



# **pension plan of chevron mining inc.**

for employees represented by  
the united mine workers of America  
under western coal wage agreements  
**summary plan description**  
effective january 1, 2017

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This summary plan description (SPD) describes the *Pension Plan of Chevron Mining Inc. for Employees Represented by the United Mine Workers of America under Western Coal Wage Agreements* (the “Plan” or the “UMWA Plan”). It contains important information regarding the Plan.

This SPD describes the terms of the *Pension Plan of Chevron Mining Inc. for Employees Represented by the United Mine Workers of America under Western Coal Wage Agreements* as of January 1, 2017. The information presented here constitutes the SPD of the Plan as required by the Employee Retirement Income Security Act of 1974 (ERISA). Since this is a summary, the description doesn’t cover every provision of the Plan. Many complex concepts have been simplified or omitted in order to present a more understandable Plan description. If the Plan description is incomplete or if there’s any inconsistency between the information provided here and the official Plan text, the provisions of the official Plan text will prevail to the extent permitted by law.

If you have questions regarding the Plan, or if you are planning for your retirement, please contact the HR Service Center at 1-888-825-5247.

The Plan provides benefits to certain eligible employees of Chevron Mining Inc., a wholly owned subsidiary of Chevron Corporation. Chevron Corporation serves as the Plan Sponsor and Plan Administrator.

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)**.



# update to addresses for benefits correspondence effective June 1, 2020

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**Update to the summary plan descriptions (SPD)  
All changes described in this SMM are effective June 1, 2020.**

The enclosed information serves as an official summary of material modification (SMM). Please keep this information with your other plan documents for future reference. You can access the summary plan descriptions for your benefits at [hr2.chevron.com](http://hr2.chevron.com) or by calling the HR Service Center at **1-888-825-5247 (1-832-854-5800 outside the U.S.)**.

The **new address** for correspondence with the Chevron Human Resources Service Center is as follows:

- **For health and welfare correspondence**  
Chevron Human Resources Service Center | PO Box 981901 | El Paso, TX 79998
- **For pension and QDRO correspondence**  
Chevron Human Resources Service Center | PO BOX 981909 | El Paso, TX 79998
- **For COBRA correspondence**  
Use the address included on your payment coupons

The addresses below may be referenced in this summary plan description and should be considered **no longer active and valid**. Please use the appropriate new address above in place of these addresses below:

P.O. Box 18012  
Norfolk, VA 23501

P.O. Box 199708  
Dallas, TX 75219-9708

COBRA/Conduent HR  
Services  
P.O. Box 382064  
Pittsburgh, PA 15251-8064

The QDRO Service Center  
1434 Crossways  
Chesapeake, VA 23320

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



# required minimum distributions effective january 1, 2020

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## Update to the summary plan descriptions (SPD)

All changes described in this SMM are effective January 1, 2020 unless otherwise indicated.

The enclosed information serves as an official summary of material modification (SMM) for the retirement and pension plans referenced herein. Please keep this information with your other plan documents for future reference. You can access the summary plan descriptions for your benefits at [hr2.chevron.com](http://hr2.chevron.com) or by calling the HR Service Center at 1-888-825-5247.

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## definition of required minimum distribution

This change applies to the Chevron Retirement Plan (SPD for Employees Hired Before January 1, 2008, SPD for Employees Hired on or After January 1, 2008, and SPD for Supplement VV), the Chevron-MEBA Marine Pension Plan, the Star Enterprise Retirement Plan, the Chevron-SUP Marine Pension Plan, and the Pension Plan of Chevron Mining Inc. for Employees Represented by the United Mine Workers of America Under Western Coal Wage Agreements.

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Effective **January 1, 2020**, a new definition has been added to the *Glossary* section as follows:

### Required Minimum Distribution

Section 401(a)(9) of the Internal Revenue Code, as updated by the Setting Every Community Up for Retirement Enhancement (SECURE) Act, requires mandatory distributions from the Plan, known as required minimum distributions, upon reaching certain milestones.

- **If you were born before July 1, 1949**, the Plan is required to start paying your benefit by the April 1 following the year in which you reach age 70½ or terminate employment, whichever is later.
- **If you were born on or after July 1, 1949**, the Plan is required to start paying your benefit by the April 1 following the year in which you reach age 72 or terminate employment, whichever is later.

*This communication provides only certain highlights about changes of benefit provisions. It is not intended to be a complete explanation. If there are any discrepancies between this communication and the legal plan documents, the legal plan documents will prevail to the extent permitted by law. There are no vested rights with respect to Chevron health care plans or any company contributions towards the cost of such health care plans. Rather, Chevron Corporation reserves all rights, for any reason and at any time, to amend, change or terminate these plans or to change or eliminate the company contribution toward the cost of such plans. Such amendments, changes, terminations or eliminations may be applicable without regard to whether someone previously terminated employment with Chevron or previously was subject to a grandfathering provision. Some benefit plans and policies described in this document may be subject to collective bargaining and, therefore, may not apply to union-represented employees.*

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# benefit contact information

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## **Chevron Benefits HR2 Website**

### **Why access this website**

- Access summary plan descriptions (SPDs).
- Access benefit information and documents.
- Get benefit phone numbers and access websites referenced in this summary plan description.

### **Website information**

- You don't need a password to access the information posted on this website.
- [hr2.chevron.com](http://hr2.chevron.com) as an employee.
- [hr2.chevron.com/retiree](http://hr2.chevron.com/retiree) after you leave Chevron.

## **Human Resources Service Center (HR Service Center) and Benefits Connection Website**

### **Why contact this administrator**

- Request a retirement estimate.
- Request an *Intent to Retire* package.
- To report a death.
- Change your address with Chevron.
- Update your beneficiary designation for this benefit plan.
- Request a printed copy of summary plan descriptions (SPD).

