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Supplemental Life Insurance Plan

Summary Plan Description (SPD)
Effective January 1, 2014



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

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

To find general benefit summaries and information about other plans that Chevron offers, visit the U.S. Benefits website at hr2.chevron.com.

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Key Benefit Contacts

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

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/

MetLife

Supplemental Life Insurance Plan

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



funeral planning services

effective january 1, 2018

—
human energy. yours.™

Update to the summary plan descriptions (SPD)

All changes described in this SMM are effective January 1, 2018 unless otherwise indicated.

The enclosed information 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. You can access the summary plan descriptions for your benefits at hr2.chevron.com or by calling the HR Service Center at **1-888-825-5247**.

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.

new funeral discount and planning services

Effective January 1, 2018, MetLife has added new funeral discount and planning services through Dignity Memorial* to their standard insurance offering at no additional cost to you. This service has been developed and is managed by MetLife. Access to their program is available if you participate in the **Chevron Basic Life Insurance Plan** or the **Chevron Supplemental Life Insurance Plan**.

Dignity Memorial provides you, your spouse, children and extended family access to counselors and discounts on funeral services through their U.S. network of funeral homes and cemetery providers. Services currently include:

- Discounts of up to 10% off funeral, cremation, and cemetery services provided through a Dignity Memorial funeral home.
- Unlimited access to Dignity's comprehensive end-of-life planning tool and resource library.
- Professional funeral consultants to you and your family make confident decisions.
- Planning services to help make final wishes easier to manage.
- Bereavement Travel Services to assist with time-sensitive travel arrangements to be with loved ones (when services are provided through a Dignity Memorial location).

For more information or to use this new service call MetLife at **1-866-853-0954** or visit www.finalwishesplanning.com after January 1, 2018.

* Services are provided through an agreement with SCI Shared Resources, LLC ("SCI"). SCI is not an affiliate of MetLife, and the services SCI provides are separate and apart from the insurance provided by MetLife. The Dignity Memorial brand name is used to identify a network of licensed funeral, cremation and cemetery providers that comprise the Dignity Memorial network. The Dignity Memorial network includes affiliates of Service Corporation International, 1929 Allen Parkway, Houston, Texas. Not yet available in all states. Not available in all jurisdictions and subject to regulatory approval. Not available with our Legacy Paragon GVUL, Dependent, and Accidental Death & Dismemberment coverages.



tobacco surcharge ends

chevron supplemental life insurance plan

effective january 1, 2018

Update to the summary plan descriptions (SPD)
Changes described in this SMM are effective January 1, 2018.

The enclosed information serves as an official summary of material modification (SMM) for the **Chevron Supplemental Life Insurance Plan**. 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 (or hr2.chevron.com/retiree) or by calling the HR Service Center at **1-888-825-5247**.

tobacco surcharge ends

Tobacco free activities are now included among the Health Rewards qualifying activities available to earn points toward the Wellness Credit. For this reason, you are no longer required to certify your tobacco use status and the tobacco surcharge for Chevron supplemental life insurance coverage will not apply to coverage starting January 1, 2018.

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Update to the Summary Plan Description

Effective January 1, 2017

All changes described in this SMM are effective January 1, 2017 unless otherwise indicated.

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You can access the summary plan descriptions for your benefits on the Internet at 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 description:

- **January 1, 2017 Supplemental Life Insurance Plan Summary Plan Description** (both the individual SPD posted online and the Your Chevron Life Benefits Summary Plan Description for U.S.-Payroll Employees compilation available in print.)

tobacco surcharge

effective january 1, 2017

Chevron has established a tobacco surcharge for Chevron medical and supplemental life insurance coverage. This means there are different monthly rates for this coverage for tobacco and non-tobacco users. The tobacco surcharge information here applies to all active U.S.-payroll employees (and those on a leave of absence). There are no changes to the tobacco surcharge for 2017. However, important reminders about the tobacco surcharge are included here for your reference. Go to hr2.chevron.com for additional details about the tobacco surcharge.



update your tobacco use status for 2017

Open enrollment is your only opportunity to update your tobacco use status for 2017.

