



# **On-the-Job Accident Insurance Plan**

Summary Plan Description (SPD)  
Effective January 1, 2014

This document describes the On-the-Job Accident Insurance Plan as of January 1, 2014, that Chevron sponsors for eligible employees. This information constitutes the summary plan description (SPD) of the On-the-Job Accident 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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# 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

# Key Benefit Contacts

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## Human Resources (HR) Service Center

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

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

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

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

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

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

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

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

## CIGNA Group Insurance

On-the-Job Accident Insurance Plan

- 1-800-238-2125
- 5 a.m. to 5 p.m. Pacific time, Monday through Friday



# Update to the Summary Plan Description

## Effective January 1, 2015

**All changes described in this SMM are effective January 1, 2015 unless otherwise indicated.**

This enclosed newsletter serves as an official summary of material modification (SMM) for the plans referenced herein. Please keep this information with your other plan documents for future reference. 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.

You can access the summary plan descriptions for your benefits on the Internet at [hr2.chevron.com](http://hr2.chevron.com) or by calling the HR Service Center at 1-888-825-5247 (610-669-8595 if you're outside the U.S.), option 2.

This SMM applies to the following summary plan descriptions:

- **January 1, 2014 On-The-Job-Accident Insurance Plan** (both the individual SPD posted online and the Your Chevron Life Benefits Summary Plan Description for U.S.-Payroll Employees compilation available in print.)

## Description of the Plan Chapter

### Naming a Beneficiary Section

The following applies to the **If You Don't Name a Beneficiary** heading. This information replaces the current information under this heading.

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#### **If You Don't Name a Beneficiary**

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

- Your spouse or if none,
- Your surviving natural and legally adopted children in equal shares; or if none,
- Your living mother and father in equal shares; or if none,
- Your living sisters and brothers in equal shares; or if none,
- Your estate.

For purposes of this provision, spouse means a person to whom you are legally married.

Benefits will only be paid to children who are born before your death.

# On the Job Accident Insurance Plan

On-the-Job Accident insurance provides a level of income protection for you and your family members due to death or a covered loss resulting from an on the job accident. Currently, this coverage is automatically provided at no additional cost to eligible employees. The following additional benefits are provided under the plan for covered accidents that occur on and after July 1, 2014:

- **Seatbelt/Airbag Benefit:** If you die as the result of a covered accident while wearing a properly fastened, original, factory-installed seatbelt, the plan will pay \$25,000 to your beneficiary. The plan will pay an additional airbag benefit of \$10,000 if the seatbelt benefit is payable and you are positioned in a seat protected by a properly functioning, original, factory-installed supplemental restraint system that inflates on impact. Verification of the actual use of the seat belt and verification that the supplemental restraint system inflated properly upon impact at the time of a covered accident must be provided in accordance with the plan's requirements.
- **Coma Benefit:** If you are injured as a result of a covered accident, the plan will pay a monthly benefit of one percent of your principal sum if:
  - You are injured and become comatose within 31 days of the date of the covered accident; and
  - The coma continues for a period of 31 consecutive days.

The plan pays monthly benefits for as long as you remain comatose due to the injury, up to 11 straight months. Benefits stop at the end of the month during which the earliest of the following occurs:

- You cease to be comatose due to that injury; or
- You die.

- **Brain Damage Benefit:** The plan will pay a benefit equal to 100 percent of the principal sum if as a result of a covered accident:
  - Brain damage begins within 30 days of a covered accident;
  - You are hospitalized for at least five days within the first 30 days following the covered accident;
  - Brain damage continues for 12 consecutive months; or
  - A physician determines the brain damage is permanent, complete and irreversible at the end of the 12-consecutive-month period.

Brain damage means physical damage to the brain which cause the complete inability to perform all the substantial and material functions and activities normal to everyday life.

The amount payable under this benefit will be made in one lump sum during the 12th month following the date of the accident if brain damage continues longer than 12 consecutive months.

- **Home Alteration and Vehicle Modification Benefit:** If you suffered an accidental dismemberment for which benefits are payable under the plan and, as a direct result, require the use of a wheelchair to be ambulatory, the plan will pay up to \$25,000 for alterations to your residence and modifications to your vehicle to make them wheelchair accessible. Such expenses must be incurred within one year after the date of the accident causing such loss.
- **Rehabilitation Benefit:** If you suffer an accidental loss for which benefits are payable under the plan, the plan will reimburse you up to \$25,000 for covered rehabilitative expenses that are incurred within two years after the date of the covered accident.