### **Phone information**

- Choose the option for the "Chevron Retirement Plan"
- 1-888-825-5247 (inside the U.S.)
- You'll need your Personal Identification Number (PIN) when you call the HR Service Center. If you don't know or forget your PIN, hold the line each time you are prompted to enter it until you are presented with further options and instructions.

## **Human Resources Service Center (HR Service Center) and Benefits Connection Website**

### **Website information**

- **Benefits Connection** website for personal information and to conduct certain transactions, such as changing your address, updating your beneficiaries, viewing your benefits.
- As an employee, go to **hr2.chevron.com** and click the **Benefits Connection** link.
- After you leave Chevron, go to **hr2.chevron.com/retiree** and click the **Benefits Connection** link.
- If you have access to a Chevron workstation connected to the GIL computing network, you can use the automatic login feature; you don't need a password to access the Benefits Connection website.
- If you don't have access to a Chevron workstation connected to the GIL computing network, you will need to enter your Benefits Connection User ID and Passcode; automatic login is not available. Follow the instructions on the Benefits Connection login screen if you need to register to use the website or if you don't remember your User ID and Passcode. Please note that the PIN used when you call the HR Service Center is *different* from the Passcode used to access the Benefits Connection website.

### **Summary Plan Descriptions**

Summary Plan Descriptions (SPDs) provide detailed information about your Chevron benefit plans such as eligibility, claims and participation.

- Go to **hr2.chevron.com** as an employee.
- Go to **hr2.chevron.com/retiree** after you leave Chevron.
- You can also call the HR Service Center to request that a copy be mailed to you, free of charge.

# highlights

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Here are some Plan highlights:

- Participation is automatic from your first day as an eligible employee.
- Chevron pays the cost of your benefit.
- You have a non-forfeitable right to a benefit if you are vested when your employment ends — generally, if you have at least five years of Vesting Service.
- The Plan provides a death benefit for your surviving Spouse if you're vested and die before your Annuity Starting Date.
- Your benefit is calculated pursuant to Article XVIII of the most recent wage agreement between Chevron Mining Inc. and the International Union, United Mine Workers of America.
- You can elect different forms of payment, such as a straight life annuity or a 50%, or 75% Joint & Survivor annuity.
- Your benefit is payable after your employment ends with the Company and all Signatory Employers. It is first payable as of the first of the month after the month in which:
  - Your employment ends if you have attained Normal Retirement Age by the earlier of attaining age 65 OR both attaining age 62 and completing 10 years of Vesting Service or at least 20 total years of Credited Service, Reciprocal Service, and Nonsignatory Past Service; or
  - You have attained age 55, if you have completed at least five years of Vesting Service or at least 20 total years of Credited Service, Reciprocal Service, and Nonsignatory Past Service; or
  - You become totally disabled as a result of a mine accident, if you have completed at least 10 years of Vesting Service.

# participation

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To participate in the Plan, you must either have an undistributed benefit in the Plan or be an eligible employee.

Generally, you are an eligible employee if you are represented by the United Mine Workers of America (“UMWA”) and are employed by the Company in a classified job within the union bargaining units covered by the P&M Wage Agreements.

You will generally become eligible to participate in the Plan as of the first day of the month coinciding with or next following completion of (a) one 12-month period commencing on your date of employment as an eligible employee during which you perform 1,000 Hours of Service or (b) one year of Vesting Service, whichever occurs first.

You are generally *not* an eligible employee and cannot actively participate in the Plan if:

- You are compensated for services by a person other than the Company — even if for any reason you are determined to be a Company common-law employee.
- You are not on the payroll of the Company — even if for any reason you are determined to be a Company common-law employee.
- You are a Leased Employee according to the provisions of IRC section 414(n).
- You are subject to a written agreement that provides that you are not eligible to participate.
- You are a member of a collective bargaining unit, unless eligibility for participation by members of that unit is provided under an agreement between the Company and the collective bargaining unit.
- The Company has not treated you as its common-law employee and for that reason has not withheld employment taxes at that time — even if for any reason you are determined to be a Company common-law employee.

The Company, in its sole discretion, determines your status as an eligible employee and whether you’re eligible to participate in the Plan. Subject to the Plan’s administrative review procedures, the Company’s determination is final, conclusive and binding.

You automatically are enrolled in the Plan on the day you meet the eligibility requirements.

Your participation in the Plan ends on the earliest of these dates:

- Your entire Plan benefit is distributed.
- Your entire unvested Plan benefit is forfeited due to a Permanent Service Break.
- Your death.

Even though your participation ends upon your death, the Plan may pay a death benefit to your surviving Spouse if you die before your Annuity Starting Date with an undistributed vested benefit or if you were receiving a Plan benefit that provided for continued payments to your Spouse after your death.

## plan costs and contributions

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Chevron pays the costs of the Pension Plan.

### **Trust Fund**

All contributions to the Plan are held in a trust fund set up to provide future pension benefits and to pay Plan expenses.

# how your benefit is calculated

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While the Plan provides for various forms of benefit payments, the benefit is first calculated as a monthly Straight Life Annuity payable at Normal Retirement Age or, if later, as of the first month following your termination of employment. Any other payment form is determined on the basis of the monthly Straight Life Annuity amount and the Plan's Actuarial Factors.

Your benefit will be calculated based on the following monthly Straight Life Annuity amounts. The dollar multipliers in the benefit formula are based on the wage agreement in effect on your date of termination from the Company.

