

# Accidental Death and Personal Loss Insurance Plans

## Including Occupational Accidental Death and Personal Loss Insurance Plan

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## Your Plan Options

### Accidental Death and Personal Loss Insurance

The Accidental Death and Personal Loss (AD&PL) Plan pays benefits if you die or suffer accidental injuries as a result of a covered accident. Chevron Phillips Chemical Company LP (Chevron Phillips Chemical or the Company) offers eligible employees:

- Company-paid basic AD&PL insurance. You are automatically enrolled in basic AD&PL insurance coverage.
- The opportunity to buy additional amounts of AD&PL coverage for yourself and your eligible family members, if you wish. You must enroll if you want to elect supplemental AD&PL insurance coverage.

For information on eligibility and enrollment, see pages A-1 – A-7 of the **How to Participate** chapter.

### Occupational Accidental Death and Personal Loss Insurance

The Occupational Accidental Death and Personal Loss (OAD&PL) Plan pays benefits if you die or are in a Coma as a result of a covered accident while on the job. Chevron Phillips Chemical provides eligible employees with basic OAD&PL insurance. For information on eligibility, see page A-1 of the **How to Participate** chapter.

You are automatically enrolled in Company-paid basic OAD&PL insurance coverage. This coverage requires no Statement of Health.



**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, your basic AD&PL coverage will increase accordingly.

## How the Plans Work

**Basic AD&PL Insurance**

Company-paid basic AD&PL insurance provides coverage equal to your annual base pay — with a minimum benefit of \$10,000 and a maximum benefit of \$300,000. A benefit is paid to you in case of accidental injury and to your beneficiaries in the event of your accidental death. Your coverage amount is rounded up to the next \$1,000, if not already a multiple of \$1,000.

**OAD&PL Insurance**

This Company-paid coverage provides a lump-sum payment of \$500,000 to your beneficiary in the case of your accidental death while on the job.

This coverage also provides a benefit for Coma, which is 2% of the face value, or \$10,000 monthly, beginning on the 5th day of the Coma to a maximum of 50 months.

**Coma** means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for five consecutive days.



## Supplemental AD&PL Insurance

### For Yourself

You may elect employee supplemental AD&PL insurance for yourself in \$10,000 increments starting at \$50,000, up to a maximum of the lesser of 10 times your annual base pay (rounded up to the next \$10,000) or \$1,000,000.

### For Your Dependents

If you have supplemental AD&PL insurance for yourself, you also may cover your dependents. Coverage amounts depend on the make-up of your family, as shown in the following chart.

If You Are...	Dependent AD&PL Covers...	Coverage Amount (% of Employee Supplemental AD&PL Insurance)
Married with no children	Spouse only	65% up to \$650,000
Married with children	Spouse and children	55% for spouse up to \$550,000; 20% for each child up to \$200,000
Single with children	Children only	25% for each child up to \$250,000

If both you and your spouse work at Chevron Phillips Chemical, you may not have supplemental AD&PL coverage as an employee **and** as a dependent of your spouse. Your children can also only have supplemental AD&PL coverage under one employee.

## Plan Benefits

Benefits are payable for losses directly resulting from a covered accidental injury incurred within one year of an accident. Injury means bodily injury caused by an accident occurring while the plan is in force as it relates to the covered person whose injury is the basis of a claim and resulting directly and independently of all other causes in a covered loss.

### OAD&PL Benefit

This Company-paid coverage provides a one-time payment of \$500,000 to your beneficiary in the case of an accidental death while on the job.

This coverage also provides a benefit for Coma, which is 2% of the face value, or \$10,000 monthly, beginning on the 5th day of the Coma to a maximum of 50 months.

**Coma** means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for five consecutive days.

### Basic AD&PL Benefits

If, within one year from the date of an accident covered by this plan, an injury from the accident results in a loss listed in the chart on the following page, the basic AD&PL coverage pays the benefit shown in the chart. 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 AD&PL coverage amount. The additional benefits will not be taken into account when determining the maximum amount payable if the amount exceeds the full AD&PL coverage amount.





## Supplemental AD&PL Benefits

In addition to Company-provided basic AD&PL, you may elect supplemental AD&PL insurance coverage. In the event of a covered loss, you or your beneficiary receives the amount of supplemental AD&PL you elected plus any amount of basic AD&PL to which you are entitled.

The following chart shows the percentage of your full benefit amount you are eligible to receive.

Covered Loss:	The Plan Pays This Portion 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

A benefit equal to two times the child supplemental AD&PL benefit will be paid to each child if the covered loss is due to dismemberment, for all losses as a result of the same accident.



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 six consecutive months following the accidental injury.
- **Loss of hearing** means the entire and irrecoverable loss of hearing in both ears that continues for six 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 for loss of life are paid in one 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.

## Additional Benefits

The AD&PL Plan includes additional benefits that are briefly described below.

