YOUR EMPLOYEE BENEFIT PLAN

CHEVRON CORPORATION

Chevron Retirees Life Benefits

Effective January 1, 2006

Certificate Number 7

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

TO OUR EMPLOYEES:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

Benefits are provided through a group policy issued to Chevron Corporation by Metropolitan Life Insurance Company.

Chevron Corporation



CERTIFICATE RIDER

Group Policy No.: 104645-G

Policyholder: Chevron Corporation

Effective Date: January 1, 2011

The certificate is changed as follows:

Applicable to Certificate 7 Chevron Retirees

In the ACCELERATED BENEFITS (On Your Own Account), replace items 1. and 3. under D. Amount with the following:

- "1. up to 80% of your Life Benefits shown in the SCHEDULE OF BENEFITS; and
- **3.** no more than \$500,000."



CERTIFICATE RIDER

Group Policy No.: 104645-G

Policyholder: Chevron Corporation

Effective Date: May 1, 2011

The certificate is changed as follows:

Applicable to all persons insured under Certificate Number 7 who are residents of Texas:

"Revise the maximum life expectancy time period to 24 months in the section **ACCELERATED BENEFITS (On Your Own Account)**."



Metropolitan Life Insurance Company New York, New York

CERTIFICATE RIDER

Group	Policy	No.:	104645-G

Policyholder: Chevron Corporation

Effective Date: January 1, 2012

The certificate is changed as shown below:

Applicable to Chevron retirees insured under Certificate 7:

1. Add the definition of Domestic Partner as follows:

""**Domestic Partner**" means each of two people, one of whom is an Employee of the Policyholder, who have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available."

2. Delete the definition of Spouse and replace it with the following:

""Spouse" means Your lawful spouse. Wherever the term "Spouse" appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner."



Metropolitan Life Insurance Company New York, New York

CERTIFICATE RIDER

Group Policy No.: 104645-G

Policyholder: Chevron Corporation

Effective Date: June 1, 2012

The certificate is changed as shown below:

The SCHEDULE OF BENEFITS section of the certificate is revised to add the following:

"How We Will Pay Benefits

Unless the Beneficiary requests payment by check, when the certificate states that We will pay benefits in "one sum" or a "single sum," We may pay the full benefit amount:

- 1. by check;
- 2. by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
- 3. by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request."



CERTIFICATE RIDER

Group Policy No.:	104645-G
Policyholder:	Chevron Corporation

Effective Date: July 1, 2012

The Life Insurance certificate is changed as follows:

The following statement is added to the **SCHEDULE OF BENEFITS** and applies to residents of all states other than Texas:

"If You elect Group Supplemental Life Insurance coverage, a will preparation service (the "Service") will be made available to You, through a MetLife affiliate (the "Affiliate"), while Your Group Supplemental Life Insurance coverage is in effect. This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Schedule of Benefits.



CERTIFICATE RIDER

Group Policy No.: 104645-G

Policyholder: Chevron Corporation

Effective Date: July 1, 2012

The Life Insurance certificate is changed as follows:

The following statement is added to the **SCHEDULE OF BENEFITS** and applies to residents of Texas only:

"If You elect Group Supplemental Life Insurance coverage, a Will Preparation Service (the "Service") will be made available to You through a MetLife affiliate (the "Affiliate"), as agreed to by the Policyholder and MetLife, while Your Group Supplemental Life Insurance coverage is in effect under this Policy.

Will Preparation Service means a service covering the preparation of wills and codicils for You and Your Spouse. The creation of any testamentary trust is covered. The Will Preparation Service does not include tax planning.

This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate."

The Effective Date of this rider is the later of the Effective Date shown above or the effective date of Your Group Supplemental Life Insurance Coverage.



CERTIFICATE RIDER

Group Policy No.:	104645-G
Policyholder:	Chevron Corporation
Effective Date:	July 1, 2012

The Life Insurance certificate is changed as follows:

The following statement is added to the **SCHEDULE OF BENEFITS** and applies to residents of all states other than Texas:

"If You become insured for Group Supplemental Life Insurance coverage and die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate, through a MetLife affiliate ("Affiliate").

The benefit provides for certain probate services to be made available upon Your death, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, Your estate must pay for those attorney's services directly. Upon Proof of such payment, Your estate will be reimbursed for the attorney's services in an amount equal to the lesser of the amount Your estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the earliest of:

- The date Your employment with the Policyholder ends;
- The date Your Certificate ends; or
- The date the Group Policy ends."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Schedule of Benefits.

MetLife[®]

Metropolitan Life Insurance Company 200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 104645-G Policyholder: Chevron Corporation Effective Date: July 1, 2012

The Life Insurance certificate is changed as follows:

The following statement is added to the SCHEDULE OF BENEFITS for residents of Texas only:

"If You become insured for Group Supplemental Life Insurance coverage and die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate, through a MetLife affiliate ("Affiliate").