For participants who **terminated** on or after August 1, 2008, the Age 62 Retirement Pension is the **MONTHLY** Accrued Benefit based on the greater of the two formulas, (A) or (B) below:

(A) For participants who terminated on or after August 7, 2004, the monthly benefit is the sum of:

- \$7.50 times Nonsignatory Past Service
- \$34.50 times the FIRST 10 years of Credited Service earned prior to January 1, 1989 (maximum 10 years credited for this component)
- \$35 times the SECOND 10 years of Credited Service earned prior to January 1, 1989 (maximum 10 years credited for this component)
- \$35.50 times the THIRD 10 years of Credited Service earned prior to January 1, 1989 (maximum 10 years credited for this component)
- \$36 times the years in excess of 30 years of Credited Service earned prior to January 1, 1989
- \$42 times the years of Credited Service earned in 1989
- \$46.50 times the years of Credited Service earned between January 1, 1990 through December 31, 1993
- \$49.50 times the years of Credited Service earned between January 1, 1994 through December 31, 2006
- \$57 times the years of Credited Service earned on or after January 1, 2007

(B) For participants who terminated on or after August 1, 2008, the monthly benefit is sum of:

- \$7.50 times Nonsignatory Past Service
- \$38.50 times Credited Service earned prior to January 1, 1994
- \$49.50 times Credited Service earned between January 1, 1994 through December 31, 2006
- The greater of
  - \$55 times Credited Service earned on or after January 1, 2007, if the participant terminates prior to August 1, 2008, OR
  - \$57 times Credited Service earned on or after January 1, 2007, if the participant terminates between August 1, 2008 through July 31, 2010, OR
  - \$59 times Credited Service earned on or after January 1, 2007, if the participant terminates on or after August 1, 2010

**Example #1**

Birth Date: 10/16/1959

Termination Date: 12/31/2012

Pre-89 Service: 7.1 years

1989 Service: 1.0 years

1990-1993 Service: 4.0 years

1994-2006 Service: 13.0 years

2007 – 2013 Service: 5.5 years

(A)

Credited Service	CS Amount	Monthly Rate	Amount
Pre-89	7.1	\$34.50	\$244.95
	0	\$35.00	\$0.00
	0	\$35.50	\$0.00
	0	\$36.00	\$0.00
1989	1	\$42.00	\$42.00
1990-1993	4	\$46.50	\$186.00
1994-2006	13	\$49.50	\$643.50
2007-2013	5.5	\$57.00	\$313.50
Total	30.6		<b>\$1,429.95</b>

(B)

Credited Service	CS Amount	Monthly Rate	Amount
Pre-1994	12.1	\$38.50	\$465.85
1994-2006	13	\$49.50	\$643.50
2007-2012	5.5	\$59.00	\$324.50
Total	30.6		<b>\$1,433.85</b>

The participant's benefit is \$1,433.85.

**Special Payment**

Annually, a participant in payment status receives a single additional payment of \$800 for the month of August. If the pensioner is a surviving Spouse, the annual single payment is \$650 for the month of August. For participants receiving a disability retirement pension or minimum disability retirement pension, the annual single payment is \$550 for the month of August. The payments are issued on July 31.

If a retiree who is otherwise eligible for a special payment dies during the month of July, they are still entitled to the payment.

Alternate Payees under a QDRO are not eligible for special payments.

If a participant first commences their benefit in the month of August, they will also receive a special payment for that month.

# when you're eligible to receive a benefit

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You are eligible for an Age 62 Retirement if you attain age 62 and have at least 10 Years of Vesting Service or 20 Years of Credited Service.

You are eligible for an Early Retirement (Age 55 Retirement) if you attain age 55 *while in active service* and have at least 10 Years of Vesting Service or 20 Years of Credited Service. You can elect to commence your Early Retirement Pension as early as the first of the month after you attain age 55. In this case, your pension amount will be reduced one-quarter percent per month that you are younger than age 62.

You are eligible for a Disability Retirement if you have at least 10 Years of Vesting Service and become totally disabled as a result of a mine accident while working for the employer. For this purpose, Disability is described under Title II of the Social Security Act.

You are eligible for a Vested Termination benefit if your employment ends after you attain age 65 or after you have five years of service. Your benefit can be paid as early as the month after the month you attain age 55. You can elect to commence your Vested Termination Pension as early as the first of the month after you attain age 55. In this case, your pension amount will be reduced actuarially for each month you are younger than age 62.

Before you elect to receive your benefit, call the HR Service Center for benefit estimates, so you can make an informed election of the form of payment you want. The HR Service Center will provide estimates for each of the different forms of payment, calculated as of your requested Annuity Starting Date. However, please be aware that the terms of the Plan ultimately govern the determination of the Plan benefit to which you are entitled. Any benefit estimate or other information provided by the HR Service Center in no way alters what you are entitled to under the terms of the Plan.

## Termination Before Becoming Vested

If your employment ends before you become vested, you're not eligible for any benefit from the Plan.

## Vesting

Vesting refers to whether you have a right to a benefit when your employment ends. You're vested in your Plan Benefit if any of the following applies:

- You have five Years of Service.
- You reach age 65 during employment, regardless of your Years of Service.

# forms of payment

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There are a number of optional forms of payment available.

Generally, the payment options listed below are available to all members who have a benefit with a present value of more than \$1,000. You can select the option that best suits your needs. However, if you are married, your Spouse will have to consent to an option other than a 50 percent (or greater) Joint and Survivor Annuity Option.

## Calculating Optional Forms of Payment

The initial monthly pension amount is the basic benefit calculated under the Plan's benefit formula. All optional forms of payment are calculated using this pension as a starting amount. Here's how your Plan Benefit is converted to an optional form of payment:

Step 1: Your initial monthly pension amount is calculated using the Plan's formula.

Step 2: If you want to receive your benefit before Normal Retirement Age, your pension amount from Step 1 may be reduced to calculate a pension amount at your Annuity Starting Date.

Step 3: If you elect an optional form of payment other than a Straight Life Annuity, it will be calculated by applying the Actuarial Factors in effect under the Plan to the pension amount from Step 2. The result will be the benefit payable to you beginning on your Annuity Starting Date.

See the chapter titled **A Plan Benefit Example** for examples of how benefits are calculated under the different payment options.