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# Description of the Plan

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# Overview

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- Coverage under this plan starts automatically on your first day of work as an eligible employee (see the Eligibility section).
- Chevron currently pays for your coverage.
- You can name anyone as your beneficiary. To name your beneficiary, complete your beneficiary designation online through the Benefits Connection website at [hr2.chevron.com](http://hr2.chevron.com). After logging on to the website, choose the **Personal Information** link, then **Beneficiaries**.

You also can complete a *Designation of Beneficiary for Benefit Plans (F-41)* form, sign it and send it to the HR Service Center. To request a form, contact the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.). The form also is available on the Benefits Connection website at [hr2.chevron.com](http://hr2.chevron.com).

- If your injury or death is covered, you (or your beneficiary) can receive the benefits payable under the plan. Benefits are in addition to any other company benefits, workers' compensation or Social Security for which you may be eligible.
- If you die, the plan pays the greater of \$500,000 or one times your annualized regular pay (\$1 million maximum) to your beneficiary.
- If you suffer a covered loss as a result of an accident that occurs while you're at work, the plan pays benefits based on a schedule of benefits. For more information, see Covered Loss and Schedule of Benefits in this section.

# Eligibility

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

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

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

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

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

If you have questions about your eligibility for this plan, you should contact:

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

# Participation

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## **When and How You Can Enroll**

As soon as you become an eligible employee, you automatically become covered under the On-the-Job Accident Insurance Plan.

## **When Participation Begins**

Participation in the On-the-Job Accident Insurance Plan begins on your first day of work, provided you are eligible.

## **When Participation Ends**

Your plan participation ends if either of the following applies:

- You become ineligible for coverage under this plan.
- The plan or insurance contract on which it's based ends.

## How Much You Pay for Coverage

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On-the-Job Accident Insurance Plan coverage is currently provided at no cost to you.

# Naming a Beneficiary

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Your beneficiary is the person or persons you name to receive any On-the-Job Accident Insurance Plan benefits payable if you die.

You can designate the same individual or a different individual as your beneficiary for each of the life and accident insurance plans.

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, complete your beneficiary designation online through the Benefits Connection website at [hr2.chevron.com](http://hr2.chevron.com). After logging on to the website, choose the **Personal Information** link, then **Beneficiaries**.

You also can complete a *Designation of Beneficiary for Benefit Plans (F-41)* form, sign it and send it to the HR Service Center. To request a form, contact the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.).

You can name more than one person as your beneficiary, but they will share the benefit. And you can change your beneficiary designation anytime you want.

You can name a beneficiary only by submitting a properly executed plan form, either online or via paper form (for example, you cannot use a will to designate a beneficiary). Your beneficiary designation form is not effective unless it is properly and fully completed prior to your death, and if completed using a paper form it must be received by the HR Service Center prior to your death.

## 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 online via the Benefits Connection website or by submitting a new *Designation of Beneficiary for Benefit Plans (F-41)* form. (See above for information about how to name a beneficiary.)

## If You Don't Name a Beneficiary

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

- Your spouse or if none,
- Your surviving natural and legally adopted children in equal shares; or if none,
- Your living mother and father in equal shares; or if none,
- Your living sisters and brothers in equal shares; or if none,
- 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.

Benefits will only be paid to children who are born before your death.



# How Much the Plan Pays

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Your On-the-Job Accident Insurance Plan coverage equals the greater of the following:

- \$500,000.
- One times your annualized regular pay.

The maximum benefit payable is \$1 million. The maximum aggregate benefits payable with respect to a single air travel accident is \$10 million. If any single air travel accident results in claims that, in the aggregate, total more than \$10 million, the amount payable to each insured member or beneficiary who is entitled to benefits as a result of the accident shall be reduced proportionately so that the total benefits paid equal \$10 million.

The plan pays benefits to you (or your beneficiary) if you suffer a covered loss due to an accident that occurs while you're at work. The amount the plan pays is based on a schedule of benefits.

## Covered Loss

You may die or suffer a dismemberment or loss of use of a body part as a result of an accident that occurs while you're at work. A covered loss includes all of the following:

- Death.
- Loss of both hands or both feet or sight of both eyes.
- Loss of any combination of hand, foot or sight of one eye.
- Loss of one hand or one foot or sight of one eye.
- Loss of speech and/or hearing.
- Loss of thumb and index finger of the same hand.
- Quadriplegia.
- Paraplegia.
- Hemiplegia.
- Uniplegia.