The Benefit includes attorney representation and payment of legal fees for the executor or administrator of insured employee's estate including representation for the preparation of all documents and all of the court proceedings needed to transfer probate assets from the estate to insured employee's heirs; and the completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings.

The Benefit provides for such services to be made available upon Your death, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, Your estate must pay for those attorney's services directly. Upon Proof of such payment, Your estate will be reimbursed for the attorney's services in an amount equal to the lesser of the amount Your estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Schedule of Benefits.

MetLife[®]

Metropolitan Life Insurance Company 200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 104645-G

Policyholder: Chevron Corporation

Effective Date: August 1, 2014

The certificates numbered 2A and 10A are changed as follows:

The following statement is added to the SCHEDULE OF BENEFITS and applies to residents of all states other than Texas:

"If You become insured for Group Supplemental Life Insurance coverage and You or Your Spouse die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate in the event of Your death or to Your Spouse's estate in the event of Your Spouse's death. Such benefit will be made available through a MetLife affiliate ("Affiliate").

The Benefit provides for certain probate services to be made available, free of charge, by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, the estate of the deceased must pay for those attorney's services directly. Upon Proof of such payment, the estate of the deceased will be reimbursed for the attorney's services in an amount equal to the lesser of the amount such estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Schedule of Benefits.

MetLife[®]

Metropolitan Life Insurance Company 200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 104645-G

Policyholder: Chevron Corporation

Effective Date: August 1, 2014

The certificates numbered 2A and 10A are changed as follows:

The following statement is added to the SCHEDULE OF BENEFITS and applies to residents of Texas:

"If You become insured for Group Supplemental Life Insurance coverage and You or Your Spouse die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate in the event of Your death or to Your Spouse's estate in the event of Your Spouse's death. Such benefit will be made available through a MetLife affiliate ("Affiliate").

The Benefit includes attorney representation and payment of legal fees for the executor or administrator of the estate of the deceased including representation for the preparation of all documents and all of the court proceedings needed to transfer probate assets from the estate of the deceased to applicable heirs; and the completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings.

The Benefit provides for certain probate services to be made available, free of charge, by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, the estate of the deceased must pay for those attorney's services directly. Upon Proof of such payment, the estate of the deceased will be reimbursed for the attorney's services in an amount equal to the lesser of the amount such estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Schedule of Benefits.

This rider is to be attached to and made a part of the Certificate.

Certificate Number 17



CERTIFICATE RIDER

Group Policy No.: 104645-G

Policyholder: Chevron Corporation

Effective Date: July 1, 2015

For any certificate which provides contributory coverage, such certificate is changed as follows:

By adding the following wording to the face page of the certificate:

FOR CALIFORNIA RESIDENTS: REVIEW THIS CERTIFICATE CAREFULLY. IF YOU ARE 65 OR OLDER ON YOUR EFFECTIVE DATE OF THIS CERTIFICATE, YOU MAY RETURN IT TO US WITHIN 30 DAYS FROM THE DATE YOU RECEIVE IT AND WE WILL REFUND ANY PREMIUM YOU PAID. IN THIS CASE, THIS CERTIFICATE WILL BE CONSIDERED TO NEVER HAVE BEEN ISSUED.

This rider is to be attached to and made a part of the Certificate.

Certificate Number 18

CR2000

Supplementary ERISA Information For Legal Services

The ERISA information set forth above which pertains to Group Supplemental Life Insurance also applies to Legal Services– Will Preparation Benefit and Estate Resolution Benefit, except as noted below:

<u>Coverage</u>

Legal Services- Will Preparation Benefit and Estate Resolution Benefit

Type of Administration

Legal Services– Will Preparation Benefit and Estate Resolution Benefit is administered by Hyatt Legal Plans, Inc.

Agent for Service of Legal Process

For disputes arising under those portions of the Plan administered by Hyatt Legal Plans, Inc. service of legal process may be made upon Hyatt Legal Plans, Inc.

Eligibility For Will Preparation Benefit and Estate Resolution Benefit - Description or Summary of Benefits

Your MetLife Group Supplemental Life Insurance certificate describes the eligibility requirements for the Legal Services - Will Preparation Benefit and Estate Resolution Benefit under the Plan. It also includes a summary description of the benefit. For more detailed information, you may contact the provider, Hyatt Legal Plans, Inc. by phone at 1-800-821-6400.

Plan Termination or Changes

The Will Preparation Benefit and Estate Resolution Benefit is being provided by Hyatt Legal Plans, Inc. through an agreement between MetLife and Hyatt Legal Plans, Inc. and may be terminated at any time.

Contributions

No contribution is required for Legal Services – Will Preparation Benefit and Estate Resolution Benefit.

Claims Information

Claims information for Legal Services – Will Preparation Benefit and Estate Resolution Benefit may be obtained by contacting the provider, Hyatt Legal Plans, Inc. by phone at 1-800-821-6400.