Open enrollment — October 17 through October 28, 2016 — is your only opportunity to change your tobacco use status for 2017. If you miss this deadline, you cannot change your 2017 tobacco use status until the next open enrollment period. And you cannot change your 2017 tobacco use status during the year, even if you experience a qualifying life event — like getting married or having a baby.

do I need to do anything during open enrollment?

If your 2016 certification status is **Tobacco User, But Commit to Coaching**, you may need to take action during open enrollment to update your 2017 tobacco use status.

- If you do not make a new tobacco use certification during open enrollment, your 2017 tobacco use status will be automatically assigned as **Tobacco User** and the tobacco surcharge will apply to you for all of 2017.
- If you make a new 2017 tobacco use certification during open enrollment, your certification choice will determine whether or not the tobacco surcharge applies to you for all of 2017.

If your 2016 certification status is either **Not a Tobacco User**, **Tobacco User** or **Decline to Disclose**, your 2016 status will continue automatically in 2017 unless you make a change to your status during open enrollment. You do not need to do anything if this designation still accurately describes your tobacco use status.

2017 surcharge amounts

There is no change to the tobacco surcharge amounts effective January 1, 2017 so they continue to be as follows:

- **\$25** more each month for medical coverage, if enrolled.
- **20 percent** more each month for Chevron Supplemental Life Insurance Plan coverage, if enrolled.

how to update your tobacco use status

You can update your tobacco use status October 17 through October 28, 2016, by calling the HR Service Center or by going online to Benefits Connection, the same website you use to make open enrollment elections. Open enrollment instructions will be sent to you in October or you can go to hr2.chevron.com to learn more.

certification choices

Your 2017 tobacco certification choices and requirements are as follows:

- **Not a Tobacco User.** You will not be subject to the surcharge in 2017.
- **Tobacco User.** If you're a tobacco user and don't intend to stop using tobacco, the surcharge will apply to you in 2017.
- **Tobacco User, But Commit to Coaching.** If you commit to complete at least three Tobacco Cessation Specialty Coaching sessions through WebMD between July 1, 2016 and December 31, 2017, the surcharge will not apply to you in 2017. Tobacco Cessation Specialty Coaching combines one-on-one telephone coaching, nicotine replacement therapy and integrated online resources to help participants try to stop using tobacco products. Contact WebMD at **1-888-321-1544** (or **925-842-8346** from outside the U.S.) to enroll. You can use this service again, even if your past attempts to quit have been unsuccessful. Go to hr2.chevron.com/wellness to learn more about this and other Tobacco Free Program resources.
- **Decline to Disclose.** If you decline to disclose your tobacco use, you will be defaulted to Tobacco User and the surcharge will apply to you in 2017.

What's considered tobacco use?

Indicate your tobacco use status only; you don't have to certify the tobacco use status of your spouse or domestic partner and other dependents for 2017. The definition of tobacco use has not changed for 2017. Any use, regardless of frequency or location, is considered use. This includes daily, occasional or social use. It also includes if it's used only at your home. Tobacco use means you've used any of the following at any point since July 1, 2016:

- Tobacco (cigarette, pipe, cigar).
- Smokeless tobacco (such as snuff or chewing tobacco).

The Federal Drug Administration now regulates e-cigarettes as tobacco, but they will not be included in the definition of tobacco use for purposes of the 2017 tobacco surcharge. Chevron does, however, intend to change the definition in 2018 to include e-cigarette use as tobacco use.



Update to the Summary Plan Description

Effective January 1, 2016

All changes described in this SMM are effective January 1, 2016 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 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 description:

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

Tobacco Surcharge Changes

New Tobacco User Trying to Quit requirements for 2016.

Open enrollment – October 19 through October 30, 2015 – is your only opportunity to update your tobacco use status for 2016.

