whether you're eligible for the plan. Subject to the plan's administrative review procedures, Chevron Corporation's determination is conclusive and binding.

If you have questions about your eligibility for a particular Chevron plan, you should contact:

Chevron Human Resources Service Center  
P.O. Box 199708  
Dallas, TX 75219-9708  
1-888-825-5247 (610-669-8595 outside the U.S.)

## **Eligible Spouse**

If you're legally married under the law of a state or other jurisdiction where the marriage took place, you can enroll your spouse for coverage. You *can't* enroll your spouse for coverage if he or she is either of the following:

- An eligible employee enrolled in the Supplemental Life Insurance Plan (your spouse cannot be covered by both plans).
- On active duty in the armed forces of any state, country or international authority.

Before you can enroll your spouse for coverage, you may be required to provide proof that you're legally married. (A common-law spouse isn't eligible for coverage unless your marriage is recognized as valid under the laws of the state in which you live.)

## Eligible Domestic Partner

To qualify for benefits available to domestic partners of Chevron employees, you must register your partner with Chevron. To do so, you and your partner must obtain and sign the *Chevron Affidavit of Domestic Partnership (F-6)* form.

This form is available through the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.). The original of the affidavit form must be notarized and sent to the HR Service Center. By signing the affidavit, you certify that you and your partner meet one of the following qualifications:

1. You and your partner are all of the following:
  - At least age 18 and of legal age.
  - Mentally competent to enter into contracts.
  - Jointly responsible for each other's welfare and financial obligations and have lived together for at least six months prior to signing the affidavit.
  - In an intimate, committed relationship of mutual caring that has existed for at least six months prior to the signing of the affidavit and it is expected to continue indefinitely.
  - Not related by blood.
  - Not married to anyone other than each other.
2. You live in California and meet all of the requirements of the California Family Code section 297 definition of a domestic partner, including the requirement to have registered your domestic partner with the Secretary of State's office. For more information, visit the California Domestic Partnership website at [www.ss.ca.gov/business/sf/sf\\_dp.htm](http://www.ss.ca.gov/business/sf/sf_dp.htm).
3. You live in another state (such as Colorado, Delaware, Illinois, Nevada, New Jersey, Oregon, Rhode Island, Vermont, Washington, and others) that recognizes civil unions or state-recognized domestic partnerships and have entered into a civil union or state-recognized domestic partnership and reside in that state.
4. You and your partner have entered into a civil union in a state that recognizes civil unions, but reside in a state where that civil union is not recognized.
5. You meet other criteria set forth in the *Chevron Affidavit of Domestic Partnership*.

Note that you must enroll your domestic partner and his or her eligible children within 31 days of the date you first meet one of the qualifications listed above. Also, the *Chevron Affidavit of Domestic Partnership (F-6)* form must be completed and notarized within the 31 days. Otherwise, you must wait until the next open enrollment. For information about imputed income and before-tax vs. after-tax contributions for domestic partners, see the Participation section.

## Eligible Children

If you elect Dependent Life Insurance coverage for one child, all of your eligible children are enrolled automatically. An unmarried dependent child is eligible for coverage, provided he or she is all of the following:

- Younger than age 25. Coverage continues until the end of the month in which he or she turns age 25.
- Your natural child, your stepchild, your legally adopted child, your domestic partner's child, a child who has been placed with you for adoption, or any other child who lives with you in a parent-child relationship.
- Dependent upon you (or on you and your spouse/domestic partner) for more than 50 percent of his or her financial support.

For a newborn child, coverage begins the later of the following two circumstances:

- When your child is five days old or the day released from the hospital if earlier than five days.
- The day you enroll through the Benefits Connection website at [hr2.chevron.com](http://hr2.chevron.com) or by calling the HR Service Center (enrollment must be completed within 31 days of the child's birth).

Coverage can continue after the child reaches age 25, provided he or she is enrolled in the plan and meets the plan's definition of *incapacitated child* as outlined in the Glossary. When the child reaches age 25 and periodically thereafter, Chevron Corporation will require you to provide documentation stating that the child continues to be incapacitated.

In addition, surviving dependents of a deceased employee can continue coverage. For more information, see What Happens to Dependent Life Insurance Plan Coverage if You Die under When Participation Ends in this section. For details, contact the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.).

Your child isn't eligible for coverage if any of the following applies:

- He or she is an eligible employee.
- He or she is on active duty in the armed forces of any state, country or international authority.
- He or she fails to meet the eligibility requirements described in this section.

If both you and your spouse/domestic partner are eligible employees, only one of you can enroll your children for coverage under this plan.