For information about the Will Preparation Service and Estate Resolution Service, you may contact the provider, Hyatt Legal Plans, Inc. by phone.

Phone: 1-800-821-6400



Certifies that, under and subject to the terms and conditions of the Group Policy issued to the Policyholder, coverage is provided for each Employee as defined herein.

The date when an Employee is eligible for coverage is set forth in the form with the title Eligibility for Benefits.

The date when an Employee's Personal Benefits become effective is set forth in the form with the title Effective Dates of Personal Benefits.

The amounts of coverage are determined by the form with the title Schedule of Benefits.

C. Kober Ftenniksan

C. Robert Henrikson President and Chief Operating Officer

Policyholder: Chevron Corporation

Group Policy No.: 104645-G

Florida Residents: The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.

For Maryland residents: The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

Accelerated Benefits may be taxable. If so, you or your Beneficiary may incur a tax obligation. As with all tax matters, you should consult your personal tax advisor to assess the impact of this Benefit.

Texas Residents: Please Read the Notice Pages for Texas Residents Carefully

If any prior certificate relating to the coverage set forth herein has been given to the Employee, such certificate is void.

Form G.23000-Cert.-1

For Texas Residents:

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call MetLife's toll-free telephone number for information or to make a complaint at

1-800-638-5433

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance P.O. Box 149104 Austin, TX 78714-9104 Fax # 512 - 475-1771

Web: http://www.tdi.state.tx.us

Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact MetLife first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR CERTIFICATE: This notice is for information only and does not become a part or condition of the attached document.

Para Residentes de Texas:

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de MetLife para informacion o para someter una queja al

1-800-638-5433

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas P.O. Box 149104 Austin, TX 78714-9104 Fax # 512 - 475-1771

Web: http://www.tdi.state.tx.us

Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con MetLife primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU CERTIFICADO: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

For Texas Residents:

IMPORTANT NOTICES

DEATH BENEFITS WILL BE REDUCED IF AN ACCELERATION-OF-LIFE-INSURANCE BENEFIT IS PAID.

DISCLOSURE: The acceleration-of-life-insurance benefits offered under this certificate are intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the acceleration-of-life-insurance benefits qualify for such favorable tax treatment, the benefits will be excludable from your income and not subject to federal taxation. Tax laws relating to acceleration-of-life insurance benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which you could receive acceleration-of-life-insurance benefits excludable from income under the federal law.

DISCLOSURE: Receipt of acceleration-of-life-insurance benefits may affect your, your spouse's or your family's eligibility for public assistance programs such as Medical Assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect your, your spouse and your family's eligibility for public assistance.

Arkansas residents please be advised of the following:

IMPORTANT NOTICE

IF YOU HAVE A QUESTION CONCERNING YOUR COVERAGE OR A CLAIM, FIRST CONTACT YOUR GROUP EMPLOYER OR GROUP ACCOUNT ADMINISTRATOR. IF, AFTER DOING SO, YOU STILL HAVE A CONCERN, YOU MAY CALL METLIFE'S TOLL-FREE TELEPHONE NUMBER:

1-800-638-5433

IF YOU ARE STILL CONCERNED AFTER CONTACTING BOTH YOUR GROUP EMPLOYER AND METLIFE, YOU SHOULD FEEL FREE TO CONTACT:

> ARKANSAS INSURANCE DEPARTMENT CONSUMER SERVICES DIVISION 1200 WEST THIRD LITTLE ROCK, ARKANSAS 72201-1904

California residents please be advised of the following:

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT METLIFE AT:

METROPOLITAN LIFE INSURANCE COMPANY 200 PARK AVENUE NEW YORK, NY 10166 ATTN: CORPORATE CONSUMER RELATIONS DEPARTMENT 1-800-638-5433

IF, <u>AFTER</u> CONTACTING METLIFE REGARDING A COMPLAINT, YOU FEEL THAT A SATISFACTORY RESOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA INSURANCE DEPARTMENT AT:

> CALIFORNIA DEPARTMENT OF INSURANCE 300 SOUTH SPRING STREET LOS ANGELES, CA 90013 1-800-927-4357 (within California) 1-213-897-8921 (outside California)

Georgia residents please be advised of the following:

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

IMPORTANT NOTICE

NOTICE FOR RESIDENTS OF MONTANA

If a claim on your life becomes payable under this certificate, settlement of the claim shall be made within 60 days of the date that we receive proof of death that is satisfactory to us. The settlement shall include interest from the 30th day after we receive such proof until settlement. Such interest shall be paid at the rate required by law in Montana.

Utah residents please be advised of the following:

NOTICE TO POLICYHOLDERS

Insurance companies licensed to sell life insurance, health insurance, or annuities in the State of Utah are required by law to be members of an organization called the Utah Life and Health Insurance Guaranty Association ("ULHIGA"). If an insurance company that is licensed to sell insurance in Utah becomes insolvent (bankrupt), and is unable to pay claims to its policyholders, the law requires ULHIGA to pay some of the insurance company's claims. The purpose of this notice is to briefly describe some of the benefits and limitations provided to Utah insureds by ULHIGA.