The loss must be a total and irrecoverable loss.

As long as the covered loss results from an accident that occurs while you're at work, the plan pays benefits in addition to any other company benefits, including workers' compensation and Social Security. To qualify for payment, a covered loss must occur within 365 days of the relevant injury resulting from the work-related accident. And, if you suffer from more than one covered loss due to a single on-the-job accident, the plan pays benefits for each injury (up to a total benefit equal to the maximum death benefit amount). The plan does not provide coverage during normal commuting to and from your home and regular place of work, but it does provide coverage during travel to and from various work locations as required by your job responsibilities, when the expense of such travel is paid by Chevron.

## Schedule of Benefits

The plan pays benefits for death, dismemberment and loss of use as shown in the schedule of benefits below.

Your principal sum of coverage is the greater of \$500,000 or one times your annualized regular pay, up to a maximum of \$1 million.

| Type of Accident  | Plan Pays             |
|---|-----------------------|
| Death   | 100% of principal sum |
| Loss of Both Hands or Both Feet or Sight of Both Eyes     | 100% of principal sum |
| Loss of Any Combination of Hand, Foot or Sight of One Eye | 100% of principal sum |
| Loss of Speech and Hearing (both ears)                    | 100% of principal sum |
| Quadriplegia  | 100% of principal sum |
| Paraplegia  | 75% of principal sum  |
| Loss of One Hand or One Foot or Sight of One Eye          | 50% of principal sum  |
| Loss of Speech  | 50% of principal sum  |
| Loss of Hearing (both ears)                               | 50% of principal sum  |
| Hemiplegia  | 50% of principal sum  |
| Uniplegia   | 25% of principal sum  |
| Loss of Hearing (one ear)                                 | 25% of principal sum  |
| Loss of Thumb and Index Finger of the Same Hand           | 25% of principal sum  |

If you suffer more than one covered loss from an accident, the benefits are aggregated, but the total benefit will not exceed the amount of your death benefit.

Benefits are paid in addition to any other company benefits, including workers' compensation and Social Security. To qualify for payment, the loss must occur within 365 days of the relevant injury.

## **Exposure Benefit**

If you are unavoidably exposed to the elements as a result of a covered accident due to the disappearance, stranding, sinking or wrecking of any vehicle or covered aircraft in which you were an occupant, and as a result of that exposure to the elements, suffer a loss for which a benefit is payable, that loss is covered in accordance with the schedule of benefits.

## **Disappearance Benefit**

If you are not found within one year from the date of disappearance, wrecking or sinking of a conveyance in which you were riding, it will be presumed that you sustained a loss of life as a result of that accident, and your beneficiary will receive a benefit.

## **Travel Assistance Benefit**

Secure Travel, the travel assistance program, offers medical assistance, travel and communication assistance, and predeparture services. Services include:

- Emergency medical evacuation.
- Repatriation.
- Payment of medical and transportation expenses.
- Medical referrals.

For more information, refer to CIGNA's Secure Travel brochure. The brochure also is available on the Benefits Connection website at [hr2.chevron.com](http://hr2.chevron.com).

## When Benefits Are Paid

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To qualify for benefits, your death or injury must be the direct result of an on-the-job accident and occur within 365 days of the accident. If you suffer from more than one covered loss due to a single on-the-job accident, the plan pays benefits for each injury (up to a total benefit equal to the maximum death benefit amount).

If you suffer a covered loss, the plan pays benefits to you. If you die as a result of an on-the-job accident, the plan pays benefits to your beneficiary. For more information, see the Naming a Beneficiary section. This plan pays benefits only for losses caused directly and independently by external, violent and purely accidental events that occur in the course of your employment with Chevron. The plan doesn't pay benefits for any death or injury that results from certain conditions not covered under the plan (see Special Circumstances That Could Affect Your Benefits in this section).

### How Benefits Are Paid

Benefits are normally paid in a single lump sum to your beneficiary in the case of your death or to you in the case of dismemberment or loss of the use of a body part.

If the plan pays an amount that's less than \$5,000, it generally pays a lump-sum amount (unless you or your beneficiary requests, in writing, a different payment method).

