



# **Group Critical Illness Insurance Plan**

Summary Plan Description (SPD)  
Effective January 1, 2017

This document describes the Group Critical Illness Insurance Plan as of January 1, 2017, that Chevron sponsors for eligible employees. This information, together with the Certificate of Insurance for the Group Critical Illness Insurance Plan, constitutes the summary plan description (SPD) of the Group Critical Illness Insurance Plan as required by the Employee Retirement Income Security Act of 1974 (ERISA). These descriptions don't cover every provision of the plan. 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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# Benefit Contact Information

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# 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

## **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** as an employee.
- **hr2.chevron.com/retiree** after you leave Chevron.

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

### **Why contact this administrator**

- Enroll in this plan.
- Make open enrollment elections for this plan.
- Ask about your or your dependents' eligibility to participate in this plan.
- Report qualifying life events – such as a marriage, divorce, birth or death.
- Change your address with Chevron and your benefit plan(s).
- Report a death.
- Register your domestic partner.
- Request a printed copy of summary plan descriptions (SPD).

### **Phone information**

- 1-888-825-5247
- 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.

### **Website information**

- **Benefits Connection** website for personal information and conduct certain transactions, such as changing your address, view your current enrollments and costs, enroll in Chevron benefits, make benefit changes or make open enrollment elections.
- As an employee, go to **hr2.chevron.com** 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.

## 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.

## Mercer Voluntary Benefits

The Group Critical Illness Insurance Plan is insured by Aflac and administered by Mercer Voluntary Benefits.

### Why contact this administrator

- Ask questions about your Group Critical Illness Insurance Plan coverage.
- Ask questions about how the plan works.
- Ask about your payroll deductions for the Group Critical Illness Insurance Plan.
- Request a copy of the Certificate of Insurance.
- Request a claim form or beneficiary designation form

### Phone information

- 1-800-274-4833
- 6 a.m. to 5 p.m. Pacific time (8 a.m. to 7 p.m., Central time), Monday through Friday

## Aflac

The Group Critical Illness Insurance Plan is insured by Aflac and administered by Mercer Voluntary Benefits.

### Why contact this administrator

- Make a claim to receive benefits under this plan.
- Appeal a denied claim for benefits.

### Phone information

- 1-800-433-3036
- Monday through Friday, from 6 a.m. to 5 p.m. Pacific time (8 a.m. to 7 p.m., Central time)

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# Description of the Plan

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# Overview

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- The Group Critical Illness Insurance Plan pays you (unless otherwise assigned) a lump-sum cash benefit, when you or a covered dependent are diagnosed with a covered critical illness. Examples of covered critical illnesses currently include: cancer, heart attack, stroke, major organ transplant and coronary artery bypass surgery.
- Any insured may receive up to 100 percent of the benefit amount upon the diagnosis of a covered critical illness. Benefits are based on the benefit amount in effect on the critical illness date of diagnosis. The current benefit amounts that you can purchase are:
  - Up to \$20,000 for you as an eligible employee
  - Up to \$10,000 for your covered spouse, domestic partner or covered child(ren).  
Dependent children are automatically covered at 50% of the employee face amount.
- This coverage is available to you at group rates. You pay the entire cost of this coverage with after-tax dollars deducted from your pay.
- The Group Critical Illness Insurance Plan includes a waiver of premium feature. If you become Totally Disabled (as defined in the Certificate of Insurance) due to a covered critical illness prior to age 65, after 90 continuous days of total disability, premiums for all insureds will be waived up to 24 months, subject to the terms of the plan.
- You can name anyone or a trust as your beneficiary. To name your beneficiary, download the paper designation form from [hr2.chevron.com](http://hr2.chevron.com) and return it to the address indicated on the form. You can also call Mercer Voluntary Benefits at 1-800-274-4833 to request that a form be mailed to you.
- When you enroll, you'll be required to attest to meeting certain eligibility requirements. See the Eligibility section for more information.
- There is no coordination with other insurance.
- You and your covered dependents will not have to answer medical questions or otherwise prove you are in good health; the Group Critical Illness Insurance Plan doesn't have any pre-existing condition limitations.
- You can enroll during Chevron's open enrollment period, within 31 days of being hired or rehired, or within 31 days of a qualifying life event.
- Group Critical Illness Insurance is not eligible for continuation through COBRA if you leave Chevron. Coverage is portable (with certain stipulations). That means you can take it with you, if you change jobs or retire. It's your responsibility to contact the insurance company within 31 days of leaving Chevron to move to direct bill. You'll pay the insurance company directly for coverage. The insurance company will provide written notice at least 31 days before any change is to take effect.