PEOPLE ENTITLED TO COVERAGE

- You must be a Utah resident.
- You must have insurance coverage under an individual or group policy.

POLICIES COVERED

· ULHIGA provides coverage for certain life, health and annuity insurance policies.

EXCLUSIONS AND LIMITATIONS

Several kinds of insurance policies are specifically excluded from coverage. There are also a number of limitations to coverage. The following are not covered by ULHIGA:

- · Coverage through an HMO.
- Coverage by insurance companies not licensed in Utah.
- Self-funded and self-insured coverage provided by an employer that is only administered by an insurance company.
- · Policies protected by another state's Guaranty Association.
- Policies where the insurance company does not guarantee the benefits.
- Policies where the policyholder bears the risk under the policy.
- · Re-insurance contracts.
- Annuity policies that are not issued to and owned by an individual, unless the annuity policy is issued to a pension benefit plan that is covered.
- Policies issued to pension benefit plans protected by the Federal Pension Benefit Guaranty Corporation.
- Policies issued to entities that are not members of the ULHIGA, including health plans, fraternal benefit societies, state pooling plans and mutual assessment companies.

LIMITS ON AMOUNT OF COVERAGE

Caps are placed on the amount ULHIGA will pay. These caps apply even if you are insured by more than one policy issued by the insolvent company. The maximum ULHIGA will pay is the amount of your coverage or \$500,000 — whichever is lower. Other caps also apply:

- \$100,000 in net cash surrender values.
- \$500,000 in life insurance death benefits (including cash surrender values).
- \$500,000 in health insurance benefits.
- \$200,000 in annuity benefits if the annuity is issued to and owned by an individual or the annuity is issued to a pension plan covering government employees.
- \$5,000,000 in annuity benefits to the contract holder of annuities issued to pension plans covered by the law. (Other limitations apply).
- · Interest rates on some policies may be adjusted downward.

DISCLAIMER

PLEASE READ CAREFULLY:

• COVERAGE FROM ULHIGA MAY BE UNAVAILABLE UNDER THIS POLICY. OR, IF AVAILABLE, IT MAY BE SUBJECT TO SUBSTANTIAL LIMITATIONS OR EXCLUSIONS. THE DESCRIPTION OF COVERAGES CONTAINED IN THIS DOCUMENT IS AN OVERVIEW. IT IS NOT A COMPLETE DESCRIPTION. YOU CANNOT RELY ON THIS DOCUMENT AS A DESCRIPTION OF COVERAGE. FOR A COMPLETE DESCRIPTION OF COVERAGE, CONSULT THE UTAH CODE, TITLE 31A, CHAPTER 28.

· COVERAGE IS CONDITIONED ON CONTINUED RESIDENCY IN THE STATE OF UTAH.

• THE PROTECTION THAT MAY BE PROVIDED BY ULHIGA IS NOT A SUBSTITUTE FOR CONSUMERS' CARE IN SELECTING AN INSURANCE COMPANY THAT IS WELL-MANAGED AND FINANCIALLY STABLE.

INSURANCE COMPANIES AND INSURANCE AGENTS ARE REQUIRED BY LAW TO GIVE YOU THIS NOTICE. THE LAW DOES, HOWEVER, PROHIBIT THEM FROM USING THE EXISTENCE OF ULHIGA AS AN INDUCEMENT TO SELL YOU INSURANCE.

• THE ADDRESS OF ULHIGA, AND THE INSURANCE DEPARTMENT ARE PROVIDED BELOW.

Utah Life and Health Insurance Guaranty Association 955 E. Pioneer Rd. Draper, Utah 84114

Utah Insurance Department State Office Building, Room 3110 Salt Lake City, Utah 84114 Virginia residents please be advised of the following:

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

Metropolitan Life Insurance Company 200 Park Avenue New York, New York 10166 Attn: Corporate Customer Relations Department

To phone in a claim related question, you may call Claims Customer Service at:

1-800-638-5433

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

The Office of the Managed Care Ombudsman Bureau of Insurance P.O. Box 1157 Richmond, VA 23209

1-877-310-6560 - toll-free 1-804-371-9032 - locally <u>www.scc.virginia.gov</u> - web address <u>ombudsman@scc.virginia.gov</u> - email

Or:

The Virginia Department of Health (The Center for Quality Health Care Services and Consumer Protection) 3600 West Broad St Suite 216 Richmond, VA 23230 1-800-955-1819

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available. Wisconsin residents please be advised of the following:

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Metropolitan Life Insurance Company Corporate Consumer Relations Department 200 Park Avenue New York, NY 10166 1-800-638-5433

You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the OFFICE OF THE COMMISSIONER OF INSURANCE by contacting:

Office of the Commissioner of Insurance Complaints Department P.O. Box 7873 Madison, WI 53707-7873 1-800-236-8517 outside of Madison or 266-0103 in Madison.