If your beneficiary is entitled to benefits of \$5,000 or more due to your death, the plan pays benefits into a CIGNA Resource Manager Account.

This account is a money market checking account that's provided by a bank. Within two days after a claim is approved, the account is set up in your beneficiary's name, and the full amount is deposited into the account. Your beneficiary receives more information regarding the CIGNA Resource Manager Account at the time your claim is approved.

This method of payment is provided under the plan to allow your beneficiary immediate access to benefits through a checking account. It also allows your beneficiary time to carefully consider all viable financial options before deciding what to do with the money. During the time the money is in the account, it earns interest at competitive rates through the account's money market feature.

A bank account kit, complete with personal checks, is mailed to your beneficiary as soon as the account is opened.

# Claims and Appeals

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## Claiming Benefits

If you suffer a covered loss within 365 days of a covered accident, please contact the HR Service Center with the following information:

- Your name.
- The date of the injury or death.
- The nature of the injuries.
- The place the accident occurred.
- A brief description of how the accident occurred.

Once the HR Service Center receives notice, the claims administrator will be notified of the pending claim. If you (or someone else) can't immediately notify the HR Service Center of the covered loss, you should do so as soon as possible. Both the HR Service Center and the claims administrator must be notified within 31 days of the covered loss or as soon as reasonably possible by either (1) contacting the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.) or (2) submitting the appropriate claim form.

To obtain a claim form, contact the HR Service Center. If you request a claim form but don't receive it within 15 days of your request, you can file a claim without it by sending written correspondence (including supporting documentation) to the claims administrator.

A death certificate is required for all claims for an accidental death. The claims administrator can request an autopsy in connection with a death claim (except where not permitted by law). The claims administrator also may require other papers or documents. Once the claims administrator receives this information, the claims administrator settles the claim by making payment to you (or your beneficiary). The claims administrator has the right to examine any covered person who suffers a loss for which a claim is pending.

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

## Appeals Procedures

If you or your beneficiary receives notice that a claim is denied (in whole or in part), the notice includes 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 lawsuit under section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA) following an adverse determination on appeal.

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

If a claim for benefits is denied (in whole or in part), you or your beneficiary can appeal the denial in writing within 60 days after receipt of the claims administrator's written notice that your claim is denied.

The claims administrator may require you or your beneficiary to submit (at your expense) additional information, documents, doctors' statements or other material necessary for the review.

To appeal the denial, send written correspondence to:

CIGNA Group Insurance  
Pittsburgh Claim Service Center  
P.O. Box 22328  
Pittsburgh, PA 15222  
1-800-238-2125  
5 a.m. to 5 p.m. Pacific time, Monday through Friday

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.

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

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

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

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

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

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

# How to File a Claim for Eligibility

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If you have a question regarding your eligibility to participate in the On-the-Job Accident Insurance Plan, contact the HR Service Center at 1-888-825-5247 option 2 (610-669-8595 outside the U.S.). If you are not satisfied with the outcome, you can file a claim by following the procedures described below.

If you have been denied participation in the On-the-Job Accident 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  
On-the-Job Accident Insurance Plan Administrator  
P.O. Box 199708  
Dallas, TX 75219-9708

If you file a claim for participation in the On-the-Job Accident 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 On-the-Job Accident 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 On-the-Job Accident 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 On-the-Job Accident Insurance Plan

If your claim for participation in the On-the-Job Accident 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 On-the-Job Accident Insurance Plan documents, records and other information relevant to your claim for participation in the On-the-Job Accident 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 On-the-Job Accident 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 On-the-Job Accident 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 On-the-Job Accident Insurance Plan documents, records and other information relevant to your claim for participation in the On-the-Job Accident 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 On-the-Job Accident Insurance Plan provisions or Chevron policy or to grant exceptions to the On-the-Job Accident Insurance Plan rules or Chevron policy.

