

**YOUR EMPLOYEE
BENEFIT PLAN**

CHEVRON CORPORATION

Basic Life, Supplemental Life and Dependent Life Benefits

Effective January 1, 2011

Chevron Corporation
6001 Bollinger Canyon Blvd.
San Ramon, CA 94583

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



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

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 10 who are residents of Texas:

"Revise the maximum life expectancy time period to 24 months in the sections **ACCELERATED BENEFITS (On Your Own Account)** and **ACCELERATED BENEFITS (On Account Of Your Dependent Spouse)**."

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



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 employees insured under Certificate 10:

1. Replace the definition of Domestic Partner with the following:

“**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; or
are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:

1. 18 years of age or older;
2. unmarried;
3. the sole domestic partner of the other and have been so for the immediately preceding 6 months;
4. sharing a primary residence with the other and have been so for the immediately preceding 6 months;
5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside; and
6. financially dependent on the other and responsible for the other’s common welfare, basic living expenses and financial obligations to third parties.

A Domestic Partner affidavit attesting to the existence of an insurable interest in one another’s lives must be completed and Signed by the Employee.”

2. Add the following to the definition of Dependent:

Wherever the term “step-child” appears in this certificate it shall be read to include the children of Your Domestic Partner.

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



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.”

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



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** 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.

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



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** 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.

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



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** 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.

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



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.

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



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.

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



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.



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

Certifies that, under and subject to the terms and conditions of the Group Policy issued to the Employer, 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 date when an Employee's Dependent Benefits become effective is set forth in the form with the title Effective Dates of Dependent Benefits.

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

C. Robert Henrikson
Chairman of the Board, President and Chief Executive Officer

Employer: **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 información o para someter una queja:

Usted puede llamar al numero de teléfono gratis de MetLife para información o para someter una queja al

1-800-638-5433

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, 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 propósito de información y no se convierte en parte o condición 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 STREET
LITTLE ROCK, ARKANSAS 72201-1904
(501) 371-2640 or (800) 852-5494**

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, AFTER 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.

Idaho 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. 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:

**IDAHO DEPARTMENT OF INSURANCE
CONSUMER AFFAIRS
700 WEST STATE STREET, 3RD FLOOR
PO BOX 83720
BOISE, IDAHO 83720-0043
1-800-721-3272 or www.DOI.Idaho.gov**

NOTICE FOR RESIDENTS OF MINNESOTA

RIGHT TO CONTINUE LIFE BENEFITS (On Your Own Account) AND LIFE BENEFITS (On Account of Dependents)

A. When the RIGHT TO CONTINUE LIFE BENEFITS (On Your Own Account) AND LIFE BENEFITS (On Account of Dependents) is available.

The right to continue these Benefits will be available to you when these Benefits would otherwise end because Active Work ends due to:

1. the voluntary or involuntary termination of your employment; or
2. your being Laid Off; or
3. your ceasing to be in an eligible class;

except that this right will not be available:

- a. if these Benefits end because This Plan ends; or
- b. if your Dependents were not covered for LIFE BENEFITS (On Account of Dependents) for at least 60 days.

"Laid Off" means that there is a reduction in hours to the point where you are no longer eligible for these Benefits under This Plan.

B. What Must Be Done to Continue LIFE BENEFITS (On Your Own Account) and LIFE BENEFITS (On Account of Dependents).

In order to continue these Benefits, you must:

1. make a request to the Employer to continue these Benefits; and
2. make any payment which is required for the cost of the continued Benefits.

For the first 18 months of continuation the amount of the premium you will be required to pay will not exceed the amount of premium required to be paid for active employees for such insurance (the amount that will be required includes any premium amounts previously paid by the employer as well as the employee). All premium payments must be made directly to us. You will be provided with payment instructions.

The request and the first payment must be made within 60 days after the later of:

- a. the date on which you received notice of the right to continue these Benefits; and
- b. the date on which these Benefits would otherwise have ended.

The notice will be sent to you by the Employer by first class certified mail to your last known address.

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

If you continue insurance under this section, any reductions in insurance or increases in premiums that would have applied if you were Actively at Work will apply to the continued insurance.

At the end of 18 months you may choose to continue the insurance under this section. If you choose to continue the insurance, we reserve the right to change premiums at that time, and may change premiums from time to time thereafter. All premium payments must be made directly to us. We will provide a schedule of the new premiums and payment instructions.

C. When LIFE BENEFITS (On Your Own Account) AND LIFE BENEFITS (On Account of Dependents) Ends.

If continued, these Benefits will end on the earliest of:

1. the date This Plan ends; or
2. the date you become covered as an employee for similar types of benefits under any other group plan or program; or
3. if you do not make a payment which is required by the for the cost of these Benefits, the last day of the period for which a required payment was made; or
4. in the case of a Dependent, the date that person ceases to be a Dependent, as defined.

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

When a continuation under this section ends (except if it is ending because you have become covered as an employee under this plan), the right to obtain a personal policy from us will be available if the LIFE BENEFITS (On Your Own Account) or the LIFE BENEFITS (On Account of Dependents) end as set forth in items (1), (2), (3), or (4) of Section C, above.