Chevron has established a tobacco surcharge for medical and supplemental life insurance coverage. All active U.S.-payroll employees (and those on a leave of absence) were previously required to certify their tobacco use status. **Open enrollment – October 19 through October 30, 2015 – is your only opportunity to change your tobacco use status for 2016.** If you miss this deadline, you cannot change your 2016 tobacco use status until the next open enrollment period. And you cannot change your 2016 tobacco use status during the year, even if you experience a qualifying life event – like getting married or having a baby.

If your 2015 certification status is **Tobacco User, But Will Try to Quit**, you may need to take action during open enrollment to update your 2016 tobacco use status. **If you do not make a new tobacco use certification during open enrollment, your 2016 tobacco use status will be automatically assigned as Tobacco User and the tobacco surcharge will apply to you for all of 2016.** If you make a new 2016 tobacco use certification during open enrollment, your certification choice will determine whether or not the tobacco surcharge applies to you for all of 2016.

If your 2015 certification status is either **Not a Tobacco User, Tobacco User** or **Decline to Disclose**, your 2015 status will continue automatically in 2016 unless you make a change to your status during open enrollment. You do not need to do anything if this designation still accurately describes your tobacco use status.

There is no change to the tobacco surcharge amounts. The tobacco surcharge effective January 1, 2016 is as follows:

- **\$25** more each month in 2016 for medical coverage.
- **20 percent** more each month in 2016 for Chevron Supplemental Life Insurance Plan coverage, if enrolled.

How to Update Your Tobacco Use Status

You can update your tobacco use status by calling the HR Service Center (see Page 8) or by going online to Benefits Connection, the same website you use to make open enrollment elections. Follow the instructions on Page 8 to make open enrollment elections and update your tobacco use status for 2016.

Certification Choices for 2016

Your 2016 tobacco certification choices and requirements are as follows:

- **Not a Tobacco User.** You will not be subject to the surcharge during 2016.
- **Tobacco User.** If you're a tobacco user and don't intend to stop using tobacco, the surcharge will apply to you in 2016.
- **Tobacco User, But Commit to Coaching.** This is a new certification choice for 2016. See below for details.
- **Decline to Disclose.** If you decline to disclose your tobacco use, you will be defaulted to Tobacco User and the surcharge will apply to you in 2016.

New for Choice for 2016: Tobacco User, But Commit to Coaching

If you commit to complete at least **three** Tobacco Cessation Specialty Coaching sessions through WebMD between July 1, 2015 and December 31, 2016, the surcharge will not apply to you during 2016. Tobacco Cessation Specialty Coaching combines one-on-one telephone coaching, nicotine replacement therapy and integrated online resources to help participants try to stop using tobacco products. Contact WebMD at **1-888-321-1544** (or 925-842-8346 from outside the U.S.) to enroll. You can also go to hr2.chevron.com/wellness to learn more about this and other Tobacco Free Program resources.

What's Considered Tobacco Use

Indicate your tobacco use status only; you don't have to certify the tobacco use status of your spouse or domestic partner and other dependents for 2016. The definition of tobacco use has not changed for 2016. Any use, regardless of frequency or location, is considered use. This includes daily, occasional or social use. It also includes if it's used only at your home. Tobacco use means you've used any of the following at any point since July 1, 2015:

- Tobacco (cigarette, pipe, cigar).
- Smokeless tobacco (such as snuff or chewing tobacco).

E-cigarettes do not contain tobacco, so at this time e-cigarettes are not included in the tobacco use definition. However, the Federal Drug Administration is currently reviewing e-cigarettes. We continue to monitor this review and may choose to include e-cigarettes in the tobacco use definition in the future.



Update to the Summary Plan Description Effective January 1, 2015

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

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You can access the summary plan descriptions for your benefits on the Internet at 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 description:

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

How to Certify Your Tobacco Use Status

All employees (including employees on a leave of absence who are not receiving coverage through COBRA) are required to certify their tobacco use status during open enrollment, October 20 through October 31, 2014.