## Straight Life Annuity Option

Your Plan Benefit is initially calculated as a Straight Life Annuity. The Straight Life Annuity option pays you a fixed amount each month for your lifetime. These pension payments stop when you die.

If you are married, your Spouse must consent in writing, which must be notarized, to this form of distribution.

## Joint and Survivor Annuity Option

The Joint and Survivor Annuity Option pays you a monthly pension for your lifetime that is smaller than the Straight Life Annuity. Upon your death, a percentage (50 percent or 75 percent, which you elect) of your monthly benefit is paid to your Spouse for his or her lifetime.

For married members, the 50% Joint and Survivor Annuity is the normal form of payment under the Plan, that must be paid unless your Spouse consents to another form.

If you are eligible for Age 55 Retirement, Age 62 Retirement, Disability Retirement or Deferred Vested Retirement with 20 or more years of Credited Service, upon your death your eligible Spouse will receive 75 percent of the amount you were receiving at retirement. If you had retired but not yet commenced your benefit, your eligible Spouse will receive 75 percent of the amount you have received if you had retired and commenced on the date your surviving Spouse elects to commence.

## when your benefit can be paid

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You can elect to receive (or begin receiving) your vested Plan benefit no earlier than the first day of the month after the month in which you cease being a Chevron employee and have met the Plan's commencement rules. This is called the Annuity Starting Date (even if you take a lump-sum distribution).

Your Annuity Starting Date is determined by three factors: the date your employment ends, the date you meet the Plan's commencement requirements, and the date the HR Service Center receives a valid election form (and other required forms) from you.

**Automatic Distribution at or After Age 70½** The Plan is required to start paying your benefit by the later of the April 1 following the year you reach age 70½ or the date your employment terminates. If you file an election form before the date your benefit is to commence, you can choose the form of payment for your benefit. If you don't file an election form, your benefit is paid as a Straight Life Annuity (if you're single) or as a 50% Joint and Survivor Annuity (if you're married).

### How to Apply for Your Plan Benefit

You should notify your supervisor and Human Resources office as soon as possible after you decide to end your employment. As soon as you decide to commence retirement, you should also contact the HR Service Center at 1-888-825-5247 to request your Plan distribution election forms no earlier than 90 days before you want to start your benefits. The HR Service Center will give you information about processing your distribution.

No benefit will be paid unless you file the proper forms.

### Mandatory Distribution of Small Amounts

If the present value of your benefit is \$1,000 or less, your benefit is automatically paid to you in a lump sum as soon as possible after your employment ends. However, you may elect a direct rollover into an IRA or another qualified plan, if you file the proper forms within 60 days after you receive your retirement package from the HR Service Center.

## a plan benefit example

Here's an example to show how a Plan benefit is calculated for a member with 30 years of service whose employment ends after January 1, 2010:

### Plan Benefit Formula

A Plan benefit is first calculated as a monthly pension. The benefit may then be reduced depending on your Years of Service to determine the benefit payable beginning at your Annuity Starting Date. Here's how your Plan Benefit is calculated, using the assumptions shown below.

Assumptions	
<ul style="list-style-type: none"> <li>• Years of Service = 30</li> <li>• Years of Credited Service = 30</li> <li>• Years of Reciprocal Service or Nonsignatory Past Service = 0</li> <li>• Age at Annuity Starting Date = 58</li> <li>• Member is single</li> <li>• This member is eligible to receive an Early Retirement Benefit.</li> </ul> <p>These assumptions are hypothetical and used only for illustrative purposes. Your benefit is based on the factors that apply to you when you start your benefits.</p>	
Calculation of Regular Retirement Pension as a Straight Life Annuity	
Plan benefit	\$ 1,040.79
EQUALS Regular Retirement Pension	\$ 1,040.79

If you want your benefit paid in a different form of payment, you may choose one of the following:

- Straight Life Annuity Option
- Joint and Survivor Annuity Option

### Joint and Survivor Annuity Option

If you want all or part of your monthly benefit to continue to a survivor for his or her lifetime following your death, you can elect the Joint and Survivor Annuity Option.

Here are examples of how your benefit is calculated under the 50 Percent and 100 Percent Joint and Survivor Annuity Options, using the assumptions shown below.

Assumptions	
<ul style="list-style-type: none"> <li>• Straight Life Annuity as calculated above= \$1,040.79</li> <li>• Member's age at Annuity Starting Date = 58</li> <li>• Joint annuitant's age at Annuity Starting Date = 55</li> <li>• 50% Joint and Survivor Annuity Option conversion factor = 0.926</li> <li>• 75% Joint and Survivor Annuity Option conversion factor = 0.866</li> </ul> <p>These assumptions are hypothetical and used only for illustrative purposes. Your benefit is based on the factors that apply to you when you start your benefits.</p>	

<b>Calculation of 50% Joint and Survivor Annuity</b>	
Straight Life Annuity	\$1,040.79
TIMES 0.88 reduction factor for commencement prior to Age 62	x 0.880
EQUALS monthly annuity paid to you for your lifetime	\$ 915.90
<b>Calculation of 75% Joint and Survivor Annuity</b>	
Straight Life Annuity	\$915.90
TIMES 75%	x 75%
EQUALS monthly annuity paid to your joint annuitant for his or her lifetime following your death	\$ 686.92

Note: in this example, the member is eligible for Early Retirement. The Plan will provide a surviving Spouse with 75 percent of the amount that the member was receiving at retirement for the remainder of the Spouse's lifetime.

# disability retirement

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If you have completed at least 10 Years of Service and your employment ends because of Total Disability, you may elect to receive a Disability Retirement Pension. This benefit can only be paid in the form of a Straight Life Annuity.

Your Disability Retirement benefit will be the greater of:

- a) Your Age 62 Retirement pension based on your Credited Service, Reciprocal Service, and Nonsignatory Past Service on the date your employment ends, or
- b) \$150 times a fraction of your years of Credited Service over the sum of your years of Credited Service plus Reciprocal Service.