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 and RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE LIFE OF A DEPENDENT. The personal policy will be on a form issued by us which provides the same or substantially similar benefits as those provided by these Benefits. Any limitation dealing with the right to apply during the Application Period or the amount of the policy will not apply in the event item (1) of Section C above occurs.

IMPORTANT NOTICE

NOTICE FOR RESIDENTS OF MONTANA

If a claim on your life or your Dependent's 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.

NOTICE FOR RESIDENTS OF TEXAS

The Definition Of Child In The Definitions Section Of This Certificate Is Modified For The Coverages Listed Below:

For Texas Residents (Life Benefits):

The term also includes Your grandchildren. The age limit for children and grandchildren will not be less than 25, regardless of the child's or grandchild's student status or full-time employment status. In addition, grandchildren must be able to be claimed by you as a dependent for Federal Income Tax purposes at the time you applied for Insurance.

Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
 - o \$500,000 in death benefits
 - o \$200,000 in cash surrender or withdrawal values
- Health Insurance
 - o \$500,000 in hospital, medical and surgical insurance benefits
 - o \$500,000 in long-term care insurance benefits
 - o \$500,000 in disability income insurance benefits
 - o \$500,000 in other types of health insurance benefits
- Annuities
 - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.utlifega.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
60 East South Temple, Suite 500
Salt Lake City UT 84111
(801) 320-9955

Utah Insurance Department
3110 State Office Building
Salt Lake City UT 84114-6901
(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

IMPORTANT NOTICE

NOTICE FOR RESIDENTS OF THE STATE OF WASHINGTON

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.

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.

Wherever the term “step-child” appears in this certificate it shall be read to include the children of Your Domestic Partner.

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 Consumer 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 23218

1-877-310-6560 - toll-free
1-804-371-9691 - locally
www.scc.virginia.gov - web address
ombudsman@scc.virginia.gov - email

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.

<u>BENEFITS (EMPLOYEE ONLY)</u>	<u>AMOUNT</u>
BASIC LIFE	An amount equal to 2 times your basic annual earnings, as determined by your Employer rounded to the nearest even dollar amount
SUPPLEMENTAL LIFE	
All Employees who elect:	
Option 1	An amount equal to 1 times your basic annual earnings, as determined by your Employer, rounded to the next higher multiple of \$5,000
Option 2	An amount equal to 2 times your basic annual earnings, as determined by your Employer, rounded to the next higher multiple of \$5,000
Option 3	An amount equal to 3 times your basic annual earnings, as determined by your Employer, rounded to the next higher multiple of \$5,000
Option 4	An amount equal to 4 times your basic annual earnings, as determined by your Employer, rounded to the next higher multiple of \$5,000
Option 5	An amount equal to 5 times your basic annual earnings, as determined by your Employer, rounded to the next higher multiple of \$5,000
Option 6	An amount equal to 6 times your basic annual earnings, as determined by your Employer, rounded to the next higher multiple of \$5,000

Option 7.....	An amount equal to 7 times your basic annual earnings, as determined by your Employer, rounded to the next higher multiple of \$5,000
Option 8.....	An amount equal to 8 times your basic annual earnings, as determined by your Employer, rounded to the next higher multiple of \$5,000
Minimum Supplemental Life Benefit.....	The greater of 1.) an amount equal to 1 times your basic annual earnings, as determined by your Employer, rounded to the next higher multiple of \$5,000, or 2.) \$20,000
Combined Basic Life and Supplemental Life Maximum Benefit.....	\$10,000,000

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

You may request payment of an Accelerated Benefit from your Basic or Supplemental Life Benefits or from both. If you elect payment from both your Basic and Supplemental Life Benefits, the Accelerated Benefits payment will be determined in accordance with the pages hereof entitled ACCELERATED BENEFITS (On Your Own Account), but not more than \$500,000 will be payable for Basic Life and not more than \$500,000 for Supplemental Life.

For Active Employees: will preparation service

THE FOLLOWING APPLIES TO RESIDENTS OF ALL STATES OTHER THAN TEXAS

If you elect Supplemental Life Benefits a will preparation service (the "Service") will be made available to you, through a MetLife affiliate (the "Affiliate"), while your Supplemental Life Benefits 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 FOLLOWING APPLIES TO RESIDENTS OF TEXAS ONLY

If you elect Supplemental Life Benefits, 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 the Affiliate, while your Supplemental Life Benefits 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.

For Active Employees: probate benefit

THE FOLLOWING 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 date Your Group Supplemental Life Insurance coverage ends.

THE FOLLOWING APPLIES TO 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.

BENEFITS (DEPENDENTS ONLY)

AMOUNT

DEPENDENT LIFE

Spouse Increments of \$10,000, up to a maximum of \$250,000

Child:

Option 1\$10,000

Option 2..... \$20,000

See pages hereof entitled ACCELERATED BENEFITS (ON ACCOUNT OF YOUR DEPENDENT SPOUSE).

INCREASES AND DECREASES IN AMOUNTS OF BASIC AND SUPPLEMENTAL LIFE BENEFITS

Your earnings on the date you become covered under This Plan will determine your benefits on that date. Any increase or decrease in your benefits will take place on the first day of the calendar month following the date of change in your earnings.