During this year's open enrollment period, October 20 through October 31, 2014, all U.S.-payroll employees who participate in Chevron medical or supplemental life insurance coverage will be required to certify their tobacco use status. **If you fail to follow the steps to certify your tobacco use status during open enrollment, you'll be charged the higher monthly rates for medical and supplemental life insurance coverage for all of 2015, whether or not you use tobacco.** You will not lose your coverage in these plans if you fail to certify, but you will pay the higher rate. If you miss the deadline, you cannot change your tobacco use status until next year's open enrollment for 2016 benefits.

Note: COBRA participants are not required to certify their tobacco use status at this time.

Tobacco use can affect your health. And your health is important to your quality of life, your family, your career, and the health of our business. That's why Chevron announced an important change to medical and supplemental life insurance coverage earlier this year. Starting January 1, 2015, Chevron will establish a tobacco surcharge for medical and supplemental life insurance coverage. This means there will be different monthly rates for this coverage for tobacco and non-tobacco users.

It matters to Chevron that you're in good health at work and at home. That's why we offer a variety of wellness programs and resources to encourage and support better health. We hope our employees – tobacco and non-tobacco users alike – take advantage of these opportunities, whether it's to try to stop using tobacco, participate in exercise programs, or take steps to protect your heart.

How to Certify

You can certify your tobacco use status by calling the HR Service Center (see Page 6) or by going online to Benefits Connection, the same website you use to make open enrollment elections. If you access Benefits Connection, from the Chevron network, you can use the automatic sign-in feature and you don't need a PIN. But if you need to certify your tobacco use status from outside the Chevron network or by phone, you'll need your PIN. A PIN reminder was mailed to you in September, but if you still don't know your PIN or can't find it, you can request a new one online or by calling the HR Service Center. It can take up to two weeks to receive your PIN in the mail, so take action right away if you need it.

- Go to hr2.chevron.com and click **Open Enrollment**, then the **Certify Tobacco Status** button.
- Login to Benefits Connection. Choose the **Enroll Today** button, then the **Make Your Elections Now** button.
- From the **Make Coverage Elections** screen, look for **Tobacco Certification** and choose **Change**.
- After you certify your tobacco use status, your **Make Coverage Elections** screen will be updated according to your certification choice.

Your Certification Choices

When you certify your tobacco use status, you'll be asked to choose from the status options listed below. Here's what those choices are and what they mean.

Tobacco User

Tobacco use is a personal choice. It's not our goal to intrude on your personal life and take away that choice. That's why if you currently use tobacco, you can continue using it. If you're a tobacco user and don't intend to stop using tobacco, you'll pay \$25 more each month in 2015 for medical coverage than employees who are not tobacco users. If you participate in Chevron's Supplemental Life Insurance Plan, you'll also pay 20 percent more each month in 2015 for that coverage. The higher rates will take effect on January 1, 2015. Your benefit plan and the level of coverage you receive will be the same as non-tobacco users, the only difference will be that you pay a higher monthly cost for your coverage.

Tobacco User, But Will Try to Quit

If you commit to try to stop using tobacco during 2015, we have support resources to help you, and you'll pay the lower monthly rate too. Go to hr2.chevron.com for resources.

Not a Tobacco User

If you don't use tobacco you will not be subject to the higher medical and supplemental life insurance rates in 2015 as long as you certify your tobacco use status during open enrollment, October 20 through October 31. If you fail to meet this deadline, you'll be charged the higher monthly rates for medical and supplemental life insurance coverage for all of 2015.

Decline to Disclose

You can choose to decline to disclose your tobacco use status, but you'll be charged the higher monthly rates for medical and supplemental life insurance coverage for all of 2015, whether or not you use tobacco.

What's considered tobacco use?

You'll be asked to indicate your tobacco use status only. You don't have to certify the tobacco use status of your spouse or domestic partner and other dependents for 2015. Any use, regardless of frequency or location, is considered use. This includes daily, occasional or social use. It also includes if it's used only at your home. Use of the following since July 1, 2014, will be considered tobacco use:

- Tobacco (such as cigarette, pipe, cigar).
- Smokeless tobacco (such as snuff or chewing tobacco).