## death benefits

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If you die before your Annuity Starting Date, the Plan provides a death benefit to your surviving Spouse if you are vested. If you die after your Annuity Starting Date, any death benefits will be determined by the payment option you elected.

## some situations that could affect your benefit

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There are some situations that could affect the amount of your benefit or your eligibility for a benefit. For instance:

- You don't receive Credited Service during periods you don't receive earnings (such as time on strike and certain leaves of absence without pay) or when you don't qualify as an eligible employee (for example, when you transfer to a nonparticipating Chevron affiliated company).
- Your benefit is intended for you. Your benefits are protected by law from claims by creditors. This includes bankruptcy. Your benefit can't be used as security for a loan, and it can't be involuntarily transferred or assigned to anyone else, except under the terms of certain court orders known as Qualified Domestic Relations Orders (QDROs). In addition, a court order can't require payment of greater benefits, determined on the basis of actuarial value, to or on behalf of a member than provided by the Plan, regardless of divorce or other legal action. Also, if another person is paid part of your benefit under a QDRO before you begin receiving your benefit, your benefit will be reduced. This reduction, based on actuarial tables, is to account for the earlier payment for part of your benefit.
- If you're re-employed after you've begun to receive your Plan benefit as an annuity, your benefit payments will continue.
- If you're re-employed before you incur a Permanent Service Break, your Plan benefit for each period of employment will be calculated under the terms of the Plan on the date of each period of employment ends using your Credited Service for each period of employment.
- In some cases, your benefit is paid or commences even if you don't file an election form, such as when the present value of your benefit after your employment ends is \$1,000 or less; or by the April 1 following the year you reach age 70½. However, if you reach age 70½ and are still employed, your benefit will not begin until your employment ends.
- Under the Internal Revenue Code, there's a maximum annual benefit that can be paid from the Plan, as well as a maximum benefit that can be paid in other forms. These limits are adjusted annually, based on the level of inflation. You'll be notified if your benefit is restricted as a result of these limits.
- If you're married and you want to elect any payment option other than a Joint and Survivor Annuity of 50 percent or greater with your Spouse as joint annuitant, you must obtain your Spouse's written consent, witnessed by a notary public.
- If the Plan is amended, merged or terminated, special rules protect the benefits you've accrued before that time.
- You're covered under the terms of the Plan when you terminate employment, and the benefits, rights and obligations of you and your Spouse are determined by the Plan's provisions on that date. Other than administrative changes or changes required by law, or unless a subsequent amendment otherwise specifies, any changes made to the Plan after your termination date do not affect you or any benefits payable on your behalf.

## Qualified Domestic Relations Orders

The Pension Plan may be required to pay part of your benefit to your Spouse, former Spouse or dependents under the terms of a Qualified Domestic Relations Order (QDRO). A QDRO is a state court order that meets certain legal requirements and may provide for payment of child support, spousal support, or a community or marital property settlement.

The order could include an award to a former Spouse of a portion of the Plan benefits you or your Spouse is eligible to receive. This means your benefits would be reduced and the benefits payable to your surviving Spouse 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, you can write to:

The QDRO Processing Group  
Chevron Corporation  
P.O. Box 18019  
Norfolk, VA23501-1847

or via overnight mail to:

The QDRO Processing Group  
Chevron Corporation  
1434 Crossways  
Chesapeake, VA 23320

# how to file a claim

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If you or your Spouse believes that you're entitled to a benefit from the Plan that you didn't receive, you or your Spouse can file a written claim for that benefit with Chevron. Address your letter as follows:

Chevron Mining Inc.  
Plan Administrator  
Pension Plan of Chevron Mining Inc. for Employees  
Represented by the UMWA  
P. O. Box 6075  
San Ramon, CA 94583-0775

If you or your Spouse files a claim for a benefit, the Company will send you or your Spouse a decision on the claim within 90 days after the claim is received. However, if there are special circumstances that require additional time, the company will advise you or your Spouse that additional time is needed and then will send you or your Spouse a decision within 180 days after the claim is received.

If the claim for a benefit is denied (in whole or in part), the Company will send you or your Spouse a written explanation that includes:

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

## Appeals Procedures

If a claim is denied in whole or in part and you want to appeal the denial, you or your Spouse must do so within 90 days after you or your Spouse received written notice of the denial.

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

The Review Panel will provide you or your Spouse with a written response to the appeal and will either reverse the earlier decision and provide for payment of the part of your benefit that was initially denied, or it will deny the appeal. If the appeal is denied, the response will contain:

- Specific reasons for the denial and the specific Plan provisions on which the denial is based.
- Information explaining your or your Spouse's right to review and receive, at no charge, copies of Plan documents, records and other information relevant to your or your Spouse's claim for benefits under the Plan.
- A statement explaining your or your Spouse's right to file a civil lawsuit under section 502(a) of ERISA.

The Review Panel doesn't have the authority to change Plan provisions or to grant exceptions to Plan rules.

For appeals regarding the Pension Plan, address your written correspondence to:

Chevron Corporation Review Panel  
Pension Plan of Chevron Mining Inc. for Employees  
Represented by the UMWA  
P.O. Box 6075  
San Ramon, CA 94583-0775

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

You or your Spouse 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 or your Spouse 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 or your Spouse does not receive a written decision within 60 or 120 days (whichever applies), you or your Spouse can take legal action.

## **Administrative Power and Responsibilities**

Chevron has the discretionary authority to control and manage the operation and administration of the Plan, interpret the Plan and determine Plan benefits. Chevron 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 participation and eligibility for benefits; and take such other action to administer the Plan as it may deem appropriate in its sole discretion. Chevron's rules, regulations, interpretations, computations and actions shall be final and binding on all persons. Such discretionary authority also can be exercised by persons delegated such authority by Chevron.