# Eligibility

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You can select Group Critical Illness Insurance Plan coverage for yourself (employee coverage) or for yourself, your spouse/domestic partner and your eligible children (employee and spouse coverage). Certain eligibility rules apply to those you decide to cover.

## Eligible Employees

Except as described below, you're generally eligible for the Group Critical Illness 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.
- 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're designated by Chevron as a seasonal employee.

When you enroll, you'll be required to attest to meeting certain eligibility requirements, including but not limited to:

- You are actively at work for Chevron at the time of enrollment.
- The person(s) to be insured has comprehensive health benefits from an insurance policy, an HMO plan, or an employer's health benefits. You do not have to be enrolled in Chevron health coverage. This means you can have comprehensive health coverage from another source.
- Your spouse is not disabled or unable to work. Spouse includes Domestic Partner as defined in California Family Code Section 297.

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 the Group Critical Illness Insurance Plan, you should contact:

Chevron Human Resources Service Center  
P.O. Box 18012  
Norfolk, VA 23501

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

## **Eligible Spouse**

You can enroll your spouse for coverage in the Group Critical Illness Insurance Plan.

You can't enroll your spouse for coverage if he or she is either of the following:

- Enrolled as an eligible employee.
- Disabled or unable to work.

If both you and your spouse are eligible employees, each of you can enroll for employee coverage, or one of you can enroll for employee and spouse coverage and include the other as a covered dependent.

Before you can enroll your spouse for coverage, you may be required to provide proof that you're legally married.

## 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. 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.

You can't enroll your domestic partner for coverage if he or she is either of the following:

- Enrolled as an eligible employee.
- Disabled or unable to work.

If both you and your domestic partner are eligible employees, each of you can enroll for employee coverage, or one of you can enroll for employee and spouse coverage and include the other as a covered dependent.

## Eligible Children

You can enroll a dependent child for coverage if he or she is under age 26 and he or she is your or your spouse's or your domestic partner's natural child, stepchild (including existing children of new domestic partners), legally adopted child, or a child placed for adoption who is younger than 26.

Coverage can continue after the child reaches age 26 provided he or she is enrolled in the plan and:

- Is incapable of self-sustaining employment due to mental or physical handicap and is dependent on a parent for support.

The employee or employee's spouse must furnish proof of such incapacity and dependency to the insurance company within 31 days following the dependent child's 26<sup>th</sup> birthday.

Your child isn't eligible under employee and spouse coverage if he or she is either of the following:

- Enrolled for employee coverage as an eligible employee.

Your "other dependents" are not eligible for coverage under this plan.

You may be required to provide proof of your child's eligibility before he or she can be enrolled.

Eligibility rules will be enforced at the time of a claim.

# Participation

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## When and How You Can Enroll

You need to enroll in the Group Critical Illness Insurance Plan to be covered by this benefit. You can enroll during the open enrollment period or within 31 days of:

- Becoming an eligible employee.
- A qualifying life event (see What Is a Qualifying Life Event under Making Changes in this section).

Choose a type of coverage (employee-only or family) and coverage amount. You cannot obtain coverage only for your dependent children.

You can enroll through the Benefits Connection website at **hr2.chevron.com**. You can also contact the HR Service Center at 1-888-825-5247. Your enrollment election continues from year to year unless you make a permitted election change as noted below.

## Making Changes

You can make changes to your benefit elections:

- Within 31 days of a qualifying life event.
- During Chevron's open enrollment period.

You can change your beneficiary at any time by downloading the paper designation form from **hr2.chevron.com** and returning it to the address indicated on the form. You can also call Mercer Voluntary Benefits at 1-800-274-4833 to request that a form be mailed to you. If you want to change or cancel coverage, contact the HR Service Center.

## What Is a Qualifying Life Event

A qualifying life event is any of the following circumstances that may affect coverage:

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

If you experience a qualifying life event and need to change your coverage during the plan year, notify the HR Service Center within 31 days of the event that necessitates the change. If you don't, you can't make a coverage change until the next open enrollment, unless you have another qualifying life event.

## When Participation Begins

You need to enroll in the Group Critical Illness Insurance Plan to be covered by this benefit. Your coverage will begin as follows:

- If you enroll during open enrollment, coverage will begin on January 1 of the following year.
- If you enroll within 31 days of hire or rehire, coverage will begin on the first of the month following enrollment.
- If you enroll within 31 days of a qualifying life event, coverage will begin on the first of the month following enrollment.

If you enroll mid-year within 31 days of a qualifying life event or your hire date, your Group Critical Illness Insurance coverage begins on the first of the month of the following the date your enrollment election is made.