E-cigarettes do not contain tobacco, so at this time e-cigarettes are not included in the tobacco use definition. However, the Federal Drug Administration is currently reviewing e-cigarettes. We continue to monitor this review and may choose to include e-cigarettes in the tobacco use definition in the future.



will preparation service

chevron supplemental life insurance plan

effective july 1, 2012

Update to the summary plan descriptions (SPD)
Changes described in this SMM are effective July 1, 2012.

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will preparation service

Effective July 1, 2012, **will preparation** is offered by **Hyatt Legal Plans**¹, a MetLife company, and provides eligible employees and their spouses or domestic partners with access to attorneys participating in Hyatt Legal Plans network for preparing or updating a will, living will and power of attorney at no additional charge. When you choose a participating Hyatt Legal Plans attorney, the attorney's fees are fully covered and there are no claim forms to file. You also have the flexibility of using a non-network attorney and being reimbursed for covered services according to a set fee schedule².

MetLife has added the new will preparation service to their standard insurance offering at no additional cost to you. This service has been developed and is managed by MetLife. Access to their program is available if you participate in the **Chevron Supplemental Life Insurance Plan**.

If you're eligible to participate, access the service by contacting Hyatt Legal Plans directly by phone at 1-800-821-6400 (216-535-4395 outside the U.S.) to speak with a client service representative. Provide your Company name (Chevron) and the Group Number (104645) to get started.

¹ Will Preparation Services are offered by Hyatt Legal Plans, Inc., Cleveland, Ohio. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and Affiliates, Warwick, Rhode Island. In New York, the Will Preparation service is an expanded offering that includes office consultations and telephone advice for certain other legal matters beyond Will Preparation.

² If you chose a non-network attorney, you will be responsible for any attorneys' fees that exceed the reimbursed amount.

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Description of the Plan

Overview

- This plan lets you buy Supplemental Life Insurance Plan coverage for yourself, equal to one to eight times your annualized regular pay, up to a maximum of \$10 million when combined with your Basic Life Insurance Plan coverage.
- You pay the entire cost of this coverage. For more information, see How Much You Pay for Coverage under Participation in this section.
- You can enroll for or change coverage at any time. However, in certain instances you have to provide proof of good health. You don't have to provide proof of good health to decrease or cancel coverage. For more information, see Proof of Good Health – You, in this section.
- This coverage is portable. This means that you can continue your Supplemental Life Insurance coverage after you retire or leave your job. For details, see When Participation Ends in this section.
- If you die while covered under the plan, plan benefits are paid to the beneficiary you name. To name your beneficiary, complete your beneficiary designation online through the Benefits Connection website at 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.

You can name more than one person as your beneficiary, but they will share the life insurance benefit.

Unless you have assigned your coverage, you can change your beneficiary designation anytime you want. For more information about assigning life insurance coverage, see Assigning Life Insurance Coverage under Naming a Beneficiary in this section.

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.

- If you're terminally ill, you can request payment of an accelerated benefit (see Accelerated Benefit Option in this section). You can request up to 80 percent of your Supplemental Life coverage amount — not to exceed a maximum of \$500,000 — while you're still living.

Eligibility

Except as described below, you're generally eligible for Chevron's Supplemental Life Insurance Plan if you're considered by Chevron to be a common-law employee of Chevron Corporation or one of its subsidiaries that it has designated to participate in 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

When and How You Can Enroll

If you want coverage, you need to enroll in the Supplemental Life Insurance Plan. You can enroll yourself without providing proof of good health, if you enroll within 31 days after one of the following occurs:

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

You can enroll through the Benefits Connection website at hr2.chevron.com or by calling the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.). If you enroll after the 31-day period, you must follow late enrollment procedures.

Late Enrollment Procedures

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

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

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

Making Changes

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

- You can stop participating or reduce your coverage amount at any time.
- You can enroll or increase your coverage at any time; however, late enrollment procedures may apply.
- If you have a life event, you can enroll or increase your coverage without providing proof of good health, provided you do so within 31 days of the event (restrictions may apply). Otherwise, you must follow late enrollment procedures and you may be required to provide proof of good health. Also, depending on the amount of coverage you elect, you may be required to provide proof of good health.
- You can change your beneficiary at any time by completing a Designation of Beneficiary for Benefit Plans (F-41) form, available on the Benefits Connection website at hr2.chevron.com. You can also get a copy of the form by contacting the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.).