PROVISIONS APPLICABLE TO REQUESTING SUPPLEMENTAL LIFE BENEFITS IN AN AMOUNT GREATER THAN THE LESSER OF 4 TIMES YOUR BASIC ANNUAL EARNINGS OR \$1,500,000 WHEN YOU ARE FIRST ELIGIBLE

1. You must, at your expense, give us evidence of your good health in order to become covered under This Plan for an amount of Supplemental Life Benefits greater than the lesser of 4 times your basic annual earnings or \$1,500,000 within 31 days of your Personal Benefits Eligibility Date.
2. If we accept the evidence of your good health as satisfactory, such amount of Supplemental Life Benefits will become effective on the first day of the calendar month following the date we accept the evidence of your good health, provided you are Actively at Work on that date. If you are not Actively at Work on that date, such amount of Supplemental Life Benefits will become effective on the date of your return to Active Work.
3. If you do not give us evidence of your good health, or if such evidence of good health is not accepted by us as satisfactory, the amount of your Supplemental Life Benefits will not be more than the lesser of 4 times your basic annual earnings or \$1,500,000.

PROVISIONS APPLICABLE TO REQUESTING DEPENDENT LIFE BENEFITS ON YOUR DEPENDENT SPOUSE IN EXCESS OF \$30,000 WHEN YOU ARE FIRST ELIGIBLE

1. You must, at your expense, give us evidence of the good health of your Dependent Spouse in order for your Dependent Spouse to become covered under This Plan for an amount of Dependent Life Benefits greater than \$30,000 within 31 days of your Dependent Benefits Eligibility Date.
2. Such amount of Dependent Life Benefits will become effective for your Dependent Spouse on the first day of the calendar month following the date the evidence of the good health of your Dependent Spouse is accepted by us as satisfactory, provided you are Actively at Work on that date. If you are not Actively at Work on that date, such amount of Dependent Life Benefits will become effective on the date of your return to Active Work.

If you do not give us evidence of the good health of your Dependent Spouse, or if such evidence of good health is not accepted by us as satisfactory, the amount of such Dependent Life Benefits will not be more than \$30,000

WHEN YOU RETIRE

BASIC LIFE BENEFITS

1. Applicable to active former Chevron Employees:

If you have 20 or more years of health and welfare eligibility service as an Employee of the Employer or 65 points as of June 30, 2002 and retire with 25 years of health and welfare eligibility service as an Employee of the Employer or 75 points when you retire and you retire prior to July 1, 2007, the amount of your Basic Life Benefits will be equal to your basic annual earnings in effect on the day prior to the date of your retirement.

2. **Applicable to all Employees who retired prior to July 1, 2002:**

The amount of your benefits will continue to be the amount in effect with your prior Employer.

3. **Applicable to Employees of Unocal, a subsidiary of the Employer, who 1.) retire on or after July 1, 2006, but prior to January 1, 2008, and 2.) are at least 55 years of age and have at least 10 years of health and welfare eligibility service prior to the date of retirement** the amount of Your Basic Life Insurance will be \$5,000.

4. **Applicable to all Employees who retire on and after July 1, 2002:**

No benefits are provided under This Plan on or after the day you retire, except as noted in item numbers 1 and 3 of this section.

SUPPLEMENTAL LIFE BENEFITS..... An amount equal to the amount of Supplemental Life Benefits in effect on the day before the date of your retirement.

You may make a request to decrease or end Supplemental Life Benefits under This Plan on or after the day you retire. The decreased amount of benefits will become effective on the first day of the calendar month following the date of your request. Benefits may not be increased on or after the day you retire.

No other benefits are provided under This Plan on or after the day you retire.

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

If your Life Benefits are reduced due to attainment of 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:

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

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

"Actively at Work" or "Active Work" means that you are performing all of the material duties of your job with the Employer where these duties are normally carried out. If you were Actively at Work on your last scheduled working day, you will be deemed Actively at Work:

1. on a scheduled non-working day;
2. provided you are not disabled.

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

"Dependent" means your Spouse or your unmarried natural child except for:

1. a person who is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard;
2. a person who is covered under This Plan as an Employee;
3. a child who is less than 5 days of age, except coverage will begin on the date the child is released from the hospital, if earlier than 5 days;
4. a child who is 25 years of age or older.

If a Dependent child is a Covered Person on the day before that child has reached the applicable age limit, that child will continue to be a Dependent after the age limit as long as:

- a. that child is and remains unable to work in self-sustaining employment because of:
 - i. physical handicap; or
 - ii. mental retardation; and
- b. that child is and remains chiefly dependent upon you for support; and
- c. a child for whom benefits must be provided by court order, that we have been notified of (as set forth in a divorce decree); and
- d. you give us proof, when we ask for it, that the child is and remains so unable to work and dependent upon you since the age limit. We will not ask for proof more than once a year. The proof must be satisfactory to us; and
- e. you make any payment which is required by the Employer.