### Reminder to Cancel Coverage

Eligibility rules for dependent children will be enforced at the time of a claim. Dependent Life Insurance coverage continues as long as you have one child who meets the eligibility requirements. You don't need to notify Chevron Corporation each time a child is no longer eligible. **However, you must cancel coverage once all of your children no longer meet the eligibility requirements. If you do not cancel coverage and you later file a claim for a child who is no longer eligible, the claim for that child will be denied.** In addition, any premiums you have paid after all of your children no longer meet the eligibility requirements will not be refunded.

# Participation

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## When and How You Can Enroll

If you want coverage, you need to enroll in the Dependent Life Insurance Plan. You can enroll your eligible spouse/domestic partner at any time; however, late enrollment procedures may apply. For more information about late enrollment for eligible dependents, see Late Enrollment Procedures in this section.

For certain coverage amounts, you can enroll without providing proof of good health, if you enroll within 31 days after one of the following occurs:

- You become an eligible employee.
- Your dependent becomes an eligible dependent.
- You experience a qualifying life event.

You can enroll your eligible dependent children for coverage at any time.

Enroll on the Benefits Connection website at [hr2.chevron.com](http://hr2.chevron.com). You can also contact the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.). If you enroll a dependent or spouse/domestic partner after the 31-day period, you must follow late enrollment procedures.

## Late Enrollment Procedures

You may decide to elect or change Dependent Life Insurance Plan coverage after the enrollment period. If this is the case, late enrollment procedures apply.

These procedures may require your dependents to provide proof of good health to the claims administrator, MetLife, before coverage takes effect.

These procedures may require you to provide proof of good health to MetLife, the claims administrator, before coverage takes effect. The HR Service Center will provide a link for you to complete the Statement of Health online. Go to the Benefits Connection website at [hr2.chevron.com](http://hr2.chevron.com) and choose the applicable event from the **Your Current Events** box. Next, choose the **Complete Statement of Health** link under **Follow These Steps**. You will be directed to the MetLife website to complete the process.

Coverage is not effective until the first of the month after your form is approved by MetLife. You may be asked to provide additional information (at your expense) before you're allowed to enroll your dependents for coverage.

## Making Changes

You can make changes to your Dependent Life Insurance coverage at any time; however, restrictions may apply.

- You can cancel spouse/domestic partner or child coverage at any time.
- You can enroll for dependent child coverage or increase coverage at any time without providing proof of good health.
- You can enroll a spouse/domestic partner in the plan or increase coverage at any time; however, late enrollment procedures may apply.
- If you have a life event (for example, birth of a child), you can enroll your spouse/domestic partner for coverage of \$10,000, or increase his or her coverage by \$10,000, without providing proof of good health, provided you enroll him or her within 31 days of the event (restrictions may apply).

If you want to change or cancel coverage, contact the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.).

## When Participation Begins

### When proof of good health isn't required.

- If you enroll within 31 days of being hired, participation begins on your first day of work.
- If you enroll within 31 days of a qualifying life event, participation begins on the first day of the month on or after the effective date of the event. If you enroll at any other time, participation begins on the first day of the month on or after the date you enroll through the Benefits Connection website at [hr2.chevron.com](http://hr2.chevron.com) or by calling the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.).
- In the case of a newborn, coverage takes effect on the later of the following two events:
  - Five days from the date of birth or the day released from the hospital if earlier than five days.
  - The day you enroll through the Benefits Connection website at [hr2.chevron.com](http://hr2.chevron.com) or by calling the HR Service Center (enrollment must be completed within 31 days of the child's birth).

### When proof of good health is required.

Participation begins the first of the month after the proof of good health is approved.

## When Participation Ends

Dependent coverage generally ends when you're no longer an eligible employee. Your dependents' participation also ends if they're no longer eligible (for example, you divorce or a child reaches age 25).

Participation ends when any of the following applies:

- The plan or insurance contract on which it's based ends.
- Your dependent no longer meets the eligibility requirements and is therefore no longer eligible for plan coverage.
- You cancel plan coverage or stop making required plan contributions.

You (or your covered dependents) can take certain coverage with you when your employment ends (see [Converting Coverage](#) in this section).

If you or an enrolled dependent dies within 31 days after coverage ends, the plan pays benefits equal to the coverage amount in effect immediately before coverage ended (provided coverage has not already been continued through conversion).

### What Happens to Dependent Life Insurance Plan Coverage if You Die

If you die, your covered dependents can continue their Dependent Life Insurance Plan coverage by electing to continue coverage through the portability option or by converting their coverage and paying premiums directly to MetLife within 31 days of your death (see [Converting Coverage](#) in this section).