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

When Participation Begins

When proof of good health isn't required.

- If you enroll within 31 days of being hired, participation begins on your first day of work.
- If you enroll within 31 days of a qualifying life event, participation begins on the first day of the month on or after the effective date of the event. If you enroll at any other time, participation begins on the first day of the month on or after the date you enroll through the Benefits Connection website at hr2.chevron.com or by calling the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.).

When proof of good health is required.

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

When Participation Ends

Participation ends when any of the following applies:

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

You can take certain coverage with you when your employment ends (see Continuing or Converting Coverage in this section).

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

Continuing Coverage

If you leave Chevron for any reason or experience a loss of coverage, in most cases, you and your family can continue your Supplemental Life Insurance Plan coverage by converting coverage to an individual policy at individual rates. Premiums are paid directly to the claims administrator, MetLife. Continuing coverage is an option in all states. Coverage must be continued through conversion within 31 days after it ends or is reduced. You will not have to provide proof of good health if you continue your existing coverage. Conversion is available:

- At retirement or termination of employment.
- When you lose benefit eligibility due to a job change.

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

How Much You Pay for Coverage

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

The cost of your coverage is based on age-related group rates. Therefore, your cost varies depending on the amount of coverage you buy and your age. For detailed cost information, contact the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.).

Naming a Beneficiary

Your beneficiary is the person or persons you name to receive any Supplemental Life 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.

You're automatically the beneficiary for your dependents' life and accident insurance coverage.

To name your beneficiary, complete your beneficiary designation online through the Benefits Connection website at 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.

You can name more than one person as your beneficiary, but they will share the life insurance benefit.

Unless you have assigned your coverage, you can change your beneficiary designation anytime you want. For more information about assigning life insurance coverage, see *Assigning Life Insurance Coverage* in this section.

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. Unless you have assigned your coverage, 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.)

For more information about assigning life insurance coverage, see below.

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/domestic partner or if none,
- Your surviving natural and legally adopted children in equal shares or if none,
- Your mother and father in equal shares or if none,
- Your sisters and brothers in equal shares or if none,
- Your estate.

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

Assigning Life Insurance Coverage

You can make a gift of your life insurance coverage to one or more people — or to an organization, such as a bank or law firm, that serves as a trustee. If you do, the person or organization who receives the gift — the *assignee* — becomes the owner of your coverage. As owner, the person or organization has the right to change the beneficiary designation and to convert all or part of the coverage if your coverage ends or is reduced. Remember, however, that assigning the coverage means that the ownership of the coverage changes. It does not in and of itself make the assignee of the coverage the beneficiary.

For Supplemental Life Insurance, the assignee will be billed for the cost of the coverage.

The assignment of your coverage is irrevocable, unless the assignee assigns it back to you. You can't regain control of the coverage without your assignee's agreement, and you can't request an accelerated benefit option. This raises many important personal and legal issues and it has tax implications.

If you're considering assigning your coverage, you should first consult with your attorney.

To assign your coverage, to learn more information or to request the forms you need to complete, contact the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.).

How Much Coverage You Can Purchase

You can purchase coverage equal to one to eight times your annualized regular pay — in increments of one times base pay.

The minimum amount of coverage you can purchase is one times your annualized regular pay or \$20,000, whichever is greater.

The combined maximum amount of Basic Life Insurance and Supplemental Life Insurance you can have is \$10 million. And, if the amount of your coverage isn't an even \$5,000 increment, the plan rounds your coverage to the next higher \$5,000.

For example, if your annualized regular pay is \$39,700 and you choose coverage of two times your annualized regular pay, your coverage will be \$80,000 (\$39,700 times two equals \$79,400; rounding \$79,400 to the next higher \$5,000 increment equals \$80,000).