Subject to the same conditions which apply to a natural child, child also includes:

- a. a child who is legally adopted; and
- b. a stepchild who lives in your home; and

- c. a child for whom benefits must be provided by court order, that we have been notified of (as set forth in a divorce decree); and
- d. a grandchild who resides with you and receives 50% or more of their support from you; and
- e. a child for whom you are the legally appointed guardian who resides with you and receives 50% or more of their support from you; and
- f. a blood relative child who resides with you and receives 50% or more of their support from you; and
- g. any other child who is supported solely by you and permanently living in the home of which you are the head.

No person may be covered as a Dependent of more than one Employee.

"Dependent Benefits" mean the benefits which are provided on account of a Dependent 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.

"Domestic Partner" means each of two people in a Domestic Partnership. A 'Domestic Partnership' is formed by two people, one whom is an Employee of the Employer:

1. who are each eighteen years of age or older, neither of whom:
 - a. is married; nor
 - b. is related by blood in a manner that would bar their marriage in their place of residence; nor
 - c. has had another Domestic Partner within the prior 6 months; and
2. who have submitted to the Employer:
 - a. an enrollment form completed by the Employee, requesting coverage for the other person as a Domestic Partner; and
 - b. an affidavit which indicates an exclusive mutual commitment:
 - i. to share the responsibility for each other's welfare and financial obligations;
 - ii. which has existed for at least 6 months prior to the date of application for benefits under This Plan on account of the Domestic Partner;
 - iii. which is expected to last indefinitely; and
 - c. proof of maintenance of the same residence for at least 6 months prior to the date of application for benefits under This Plan on account of the Domestic Partner.

The Employer will review the affidavit and proof and determine if the request to cover the person as a Domestic Partner is acceptable.

The Employer will inform the Employee of its decision.

"Employee" means a person who is employed and paid for services on the U.S. payroll by the Employer and is eligible for benefits, as determined by the Employer.

"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.

"Qualifying Events" means a change in your family, employment or group coverage status which would affect your Benefits under This Plan due to one or more of the following:

1. marriage, formation of a Domestic Partnership or marriage to your Domestic Partner;
2. birth, adoption or placement for adoption of a dependent child;
3. divorce or dissolution of a Domestic Partnership;
4. your dependent Spouse losing group coverage outside of This Plan;
5. your taking an approved leave of absence, as determined by the Employer (applicable to Supplemental Life only);
6. your change of work schedule from part-time to full-time, as determined by the Employer (applicable to Dependent Life only).

"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.

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

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

"You" and **"your"** mean the Employee who is a Covered Person for Personal Benefits. They do not include a Dependent of the Employee.

Form G.23000-A

ELIGIBILITY FOR BENEFITS

Personal Benefits Eligibility Date

If You are an Employee on January 1, 2011, that is your Personal Benefits Eligibility Date.

If You become an Employee after January 1, 2011, your Personal Benefits Eligibility Date is the date You become an Employee of the Employer.

Dependent Benefits Eligibility Date

Your Dependent Benefits Eligibility Date is the later of your Personal Benefits Eligibility Date and the date you first acquire a Dependent.

Form G.23000-C

EFFECTIVE DATES OF PERSONAL BENEFITS

This Plan provides one or more Non-Contributory Benefit(s) and one or more Contributory Benefit(s). The applicable provisions set forth below will be applied to each benefit.

APPLICABLE TO NON-CONTRIBUTORY BENEFITS

Basic Life

Your Personal Benefits will become effective on your Personal Benefits Eligibility Date provided You are then Actively at Work as an Employee. If You are not then Actively at Work as an Employee, your Personal Benefits will become effective on the date of your return to Active Work as an Employee.

APPLICABLE TO CONTRIBUTORY BENEFITS

Supplemental Life

A. Making a Request for Benefits

1. In order to become covered for Personal Benefits under This Plan, You must make a written request to the Employer on the enrollment form furnished by the Employer.

In general, You can make choices for coverage for Personal Benefits:

- a. when You are first eligible for Personal Benefits; and
- b. when You have a Qualifying Event and want to make a change in your coverage for Personal Benefits to be more consistent with your new family status; and
- c. during the annual enrollment period as designated by the Employer and reported to you; and
- d. at any other time.

Requests to be covered for Personal Benefits, or requests for changes in Personal Benefits if You are already covered, may be made:

- a. during the thirty-one day period following your Personal Benefits Eligibility Date; or

- b. within thirty-one days of a Qualifying Event, provided that the change in coverage is consistent with your new family status; or
 - c. during the first and any subsequent annual enrollment period, as designated by the Employer and reported to you, following your Personal Benefits Eligibility Date; or
 - d. at any other time.
- 2. If You make a request to be covered for Personal Benefits within thirty-one days of your Personal Benefits Eligibility Date, your Personal Benefits will become effective on your Personal Benefits Eligibility Date provided You are then Actively at Work as an Employee.

However, if the amount of Personal Benefits is more than 4 times your basic annual earnings or \$1,500,000, then You must give us evidence of your good health, in accordance with the provisions of the form entitled SCHEDULE OF BENEFITS.