The following benefit is included at no cost as part of the basic Accidental Death and Personal Loss (AD&PL) Plan:

- **Travel Assistance Coverage** — The coverage provides comprehensive travel services to business and vacation travelers who are 100 miles or more away from home and whose travel has not exceeded 180 days, as listed below.
  - Medical Assistance:
    - Referrals to English-speaking doctors and/or hospitals, dentists and specialists,
    - Guaranteed hospital admission and/or advancement of funds when medical insurance cannot be validated,
    - Emergency evacuation service (including transport, equipment and necessary personnel) when medical facilities are not available locally,
    - A critical care team of doctors, nurses and medically trained personnel that will stay in regular communication with local attending physicians to monitor quality of care,
    - Medically supervised repatriation to a rehabilitation facility or your home when you are ready to be discharged from a hospital but still in need of medical assistance,
    - Prescription assistance,
    - Round-trip transportation for a designated family member or friend to join you if you are traveling alone and are hospitalized for more than seven days,
    - One-way transportation (with an attendant if necessary) for a minor child left unattended as a result of accident or illness, and
    - Return of mortal remains.
  - Personal Assistance:
    - Lost document and luggage assistance,
    - Emergency cash advance if wallet is lost or stolen, and
    - Emergency message transmission.
  - Legal Assistance:
    - Legal referrals to English-speaking attorneys and interpreters, and
    - Bail bond assistance.
  - Information Services:
    - Passport and visa,
    - Inoculation requirements and local customs,
    - Exchange rates, and
    - Weather and holiday information.

Certain limitations apply to travel assistance coverage:

- Your actual medical expenses are covered and paid according to the terms of your health insurance. The travel assistance plan covers the extra costs involved in the medical transportation and other travel assistance services detailed on page L-5 and administered by the travel assistance administrator.
- The maximum benefit per person for costs associated with evacuations, repatriation or the return of mortal remains is \$200,000 for each service.
- Non-medical services such as hotel, restaurant, taxi expenses or reimbursement for baggage loss while traveling are not covered.
- Coverage applies to participants in traveling status. If a trip exceeds 180 days, the participant is no longer considered in traveling status and coverage ceases.
- Evacuation or repatriation will not be provided without medical authorization; in cases of mild lesions or injuries such as sprains, simple fractures or mild sickness which can be treated by local doctors and do not prevent the person from continuing a trip or returning home; or for infections under treatment and not yet healed.
- Assistance is excluded when travel is undertaken for the specific purpose of obtaining medical treatment; in cases of injuries resulting from suicide, attempted suicide, participation in acts of war or insurrection, or commission of unlawful acts; in cases relating to use of drugs unless prescribed by a physician; and in cases involving mental or nervous disorders unless hospitalization is required.

These services are accessible worldwide, 24 hours a day, 365 days a year, by calling the AXA Travel Assistance Alarm Center at 1-800-454-3679 (within the U.S.) or collect at 1-312-935-3783 (outside the U.S.).

**Note:** Travel assistance coverage is provided by AXA Travel and could change at any time. Call AXA directly to review their current coverage options.

The following benefits apply to both the basic and supplemental Accidental Death and Personal Loss (AD&PL) Plans:

- **Seat Belt Benefit** — This benefit pays an additional benefit equal to 10% of the employee's or dependent's full amount or \$25,000 (whichever is less), if a covered person dies 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 was wearing a properly fastened seat belt (or child restraint if the person is a child). 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 the employee's or dependent's full amount or \$10,000 (whichever is less), if a covered person dies 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 was wearing a properly fastened seat belt and the air bag deployed.

***When the Air Bag Benefit and the Seat Belt Benefit both apply, the combined additional benefit will not exceed 15% of the covered person's coverage to a combined maximum of \$35,000. The additional benefits apply to both basic and supplemental AD&PL coverage.***

- **Exposure and Disappearance Benefit** — The plan will automatically pay 100% of the employee's or dependent's full amount for a covered loss resulting from unavoidable exposure to the elements as a result of a covered accident. Also, if you or your dependent have disappeared for greater than one year as a result of the accidental disappearance, wreckage or sinking of the conveyance in which you were traveling and there is no contradictory evidence, your disappearance will be considered an accidental death.
- **Common Carrier Benefit** — This benefit pays an **additional** benefit equal to 100% of the employee's or spouse's full amount of AD&PL coverage if the covered person dies as a result of an accident while traveling in a common carrier (a government-regulated entity that is in the business of transporting fare-paying passengers, such as an airline, rail line or bus line). If your covered dependent child dies as a result of an accident while traveling in a common carrier, the benefit pays an **additional** benefit equal to their full amount, but the total paid as the result of losses due to the same accident will not exceed twice the dependent child's full amount.