Your dependents must continue coverage through the portability option or convert coverage within 31 days after it ends or they will lose the opportunity to do so. If they continue or convert coverage, they don't have to provide proof of good health. For more information, see [Proof of Good Health — Your Dependents](#) in this section. For additional information regarding continuing coverage through the portability option or converting Dependent Life Insurance coverage, call the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.).

## Converting Coverage

When continuing through conversion:

Event	Spouse/Domestic Partner	Child
Retirement or termination of employment	Can convert existing coverage.	Can convert existing coverage.
Divorce/dissolution of domestic partnership	Can convert existing coverage.	Can convert existing coverage.
Marriage of child, child turns age 25 or child is no longer financially dependent upon employee	N/A	Can convert existing coverage.
Employee loses benefit eligibility due to job change	Can convert existing coverage.	Can convert existing coverage.

Dependent coverage can be converted to an individual policy without converting the employee supplemental coverage.

The claims administrator, MetLife, determines the cost of coverage, and the first month of coverage must be paid in advance. For more information, contact the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.).

If your dependent dies within 31 days after coverage ends, you will receive the same benefit that would have been paid if your dependent had died before coverage ended, provided coverage had not already been continued through the portability option or converted at the time of death.

## How Much You Pay for Coverage

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You pay the entire cost of coverage through regular payroll deductions on an after-tax basis.

The cost of coverage for your spouse/domestic partner is based on the option you select and on age-related group rates; therefore, your cost varies depending on your spouse's/domestic partner's age and on how much coverage you purchase. The cost of child coverage also is based on the option you select and covers all of your children for one cost. For more information, see How Much Coverage You Can Purchase. For detailed cost information, contact the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.).

# How Much Coverage You Can Purchase

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## Spouse/Domestic Partner Coverage

You can purchase from \$10,000 to \$250,000 (in increments of \$10,000) of coverage for your spouse/domestic partner. If your covered spouse/domestic partner dies for any reason, the plan pays benefits to you based on the amount of coverage you purchase.

If your spouse/domestic partner is also an employee, neither you nor your spouse/domestic partner can be enrolled for Dependent Life Insurance Plan coverage. If your spouse/domestic partner isn't enrolled for any other dependent insurance (for example, medical coverage or dental coverage), contact the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.). Advise the HR Service Center that you have a spouse/domestic partner whom you would like to add to your record so that he or she can be enrolled in the Dependent Life Insurance Plan.

## Child Coverage

You can purchase coverage for your children equal to one of the following:

- \$10,000 per child.
- \$20,000 per child.

If your covered child dies for any reason, the plan pays benefits to you equal to the amount of coverage you purchase.

For more information about Dependent Life Insurance coverage for your spouse/domestic partner or children, contact the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.).

# Proof of Good Health – Your Dependents

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Whether you decide to purchase Dependent Life Insurance coverage for your spouse/domestic partner when you're first eligible, or at any other time of the year, you may need to provide proof of your spouse's/domestic partner's good health. Coverage for children does not require proof of good health. Additional proof of good health rules may apply if you experience a life event. For additional information about providing proof of good health, call the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.).

## Spouse/Domestic Partner

If you're a new employee to the plan and you enroll for coverage within 31 days of the day you're hired, you may have to provide proof of good health for your spouse/domestic partner. The amount of coverage you select determines whether or not proof of good health is required, as shown below:

If the Amount of New Coverage Is:	Is Proof of Good Health Required?
• \$10,000 • \$20,000 • \$30,000	No
Greater than \$30,000, up to a maximum of \$250,000	Yes*

\*Your spouse/domestic partner is required to complete a *Statement of Health* form.

If you're a new employee to the plan and you enroll for coverage after the 31-day period, proof of good health is required, regardless of the coverage amount you choose. You also must be actively at work on the effective date of your spouse's/domestic partner's coverage.

## Children

You can enroll for coverage (\$10,000 or \$20,000) at any time, and you don't have to provide proof of good health for your children. However, you must be actively at work on the effective date of your dependent's coverage.

## When Benefits Are Paid

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You'll receive benefits if a dependent dies from any cause while covered under the plan. The plan also can pay benefits if an insured dependent dies within 31 days after coverage ends or is reduced. To receive benefits, you must file a claim form and provide proof of your dependent's death.

You also have the option of requesting an accelerated benefit option if a doctor certifies that your covered spouse/domestic partner is terminally ill and unlikely to live another year. For more information, see Accelerated Benefit Option in this section.