- 3. Subject to the provisions below, if You make a request to be covered for Personal Benefits or a request for change(s) in Personal Benefits within thirty-one days of a Qualifying Event, your Personal Benefits or the change(s) in Personal Benefits will become effective on the first day of the calendar month following the date of the Qualifying Event, provided that the change in coverage is consistent with your new family status.
- 4. Subject to the provisions below, if You make a request to change your Personal Benefits during an annual enrollment period, the change in your Personal Benefits will become effective on the first day of the calendar year following the annual enrollment period.
- 5. Subject to the provisions below, if You make a request to change your Personal Benefits at any other time, the change in your Personal Benefits will become effective on the first day of the calendar month following the date of your request.
- 6. If You make a request to be covered for Personal Benefits, other than within 31 days of a Qualifying Event, and after:
 - a. your Personal Benefits Eligibility Date; or
 - b. electing no coverage at your initial eligibility date;

evidence of your good health must be given to us.

- 7. If You make a request, within thirty-one days of a Qualifying Event other than due to your Dependent Spouse losing group coverage outside of This Plan:
 - a. to become covered for the lowest option of the plan after electing no coverage at your initial eligibility date; or
 - b. to increase your Personal Benefits to an option of the Plan providing the next higher level of benefits;

evidence of your good health is not required.

However, if the increased amount of Personal Benefits is more than \$1,500,000, You must give us evidence of your good health.

8. If You make a request, within thirty-one days of a Qualifying Event other than due to your Dependent Spouse losing group coverage outside of This Plan, to increase your Personal Benefits to an option of the Plan providing more than the next higher level of benefits, You must give us evidence of your good health.
9. If You make a request, within thirty-one days of a Qualifying Event due to your Dependent Spouse losing group coverage outside of This Plan, to become covered for any plan option up to the lesser of :
 - a. 4 times your basic annual earnings; or
 - b. \$1,500,000;evidence of your good health is not required.

If the requested amount of Personal Benefits is more than the lesser of 4 times your basic annual earnings or \$1,500,000, You must give us evidence of your good health.
10. If You are already covered for Personal Benefits and make a request, other than within thirty-one days of a Qualifying Event, to increase your Supplemental Life Benefits, You must give us evidence of your good health.
11. If your Supplemental Life Benefits increase beyond \$1,500,000 solely due to an increase in your earnings after the effective date of your Personal Benefits, evidence of your good health is not required. However, if the amount of your Personal Benefits in effect was previously capped at \$1,500,000 because You did not submit evidence of your good health or such evidence was not accepted by us as satisfactory according to the provisions under the below section B. Evidence of Good Health, the amount of your Personal Benefits will not increase due to an increase in your earnings.

B. Evidence of Good Health

The evidence of good health is to be given at your expense. Your Personal Benefits will become effective on the first day of the calendar month following the date such evidence of good health is accepted by us as satisfactory.

If You do not give us evidence of your good health or if the evidence of your good health is not accepted by us as satisfactory, such amount of new or increased Personal Benefits subject to evidence of your good health:

- a. when requesting benefits within thirty-one days of a Qualifying Event due to your Dependent Spouse losing group coverage outside of This Plan, will not exceed the lesser of 4 times your basic annual earnings or \$1,500,000; or
- b. when requesting benefits within thirty-one days of any other Qualifying Event, will not exceed an option of the Plan providing the next higher level of benefits, if the next higher option of the Plan is less than \$1,500,000; or
- c. when requesting benefits within thirty-one days of any other Qualifying Event, will not exceed \$1,500,000, if the next higher option of the Plan is in excess of \$1,500,000; or
- d. will not become effective, in all other cases.

C. Active Work Requirement

You must be Actively at Work in order for your Personal Benefits to become effective. If You are not Actively at Work on the date when your Personal Benefits would otherwise become effective, your Personal Benefits will become effective on the first day after You return to Active Work.

D. Reinstatement of Benefits

If your Personal Benefits end because You do not make a required contribution to their cost, You may make a request to reinstate them, subject to the foregoing provisions.

Form G.23000-D1

EFFECTIVE DATES OF DEPENDENT BENEFITS

A. Making a Request for Benefits

1. In order to become covered for Dependent Benefits under This Plan, You must make a written request to the Employer on the enrollment form furnished by the Employer.

Requests to be covered for Dependent Benefits or to request changes in Dependent Benefits if eligible Dependents are already covered may be made:

- a. during the thirty-one day period following your Dependent Benefits Eligibility Date; or
 - b. within thirty-one days of a Qualifying Event, provided that the change in coverage is consistent with your new family status; or
 - c. during the first and any subsequent annual enrollment period, as designated by the Employer and reported to you, following your Dependent Benefits Eligibility Date; or
 - d. at any other time.
2. If You make a request to be covered for Dependent Benefits within thirty-one days of your Dependent Benefits Eligibility Date, your Dependent Benefits will become effective on the later of:
 - a. your Dependent Benefits Eligibility Date, and
 - b. Your Personal Benefits Eligibility Date provided You are then Actively at Work as an Employee.

However, if the amount of Dependent Benefits on account of your Dependent Spouse is greater than \$30,000, You must give us evidence of the good health of your Dependent Spouse in accordance with the provisions of the form entitled SCHEDULE OF BENEFITS.