For appeals regarding participation in the On-the-Job Accident Insurance Plan, address your written correspondence to:

Review Panel  
Chevron Corporation On-the-Job Accident Insurance Plan  
P.O. Box 6075  
San Ramon, CA 94583-0775

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

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

# Special Circumstances That Could Affect Your Benefits

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

- The plan doesn't pay benefits if your death, dismemberment or loss of use results partially or entirely from any of the following:
  - Suicide or attempted suicide.
  - Intentional self-injury.
  - Physical or mental illness or disease or diagnosis or treatment of illness or disease.
  - Declared or undeclared act of war.
  - Any type of active, full-time military service.
  - An infection, except a pus-forming infection from an accidental wound.
  - Voluntary ingestion of any narcotic, drug, poison, gas or fumes unless prescribed or taken under the direction of a doctor and in accordance with the prescribed dosage.
  - Committing or attempting to commit a felony or other serious crime or assault.
  - Operating, learning to operate or serving as a member of a crew of an aircraft, unless the aircraft is owned or leased by Chevron.
  - Driving a vehicle while intoxicated as defined by the laws of the jurisdiction in which the vehicle was operated.
- A claim for benefits may be denied if you or your beneficiary fails to provide notice of the claim within 31 days and written proof of loss within 90 days after the covered loss occurs.
- No benefits are payable if death, dismemberment or loss of use of a body part occurs more than 365 days after the accident — even if the loss is a direct result of a covered accident.
- If you're covered under an insurance policy paid for through a Chevron-provided credit card, you can receive benefits from both that policy and the On-the-Job Accident Insurance Plan if a covered accident occurs while you're covered under both plans.
- Your On-the-Job Accident coverage may be reduced if you're covered by a foreign compulsory plan.
- The benefit paid to you or your beneficiary could be reduced if a law or court order requires the plan to pay part of the benefit to someone else.

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# Other Plan Information

- Administrative Information
  - Your ERISA Rights
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# Administrative Information

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.)

### On-the-Job Accident Insurance Plan

**Plan number:** 504

**Claims Administrator/Insurer:**

CIGNA Group Insurance | Pittsburgh Claim Service Center  
P.O. Box 22328 | Pittsburgh, PA 15222

*CIGNA Group Insurance products and services are provided by underwriting subsidiaries of CIGNA Corporation, including Life Insurance Company of North America. "CIGNA" is used to refer to these subsidiaries and is a registered service mark.*

**Type of Administration:** Insurer

**Funding/Source of Contributions:** Employer paid

**Type of Plan:** Accidental Death and Dismemberment Insurance

## Agent for Service of Legal Process

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

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

For the accident insurance plans legal process also can be served on Chevron Corporation as the plan administrator at:

Chevron Corporation  
P.O. Box 6075  
San Ramon, CA 94583-0767

## **Administrative Power and Responsibilities**

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

## **Plan Amendments and Changes**

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

## **Participating Companies**

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

## **Collective Bargaining Agreements**

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

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

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

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

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

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

## **Incorrect Computation of Benefits**

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

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

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

## **Plan Year**

The plan year for the On the Job Accident Insurance Plan begins on January 1 and ends on December 31 of each year.

## **No Right to Employment**

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

## **Future of the Plans**

Chevron Corporation has the right to change or terminate a plan, including this plan, at any time and for any reason. Certain rules apply as to what happens when the plan is changed, terminated or merged. Claims incurred under this plan before the date the plan is changed or terminated won’t be affected. Claims incurred after the date the plan is changed or terminated won’t be covered.

# Your ERISA Rights

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

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

## Receive Information About Your Plan and Benefits

You have the right to:

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

## Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon certain people who are responsible for the operation of Chevron Corporation's plans. These people are called "fiduciaries" and have a duty to exercise fiduciary functions prudently and in the interest of you and other plan participants and beneficiaries.

No one, including your employer, your union or any other person, can fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your ERISA rights.

## Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain (without charge) copies of documents related to the decision, and to appeal any denial — all within certain time schedules.

Under ERISA, there are steps you can take to enforce your ERISA rights. For instance:

- If you request a copy of the plan documents or the plan's latest annual report and do not receive them within 30 days, you can file suit in a federal court. In such a case, the court can require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials — unless the materials were not sent because of reasons beyond the control of the plan administrator.
- If you disagree with the plan's decision or lack of response to your request concerning the qualified status of a domestic relations order or medical child support order, you can file suit in a federal court.
- If you have a claim for benefits that is denied or ignored, in whole or in part, you can file suit in a state or federal court (see the Filing a Lawsuit section below).
- If it should happen that plan fiduciaries misuse the plan's money, or if you're discriminated against for asserting your ERISA rights, you can seek assistance from the U.S. Department of Labor or you can file suit in a federal court.

If you file suit, the court decides who should pay court costs and legal fees. If you're successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees — for example, if it finds your claim is frivolous.