## How Benefits Are Paid

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Benefits are paid to you as the beneficiary in a single lump sum. If you're not living when benefits become payable:

- Benefits payable as a result of your spouse's or domestic partner's death are paid to his or her estate.
- Benefits payable as a result of a covered child's death are paid to the individual whom Chevron Corporation — in its sole discretion — determines has financial responsibility for the child at the time of his or her death.

The plan also pays benefits for your spouse/domestic partner if he or she is eligible for the accelerated benefit option. For more information, see Accelerated Benefit Option below.

### Accelerated Benefit Option

You can request accelerated payment of the benefit for your spouse/domestic partner if both of the following apply:

- A doctor determines that your spouse/domestic partner is terminally ill and expects that he or she will die within 12 months, or in accordance with applicable state law requirements (contact MetLife for more information).
- You have Dependent Life Insurance Plan coverage for your spouse/domestic partner equal to \$10,000 or more.

If your request is approved, you will receive a lump-sum benefit equal to 80 percent of the coverage amount, but not to exceed a maximum benefit of \$500,000. You receive the remaining amount of your spouse's/domestic partner's coverage when he or she dies.

The accelerated benefit option isn't available if any of the following applies:

- Your divorce is finalized and there is a Qualified Domestic Relations Order or divorce agreement that affects your Dependent Life Insurance benefits.
- You've already received an accelerated benefit option from this plan.
- The terminal condition is the result of an attempted suicide or an intentionally self-inflicted injury.

# Claims and Appeals

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You should contact the HR Service Center to file a claim for dependent life insurance plan benefits. You also should contact the HR Service Center if you want to request an accelerated benefit option. This form of payment doesn't apply to your child's coverage under the Dependent Life Insurance Plan. If your dispute concerns eligibility to participate in the plan, you must follow the procedures described in the How to File a Claim for Eligibility section of this summary plan description.

## Claiming Benefits

When notified of a covered dependent's death, the HR Service Center Customer Service Representative will ask for the following information:

- Your covered dependent's name and Social Security number.
- The date of your dependent's death.
- If you're not the caller, the caller's name, address, telephone number and relationship to you.

The HR Service Center will send a package of information and forms to you. Once the forms are completed and returned to the HR Service Center, they're sent to the claims administrator for payment.

Under normal circumstances, the claims administrator sends you written notice of its decision on the claim within 90 days after receiving the completed claim form. Sometimes, more time is needed due to special circumstances. If this is the case, the determination period can be extended for up to an additional 90 days. You must be notified of the reason for the delay before the original 90-day period expires. You also must be given a date as to when the claims administrator expects to make a decision.

## Requesting an Accelerated Benefit Option

When you contact the HR Service Center, a Customer Service Representative verifies you or your spouse's/domestic partner's coverage. The HR Service Center determines if you are eligible for this benefit, and the amount for which you are eligible. If benefits are available, the HR Service Center then sends you a package of information, including forms that you and your doctor must complete. Your doctor must certify that you or your spouse/domestic partner is expected to die within 12 months. The plans don't cover the cost of your doctor's visit.

## Appeals Procedures

If you receive notice that a claim is denied (in whole or in part), the notice includes all of the following information:

- The reason(s) upon which the denial is based.
- The specific plan provision(s) upon which the denial is based.
- The additional material or information that's needed to complete your claim and why such information is necessary.
- The plan's appeals procedures and the time limits that apply to them, including a statement of your right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA) following an adverse determination on appeal.

The claims administrator doesn't have the authority to change the plans' provisions or to grant exceptions to plan rules.

If a claim for benefits is denied (in whole or in part), you can appeal the denial in writing within 60 days after receipt of the claims administrator's written notice that your claim is denied. The claims administrator may require you to submit (at your expense) additional information, documents, doctors' statements or other material necessary for the review.

To appeal the denial, send written correspondence to:

MetLife  
Group Life Claims  
P.O. Box 6100  
Scranton, PA 18505

Overnight Mail address is:  
123 Wyoming Avenue  
Scranton, PA 18503

1-800-638-6420  
5 a.m. to 5 p.m. Pacific time, Monday through Friday.

In addition, claims can also be faxed to MetLife 570-558-8645.

As part of the appeals procedures, you can:

- Submit written comments, documents, records and other information relevant to the claim.
- Upon request and free of charge, receive reasonable access to, and copies of, all documents, records and other information (other than legally or medically privileged documents) relevant to your claim.

The claims administrator reviews the claim and takes into account all relevant comments, documents, records and other information (without regard to whether such information was submitted or considered in the initial benefit determination).