3. Subject to the provisions below, if You make a request to be covered for Dependent Benefits or a request for change(s) in Dependent Benefits within thirty-one days of a Qualifying Event, your Dependent Benefits or the change(s) in the Dependent Benefits will become effective on the later of:
 - a. the first day of the calendar month following the date of the Qualifying Event; and
 - b. the first day of the calendar month following the effective date of your Personal Benefits;provided that the change in coverage is consistent with your new family status.
4. Subject to the provisions below, if You make a request to change your Dependent Benefits during an annual enrollment period, the change in your Dependent Benefits will become effective on the first day of the calendar year following the annual enrollment period.
5. Subject to the provisions below, if You make a request to change your Dependent Benefits at any other time, the change in your Dependent Benefits will become effective on the first day of the calendar month following the date of your request.
6. If You make a request to be covered for Dependent Benefits on account of your Spouse, other than within 31 days of a Qualifying Event, and after:
 - a. Your Dependent Benefits Eligibility Date; or

- b. electing no coverage at the initial eligibility date;

evidence of the good health of your Dependent Spouse must be given to us.

7. If You make a request, within thirty-one days of a Qualifying Event other than due to marriage, formation of a Domestic Partnership or your Dependent Spouse's loss of group coverage outside of This Plan, for Dependent Benefits on account of your Dependent Spouse:
 - a. to become covered for the lowest option of the plan; or
 - b. to increase your Dependent Benefits to an option of the Plan providing the next higher level of benefits;

evidence of your Dependent Spouse's good health is not required. However, in the event of a Qualifying Event due to marriage to your Domestic Partner, if the next higher level of benefits is greater than \$30,000, You must give us evidence of the good health of your Dependent Spouse.

8. If You make a request, within thirty-one days of a Qualifying Event other than due to marriage, formation of a Domestic Partnership or your Dependent Spouse's loss of group coverage outside of This Plan, to increase your Dependent Life Benefits on account of your Dependent Spouse to an option of the Plan providing more than the next higher level of benefits, You must give us evidence of the good health of your Dependent Spouse.
9. If You make a request, within thirty-one days of a Qualifying Event due to marriage, formation of a Domestic Partnership or your Dependent Spouse's loss of group coverage outside of This Plan, for Dependent Benefits on account of your Dependent Spouse for any plan option up to \$30,000, evidence of your Dependent Spouse's good health is not required.

If the requested amount of Dependent Benefits is greater than \$30,000, You must give us evidence of the good health of your Dependent Spouse.

10. If You are already covered for Dependent Benefits and make a request, other than within thirty-one days of a Qualifying Event, to increase your Dependent Benefits on account of your Dependent Spouse, You must give us evidence of the good health of your Dependent Spouse.
11. If You make a request to be covered for Dependent Benefits on account of Dependent child(ren) or make a request to increase benefits on account of Dependent child(ren) at any time, evidence of your Dependent child(ren)'s health is not required.

B. Evidence of Good Health

The evidence of good health is to be given at your expense. Your Dependent Benefits on account of your Dependent Spouse will become effective on the first day of the calendar month following the date the evidence of the good health of your Dependent Spouse is accepted by us as satisfactory.

If the evidence of the good health of your Dependent Spouse is not accepted by us as satisfactory, such amount of Dependent Benefits subject to evidence of good health:

- a. will not exceed \$30,000 when requesting benefits within thirty-one days of a Qualifying Event due to your Dependent Spouse's loss of group coverage outside of This Plan; or
- b. will not exceed an option of the Plan providing the next higher level of benefits, when requesting benefits within thirty-one days of any other Qualifying Event; or
- c. will not become effective, in all other cases.

C. Reinstatement of Benefits

If your Dependent Benefits end because You do not make a required contribution to their cost, You may make a request to reinstate them, subject to the foregoing provisions.

D. New Dependents

If You are covered for Dependent Benefits and acquire a new Dependent, such event may be considered, subject to the provisions of the plan, as a Qualifying Event. The effective date of Dependent Benefits with respect to such person who becomes your Dependent would be determined in accordance with the foregoing provisions.

Form G.23000-D2

**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.

C. Suicide Provision (Applicable to Supplemental Life Benefits)

Supplemental Life Benefits will not be paid to the Beneficiary if You commit suicide, while sane or insane, within 2 years from the effective date of this certificate. Instead we will pay the Beneficiary an amount equal to any contributions paid, without interest.

If You commit suicide, while sane or insane, more than 2 years after the effective date of this certificate, but within 2 years from the effective date of any increase in the amount of your Supplemental Life Benefits, such increased amount will not be paid to the Beneficiary. Instead we will pay the Beneficiary:

1. an amount equal to all contributions paid for the increased amount, without interest; plus
2. an amount equal to the amount of Supplemental Life Benefits that was in effect on the day before the effective date of such increased amount.

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 or Death Benefits are in effect; and
2. You Meet the Requirements while You are covered for Life Benefits or Death Benefits; and
3. You or your legal representative requests payment of Accelerated Benefits while your Life Benefits or Death Benefits are in effect.

Accelerated Benefits are payable only once.