You must be actively at work on the date your coverage is to begin. If you are not actively at work, your coverage will become effective on the date you are next actively at work.

The Group Critical Illness Insurance plan doesn't have a waiting period for benefits.

## When Participation Ends

Your plan participation and coverage ends as follows:

- The first of the month following the date Chevron Corporation is notified of your termination of health and welfare eligibility service.
- The first of the month following the date Chevron Corporation is notified of your change in employment status.
- The first of the month following the date you elect to cancel plan coverage consistent with a qualifying life event.
- The first of the month following the date you no longer meet the plan eligibility requirements and therefore are no longer eligible for coverage under the plan.
- The date of your death.
- The date the plan is terminated.
- The date the Group Critical Illness Insurance group policy is terminated.
- The date you stop making required plan contributions.

Coverage for your spouse, domestic partner and dependent children will end as follows:

- The first of the month following the date your dependent child reaches age 26.
- The first of the month following the date your spouse, domestic partner or dependent child no longer meets the plan eligibility requirements and are therefore no longer eligible for coverage under the plan.
- The date of your spouse's, domestic partner's or dependent child's death.
- The first of the month of the month following the date you elect to cancel coverage for your spouse, domestic partner or dependent child(ren).
- The date your coverage ends.



## 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 your coverage is based on the type of coverage you select (employee-only or family) and your age as of January 1 of each year. Premiums increase on January 1 of each year if a new age band is reached. The Group Critical Illness Insurance plan includes a waiver of premium feature. This means if you become Totally Disabled (as defined in the Certificate of Insurance) due to a covered critical illness prior to age 65, after 90 continuous days of total disability, Aflac will waive premiums for the insured and any covered dependents. As long as you remain totally disabled, premiums will be waived up to 24 months, subject to the terms of the policy. If this situation happens to you, call Mercer Voluntary Benefits at 1-800-274-4833 to request the waiver of premium.

For more detailed cost information, contact the HR Service Center at 1-888-825-5247.

# Naming a Beneficiary

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Your beneficiary is the person, persons or trust you name to receive any Group Critical Illness Insurance Plan benefits payable if you die.

If you name more than one beneficiary, be sure to designate what percentage of the entire benefit should be paid to each. The total must equal 100 percent. You also need to indicate the beneficiaries' relationship to you.

To name your beneficiary, download the paper designation form from **hr2.chevron.com** and return it to the address indicated on the form. You can also call Mercer Voluntary Benefits at 1-800-274-4833 to request that a form be mailed to you.

## Changing Your Beneficiary

Because family situations can change, you may want to review your beneficiary designations from time to time. You can change your beneficiary at any time by downloading the paper designation form from **hr2.chevron.com** and returning it to the address indicated on the form. You can also call Mercer Voluntary Benefits at 1-800-274-4833 to request that a form be mailed to you.

## If You Don't Name a Beneficiary

If you don't designate a beneficiary, or if your beneficiary dies before you, the plan pays benefits according to the standard succession of beneficiaries as follows:

- Any approved assignee,
- Your surviving spouse,
- Your estate.

For purposes of this provision, spouse means a person to whom you are legally married and your marriage is recognized as valid under the laws of the state in which you live.

## Review the Certificate of Insurance

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You should carefully review the Certificate of Insurance to understand what is covered under the plan. For a copy of the Certificate of Insurance, go to **hr2.chevron.com** or contact Mercer Voluntary Benefits at 1-800-274-4833.

# Claims and Appeals

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## Claiming Benefits

The Group Critical Illness Insurance Plan has a claim review process that is followed whenever you submit a claim for benefits. 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.

To file a claim for benefits, submit your completed claim form and supporting documentation to Aflac:

- By mail: Aflac, Attn: Claims, P.O. Box 84080, Columbus, GA 31993-4080
- By fax: 706-243-7577
- By email: [chevronclaims@aflac.com](mailto:chevronclaims@aflac.com)

A claim form is available on the Chevron benefits website at **[hr2.chevron.com](http://hr2.chevron.com)** or by calling Mercer Voluntary Benefits at 1-800-274-4833.

## Appeals Procedures

When you file a claim, Aflac reviews the claim and makes a decision to either approve or deny the claim (in whole or in part). If you or your beneficiary receives notice that a claim is denied (in whole or in part), the notice will include all 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 file a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA) following an adverse determination on appeal.