# administrative information

This section provides important legal and administrative information you may need.

## Summary Chart

The following chart contains information about the administration of the Plan.

Plan Name	Plan Number	Plan Trustee	Type of Administration	Type of Plan
Pension Plan of Chevron Mining Inc. for Employees Represented by the United Mine Workers of America under Western Coal Wage Agreements	005	State Street Bank and Trust Company 1 Lincoln Street Boston, MA 02111	Company Administration	Defined Benefit

## Employer Identification Number

Chevron's employer identification number (EIN) is 94-0890210.

## Plan Sponsor and Plan Administrator

Chevron Corporation is the Plan Sponsor and Plan Administrator of the Pension Plan and can be reached at the following address and phone number:

Chevron Corporation  
P.O. Box 6075  
San Ramon, CA 94583-0775

1-888-825-5247

## Agent for Service of Legal Process

Service of legal process can be served on:

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

Service also can be made on the Plan's trustee.

## Participating Companies

A complete list of the Participating Companies whose employees are covered by the Pension Plan can be obtained by writing to the Plan Administrator.

## **Collective Bargaining Agreements**

If a union represents you, you're eligible to participate in the Plan, provided both of the following apply:

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

In some cases, however, a collective bargaining agreement contains more restrictive rules regarding participation or benefits. In such cases, the provisions of the collective bargaining agreement will prevail.

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

All documents for this Plan are available for examination by members who follow the procedures outlined in the chapter titled **Your ERISA Rights**.

## **Incorrect Computation of Benefits**

If you believe the amount of the benefit you receive from the Plan is incorrect, you should notify the Plan Administrator in writing.

If the Plan Administrator determines that you or your Spouse was not paid your full benefits required under the Plan, the Plan will pay the unpaid benefits.

Similarly, if the Plan overpaid you or your Spouse's Plan benefit, you or your Spouse will be required to repay the amount of the overpayment to the Plan. The Plan Administrator may make reasonable arrangements with you for repayment; for example, by reducing future benefits under the Plan.

## **Recovery of Overpayments and Payments Made By Mistake**

If it should happen that you receive benefits in excess of the amount of benefits to which you are otherwise entitled to receive under the Plan, you will be required to return such excess amounts to the Plan. You will also be required to return any payments made by mistake. Chevron may pursue recovery of these amounts either by requiring the payee to return the excess to the Plan, by reducing the payee's account balance, or by any other method deemed reasonable to Chevron or its delegates.

## **Future of the Plan**

Chevron expects to continue the Plan. During the term of the Wage Agreement, Chevron has the right acting together with the Union to change or terminate the Plan by mutual agreement.

### **If the Plan Is Amended, Merged or Terminated**

The following describes what will happen if the Plan is changed, terminated, merged or consolidated.

#### ***Changes***

If the Plan is changed, none of the changes will:

- Reduce any employee's accrued benefit at the time of the change, except as permitted by law.
- Cause any Plan assets to be used for purposes other than providing benefits under the Plan and paying the expenses of administering the Plan.

### ***Termination***

If the Plan is terminated, you'll become vested in the benefit you had accrued up to the date of termination. To the extent required to provide the benefits accrued under the Plan, the assets of the Plan will be allocated among all Plan members and their Spouses, joint annuitants and Beneficiaries according to the terms of ERISA.

If the Plan has assets in excess of the amount required to fully provide for the accrued benefits, that excess will be returned to the Participating Companies. If the Plan is terminated, the Participating Companies will have no further obligation to make contributions to the Plan, but the Plan trust will continue until all funded benefits have been distributed to Plan members and their Spouses, joint annuitants and Beneficiaries.

If the trust fund is insufficient to pay all benefits that were accrued before the termination of the Plan, Chevron will make up the difference.

### ***Partial Termination***

If the Plan has a partial termination (as defined in Internal Revenue Code section 411(d)(3)), as determined by Chevron, those members who are affected by the partial termination will become vested in their accrued benefits. If the accrued benefits of those members and their Spouses, joint annuitants and Beneficiaries aren't fully funded, then, to the extent required by law, Chevron will establish a method to separately account for the portion of the trust fund that's attributable to their accrued benefits. Any such separate accounting will be consistent with the requirements under ERISA.

### ***Merger or Consolidation***

If the Plan is merged or consolidated with another plan or if Plan assets and liabilities are transferred to another plan, to the extent required by ERISA, your accrued benefit immediately after the event will at least equal your accrued benefit immediately before the event.

## **No Right to Employment**

Nothing in the Pension Plan 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).

## **Pension Benefit Guaranty Corporation (PBGC)**

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers all of the following:

- Normal and early retirement benefits.
- Disability benefits if you become disabled before the Plan terminates.
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates.
- Some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates.
- Benefits that are not vested because you have not worked long enough for the company.
- Benefits for which you have not met all of the requirements at the time the Plan terminate.;
- Certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's Normal Retirement Age.
- Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money the Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 1-202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-202-326-4000.

Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at [www.pbgc.gov](http://www.pbgc.gov).

## **Military Service**

Benefits and service credits with respect to "qualified military service" will be provided in accordance with applicable law. This applies if you take leave because of service with the U.S. armed forces and have re-employment rights under the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). You will be entitled to applicable benefits and service credits pursuant to the Plan for the time you spent in qualified military service provided you meet the requirements of USERRA, including notice to the Company or Affiliated Company, and return to employment within the time prescribed by law.

Additionally, and pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008, if you die while on uniformed service leave, your beneficiary will receive any survivor benefits as if you had returned to employment the day before your death.

## **Payments to Children or Legally Incompetent Persons**

In the case of any distribution of Plan benefits to a person Chevron determines is incompetent or unable to handle properly, Chevron may, in its discretion, direct the trustee to make the distribution to (without limitation) a guardian, conservator, spouse or dependent(s) of the person.