Payment of Accelerated Benefits will reduce your Life Benefits or Death 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 80% of your Life Benefits or Death 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 \$500,000 for Basic Life Benefits and \$500,000 for Supplemental Life Insurance.

If your Life Benefits or Death 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 or Death Benefits to have already been reduced on such certification date.

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

1. the amount of Life Benefits or Death 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 or Death 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 or Death Benefits actually in effect on the certification date.

After such scheduled reduction, the amount of your Life Benefits or Death Benefits will be the amount of your Life Benefits or Death 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. You Meet the Requirements as a result of attempted suicide or injuring yourself on purpose; or
3. the amount of your Life Benefits is less than \$10,000; or
4. your divorce is finalized and there is a Qualified Domestic Relations Order or divorce agreement that affects your Life Benefits.

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

**LIFE BENEFITS
(On Account of Dependents)**

A. Coverage

If a Dependent dies while Life Benefits are in effect for that Dependent, we will pay the amount of Life Benefits that is in effect for that Dependent on the date of that Dependent's death.

B. Payment of Benefits

The benefits will be paid to You if You survive the Dependent. The benefits will be paid to your estate if:

1. that Dependent dies at the same time your death occurs; or
2. that Dependent dies within 24 hours of your death.

In any other instance the benefits will be divided and paid in equal shares to each member of the first class in the order listed below in which there is a person who is related to that Dependent and who survives that Dependent:

- | | |
|--------------|------------------------|
| a. spouse; | c. parents; |
| b. children; | d. brother and sister. |

If there is no surviving relative in any class, the amount will be payable to the Dependent's estate.

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

C. Optional Types of Payment

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

Form G.23000-7C

ACCELERATED BENEFITS
(On Account Of Your Dependent Spouse)

A. Definitions

"Meets the Requirements" means:

1. your Dependent spouse's life span is drastically limited; and
2. your Dependent spouse is expected to die within 12 months; and
3. your Dependent spouse is 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 LIFE BENEFITS (On Account of Dependents) on account of your spouse are in effect; and
2. your Dependent spouse Meets the Requirements while You are covered for LIFE BENEFITS (On Account of Dependents) on account of your spouse; and
3. You request payment of Accelerated Benefits while LIFE BENEFITS (On Account of Dependents) on account of your spouse are in effect.

Accelerated Benefits are payable only once.

Payment of Accelerated Benefits will reduce the amount of LIFE BENEFITS (On Account of Dependents) on account of your spouse and the amount available for your Dependent spouse to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE LIFE OF A DEPENDENT.

C. Proof

Accelerated Benefits will be payable when we receive proof that your Dependent spouse Meets 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 your Dependent spouse examined by Doctors of our choice, at our expense.

D. Amount

The amount of Accelerated Benefits payable is:

1. up to 80% of the LIFE BENEFITS (On Account of Dependents) on account of your spouse shown in the SCHEDULE OF BENEFITS; and
2. determined as of the date we accept certification that your Dependent spouse Meets the Requirements; and
3. no more than \$200,000.

If the LIFE BENEFITS (On Account of Dependents) on account of your spouse 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 the LIFE BENEFITS (On Account of Dependents) on account of your spouse to have already been reduced on such certification date.

After payment of the Accelerated Benefits, the amount of the LIFE BENEFITS (On Account of Dependents) on account of your spouse will be:

1. the amount of LIFE BENEFITS (On Account of Dependents) on account of your spouse actually in effect on the certification date; less
2. the amount of Accelerated Benefits requested.

When the scheduled reduction date occurs, the amount of LIFE BENEFITS (On Account of Dependents) on account of your spouse 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 the LIFE BENEFITS (On Account of Dependents) on account of your spouse actually in effect on the certification date.

After such scheduled reduction, the amount of the LIFE BENEFITS (On Account of Dependents) on account of your spouse will be the amount of the LIFE BENEFITS (On Account of Dependents) on account of your spouse 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.

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 and the amount of Dependent Life Benefit remaining after payment of the Accelerated Benefit.

E. Exclusions

Accelerated Benefits will not be payable if:

1. your Dependent Spouse Meets the Requirements as a result of attempted suicide or injuring oneself on purpose; or
2. the amount of LIFE BENEFITS (On Account of Dependents) on account of your Spouse is less than \$10,000; or
3. your divorce is finalized and there is a Qualified Domestic Relations Order or divorce agreement that affects your Dependent Life Benefits.

Form G.23000-36A

RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE LIFE OF A DEPENDENT

A. Application

We will issue a personal policy of life insurance without disability or accidental death benefits to a Dependent if that Dependent applies for it in writing during the Application Period. The Application Period is the 31 day period after the date the Life Benefits on that Dependent end because:

1. your employment ends or You are no longer in a class which remains eligible for Dependent Life Benefits; or
2. This Plan ends, but only if the Life Benefits on that Dependent had been in effect under This Plan for at least 5 years; or
3. This Plan is changed to end the Dependent Life Benefits for your class, but only if the Life Benefits on that Dependent had been in effect under This Plan for at least 5 years; or
4. You die; or
5. the Dependent no longer qualifies as a Dependent as defined in DEFINITIONS OF CERTAIN TERMS USED HEREIN.