If your annualized regular pay changes throughout the year, the dollar amount of your coverage is automatically adjusted. Your cost of coverage also can change depending on the size of the increase relative to the \$5,000 roundup.

You can cancel your coverage or raise or lower your coverage level at any time. However, in certain instances, increases in coverage may require that you provide proof of good health.

Proof of Good Health — You

Whether you decide to purchase Supplemental Life Insurance coverage for yourself when you're first eligible, or at any other time during the year, you may be required to provide proof of good health. Additional proof of good health rules may apply if you experience a life event.

Situation	And You:	Amount of New Coverage Is:	Is Proof of Good Health Required?
You're a new employee to the plan.	Enroll for coverage within 31 days of hire.	Less than or equal to \$1.5 million and either: <ul style="list-style-type: none"> • One times or • Two times or • Three times or • Four times your annualized regular pay. 	No
	Enroll for coverage within 31 days of hire.	<ul style="list-style-type: none"> • Any coverage amount in excess of \$1.5 million or: • Five times or • Six times or • Seven times or • Eight times your annualized regular pay. 	Yes
	Enroll for coverage after 31 days of hire (late enrollment).	All coverage amounts.	Yes
You're a currently enrolled employee.	Change coverage due to a life event (change is made within 31 days of the event).	One level above your current coverage (up to \$1.5 million).	No
	Change coverage due to a life event (change is made within 31 days of the event).	More than one level above your current coverage or over \$1.5 million.	Yes
	Increase coverage.	All coverage amounts.	Yes

You also must be actively at work on the effective date of your coverage. When you are required to provide proof of good health, you must complete a Statement of Health online. Additional medical information may be required (at your expense). The HR Service Center will provide a link for you to complete the Statement of Health online. Go to the Benefits Connection website at hr2.chevron.com and choose the applicable event from the **Your Current Events** box. Next, choose the **Complete Statement of Health** link under **Follow These Steps**. You will be directed to the MetLife website to complete the process. For additional information about providing proof of good health, call the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.).

When Benefits Are Paid

Plan benefits are payable in the event of your death from almost any cause. See Special Circumstances That Could Affect Your Benefits in this section.

To receive benefits, your beneficiary must file a claim form and provide proof of your death.

The plan's accelerated benefit option makes it possible for you to receive up to 80 percent of the coverage amount, but not to exceed a maximum of \$500,000, before you die. Your doctor must certify that you're terminally ill and unlikely to live another year. For information about the accelerated benefit option, see below.

How Benefits Are Paid

Plan benefits are paid in a single lump sum to your beneficiary in the case of your death, or to you in the case of an accelerated benefit option (see below). The plan also can make installment payments or a combination of installments and a lump sum.

If you don't designate a beneficiary or if the individual whom you had named as a beneficiary isn't living when benefits are paid, benefits are paid based on a standard succession of beneficiaries (see *If You Don't Name a Beneficiary* in this section). To receive benefits, you must file a claim (see *How to File a Claim for Benefits* in this section).

Accelerated Benefit Option

You can request accelerated payment of Supplemental Life Insurance Plan benefits if both of the following apply:

- Your doctor determines that you're terminally ill and expects you'll die within 12 months or in accordance with applicable state law requirements (contact MetLife for more information).
- Your Supplemental Life Insurance Plan coverage equals \$10,000 or more.

If your request is approved, you will receive a lump-sum benefit equal to 80 percent of the coverage amount, but not to exceed a maximum benefit of \$500,000. Your beneficiary receives the remaining coverage amount when you die.

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

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

Claims and Appeals

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

Claiming Benefits

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

- You or your covered dependent's name and Social Security number.
- The date of your or your dependent's death.
- If you're not the caller, the caller's name, address, telephone number and relationship to you.
- If you die and you're married, your spouse's name, address, Social Security number and birth date.

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

Under normal circumstances, the claims administrator sends you or your beneficiary written notice of its decision on the claim within 90 days after receiving the completed claim form. Sometimes more time is needed due to special circumstances. If this is the case, the determination period can be extended for up to an additional 90 days. You 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.

