

# Marathon Petroleum MetLife Legal Plan

Effective August 1, 2024



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# MetLife Legal Plan

This document serves as both the Plan Document and the Summary Plan Description (“SPD”) for the Marathon Petroleum MetLife Legal Plan (the “Plan”) and describes the key terms and conditions of the Plan.

## I. Introduction

The MetLife Legal Plan provides personal legal services for eligible employees, their spouse or domestic partner, and dependent children. This summary provides general information about the Plan, who is eligible to receive benefits under the Plan, what those benefits are, how to obtain benefits and what your rights under ERISA are.

MetLife Legal Plans provides the legal plan services, as described herein. These services will be provided through a panel of carefully selected Participating Law Firms; lawyers within this network are referred to as “Plan Attorneys.”

MetLife Legal Plans makes all determinations regarding attorneys’ fees and what constitutes covered services.

## II. Eligibility

Regular Full-time and Regular Part-time employees are eligible to participate in the Plan. For eligibility purposes:

- A. Regular Full-time means a normal work schedule of at least 40 hours per week, or at least 80 hours on a bi-weekly basis.
- B. Regular Part-time means a non-supervisory employee scheduled to work on a part-time basis (minimum of 20 hours but less than 35).
- C. A Regular employee includes International Commuters, Seasonal employees, and Expatriates.

Employees who enroll for coverage can use the legal services under this Plan for an eligible dependent. For purposes of this Plan, an eligible dependent includes the following:

- A. Spouse: The individual to whom you are lawfully married.
- B. Domestic Partner (“DP”): The individual whom you have certified as your domestic partner, per the requirements of the *Marathon Petroleum Domestic Partner Certification* form.
- C. Children: Includes your natural children of the first degree, legally adopted children, stepchildren, and children of your certified DP; all from live birth through the end of the month during which they turn 26.

This also includes disabled dependent children; children who are over age 25 but less than age 65 and incapable of self-support due to a physical or mental disability.

Eligible employees and their eligible dependents who are enrolled and covered under the Plan are “Participants.”

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## III. Enrollment

New employees can elect to participate in the MetLife Legal Plan by completing an election through the benefits enrollment system within 31 days of employment. The Plan requires participation through the Plan Year for which coverage is elected, so once you are enrolled, coverage must be maintained for the entire year; mid-year changes are not permitted.

Each year during annual enrollment, you can change your election, including adding or dropping the benefit, to be effective the following January 1.

## IV. When Coverage Begins

If you elect coverage within 31 days of your date of hire, your coverage will be effective retroactively to your date of hire.

## V. Cost

When you elect to enroll, you agree to pay the full cost for the MetLife Legal Plan and premiums are paid through after-tax payroll deductions. All contributions collected for this coverage are paid to MetLife Legal for administration of the Plan.

## VI. Continuation of Coverage on Leave

If you are on a Company-approved leave of absence without pay, you may continue your coverage upon payment of monthly premiums through direct bill. If payment is not received, your policy will be cancelled for non-payment. Once you return to work and are once again paying premiums, your coverage may be reinstated.

## VII. When Coverage Ends

Your ability to receive legal services under the Plan ends when you cease to be an eligible employee (i.e., your status changes to something other than an eligible status, as described above), on the start date of a work stoppage, or when your employment with the Company ends. All coverage ends on the date of your death.

After your coverage ends, the Plan will continue to cover the legal fees for covered services that were opened and pending during the period during which you were enrolled, but no new matters may be initiated after eligibility or employment ends.

## VIII. Portability of Coverage

When your MetLife Legal Plan coverage ends, you can still access the benefits of a legal plan by enrolling in individual coverage, which you can take with you. To enroll in or learn more about an individual legal plan, please visit [www.MetLife.com/individual-legal-plans](http://www.MetLife.com/individual-legal-plans). For questions, contact the Client Service Center at (833) 214-4175.

**Note:** When your MetLife Legal Plan coverage ends for a work stoppage, there is no option to continue coverage; your coverage will be reinstated when the work stoppage ends and you return to active employment.

## **IX. Covered Services**

The MetLife Legal Plan entitles Participants and eligible dependents to receive certain personal legal services. The available benefits are comprehensive, but certain limits and other conditions apply, as described below.

The following benefits are available to Participants and their eligible spouse or DP, and children, unless otherwise noted.

### **A. Advice and Consultation**

#### **1. Office Consultation**

This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation.

#### **2. Telephone Advice**

This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation.

## **B. Consumer Protection**

### 1. Consumer Protection Matters

This service covers the Participant as a plaintiff, for representation, including trial, in disputes over consumer goods and services where the amount being contested exceeds the small claims court limit in that jurisdiction and is documented in writing. This service does not include disputes over real estate, construction, insurance or collection activities after a judgment.

### 2. Small Claims Assistance

This service covers counseling the Participant on prosecuting a small claims action; helping the Participant prepare documents; advising the Participant on evidence, documentation and witnesses; and preparing the Participant for trial. The service does not include the Plan Attorney's attendance or representation at the small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

### 3. Personal Property Protection

This service covers counseling the Participant over the phone or in the office on any personal property issue such as consumer credit reports, contracts for the purchase of personal property, consumer credit agreements or installment sales agreements. Counseling on pursuing or defending small claims actions is also included. The service also includes reviewing any personal legal documents and preparing promissory notes, affidavits and demand letters.