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

Proof that the Dependent is insurable is not required by us.

B. Conditions

The personal policy will be issued to the Dependent 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 the Dependent belongs; and
 - b. the Dependent's age on the effective date of the policy; and
 - c. the form and the amount of the policy; and
4. if item A(2) or A(3) applies to the Dependent, the amount of the policy will not be more than the lesser of:
 - a. the amount of Life Benefits on that Dependent on the date the Life Benefits end, less any amount of life insurance on the life of that Dependent for which You or the Dependent may be eligible under any group policy which takes effect within 31 days after the Life Benefits on that Dependent end; and
 - b. \$10,000; and
5. if an item in paragraph A, other than item A(2) or A(3), applies to the Dependent, the amount of the policy will not be more than the amount of Life Benefits on that Dependent on the date the Life Benefits end.

C. If the Dependent Dies During the Application Period

If the Dependent dies during the Application Period, we will pay a death benefit. The payment of the death benefit will be in the same manner as if the Life Benefits on that Dependent had been in effect on the date of that Dependent's death. 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 the Dependent did not apply for a personal policy.

Form G.23000-7A

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 You signed it. The change of Beneficiary will take effect even if You are not alive when it is received.

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 divided and paid in equal shares to each member of the first class in the order listed below in which there is a person who is related to You and who survives you:

1. Spouse;
2. child;
3. parent;
4. brother and sister.

If there is no surviving relative in any class, that amount will be payable to your estate.

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

Form G.23000-G

WHEN BENEFITS END

- A.** All of your benefits will end on the date your employment ends. Your employment ends when You cease Active Work as an Employee. However, for the purpose of benefits, the Employer may deem your employment to continue for certain absences. See CONDITIONS UNDER WHICH YOUR ACTIVE WORK IS DEEMED TO CONTINUE.
- B.** If This Plan ends in whole or in part, your benefits which are affected will end.
- C.** Your Dependent Life Benefits will end on the earliest of:
 1. the date that the Dependent ceases to be your Dependent; or
 2. the date You retire, as determined by the Employer; or
 3. the date of your death.

- D. If a Covered Person does not make a payment which is required by the Employer to the cost of any benefits, those benefits will end; they will end on the last day of the period for which a payment required by the Employer was made.

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

CONDITIONS UNDER WHICH YOUR ACTIVE WORK IS DEEMED TO CONTINUE

If You are not Actively at Work as an Employee because of a situation set forth below, the Employer may deem You to be in Active Work as an Employee only for the purpose of continuing your employment and only for the periods specified below in order that certain of your benefits under This Plan may be continued.

All such benefits will be subject to prior cessation as set forth in WHEN BENEFITS END.

In any case, the benefits will end on:

1. the date the Employer notifies us that your benefits are not to be continued; or
2. the end of the last period for which the Employer has paid premiums to us for your benefits.

Your Sickness or Injury, Your Leave of Absence, Your Lay Off

With respect to all Personal Benefits and all Dependent Benefits, the period determined in accordance with the Employer's general practice for an Employee in your job class.

However, in the event the leave qualifies under the Family and Medical Leave Act of 1993 (FMLA) or a similar state law, the period cannot be longer than the leave required by the law. If a leave qualifies under more than one such law, the period cannot be longer than the longest leave permitted under any of the laws.

During a Strike

All of your Personal Benefits and Dependent Benefits will end on the date a strike begins, and will become effective again on the day You return to Active Work. If You return to Active Work within 12 months from the date on which the strike begins, all of your Personal Benefits and Dependent Benefits will resume in accordance with the Employer's stated procedures for returning to Active Work following a strike. Evidence of good health will not be required for You or your Dependents. If You return to Active Work more than 12 months from the date on which the strike begins, You will be subject to all provisions applicable to newly hired Employees.

Form G.23000-L

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

Chevron Basic Life Insurance Plan, ("Plan").

NAME AND ADDRESS OF EMPLOYER AND PLAN ADMINISTRATOR

Chevron Corporation
6001 Bollinger Canyon Blvd.
San Ramon, CA 94583

EMPLOYER IDENTIFICATION NUMBER AND PLAN NUMBERS

525	Basic Life Insurance
503	Supplemental Accidental Death or Dismemberment Insurance

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 the Plan, service of legal process may be made upon the Plan Administrator at the above address. For disputes seeking payment of benefits, service of legal process may be made upon MetLife by serving MetLife's designated agent to accept service of process.

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. Any such action will be taken only after careful consideration.

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 accordance 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

The supplemental life insurance benefits are not combined for experience with the other insurance coverages.

No contribution is required for Basic Life Benefits.

You must make a contribution to the cost of Supplemental Life and Dependent 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 1/1 and ending on the day before the next following 1/1.

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 Employer 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 Employer 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 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 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.



FUTURE OF THE PLAN

It is hoped that the Plan will be continued indefinitely, but Chevron Corporation reserves the right to change or terminate the Plan in the future. Any such action would be taken only after careful consideration.

The Chevron Corporation shall be empowered to amend or terminate the Plan or any benefit under the Plan at any time.

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:

Coverage

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