The following benefits apply to only the supplemental Accidental Death and Personal Loss (AD&PL) Plan:

- **Child Education Benefit** — This benefit pays an additional annual benefit equal to the actual tuition charges incurred, up to a maximum of \$20,000, for an eligible dependent child\* to attend an accredited college, university or vocational school above the 12th grade level for up to four consecutive academic years. There is an overall maximum for all four years of 10% of the employee's/spouse's coverage. The child must be enrolled as a full-time student above the 12th grade level on the date of the employee's/spouse's accidental death, or enroll as a full-time student within one year of the death, and remain enrolled.

This benefit is payable to the person who pays the tuition on behalf of the child.

If, at the time of the accident, there are no children who qualify, the plan will pay an additional benefit of \$1,000 to the designated beneficiary.

\* Dependent children include biological children, stepchildren, foster children, legally adopted children, children legally placed for adoption and/or children under permanent legal guardianship or permanent sole managing conservatorship.

- **Spouse Education Benefit** — This benefit pays an additional annual benefit equal to the actual tuition charges incurred, up to a maximum of \$5,000, for an eligible spouse\*\* to attend an accredited school for up to four consecutive academic years. There is an overall maximum for all four years of 5% of the employee's coverage. The spouse must be enrolled in an accredited school on the date of the employee's accidental death, or enroll within one year of the death, and remain enrolled.

This benefit is payable to the spouse.

If, at the time of the accident, there is no spouse who qualifies, the plan will pay an additional benefit of \$1,000 to the designated beneficiary.

\*\* Your legally married spouse in any jurisdiction, regardless of gender or state of residence.

- **Child Care Benefit** — This benefit pays an additional annual benefit equal to the actual child care center costs incurred, up to a maximum of \$7,500 per year, for an eligible dependent child under 12 years of age to attend a licensed child care center for up to four consecutive years. There is an overall maximum for all four years of 5% of the employee's/spouse's coverage. The child must have been enrolled in a licensed child care center at the time of the employee's/spouse's accidental death, or enroll within one year of the death, and remain enrolled.

This benefit is payable to the person who pays the child care costs on behalf of the child.

If, at the time of the accident, there are no children who qualify, the plan will pay an additional benefit of \$1,000 to the designated beneficiary.

- **COBRA Continuation Benefit** — This benefit pays an additional annual benefit equal to the actual premium costs for surviving family members to continue medical coverage under the Company's medical plan, up to \$3,000 per year, for the continuation of the surviving family members' group medical plan premiums for three years following the date of the employee's death. There is an overall maximum for all three years of 3% of the employee's coverage.

This benefit is payable to the spouse. If there is no spouse on the date of the employee's death, the benefit will be paid to the person who pays the premiums for the child(ren)'s COBRA continuation.

If, at the time of the accident, there is no dependent who qualifies, the plan will pay an additional benefit of \$1,000 to the designated beneficiary.

- **Common Disaster Benefit** — If an employee has elected family coverage under the supplemental AD&PL plan, and both the employee and his/her covered spouse die within 365 days of each other as a result of injury in the same accident, the spouse's coverage amount will be increased to equal the amount of the employee's coverage.
- **Hospital Confinement Benefit** — This benefit pays an additional monthly benefit, up to a maximum of 1% of the insured person's coverage or \$2,500 (whichever is less), if the person is confined in a hospital as a result of an accidental injury. Benefits will begin on the fifth day of continuous confinement and are subject to a maximum of 12 consecutive months and the benefit will be prorated for any partial month confinement. Benefits will only be paid for one period of continuous confinement for any accidental injury. That period will be the first period of confinement that qualifies for payment.

This benefit is payable to the employee.

- **Rehabilitation Benefit** — This benefit pays an additional annual benefit equal to the expenses incurred for rehabilitative training, up to a maximum of 10% of your or your dependent's full amount or \$10,000 (whichever is less), for an injury that results in any loss other than loss of life, within 90 days after a covered accident.

Expenses incurred means the actual cost of the rehabilitative training and any materials or equipment needed for the rehabilitative training incurred within two years of the date of the accident.

This benefit is payable to the employee.



## When Benefits Are Not Paid

No benefit is paid for any loss caused by or resulting from:

- 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,
- Suicide or attempted suicide,
- Injuring oneself on purpose,
- The voluntary intake 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,
- Committing or trying to commit a felony,
- Any poison gas or fumes voluntarily taken, administered or absorbed,
- 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, or
  - used for testing or experimental purposes, or by or for any military authority, or for travel or designed for travel beyond the earth’s atmosphere, 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 Plan Benefits

Benefits for loss of life are paid upon receipt of written proof of a loss to your beneficiary. 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, or for any loss sustained by a dependent, benefits will be paid to you.

## How to File a Claim

In the event of your or a covered dependent’s death or personal loss, MetLife must receive notice of the loss within 90 days — or as soon as reasonably possible — after the death or injury 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

MetLife has the right to have a physician or dentist of its choice examine any person for whom benefits are requested. This will be done at all reasonable times while a claim for benefits is pending or under review.

### Claim Assistance

For assistance with questions or problems concerning benefits under this plan, call MetLife at 1-800-638-6420. If additional assistance is needed, you also may 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.

