

# Business Travel Accident Plan

## Contents

|  |     |
|--|-----|
| Your Business Travel Accident Plan ..... | M-1 |
| How the Plan Works .....                 | M-1 |
| Plan Benefits.....                       | M-2 |
| When Benefits Are Not Paid .....         | M-5 |
| Who Receives Benefits.....               | M-5 |
| How to File a Claim.....                 | M-6 |

# Your Business Travel Accident Plan

The Business Travel Accident Plan provides benefits if an eligible employee is seriously injured or dies in an accident while traveling on business for Chevron Phillips Chemical Company LP (Chevron Phillips Chemical or the Company). Chevron Phillips Chemical pays the full cost of your coverage under this plan. Family members traveling with you are not covered.

You are automatically enrolled in business travel accident insurance coverage. For information on eligibility, see page A-1 of the **How to Participate** chapter.

## How the Plan Works

Business travel accident insurance applies if you are seriously injured or die in an accident while traveling on Chevron Phillips Chemical business anywhere in the world. Your coverage begins when you leave your home or office — whichever you leave last — for a planned business trip and remains in effect until you return to your home or office — whichever place you arrive first. Coverage is not in effect during day-to-day commuting between your home and regular place(s) of work, or while you are on a bona fide leave of absence or vacation.

You are traveling on Chevron Phillips Chemical business when you are on assignment by or at the direction of Chevron Phillips Chemical for the purpose of furthering business for Chevron Phillips Chemical.

Your regular commuting to and from work, including traveling to and from one plant location to another or while at a location, is not covered unless a trip is not part of your normal route and is at the Company's request.

You are covered if you make a personal deviation on a business trip and suffer an accidental covered injury. It must take place while on a business trip for Chevron Phillips Chemical. A personal deviation means:

- Any travel or activity not reasonably related to Chevron Phillips Chemical business, and
- Not incidental to the business trip, and
- Not longer than seven days, and
- Not done during vacation time or leave of absence.

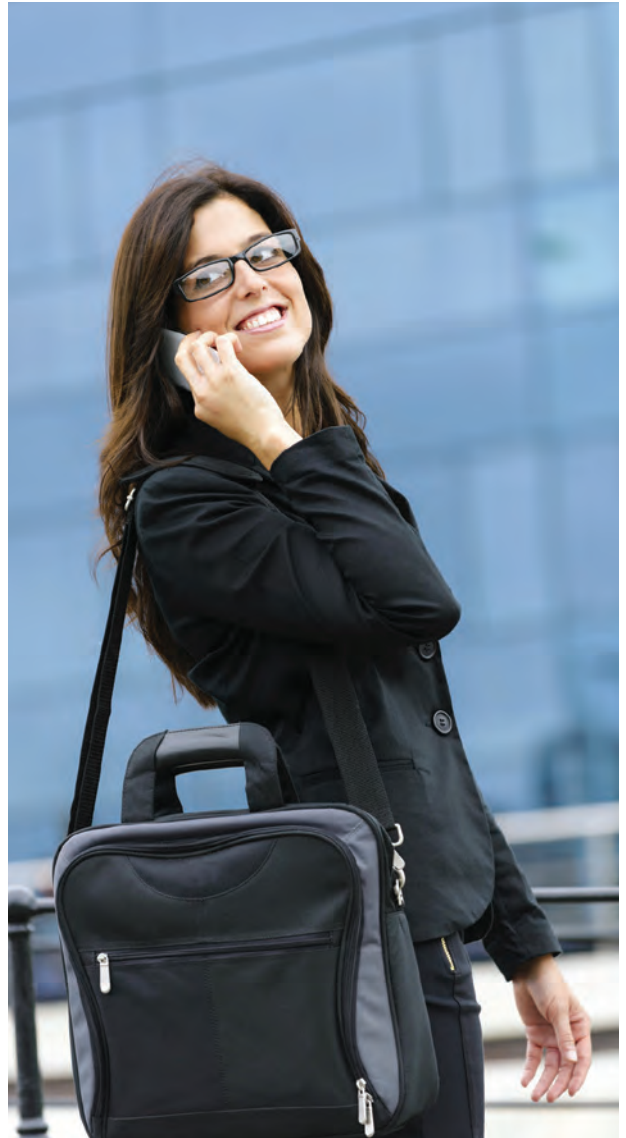
The trip must be more than 100 miles from your primary home or office.

## Plan Benefits

The amount of your coverage, or **principal sum**, is equal to your regular annual base pay, rounded to the next higher \$1,000, up to a maximum of \$500,000.