## Assistance With Your Questions

If you have any questions about the plan, you should contact the claims administrator and/or plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

You also can obtain certain publications about your rights and responsibilities under ERISA by:

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

## Filing a Lawsuit

You can file a lawsuit to recover a benefit under a plan provided the action is commenced within the applicable statute of limitations period for which the claim is made. For the On-The-Job Accident Plan, the action must commence within the lesser of the applicable statute of limitations period or three years after the occurrence of the loss for which a claim is made. You can file a lawsuit to recover a benefit under a plan, provided all of the following have been completed:

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

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 claims administrator and that review is complete. If you want to take legal action after you exhaust the plan's 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

You also can serve process on a plan by serving the plan administrator at the addresses shown under the Administrative Information section. The plan administrator is the appropriate party to sue for all Chevron Corporation benefit plans. You or your beneficiary may not sue on a claim for On-the-Job Accident Insurance Plan benefits until 60 days after proof of loss has been given to the insurer. You or your beneficiary may not sue after three years from the date proof of loss is required, unless the law in the state where your beneficiary lives allows a longer period of time.



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# Glossary

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## **Aircraft**

A vehicle that:

- Has a valid certificate of airworthiness.
- Is being flown by a pilot with a valid license to operate the aircraft.

## **Annualized Regular Pay**

Chevron annualizes your regular pay to determine your coverage amount and contributions, if any, under the Life and Accident Insurance and Long-Term Disability plans.

Your annualized regular pay is calculated as follows, depending on how you're paid:

- If you're paid an annual salary, your annualized regular pay will be your salary amount plus certain shift differentials, if applicable, and your insurance coverage will be based on that amount.
- If you're paid weekly or hourly, your annualized regular pay will be determined by multiplying your base rate of pay by the annual number of weeks or hours in your regular work schedule (as determined by the Corporation), and adding shift differentials, if any. Your insurance coverage will be based on that amount.

Once your annualized regular pay is determined, it will stay the same until your rate of pay changes. This means that your monthly deductions for your coverage will stay the same as long as your pay stays the same, or until you change your level of coverage.

## **Approved Part-Time Work Schedules**

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

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

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

## Casual Employee

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

## Common-Law Employee

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

## Company

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

## Corporation

Refers to Chevron Corporation.

## 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.

## Loss

A covered loss means:

- **Loss of hands and feet:** dismemberment by severance at or above the wrist or ankle.
- **Loss of sight of an eye:** the eye is entirely blind and no sight can be restored in that eye.
- **Loss of speech:** the complete inability to communicate audibly in any degree.
- **Loss of hearing:** the total and permanent loss of ability to hear any sound, which is irrecoverable by natural, surgical or artificial means.
- **Loss of thumb and index finger:** the actual severance through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.
- **Severance:** the complete separation and dismemberment of the part from the body.

## Overseas Assignment

The period during which an employee is assigned to a work location outside the U.S. on an international assignment as an expatriate employee and includes periods of temporary travel for the following:

- Company business.
- Home leave.
- Scheduled rotation.
- Other personal business as approved by Chevron.

## Paralysis

For purposes of the Voluntary Group Accident Insurance Plan, the Business Travel Accident Insurance Plan and the On-the-Job Accident Insurance Plan, paralysis means the loss of use (without severance) of a limb. A physician must determine the loss of use to be complete and irreversible. There are different types of paralysis:

- **Quadriplegia:** the total paralysis of both upper and lower limbs.
- **Paraplegia:** the total paralysis of both lower limbs or of both upper limbs.
- **Hemiplegia:** paralysis of upper and lower limbs on one side of the body.
- **Uniplegia:** the total paralysis of an arm or a leg.

## 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 Pay or Regular Earnings

In general, your regular pay is your base wage, including:

- The straight-time portion of any regularly scheduled overtime.
- Pay you receive while you're on a leave of absence.
- Any before-tax contributions that you make to Chevron benefit plans, such as those for medical and dental coverage, Voluntary Group Accident Insurance (VGAI), the Employee Savings Investment Plan (ESIP), the Dependent Day Care Spending Account (DCSA), and the Health Care Spending Account (HCSA).
- Any amount deferred from base salary under the Chevron Corporation Deferred Compensation Plan for Management Employees.

Your regular pay doesn't include the premium portion of any overtime pay, shift differentials, special payments (bonuses or incentives), or any pay you may receive for work you do outside your regular work schedule.

## 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.