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SCHEDULE OF BENEFITS (Also see SCHEDULE SUPPLEMENT)

The following Benefits are provided subject to the provisions below.

BENEFITS (EMPLOYEE ONLY)

AMOUNT

LIFE

An amount equal to 1/2 of your regular monthly pay in effect on the day before the date of your retirement, as determined by the Employer, multiplied by your number of years of health and welfare eligibility service (up to 24 years) Minimum Life Benefit..... An amount equal to 3 months of your regular monthly pay in effect on the day before the date of your retirement, as determined by the Employer

The amount of your Life Benefits will be reduced by 15%:

- 1. on each anniversary of your retirement date, for up to five years; or
- 2. if you continue working beyond age 65, on each birthday for up to five years, beginning with attainment of age 66.

Note that your Life Benefits are subject to a total of five reductions, whether following retirement or during continued employment beyond age 65, or any combination thereof. Additionally, the Minimum Life Benefit applies.

See pages hereof entitled ACCELERATED BENEFITS (On Your Own Account).

CONVERSION OF REDUCED AMOUNTS OF LIFE BENEFITS BECAUSE OF ATTAINMENT OF A CERTAIN AGE OR RETIREMENT

If your Life Benefits are reduced because of attainment of a specified age or retirement, you may have issued to you a personal policy of life insurance on the date of such reduction.

The right to obtain a personal policy will be the same as is applicable to you when your Life Benefits end because your employment ends, as set forth under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

The amount of the policy will not be more than:

the total amount of Life Benefits in effect on your life under This Plan on the day before the date a. vour Life Benefits reduce;

less

b. the total amount of Life Benefits in effect on your life under This Plan after the date your Life Benefits reduce.

The right to apply for the policy upon reduction applies regardless of whether there is one reduction or a series of smaller reductions.

Form G.23000-B

SCHEDULE SUPPLEMENT

A. Statements Made by You Which Relate to Insurability

Any statement made by you will be deemed a representation and not a warranty.

No such statement made by you which relates to insurability will be used:

- 1. in contesting the validity of the benefits with respect to which such statement was made; or
- 2. to reduce the benefits;

unless the conditions listed in items (a) and (b) below have been met:

- **a.** The statement must be contained in a written application which has been signed by you.
- **b.** A copy of the application has been furnished to you or to your Beneficiary.

No such statement made by you will be used at all after such benefits have been in force prior to the contest for a period of two years during the lifetime of the person to whom the statement applies.

B. Assignment

The benefits with respect to the Life Benefits (On Your Own Account) under This Plan may be assigned as a gift. The benefits with respect to the Life Benefits (On Your Own Account) may not be assigned by means of a viatical assignment. However, if you have a prior viatical assignment that was effective prior to July 1, 2002, such assignment with respect to the Life Benefits (On Your Own Account) will remain in effect. Any such assignment will transfer all right, title, interest and incidents of ownership, both present and future, in such benefits, including, but not limited to, the following:

- 1. The right to make any contributions required to keep the benefits in force under This Plan.
- 2. The privilege of obtaining an individual policy of life insurance.
- **3.** The right to change the Beneficiary.

No assignment will be binding on us nor on the Employer unless the following conditions are met:

- 1. The assignment is in a form which is acceptable to us and to the Employer.
- 2. The assignment is accepted, in writing, by us and by the Employer.
- 3. The assignment is filed at our Home Office.

We assume no obligation as to the validity or the sufficiency of any assignment; neither does the Employer.

C. Additional Provisions

- 1. The benefits under This Plan do not at any time provide paid-up insurance, or loan or cash values.
- 2. No agent has the authority:
 - **a.** to accept or to waive the required proof of a claim; nor
 - **b.** to extend the time within which a proof must be given to us.

Form G.23000-B1

DEFINITIONS OF CERTAIN TERMS USED HEREIN

"Covered Person" means an Employee on whose account benefits are in effect under This Plan.

"Doctor" means a person who is legally licensed to practice medicine. A licensed practitioner will be considered a Doctor if:

- 1. there is a law which applies to This Plan and that law requires that any service performed by such a practitioner must be considered for benefits on the same basis as if the service were performed by a Doctor; and
- 2. the service performed by the practitioner is within the scope of his or her license.

"Employee" means an eligible retiree of the Employer who was employed by Chevron Corporation prior to July 1, 2002 or an eligible retiree of the Employer who was employed on the payroll of Caltex Corporation, a subsidiary of the Employer, on June 30, 2002 and who:

- 1. has at least 65 points (age plus years of health and welfare eligibility service) or 20 years of health and welfare eligibility service as of June 30, 2002; and
- 2. has at least 75 points or 25 years of health and welfare eligibility service upon retirement; and
- 3. retires prior to July 1, 2007 for reasons other than misconduct.

"Employer" means Chevron Corporation.

"Full Disability" or "Fully Disabled" means that because of a sickness or an injury you can not do your job.