The combined total coverage, or **maximum aggregate benefit**, payable to all beneficiaries for a single covered accident (or series or combination of accidents arising out of one or more associated events) is \$2,500,000. If two or more covered individuals are injured in the same business travel accident and suffer a loss or die as a direct result of the accident, benefits payable to each person may be proportionately reduced so that total benefits paid for all losses from the accident do not exceed the maximum aggregate benefit.

You or your beneficiary will receive benefits for resulting losses within 12 months of a covered accident. Your death from unavoidable exposure to the elements is considered an accidental death if the exposure was a direct result of the accident. Also, if you have disappeared for greater than one year as a result of the accidental disappearance, wrecking or sinking of the conveyance in which you were riding and there is no contradictory evidence, your disappearance will be considered an accidental death.



### BASE PAY

Base pay for purposes of the Chevron Phillips Chemical health and welfare plans is defined as total regular base pay. Regular base pay includes regularly scheduled overtime for employees who normally are scheduled to work more than 40 hours per week. All other types of pay that are not considered to be part of regular base pay or regularly scheduled overtime are not eligible earnings under the health and welfare plans.

If your pay increases during the calendar year, the amount of your business travel accident coverage will increase accordingly.

## Covered Losses

The benefit amount paid by the plan is based on the extent of your covered loss. If you suffer more than one covered loss as the result of the same accident, the plan pays for each loss, up to a maximum of the full amount. Additional benefits will not be taken into account when determining the maximum amount payable if the amount exceeds the full amount.

| Covered Loss:   | The Plan Pays This % of Your Full Amount:                                     |
|---|---|
| Loss of life  | 100%  |
| Loss of any combination of hand, foot or sight of one eye | 100%  |
| Loss of speech and hearing                                | 100%  |
| Paralysis of both arms and both legs                      | 100%  |
| Brain damage  | 100%  |
| Loss of one arm or one leg                                | 75%   |
| Loss of one hand or one foot                              | 50%   |
| Loss of sight in one eye                                  | 50%   |
| Loss of speech or hearing                                 | 50%   |
| Paralysis of both legs                                    | 50%   |
| Paralysis of arm and leg on the same side of the body     | 50%   |
| Paralysis of one arm or one leg                           | 25%   |
| Loss of thumb and index finger of same hand               | 25%   |
| Coma  | 2% monthly, beginning on the fifth day of the Coma, to a maximum of 50 months |
| Third degree burns  | % of benefit is equal to % of body surface suffering third degree burns       |



The covered losses are defined as follows:

- **Loss of hand** means permanently severed at or above the wrist but below the elbow.
- **Loss of foot** means permanently severed at or above the ankle but below the knee.
- **Loss of arm** means permanently severed at or above the elbow.
- **Loss of leg** means permanently severed at or above the knee.
- **Loss of sight** means permanent and unrecoverable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.
- **Loss of thumb and index finger of same hand** means that the thumb and the index finger are permanently severed through or above the third joint from the tip of the index finger and second joint from the tip of the thumb.
- **Loss of speech** means the entire and irrecoverable loss of speech that continues for 12 consecutive months following the accidental injury.
- **Loss of hearing** means the entire and irrecoverable loss of hearing in both ears that continues for 12 consecutive months following the accidental injury.
- **Paralysis** means the loss of use of a limb, without severance. A physician must determine the paralysis to be permanent, complete and irreversible.
- **Brain damage** means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least five days, and persist for 12 consecutive months after the accidental injury.
- **Coma** means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such a state must begin within 30 days of the accidental injury and continue for five consecutive days.

Benefits are paid in one lump sum unless you elect an installment method that was agreed to by MetLife. If you die after a benefit of less than 100% of your principal sum has been paid, the remaining unpaid benefit is paid in one lump sum to your beneficiary. The total amount paid for all benefits will not exceed the principal sum.

## Seat Belt Benefit

This benefit pays an additional benefit equal to 10% of your full amount or \$25,000 (whichever is less), if you die while on Company business as a result of a motor vehicle accident while either operating or riding as a passenger in a private passenger motor vehicle designed for use primarily on public roads, and at the time you were wearing a properly fastened seat belt. The minimum benefit payable is \$1,000.

The Seat Belt Benefit will not be paid for loss of life caused by, contributed to, or resulting from a motor vehicle accident in which the operator of the vehicle is intoxicated or under the influence of drugs or narcotics, unless prescribed by a physician for a medical condition other than drug addiction.