Requesting an Accelerated Benefit Option

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

Appeals Procedures

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

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

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

If a claim for benefits is denied (in whole or in part), you 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:

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

Overnight address is:
123 Wyoming Avenue
Scranton, PA 18503

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

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

As part of the appeals procedures, you 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 in the Your ERISA Rights section.

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

How to File a Claim for Eligibility

If you have a question regarding your eligibility to participate in the Supplemental Life 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 Supplemental Life Insurance Plan, you can file a written claim with the plan administrator. Include the grounds on which your claim is based and any documents, records, written comments or other information you feel will support the claim. Address your written correspondence to:

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

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

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

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

Appeals Procedures

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

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

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

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

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

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

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

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

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

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

Special Circumstances That Could Affect Your Benefits

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

- If you're not an eligible employee on the date your coverage would normally begin, coverage will start when you again qualify as an eligible employee.
- You must be actively at work on the effective date of coverage.
- 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.
- If you assign your coverage to a person or an organization, your assignee owns the coverage and has all of your former rights to the coverage, including the right to name a beneficiary. The assignee is responsible for making premium payments for any coverage which is assigned. Also, you can't request an accelerated benefit option once you've assigned your coverage.
- Benefits will not be paid if your death is the result of a suicide that occurs within 24 months of your enrollment date.
- If your death is the result of a suicide more than two years after your enrollment date, but within two years from the effective date of any elected increase in the amount of your benefits, such elected increased amount will not be payable. Instead, an amount equal to the amount of Supplemental Life that was in effect on the day before the effective date of such increased amount will be paid to your beneficiary. An increase in coverage as a result of a salary change is not considered an elected increase in coverage.

Other Plan Information

- Administrative Information
 - Your ERISA Rights
-

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.).

Supplemental Life Insurance Plan

Plan number: 865

Claims Administrator/Insurer:

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

Statement of Health Unit | P.O. Box 14069 | Lexington, KY 40512-4069

Type of Administration: Insurer

Funding/Source of Contributions: Employee paid

Type of Plan: Life 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 life and accident insurance plans, legal process also can be served on the plan administrator.

For information about the procedure for a QMCSO, please contact the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.).

Administrative Power and Responsibilities

Chevron Corporation has the discretionary authority to control and manage the administration and operation of the Supplemental Life Insurance Plan (SLIP). 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 Supplemental Life Insurance Plan, provided both of the following apply:

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

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

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

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

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

Incorrect Computation of Benefits

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

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

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

Recovery of Overpayments

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

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

If you and/or your covered dependent 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 Supplemental Life Insurance Plan begins on January 1 and ends on December 31 of each year.

No Right to Employment

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

Future of the Plans

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

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

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

Your ERISA Rights

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.

Filing a Lawsuit

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

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

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

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

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

Glossary

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.

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 Supplemental Life Insurance Plan (SLIP).

Corporation

Refers to Chevron Corporation.

Eligible Domestic Partner

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

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

1. You and your partner are all of the following:
 - At least age 18 and of legal age.
 - Mentally competent to enter into contracts.
 - Jointly responsible for each other's welfare and financial obligations and have lived together for at least six months prior to signing the affidavit.
 - In an intimate, committed relationship of mutual caring that has existed for at least six months prior to the signing of the affidavit and it is expected to continue indefinitely.
 - Not related by blood.
 - Not married to anyone other than each other.
2. You live in California and meet all of the requirements of the California Family Code section 297 definition of a domestic partner, including the requirement to have registered your domestic partner with the Secretary of State's office. For more information, visit the California Domestic Partnership website at www.ss.ca.gov/business/sf/sf_dp.htm.
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.

Former Texaco Employee

A person who otherwise qualifies as an eligible employee and who was employed by Texaco Inc. immediately prior to its merger with Chevron Corporation and who has not been terminated and rehired by Chevron since the merger with Texaco Inc.

Leased Employee

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

Life Event

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

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

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

Payroll

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

Professional Intern

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

Qualified Domestic Relations Order (QDRO)

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

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

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

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

or via overnight mail to:

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

Regular 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.

Spouse

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