"Personal Benefits" mean the benefits which are provided on account of an Employee under This Plan.

"This Plan" means the Group Policy which is issued by us to provide Personal Benefits.

"We", "us" and "our" mean Metropolitan.

"You" and "your" mean the Employee who is a Covered Person for Personal Benefits.

Form G.23000-A

ELIGIBILITY FOR BENEFITS

The effective date of this certificate is January 1, 2006.

Personal Benefits Eligibility Date

Your Personal Benefits Eligibility Date is the date you become an Employee of the Employer.

Form G.23000-C

EFFECTIVE DATES OF PERSONAL BENEFITS

Your Personal Benefits will become effective on your Personal Benefits Eligibility Date.

Form G.23000-D1

LIFE BENEFITS (On Your Own Account)

A. Coverage

If you die while you are covered for Life Benefits, we will pay to the Beneficiary the amount of Life Benefits that is in effect on your life on the date of your death.

B. Optional Types of Payment

Payment of any amount of Life Benefits may be made in installments. Details on the payment options may be obtained from the Employer.

Form G.23000-1

ACCELERATED BENEFITS (On Your Own Account)

A. Definitions

"Meet the Requirements" means:

- 1. your life span is drastically limited; and
- 2. you are expected to die within 12 months; and
- 3. you are not expected to recover.

These must be certified by a Doctor and accepted by us.

B. Coverage

We will pay Accelerated Benefits to you if:

- 1. you apply for Accelerated Benefits while your Life Benefits are in effect; and
- 2. you Meet the Requirements while you are covered for Life Benefits; and
- **3.** you or your legal representative requests payment of Accelerated Benefits while your Life Benefits are in effect.

Accelerated Benefits are payable only once.

Payment of Accelerated Benefits will reduce your Life Benefits and the amount available for you to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

C. Proof

Accelerated Benefits will be payable when we receive proof that you Meet the Requirements.

Proof must be given to us. The proof must be in a form that is satisfactory to us. We have no duty to ask for any proof. Any delay in submitting proof will not cause a claim to be denied so long as the proof is given as soon as reasonably possible.

At the time that such proof is given, we may have you examined by Doctors of our choice, at our expense.

D. Amount

The amount of Accelerated Benefits payable is:

- 1. up to 50% of your Life Benefits shown in the SCHEDULE OF BENEFITS; and
- 2. determined as of the date we accept certification that you Meet the Requirements; and

3. no more than \$250,000.

If your Life Benefits are scheduled to reduce within six months of such certification date, we will, for the purpose of determining the amount of Accelerated Benefits, deem the amount of your Life Benefits to have already been reduced on such certification date.

After payment of the Accelerated Benefits, the amount of your Life Benefits will be:

- 1. the amount of Life Benefits actually in effect on the certification date; less
- 2. the amount of Accelerated Benefits requested.

When the scheduled reduction date occurs, the amount of your Life Benefits will be reduced. The amount of such reduction will be determined by applying the percentage in accordance with the provisions of This Plan to the amount of your Life Benefits actually in effect on the certification date.

After such scheduled reduction, the amount of your Life Benefits will be the amount of your Life Benefits actually in effect on the certification date:

REDUCED BY

the amount of such scheduled reduction; and

MINUS

the amount of Accelerated Benefits requested.

Accelerated Benefits will be payable if you are living when payment is made.

You may be entitled to apply for a personal policy of Life Insurance up to the amount of such scheduled reduction under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

For Texas Residents: Upon receipt of your claim form we will send you a Preadjudication letter containing specific information on the payment you requested. Such information will include the amount of payment which will be made to you and the amount of death benefit remaining after payment of the Accelerated Benefit.

E. Exclusions

Accelerated Benefits will not be payable if:

- **1.** you have assigned your Life Benefits (see Assignment provision under SCHEDULE SUPPLEMENT); or
- **2.** the amount of your Life Benefits is less than \$10,000.

Form G.23000-36

RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE

A. Application

We will issue a personal policy of life insurance without disability or accidental death benefits to you if you apply for it in writing during the Application Period. The Application Period is the 31 day period after:

- 1. the date your Life Benefits end because your employment ends or because you are no longer in a class which remains eligible for Life Benefits; or
- 2. the date your Life Benefits end because This Plan ends, but only if your Life Benefits under This Plan have been in effect for at least 5 years; or
- **3.** the date This Plan is changed to end the Life Benefits for your class, but only if your Life Benefits under This Plan have been in effect for at least 5 years.

For New Hampshire residents. If you are not given notice, in writing, of the Right To Obtain A Personal Policy of Life Insurance On Your Own Life at least 15 days before the end of the Application Period, you will have additional time in which to apply. You will then have 15 days from the date you are given the notice in which to apply.

Proof that you are insurable is not required by us.