To appeal the denial, send written correspondence to:

Aflac Group Insurance Claims Department  
Attn: Appeals  
P.O. Box 84080  
Columbus, GA 31993-4080

If you have any questions regarding the denial or your coverage, please call Aflac at 1-800-433-3036, Monday through Friday, from 8 a.m. to 8 p.m. Eastern time.

As part of the appeals procedures, you or your beneficiary 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.

Aflac 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).

# How to File a Claim for Eligibility

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If you have a question regarding your eligibility to participate in the Group Critical Illness Insurance Plan, contact the HR Service Center at 1-888-825-5247. 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 Group Critical Illness 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  
Group Critical Illness Insurance Plan Administrator  
P.O. Box 18012  
Norfolk, VA 23501

If you file a claim for participation in the Group Critical Illness 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 Group Critical Illness 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 Group Critical Illness 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 Group Critical Illness Insurance Plan

If your claim for participation in the Group Critical Illness 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 Group Critical Illness Insurance Plan documents, records and other information relevant to your claim for participation in the Group Critical Illness 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 Group Critical Illness 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 Group Critical Illness 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 Group Critical Illness Insurance Plan documents, records and other information relevant to your claim for participation in the Group Critical Illness 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 Group Critical Illness Insurance Plan provisions or Chevron policy or to grant exceptions to the Group Critical Illness Insurance Plan rules or Chevron policy.

For appeals regarding participation in the Group Critical Illness Insurance Plan, address your written correspondence to:

Review Panel  
Chevron Corporation Group Critical Illness 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.

## **Administrative Power and Responsibilities**

Chevron Corporation has the discretionary authority to control and manage the administration and operation of the Group Critical Illness 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. The insurer has discretionary authority to act with respect to any appeal for a denial of benefits under the Group Critical Illness Insurance Plan.



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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.)

Group Critical Illness Insurance Plan
<p><b>Plan number:</b> 562</p> <p><b>Claims Administrator/Insurer:</b> Aflac, Attn: Claims, P.O. Box 84080, Columbus, GA 31993-4080</p> <p><i>Group Critical Illness Insurance Plan coverage is underwritten by Continental American Insurance Company, a wholly-owned subsidiary of Aflac Incorporated and administered by Mercer Voluntary Benefits.</i></p> <p><b>Type of Administration:</b> Insurer Administration</p> <p><b>Funding/Source of Contributions:</b> Employee paid</p> <p><b>Type of Plan:</b> Supplemental Health Insurance</p>

### Agent for Service of Legal Process

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

Service of Process

Chevron Corporation

6001 Bollinger Canyon Road

Building T (T-3371)

San Ramon, CA 94583

## **Administrative Power and Responsibilities**

Chevron Corporation has the discretionary authority to control and manage the operation and administration of the 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 insurer in writing. If it's found that you or a beneficiary wasn't paid benefits you or your beneficiary was entitled to, the insurer will pay according to the terms of the insurance contract.

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 insurer 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 have 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 Group Critical Illness 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 the 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 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 claims administrator or the plan administrator, as appropriate (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 may still not file a legal action until you file a timely written request for a review of the denied claim with the claims administrator or the plan administrator, as appropriate, 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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## Actively at Work

Actively at work means that, on a scheduled workday, an employee is at work and being paid for that day, on a scheduled Company-paid holiday, on paid vacation, or on leave of absence with pay. An employee is not “Actively at Work” if on the scheduled workday in question the employee is disabled and eligible for or receiving benefits under the Chevron Corporation Short-Term Disability Plan, or if all or any part of such workday is classified as holiday during disability or vacation during disability.

## 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 of 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 Omnibus Health Care Plan.

## Corporation

Refers to Chevron Corporation.

## Eligible Dependent

See the **Eligibility** chapter of this summary plan description for the definition of an eligible dependent.

## Eligible Employee

See the **Eligibility** chapter of this summary plan description for the definition of an eligible employee.

## **Health and Welfare Eligibility Service**

Your health and welfare eligibility service (HWES) is used to determine your eligibility for retiree health care benefits. For more information about HWES, see the **Company Contributions to Health Benefits supplement**.

## **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.

## **Other Dependent**

A dependent who is not married, is younger than age 26, is a member of your household, is someone for whom you act as a guardian and is dependent on you (or on your spouse/domestic partner) for more than 50 percent of his or her financial support.

## **Open Enrollment**

Typically, open enrollment is held during a two-week period each fall. During open enrollment, you can make changes to your benefit elections and such changes will take effect the following January 1.

## **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.

## **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 laws of a state or other jurisdiction where the marriage took place. The term "Spouse" also includes a person who is in a legally recognized domestic partnership with you (as defined in California Family Code Section 297), a partner of a civil union, or similar relationship.