## Air Bag Benefit

This benefit pays an additional benefit equal to 5% of your full amount or \$10,000 (whichever is less), if you die while on Company business as a result of a motor vehicle accident while either operating or riding as a passenger in a private passenger motor vehicle, and at the time you were wearing a properly fastened seat belt and the air bag deployed. The minimum benefit payable is \$1,000.

***When the Air Bag Benefit and the Seat Belt Benefit both apply, the combined additional benefit will not exceed 15% of your coverage, to a combined maximum of \$35,000.***



## When Benefits Are Not Paid

Plan benefits are not paid if your loss is caused or contributed to by:

- Physical or mental illness or infirmity, or diagnosis of or treatment for the illness or infirmity,
  - An infection, other than infection occurring in an external accidental wound or from accidental food poisoning,
  - Suicide or attempted suicide,
  - Injuring oneself on purpose,
  - Participation in hazardous activities such as:
    - scuba diving\*,
    - bungee jumping,
    - skydiving,
    - hang gliding,
    - ballooning\*,
    - drag racing,
    - driving a car fitted for competitive racing,
    - aerial hunting, or
    - aerial skiing,
- \* Note: Benefits are paid if a loss is caused while scuba diving or ballooning during a personal deviation on a business trip.
- The use of any drug, medicine or sedative, unless taken or used as prescribed by a physician, or if an “over-the-counter” drug, medication or sedative, unless taken as directed, or alcohol in combination with any drug, medication or sedative,
  - War, whether declared or undeclared, or any act of war, insurrection, rebellion, riot, or a terrorist act in Iraq or Afghanistan (note: you can remove this exclusion on a per-trip basis by notifying the Chevron Phillips Chemical Benefits Department at least one week prior to your travel to a war-risk region),
  - Committing or trying to commit a felony,
  - Any poison, fumes or gas voluntarily taken, administered or absorbed,
  - Any nuclear reaction or release of nuclear energy. This includes radioactive, toxic, explosive or other hazardous or contaminating properties or radioactive matter,
  - The emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical or biological agent,
  - Service in the armed forces of any country or international authority, except the United States National Guard,

- Any incident related to travel in an aircraft:
  - as a pilot, crew member, flight student or while acting in any capacity other than as a passenger,
  - for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight, except for self preservation,
  - that does not have a valid Certificate of Airworthiness,
  - that is not flown by a pilot with a valid license to operate that aircraft,
  - which is owned, leased, controlled or chartered by the covered individual, or
  - used:
    - for testing or experimental purposes,
    - by or for any military authority,
    - for travel or designed for travel beyond the earth’s atmosphere,
    - for crop dusting, spraying or seeding,
    - for firefighting,
    - for sky diving,
    - for hang gliding,
    - for pipeline or power line inspection,
    - for sky writing,
    - for aerial photography or exploration,
    - for racing, endurance tests, stunt or acrobatic flying, or
    - for any use which requires a special permit from the Federal Aviation Administration, or
- Driving a vehicle or other device while intoxicated as defined by the laws of the jurisdiction in which the vehicle or device was being operated.

## Who Receives Benefits

If your accident results in a loss of life, benefits are paid to your beneficiary upon receipt of written proof of a loss. Your beneficiary is the person or persons you designate to receive the proceeds of your insurance on your death. When you enroll for benefits as a new employee or when you add or change your benefit elections, you name a beneficiary. For more information, see **Naming a Beneficiary** on page A-23.

For any other loss sustained by you, benefits will be paid to you.



## How to File a Claim

In the event of your accidental death or covered injury, the insurance company must receive written notice of the loss within 90 days — or as soon as reasonably possible — after the death or loss occurs. Notice can be given by calling the CPChem Benefits Service Center at 1-833-964-3575. You will be asked to provide information such as your name, address, employee identification number and/or Social Security number.

### Physical Exam and Autopsy

The insurance company has the right to have you examined as often as reasonably necessary by a physician of its choice while the claim is pending, at its own expense. An autopsy may be conducted at the insurance company's expense unless prohibited by law.

### Claim Assistance

For assistance with questions or problems concerning benefits under this plan, call MetLife at 1-800-638-6420. If additional information is needed, you may also contact MetLife at the address shown in the **General Information** chapter on page Q-29.

All decisions concerning the payment of claims under the plan are at the sole discretion of MetLife. If you disagree with the way your claim is handled, apply for a formal review. For more information, see the **Claims** section beginning on page Q-2.

### Your ERISA Rights

As a participant in a Chevron Phillips Chemical benefit plan, you have certain rights under the Employee Retirement Income Security Act of 1974 (ERISA). For information about your rights under ERISA and other important information, see **Your ERISA Rights** on page Q-16.