B. Conditions

The personal policy will be issued to you subject to these conditions:

- 1. it will be on one of the forms then usually issued by us, except term insurance; and
- 2. it will not take effect until after the Application Period ends; and
- **3.** the premium for the policy will be based on:
 - a. the class of risk to which you belong; and
 - **b.** your age on the effective date of the policy; and
 - **c.** the form and amount of the policy; and
- **4.** if item A(1) applies to you, the amount of the policy will not be more than the amount of your Life Benefits on the date the Life Benefits end; and
- 5. if item A(2) or item A(3) applies to you, the amount of the policy will not be more than the lesser of:
 - **a.** the amount of your Life Benefits on the date the Life Benefits end, less any amount of life insurance for which you may be eligible under any group policy which takes effect within 31 days after your Life Benefits end; and
 - **b.** \$10,000.

C. If You Die During the Application Period

If you die during the Application Period, we will pay a death benefit to the Beneficiary. The amount of the death benefit will be the highest amount of life insurance pursuant to item B(4) or B(5) for which a personal policy could have been issued. This death benefit will be paid even if you did not apply for a personal policy.

Form G.23000-1A

BENEFICIARY

A. Your Beneficiary

The "Beneficiary" is the person or persons you choose to receive any benefit payable because of your death.

You make your choice in writing on a form approved by us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with the Employer. You do not need the consent of the Beneficiary to make a change. When the Employer receives a form changing the Beneficiary, the change will take effect as of the date it is approved by the Chevron Human Resources Service Center.

A change of Beneficiary will not apply to any payment made by us prior to the date the form was received by the Employer.

Your choice of a Beneficiary for a personal policy issued under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE will be effective for This Plan.

B. More Than One Beneficiary

If, when you die, more than one person is your Beneficiary, they will share in the benefits equally, unless you have chosen otherwise.

C. Death of a Beneficiary

A person's rights as a Beneficiary end if:

- 1. that person dies before your death occurs; or
- 2. that person dies at the same time your death occurs; or
- **3.** that person dies within 24 hours of your death.

The share for that person will be divided among the surviving persons you have named as Beneficiary, unless you have chosen otherwise.

D. No Beneficiary at Your Death

If there is no Beneficiary at your death for any amount of benefits payable because of your death, that amount will be paid to one or more of the following persons who are related to you and who survive you:

- **1.** spouse; **4.** brother and sister;
- **2.** child; **5.** estate.
- 3. parent;

Any payment will discharge our liability for the amount so paid.

Form G.23000-G

RIGHT TO CONTINUE LIFE BENEFITS ON YOUR LIFE

A. When the Right to Continue Life Benefits Is Available

The right to continue Life Benefits will be available if you are Fully Disabled on the date when your Life Benefits would have ended because your employment ended.

B. What Must Be Done to Continue Life Benefits

In order to continue Life Benefits, you must, within 31 days of the date you receive notice of this right:

- 1. make a written request to us to continue the Life Benefits; and
- 2. make any payment which is required for the cost of the continued Life Benefits.

The notice and the request form will be furnished by the Employer.

If the conditions set forth in this Section B are complied with, the Life Benefits will continue to be in effect until the earliest of the dates set forth in Section C.

C. When Life Benefits End

Your Life Benefits will end on the earliest of:

- 1. 6 months after the date your Life Benefits would otherwise have ended; or
- 2. the date This Plan ends; or
- 3. the date This Plan is changed to end Life Benefits for your class; or
- 4. if a payment which is required by the Employer for the cost of your Life Benefits is not made, the last day of the period for which a required payment was made; or
- 5. the date the Employer fails to pay the required premium to us for your Life Benefits.

D. When the Right to Obtain a Personal Policy Is Available

You may have the right to obtain a personal policy from us if your Life Benefits end as set forth in Section C.

The conditions under which a personal policy may be obtained are set forth in RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

Form G.23000-Leg-7-4

WHEN BENEFITS END

A. All of your benefits will end on the date you are no longer an eligible Employee.

B. If This Plan ends in whole or in part, your benefits which are affected will end.

The end of any type of benefits on account of a Covered Person will not affect a claim which is incurred before those benefits ended.

Form G.23000-F

NOTICES

This certificate is of value to you. It should be kept in a safe place. Your Beneficiary should know where the certificate is kept.

As soon as your benefits end, you should consult your Employer to find out what rights, if any, you may have to continue your protection.

Our Home Office is located at 200 Park Avenue, New York, New York 10166.

Form G.23000-E

THIS IS THE END OF THE CERTIFICATE. THE FOLLOWING IS ADDITIONAL INFORMATION.

ERISA INFORMATION

NAME OF THE PLAN AND PLAN NUMBER ("Plan")

Chevron Corporation Basic Life Insurance Plan (Plan Number 525)

NAME AND ADDRESS OF EMPLOYER

Chevron Corporation 6001 Bollinger Canyon Road San Ramon, California 94583

EMPLOYER IDENTIFICATION NUMBER

94-0890210

TYPE OF PLAN

Employee Welfare Plan including:

Life Benefits

TYPE OF ADMINISTRATION

The above listed benefits are insured by Metropolitan Life Insurance Company, ("MetLife").