The claims administrator provides you with a written response to the appeal and does one of the following:

- Reverses the earlier decision and pays the part of the claim that was initially denied.
- Confirms the denial.

The claims administrator reviews and decides the appeal within 60 days after you or your beneficiary files the appeal request. If, because of special circumstances, the claims administrator can't reach a decision within 60 days, the review period can be extended for up to an additional 60 days. You must receive notice of the reason for the delay before the original 60-day period expires. You also must receive a date as to when the claims administrator expects to make a decision. Once a decision on the appeal is reached, you are notified in writing.

If the appeal is denied, the notice states the reasons for the denial and includes references to the specific plan provisions upon which the denial is based. It also includes a statement of your or your beneficiary's right to bring a civil action under section 502(a) of ERISA. For details, see Filing a Lawsuit, in the Your ERISA Rights section.

The notice states that you're entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information (other than legally or medically privileged documents) relevant to your claim for benefits.

# How to File a Claim for Eligibility

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If you have a question regarding your eligibility to participate in the Dependent Life Insurance Plan, contact the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.). If you are not satisfied with the outcome, you can file a claim by following the procedures described below. If you have been denied participation in the Dependent Life Insurance Plan, you can file a written claim with the plan administrator. Include the grounds on which your claim is based and any documents, records, written comments or other information you feel will support the claim. Address your written correspondence to:

Chevron Corporation  
Dependent Life Insurance Plan Administrator  
P.O. Box 199708  
Dallas, TX 75219-9708

If you file a claim for participation in the Dependent Life Insurance Plan, the plan administrator will send you a decision on the claim within 90 days after the claim is received. However, if there are special circumstances that require additional time, the plan administrator will advise you that additional time is needed and then will send you a decision within 180 days after the claim is received.

If the claim for participation in the Dependent Life Insurance Plan is denied (in whole or in part), the plan administrator will send you a written explanation that includes:

- Specific reasons for the denial.
- The specific Dependent Life Insurance Plan provisions or Chevron policy on which the denial is based.
- A description of any additional information that could help you complete the claim, and reasons why the information is needed.
- Information about how you can appeal the denial of the claim.
- A statement explaining your right to file a civil lawsuit under section 502(a) of ERISA if your appeal is denied.

## Appeals Procedures

### For Denied Claims Regarding Eligibility to Participate in the Dependent Life Insurance Plan

If your claim for participation in the Dependent Life Insurance Plan is denied, in whole or in part, and you want to appeal the denial, you must file an appeal within 90 days after you receive written notice of the denial of your claim.

The appeal must be in writing, must describe all of the grounds on which it is based, and should include any documents, records, written comments or other information you feel will support the appeal. Before submitting the appeal, you can review and receive, at no charge, copies of Dependent Life Insurance Plan documents, records and other information relevant to your claim for participation in the Dependent Life Insurance Plan.

The Review Panel will provide you with a written response to the appeal and will either reverse the earlier decision and permit participation in the Dependent Life Insurance Plan, or it will deny the appeal. If the appeal is denied, the written response will contain:

- The specific reasons for the denial.
- The specific Dependent Life Insurance Plan provisions or Chevron policy on which the denial is based.
- Information explaining your right to review and receive, at no charge, copies of Dependent Life Insurance Plan documents, records and other information relevant to your claim for participation in the Dependent Life Insurance Plan.
- A statement explaining your right to file a civil lawsuit under section 502(a) of ERISA.

The Review Panel doesn't have the authority to change Dependent Life Insurance Plan provisions or Chevron policy or to grant exceptions to the Dependent Life Insurance Plan rules or Chevron policy.

For appeals regarding participation in the Dependent Life Insurance Plan, address your written correspondence to:

Review Panel  
Chevron Corporation Dependent Life Insurance Plan  
P.O. Box 6075  
San Ramon, CA 94583-0775

The Review Panel may require you to submit (at your expense) additional information, documents or other material that it believes is necessary for the review.

You will be notified of the final determination of the appeal within 60 days after the date it's received, unless there are special circumstances that require additional time. You will be advised if more time is needed, and you'll then receive the final determination within 120 days after the appeal is received. If you do not receive a written decision within 60 or 120 days (whichever applies), you can take legal action.

## Special Circumstances That Could Affect Your Benefits

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There are some situations that could affect your plan benefits. For instance:

- If you're not an eligible employee when coverage for your dependents would normally begin, coverage will start when you again qualify as an eligible employee.
- You must be actively at work on the effective date of your dependent's coverage.
- Your Dependent Life Insurance Plan benefit could be reduced if a law or court order requires the plan to pay part of the benefit to someone else.