## **How to Reach the HR Service Center**

If you have questions regarding the Pension Plan, you can contact the HR Service Center at 1-888-825-5247.

## Plan Documents

This SPD explains the key features of the Plan. Complete details of the Plan can be found in the official Plan document, insurance contracts and trust agreements (if they apply), which govern the operation of the Plan. All statements in this SPD are subject to the provisions and terms of those documents to the extent permitted by law.

Copies of the official Plan document, as well as the annual report of Plan operations and the SPD of the Plan, are available for review, without charge, by any Plan participant, spouse or beneficiary by written request to the Plan Administrator.

The individual document will be sent within 30 days after the Plan Administrator receives your written request. The Plan Administrator can make a reasonable charge for copies.

In the event of a conflict between the descriptions in this SPD and the official Plan document, insurance contracts and trust agreements, the official Plan document, insurance contracts and trust agreements shall prevail to the extent permitted by law. In addition, in the event of any conflict between the description in this SPD (or any other communication, whether verbal or nonverbal) and the Plan, the terms of the Plan shall govern. In all cases, ERISA, the Code or other applicable law shall prevail.

## Plan Year

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

## Personalized Benefit Statements

You can request certain personalized information about the Pension Plan, including:

- Whether you have the right to receive a benefit at the Normal Retirement Age of 65 now and, if so, what your benefit would be.
- If you would *not* be eligible for a benefit if you stopped working now, how many more years you must work to earn that right.

Statements are provided free of charge, but need not be given to you more than once a year.

# **glossary**

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Here are some important terms related to the Pension Plan.

## **Actuarial Equivalent/Actuarially Equivalent**

Means having the same value based on assumptions specified in the Plan. These assumptions are determined by Chevron and may be amended at any time. These assumptions are used to calculate the Actuarial Factors, which in turn are used to calculate your benefit.

## **Actuarial Factors**

Actuarial Factors are calculated by the Plan's actuary. The Actuarial Factors that are used in calculating your benefit are based on the following:

- Your age on your Annuity Starting Date.
- The age of your joint annuitant with respect to joint and survivor annuity options, or the age of your surviving Spouse with respect to death benefit annuity options.
- The form of payment you elect.
- The applicable mortality table used by the Plan.
- The applicable interest rate in effect under the Plan on your Annuity Starting Date.

## **Annuity Starting Date**

Your Annuity Starting Date is the first day of the month you choose after the date the HR Service Center receives a timely, valid election form (and other required forms) from you. The earliest Annuity Starting Date is the first of the month determined by Plan rules that follows the month in which your employment ends.

## **Credited Service**

Generally, Credited Service is the period that you're a participant in the Plan and for which you are an eligible employee and receive pay from a Participating Company. Credited Service includes holidays, vacations, leaves of absence with pay, as well as any time during your employment that you receive Short-Term Disability Plan or Long-Term Disability Plan benefits. It can also include periods you're in military service, on a Family Leave Without Pay, and the first 31 days of certain other leaves of absence without pay. Credited Service doesn't include any period you're on strike or locked out.

If your employment ends before you are vested and you have a Permanent Service Break, you lose your previous Credited Service.

Credited Service is equal to the sum of your Signatory Past Service and Employer Future Service:

Signatory Past Service includes periods of time performed or during which worker's compensation payments were received while in a classified job for an Employer signatory to a wage agreement then in effect. It may also include periods of sickness, military service, or service with the union while working in a classified job per specific rules outlined in the wage agreement. Signatory Past Service also includes periods of time prior to January 1, 1978 that were required to be counted under the terms of the Plan then in effect.

Employer Future Service – one year of Employer Future Service shall be credited for each plan year after December 31, 1977 during which you performed at least 1,600 hours as a classified employee. If you performed less than 1,600 hours but at least 400 hours of service, a fractional year will be credited to the nearest on-tenth (1/10) which equals or exceeds the fraction obtained by dividing the number of hours worked by 1,600.

## **Chevron**

Chevron Corporation.

## **Code**

The Internal Revenue Code of 1986, as amended from time to time.

## **Corporation or Company**

Refers to Chevron Corporation.

## **Leased Employee**

This term refers to someone who provides services to Chevron in a capacity other than that of a common-law employee and who meets the requirements of section 414(n) of the Code.

## **Nonsignatory Past Service**

Service before December 6, 1977, which is credited per the Plan text, including service for an employer in the coal industry not signatory to a Western Coal Wage Agreement, and service after December 6, 1977, which is credited per the Plan text.

## **Normal Retirement Age**

The earlier of the date you:

- Attained the age of 62, and completed at least 10 years of Vesting Service or at least 20 total years of Credited Service, Reciprocal Service, and Nonsignatory Past Service; or
- Attained the age of 65, or the fifth anniversary of the date you commenced participation in the Plan or a predecessor plan (including the 1974 Pension Plan), whichever is later.

## **Participating Company**

Chevron and each other member of the Chevron affiliated group of companies that has been designated in writing as a Participating Company by Chevron.

## **Permanent Service Break**

Currently, a Permanent Service Break occurs if you leave employment with the Chevron affiliated group of companies before becoming vested in a Plan benefit and you're not rehired within a certain period of time. If you have a Permanent Service Break, your prior Vesting and Credited Service are forfeited and not restored, even if you subsequently are rehired. The Plan's break-in-service rules in effect each time you terminate employment determine whether or not you have a Permanent Service Break for your service prior to that termination.

If your employment ends after December 31, 1983, before you were vested, you'll have a Permanent Service Break if you're not rehired within five years or, if greater, within the number of years of Vesting you had completed before you left.

However, there's a difference if you leave Chevron because of your pregnancy, the birth of your child, the placement of a child in your home in connection with his or her adoption or the care of a child following his or her birth or placement. In any of these situations, you won't have a Permanent Service Break if you're rehired within six years or, if greater, within the number of years of Vesting Service you had completed before you left, plus one.