PLAN ADMINISTRATOR NAME AND BUSINESS ADDRESS

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

AGENT FOR SERVICE OF LEGAL PROCESS

For disputes arising under the Plan, service of legal process may be made upon the Plan Administrator at:

Service of Process Corporate Governance Department, Chevron Corporation 6001 Bollinger Canyon Road, Building T – Third Floor San Ramon, California 94583

For disputes arising under those portions of the Plan insured by MetLife, service of legal process may be made upon MetLife at one of its local offices, or upon the supervisory official of the Insurance Department in the state in which you reside.

ELIGIBILITY FOR INSURANCE; DESCRIPTION OR SUMMARY OF BENEFITS

Your MetLife certificate describes the eligibility requirements for insurance under the Plan. It also includes a detailed description of insurance provided by MetLife under the Plan.

PLAN TERMINATION OR CHANGES

The group policy sets forth those situations in which the Employer and/or MetLife have the right to end the policy.

The Employer reserves the right to change or terminate the Plan at any time. Therefore, there is no guarantee that you will be eligible for the benefits described herein for the duration of your employment.

Your consent or the consent of your beneficiary is not required to terminate, modify, amend, or change the Plan.

In the event your coverage ends in accord with the "When Benefits End" provision of your certificate, you may still be eligible to receive benefits. The circumstances under which benefits are available are described in your MetLife certificate.

CONTRIBUTIONS

No contribution is required for Life Benefits.

The total premium rate for insurance provided under the Plan by MetLife is set by MetLife.

PLAN YEAR

The Plan's fiscal records are kept on a Plan year basis beginning each January 1 and ending on the following December 31.

QUALIFIED DOMESTIC RELATIONS ORDERS / QUALIFIED MEDICAL CHILD SUPPORT ORDERS

You and your beneficiaries can obtain, without charge, from the Plan Administrator a copy of any procedures governing Qualified Domestic Relations Orders (QDRO) and Qualified Medical Child Support Orders (QMCSO).

CLAIMS INFORMATION

Procedures for Presenting Claims for Life Benefits

All claim forms needed to file for benefits under the group insurance program can be obtained from the Plan Administrator who will also be ready to answer questions about the insurance benefits and to assist you or, if applicable, your beneficiary in filing claims.

Life Benefits Claims

Routine Questions

If there is any question about a claim payment, an explanation may be requested from the Plan Administrator who is usually able to provide the necessary information.

Claim Submission

In submitting claims for Life benefits ("Benefits"), the claimant must complete the appropriate claim form and submit the required proof as described in the certificate.

Claim forms must be submitted in accordance with the instructions on the claim form.

Initial Determination

After MetLife receives your claim for Benefits, MetLife will review your claim and notify you of its decision to approve or deny your claim.

Such notification will be provided to you within a reasonable period, not to exceed 90 days from the date we received your claim, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 90 additional days.

If MetLife denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. The notification will also include

a description of the Plan review procedures and time limits, including a statement of your right to bring a civil action under Section 502(a) of ERISA if your claim is denied after an appeal.

Appealing the Initial Determination

In the event a claim has been denied in whole or in part, you or, if applicable, your beneficiary can request a review of your claim by MetLife. This request for review should be sent in writing to Group Insurance Claims Review at the address of MetLife's office which processed the claim within 60 days after you or, if applicable, your beneficiary received notice of denial of the claim. When requesting a review, please state the reason you or, if applicable, your beneficiary believe the claim was improperly denied and submit in writing any written comments, documents, records or other information you or, if applicable, your beneficiary deem appropriate. Upon your written request, MetLife will provide you free of charge with copies of relevant documents, records and other information.

MetLife will re-evaluate all the information, will conduct a full and fair review of the claim, and you or, if applicable, your beneficiary will be notified of the decision. Such notification will be provided within a reasonable period not to exceed 60 days from the date we received your request for review, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 60 additional days.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied, references any specific Plan provision(s) on which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of your right to bring a civil action under Section 502(a) of ERISA if your claim is denied after an appeal. Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

Discretionary Authority of Plan Administrator and Other Plan Fiduciaries

In carrying out their respective responsibilities under the Plan, the Plan Administrator and other Plan fiduciaries shall have discretionary authority to interpret the terms of the Plan and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

STATEMENT OF ERISA RIGHTS

The following statement is required by federal law and regulation.

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents governing the Plan, including insurance contracts and a copy of 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.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

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

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 copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court.

The court will decide who should pay court costs and legal fees. If you are 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 your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, 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 may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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FUTURE OF THE PLAN

Although Chevron Corporation expects to continue the Plan indefinitely, inasmuch as future conditions cannot be foreseen, Chevron Corporation reserves the right to amend or terminate the Plan at any time, by action of its board of directors or by action of a committee or individual(s) acting pursuant to a valid delegation of authority of the board of directors.