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# Other Plan Information

- Administrative Information
  - Your ERISA Rights
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## Administrative Information

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This section provides important legal and administrative information you may need regarding the benefits described in this book that are governed by the Employee Retirement Income Security Act of 1974 (ERISA).

### Employer Identification Number (EIN)

The employer identification number is 94-0890210.

### Plan Sponsor and Plan Administrator

Chevron Corporation is the plan sponsor and administrator and can be reached at the following address:

Chevron Corporation

P.O. Box 6075

San Ramon, CA 94583-0767

1-888-825-5247 (610-669-8595 outside the U.S.).

Dependent Life Insurance Plan
<p><b>Plan number:</b> 698</p> <p><b>Claims Administrator/Insurer:</b> Claims: MetLife Group Life Claims   P.O. Box 6100   Scranton, PA 18505-6100 Statement of Health Unit   P.O. Box 14069   Lexington, KY 40512-4069</p> <p><b>Type of Administration:</b> Insurer</p> <p><b>Funding/Source of Contributions:</b> Employee paid</p> <p><b>Type of Plan:</b> Life Insurance</p>

### Agent for Service of Legal Process

Any legal process related to the plans should be served on:

Service of Process

Chevron Corporation

6001 Bollinger Canyon Road

Building T (T-3371)

San Ramon, CA 94583

For the life and accident insurance plans legal process also can be served on the plan administrator.

## **Administrative Power and Responsibilities**

Chevron Corporation has the discretionary authority to control and manage the administration and operation of the Dependent Life Insurance Plan. Chevron Corporation shall have the full, exclusive and discretionary authority to prescribe such forms; make such rules, regulations, interpretations and computations; construe the terms of the Plan; determine all issues relating to coverage and eligibility for benefits; and take such other action to administer the Plan as it may deem appropriate in its sole discretion. Chevron Corporation's rules, regulations, interpretations, computations and actions shall be final and binding on all persons. Such discretionary authority can also be exercised by a delegate.

## **Plan Amendments and Changes**

Chevron Corporation reserves the right to change or terminate a plan at any time and for any reason. A change also can be made to premiums and future eligibility for coverage and can apply to those who retired in the past, as well as to those who retire in the future. Once approved, plan changes are incorporated into the plan texts, SPDs and vendor administration at the effective date.

## **Participating Companies**

A complete list of the participating companies (designated by Chevron Corporation) whose employees are covered by each of Chevron's benefit plans can be obtained by writing to the plan administrator.

## **Collective Bargaining Agreements**

If a union represents you, you're eligible for the health care plans, provided both of the following apply:

- Your collective bargaining agreement allows for your participation.
- You meet the plans' eligibility requirements.

Generally, Chevron's collective bargaining agreements don't mention specific plans or benefits. They merely provide that Chevron will extend to its employees who are members of the collective bargaining unit, the employee benefit programs that it generally makes available.

In some cases, however, a collective bargaining agreement contains more restrictive rules regarding participation or benefits than the rules described here. In such cases, the provisions of the collective bargaining agreement will prevail. For example, represented employees in a particular location might be able to enroll only in particular HMOs sponsored by the union.

A copy of any relevant collective bargaining agreement can be obtained by participants upon written request to their union representative.

All documents for this plan are available for examination by participants who follow the procedures outlined under Your ERISA Rights.

## **Incorrect Computation of Benefits**

If you believe that the amount of the benefit you receive from the plan is incorrect, you should notify the claim administrator in writing. If it's found that you or a beneficiary wasn't paid benefits you or your beneficiary was entitled to, the plan will pay the unpaid benefits.

Similarly, if the calculation of your or your beneficiary's benefit results in an overpayment, you or your beneficiary will be required to repay the amount of the overpayment to the plan.

The claim administrator may make reasonable arrangements with you for repayment, such as reducing future benefits under the plan from which you received the overpayment.

## **Recovery of Overpayments**

An "overpayment" is any payment made in excess of the amount properly payable under the plan. Upon any overpayment, the plan shall have a first right of reimbursement and restitution with an equitable lien by contract in such amount.

Furthermore, the holder of such overpayment shall hold it as the plan's constructive trustee.

If you and/or your covered dependent has cause to reasonably believe that an overpayment may have been made, you and/or your covered dependent must promptly notify the claims administrator of the relevant facts. If the claims administrator determines that an overpayment was made to you (or any other person), it will notify you in writing and you shall promptly pay (or cause another person to pay) the amount of such overpayment to the claims administrator.