Different rules apply if your employment ended during the period from February 1, 1976, through December 31, 1983. During this period, you had a Permanent Service Break if your employment ended before you were vested and you weren't rehired within the greater of 365 days or the number of years of Vesting Service you had completed before you left.

## **Plan or Pension Plan**

Pension Plan of Chevron Mining Inc. for Employees Represented by the United Mine Workers of America under Western Coal Wage Agreements.

## **Reciprocal Service**

Credited Service of a participant in the Union retirement plan of a Signatory Employer, excluding Nonsignatory Past Service (or its equivalent) as defined under such plan, if such plan is maintained pursuant to a Western Coal Wage Agreement and provides for Reciprocal Service credit (or its equivalent) for Credited Service earned under this Plan.

## **Signatory Employer**

Any business organization other than Chevron which, on or after December 6, 1977, is signatory to a Western Coal Wage Agreement with the Union but only so long as such Signatory Employer maintains a retirement plan providing Reciprocal Service credits for Credited Service under this Plan. The term "Signatory Employer" shall not include any separate business entity (including, without limitation, parent corporations, subsidiary corporations, brother-sister corporations, or trades or businesses under common control) affiliated with a business organization signatory to a Western Coal Wage Agreement, even if service with such other entity is required to be credited under ERISA for purposes of the retirement plan of the affiliated signatory organization, unless such other entity is also signatory to a Western Coal Wage Agreement.

## **Spouse**

Your Spouse is the person you name to receive any benefits that are payable if you should die before your Annuity Starting Date, or to receive any death benefits under an optional form of benefit you elected. You can change or revoke a Spouse at any time. To be effective, any designation of a Spouse, or any change or revocation, must be made in writing on the prescribed form or on the Benefits Connection website and must be received by Chevron before your death. If you fail to name a Spouse or if the Spouse you name is not living when a payment is to be made, your Spouse will be your beneficiary if then living. For purposes of the surviving Spouse benefit, your Spouse is not an "eligible Spouse" unless the you and such Spouse have been married throughout the 9-month period ending on your date of death.

You may designate a Spouse online or by completing a form. Complete your Spouse designation online through the Benefits Connection website at [hr2.chevron.com](http://hr2.chevron.com). After logging into the website, choose the Personal Information link, then Beneficiaries. You also can complete a Designation of Spouse for Benefit Plans (F-41) form, available on the Benefits Connection website. In addition, you can get a copy of the form by contacting the HR Service Center at 1-888-825-5247.

## **Straight Life Annuity**

The Straight Life Annuity pays you a fixed amount each month for your lifetime. These annuity payments stop when you die. The Straight Life Annuity is also used to calculate all other forms of payment available under the Plan.

## **Total Disability**

A participant shall be considered to be totally disabled only if, by reason of a mine accident on or after December 6, 1977, the participant is determined to be eligible for Social Security Disability Insurance Benefits under Title II of Social Security Act, as amended.

## **U.S. Payroll**

Refers to the payroll system used by Chevron to withhold employment taxes and pay its common-law employees who are paid in U.S. dollars and are either U.S. citizens or resident aliens, or are nonresident aliens performing services in the United States. The term *does not* include any system to pay workers whom Chevron doesn't consider to be common-law employees and for whom it doesn't withhold employment taxes.

## **Vesting Service**

One year of Vesting Service shall be credited for each Plan Year after the Effective Date in which you had at least 1,000 Hours of Service for the Employer and Signatory Employers within a Union bargaining unit covered by a Western Coal Wage Agreement. If you had at least 250 such Hours of Service but less than 1,000 Hours of Service, one-fourth (1/4) year of vesting shall be credited for each full 250 Hours of Service.

## **Years of Service**

Your Years of Service determines your eligibility and vesting status in the Plan. Your Years of Service is basically the period of time you're employed by Chevron or by any of the Chevron affiliated group of companies, and when you qualify as a Leased Employee. It also includes similar service with certain companies acquired by Chevron. If you leave Chevron and are rehired within 365 days, your Years of Service will include the time you were away. If you're gone longer than 365 days and you haven't had a Permanent Service Break as a result of your period of absence, your Years of Service before you left will be added to your Years of Service after you're rehired.

# 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 to provide a benefit plan; however, it does provide you with certain legal protections under the ERISA plans that Chevron does provide. This section summarizes these rights. In addition, you should be aware that Chevron reserves the right to change or terminate the plans at any time. Chevron will make every effort to communicate any changes to you in a timely manner.

As a participant in the Pension 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 may 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.
- Obtain a statement telling you whether you have a right to receive benefits at Normal Retirement Age (age 65) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you are not fully vested, the statement will tell you how many more years you have to work to be fully vested. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

## 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 the Pension Plan. 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, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your ERISA rights.

## Enforce Your Rights

If your claim for a 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 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 \$147 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, you may file suit in a federal court.
- If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court.
- If it should happen that Plan fiduciaries misuse the Plan's money, or if you're discriminated against for asserting your ERISA rights, you may seek assistance from the U.S. Department of Labor or you may 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.

### Filing a Lawsuit

You can file a lawsuit to recover a benefit under the Plan, provided all 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 may not 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  
Corporate Governance Department, Chevron Corporation  
6001 Bollinger Canyon Road, Building T – Third Floor  
San Ramon, CA 94583

You also can serve process on the Plan by serving the plan administrator or the Plan trustee, if any, at the addresses shown under the "Administrative Information" section.

The plan administrator is the appropriate party to sue for the Plan.

## **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 (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 may obtain certain publications about your rights and responsibilities under ERISA by:

- Calling the Employee Benefits Security Administration publications hotline at 1-800-998-7542.
- Logging on to the Internet at [www.dol.gov/ebsa/publications/main.html](http://www.dol.gov/ebsa/publications/main.html).