If the claims administrator has made a written demand for the repayment of an overpayment and you (or another person) have not repaid (or caused to be repaid) the overpayment within 30 days following the date on which the demand was mailed, then any amounts subsequently payable as benefits under the plan with respect to you and/or your covered dependent may be reduced by the amount of the outstanding overpayment, or the claims administrator may recover such overpayment by any other appropriate method that the claims administrator (or the Corporation) shall determine.

## **Plan Year**

The plan year for the Dependent Life Insurance Plan begins on January 1 and ends on December 31 of each year.

## **No Right to Employment**

Nothing in your benefit plans gives you a right to remain in employment or affects Chevron's right to terminate your employment at any time and for any reason (which right is hereby reserved).

## **Future of the Plans**

Chevron Corporation has the right to change or terminate a plan, including this Plan, at any time and for any reason. Certain rules apply as to what happens when a plan is changed, terminated or merged.

Claims incurred under this plan before the date the plan is changed or terminated won't be affected.

Claims incurred after the date the plan is changed or terminated won't be covered.

# Your ERISA Rights

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The Employee Retirement Income Security Act of 1974 (ERISA) protects your benefit rights as an employee. It doesn't require Chevron Corporation to provide a benefit plan; however, it does provide you with certain legal protections under the ERISA plans that Chevron Corporation does provide. This section summarizes these rights. In addition, you should be aware that Chevron Corporation reserves the right to change or terminate the plans at any time. Chevron Corporation will make every effort to communicate any changes to you in a timely manner.

As a participant in the Plan you're entitled to certain rights and protections under ERISA.

## Receive Information About Your Plan and Benefits

You have the right to:

- Examine (without charge) at the plan administrator's office and at other specified locations, such as work sites, all Plan documents. These may include insurance contracts, collective bargaining agreements, official Plan texts, trust agreements and copies of all documents, such as 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 (EBSA).
- Obtain (by writing to the plan administrator) copies of all documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, copies of the latest Form 5500 annual report, and an updated SPD. The plan administrator can make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

## Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon certain people who are responsible for the operation of Chevron Corporation's plans. These people are called "fiduciaries" and have a duty to exercise fiduciary functions prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union or any other person, can fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your ERISA rights.

## 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 (without charge) copies of documents related to the decision, and to appeal any denial — all within certain time schedules. Under ERISA, there are steps you can take to enforce your ERISA rights. For instance:

- If you request a copy of the plan documents or the plan's latest annual report and do not receive them within 30 days, you can file suit in a federal court. In such a case, the court can 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 disagree with the plan's decision or lack of response to your request concerning the qualified status of a domestic relations order or medical child support order, you can file suit in a federal court.
- If you have a claim for benefits that is denied or ignored, in whole or in part, you can file suit in a state or federal court (see the Filing a Lawsuit section below).
- If it should happen that plan fiduciaries misuse the plan's money, or if you're discriminated against for asserting your ERISA rights, you can seek assistance from the U.S. Department of Labor or you can file suit in a federal court.

If you file suit, the court decides who should pay court costs and legal fees. If you're 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 claims administrator and/or 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 (EBSA), 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 also can obtain certain publications about your rights and responsibilities under ERISA by:

- Calling the Employee Benefits Security Administration publications hotline at 1-866-444-3272.
- Logging on to the Internet at [www.dol.gov/ebsa/publications/main.html](http://www.dol.gov/ebsa/publications/main.html).

## Filing a Lawsuit

You can file a lawsuit under section 502(a) of ERISA to recover a benefit under the plan, provided all of the following have been completed:

- You initiate a claim as required by the plan.
- You receive a written denial of the claim.
- You file a timely written request for a review of the denied claim with the plan administrator or the claims administrator (or you receive written notification that the appeal has been denied).

If you don't receive a timely written denial of the claim, the plan administrator reserves the right to contend that you still cannot file a legal action until you file a timely written request for a review of the denied claim with the appropriate plan administrator and that review is complete. If you want to take legal action after you exhaust the claims and appeals procedures, you can serve legal process on:

Service of Process  
Chevron Corporation  
6001 Bollinger Canyon Road  
Building T (T-3371)  
San Ramon, CA 94583-2324

You also can serve process on the plan by serving the plan administrator or the plan trustee, if any, at the addresses shown in the Administrative Information section. The plan administrator is the appropriate party to sue for all Chevron benefit plans.



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# Glossary

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## Approved Part-Time Work Schedules

Chevron offers several approved part-time work schedules, including:

- Four 5-hour days (20 hours) per week.
- Five 4-hour days (20 hours) per week.
- Three 8-hour days (24 hours) per week.
- Four 6-hour days (24 hours) per week.
- Three 9-hour days (27 hours) per week.
- Four 7.5-hour days (30 hours) per week.
- Five 6-hour days (30 hours) per week.

You must get management approval to work a part-time schedule.

## Casual Employee

An employee who's hired for a job that's expected to last no more than four months and who isn't designated by Chevron as a seasonal employee.

## Common-Law Employee

A worker who meets the requirements for employment status with Chevron under applicable laws.

## Company

Chevron Corporation and those of its subsidiaries that it has designated to participate in the Omnibus Health Care Plan and that have accepted such designation by appropriate corporate action. Such designation may include a limitation as to the classes or groups of employees of such subsidiary that may participate in the Dependent Life Insurance Plan.

## Corporation

Refers to Chevron Corporation.

## Incapacitated Child

An incapacitated child is a dependent child who is:

- Incapable of self-sustaining employment by reason of mental retardation or a mental or physical disability (proof of which must be medically certified by a physician).
- Dependent on you, you and your spouse/domestic partner or your surviving spouse/domestic partner who is covered under the plan, for more than one-half of his or her financial support.
- Your or your spouse/domestic partner's qualifying child under section 152 of the Internal Revenue Code. This means that during the calendar year the individual 1) is your child, brother, sister stepbrother, stepsister or a descendent of such person; 2) lives with you for more than one-half the year and 3) does not provide over one-half of his or her own support.

The dependent child must be incapacitated before turning age 25.

When the child reaches age 25, and periodically thereafter, Chevron Corporation will require you to provide documentation stating that the child continues to be incapacitated.

## **Leased Employee**

Someone who provides services to Chevron in a capacity other than that of a common-law employee. In addition, the employee must meet the requirements of section 414(n) of the Internal Revenue Code. This law requires Chevron to treat leased employees as if they're common-law employees in some respects, but doesn't require that they be eligible for benefits.

## **Life Event**

If you experience certain life events, you may be allowed to make changes to your Dependent Life Insurance coverage. The following life events may affect your coverage:

- You get married or acquire a domestic partner.
- You get divorced or your domestic partnership ends.
- Your spouse/domestic partner or child dies.
- You have a baby, adopt or have a child placed with you for adoption.
- Your unmarried dependent child becomes eligible or ineligible for coverage (for example, he or she reaches the plan's eligibility age limit or gets married).
- You or your spouse/domestic partner experiences a change in employment status (for example, starts or ends employment, strikes or locks out, changes from part-time to full-time or vice versa).
- You begin or return from a leave of absence without pay.

If you experience a life event, or to verify if an event you've experienced is considered a life event, within 30 days of the event, please contact MetLife through the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.).

## **Payroll**

The system used by Chevron to withhold employment taxes and pay those it classifies as its common-law employees. The term doesn't include any system to pay workers whom Chevron doesn't consider to be common-law employees and for whom employment taxes aren't withheld — for example, it doesn't include workers Chevron regards as independent contractors or common-law employees of independent contractors — even if they should be deemed to be its common-law employees.

## **Professional Intern**

An individual who works either a full-time or part-time work schedule and whose work periods with Chevron alternate with school periods.

## **Qualified Domestic Relations Order (QDRO)**

Any court order made pursuant to a state domestic relations law that relates to divorce, legal separation, custody or support proceedings. Orders must be honored by the plan if the order meets certain requirements to be a QDRO.

The QDRO recognizes the right of someone other than you to receive your plan benefits. The order could include an award to a former spouse of a portion of plan benefits that you or your beneficiary is eligible to receive. This means that your benefits would be reduced and the benefits payable to your surviving spouse or beneficiary would also be less.

If you want more information about qualified domestic relations orders, or to obtain a description of the procedures for QDRO determinations at no charge, address your written correspondence to:

Chevron HR Service Center  
The QDRO Processing Group  
P.O. Box 199708  
Dallas, TX 75219-9708

or via overnight mail to:

Chevron HR Service Center  
The QDRO Processing Group  
2828 N. Haskell Ave. Bldg 5  
Mail Stop 516  
Dallas, TX 75204-2909

## **Regular Work Schedule**

A continually recurring pattern of scheduled work that's established and changed by Chevron as necessary to meet operating needs.

## **Seasonal Employee**

An individual who's hired to work a regular work schedule for a portion of each year on a repetitive basis in a job designated to cover a seasonal operating need.

## **Spouse**

A person to whom you are legally married under the law of a state or other jurisdiction where the marriage took place.