## **C. Debt Matters**

### 1. Debt Collection Defense

This benefit provides Participants with an attorney's services for negotiation with creditors for a repayment schedule and to limit creditor harassment, and representation in defense of any action for personal debt collection, tax agency debt collection, foreclosure, repossession or garnishment, up to and including trial if necessary. It includes a motion to vacate a default judgment. It does not include counter, cross or third party claims; bankruptcy, any action arising out of family law matters including support and post decree issues; or any matter where the creditor is affiliated with the sponsor or employer.

### 2. Identity Restoration Services

Identity restoration services from U.S.-based Restoration Specialists are available via click or call to support Participants and their family. If a Participant is a victim of fraud, White Glove Resolution Specialists will work with them to navigate bureaus and government institutions to resolve the fraud incident quickly. If a wallet has been lost or personal information has been breached, experienced agents will take care of all the heavy lifting to make sure one's identity is restored and personal information is secure.

### 3. Personal Bankruptcy or Wage Earner Plan

This service covers the employee and spouse in pre-bankruptcy planning, the preparation and filing of a personal bankruptcy or Wage Earner petition, and representation at all court hearings and trials. This service is not available if a creditor is affiliated with the Employer, even if the employee or spouse chooses to reaffirm that specific debt.

### 4. Tax Audits

This service covers reviewing tax returns and answering questions the IRS or a state or local taxing authority has in regard to the Participant's tax return; negotiating with the agency; advising the Participant on necessary documentation; and attending an IRS or a state or local taxing authority audit. The service does not include prosecuting a claim for the return of overpaid taxes or the preparation of any tax returns.

## **D. Defense of Civil Lawsuits**

### 1. Administrative Hearing Representation

This service covers Participants in defense of civil proceedings before a municipal, county, state or federal administrative board, agency or commission. It includes the hearing before an administrative board or agency over an adverse governmental action. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include family law matters, post judgment matters or litigation of a job-related incident.

### 2. Civil Litigation Defense

This service covers the Participant in defense of an arbitration proceeding or civil proceeding before a municipal, county, state or federal administrative board, agency or commission, or in a trial court of general jurisdiction. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include family law matters, post judgment matters, matters with criminal penalties or litigation of a job-related incident. Services do not include bringing counterclaims, third party or cross claims.

### 3. Incompetency Defense

This service covers the Participant in the defense of any incompetency action, including court hearings when there is a proceeding to find the Participant incompetent.

## **E. Document Preparation**

### 1. Affidavits

This service covers preparation of any affidavit in which the Participant is the person making the statement.

### 2. Deeds

This service covers the preparation of any deed for which the Participant is either the grantor or grantee.

## 3. Demand Letters

This service covers the preparation of letters that demand money, property or some other property interest of the Participant, except an interest that is an excluded service. It also covers mailing them to the addressee and forwarding and explaining any response to the Participant. Negotiations and representation in litigation are not included.

## 4. Mortgages

This service covers the preparation of any mortgage or deed of trust for which the Participant is the mortgagor. This service does not include documents pertaining to business, commercial or rental property.

## 5. Promissory Notes

This service covers the preparation of any promissory note for which the Participant is the payor or payee.

## 6. Document Review

This service covers the review of any personal legal document of the Participant, such as letters, leases or purchase agreements.

## 7. Elder Law Matters

This service covers counseling the Participant over the phone or in the office on any personal issues relating to the Participant's parents as they affect the Participant. The service includes reviewing documents of the parents to advise the Participant on the effect on the Participant. The documents include Medicare or Medicaid materials, prescription plans, leases, nursing home agreements, powers of attorney, living wills and wills. The service also includes preparing deeds involving the parents when the Participant is either the grantor or grantee; and preparing promissory notes involving the parents when the Participant is the payor or payee.

## **F. Family Law**

### 1. Name Change

This service covers the Participant for all necessary pleadings and court hearings for a legal name change.

### 2. Prenuptial Agreement

This service covers representation of the employee and includes the negotiation, preparation, review and execution of a prenuptial agreement between the Employee and his or her fiancé/partner prior to their marriage or legal union (where allowed by law), outlining how property is to be divided in the event of separation, divorce or death of a spouse. Representation is provided only to the employee. The fiancé/partner must have separate counsel or must waive his or her right to representation. It does not include subsequent litigation arising out of a Prenuptial Agreement.



## 3. Protection from Domestic Violence

This service covers the employee only, not the spouse or dependents, as the victim of domestic violence. It provides the employee with representation to obtain a protective order, including all required paperwork and attendance at all court appearances. The service does not include representation in suits for damages, defense of any action, or representation for the offender.

## 4. Adoption and Legitimization (Contested and Uncontested)

This service covers all legal services and court work in a state or federal court for an adoption for the employee and spouse. Legitimization of a child for the employee and spouse, including reformation of a birth certificate, is also covered.

## 5. Guardianship or Conservatorship (Contested or Uncontested)

This service covers establishing a guardianship or conservatorship over a person and his or her estate when the employee or spouse is appointed as guardian or conservator. It includes obtaining a permanent and/or temporary guardianship or conservatorship, gathering any necessary medical evidence, preparing the paperwork, attending the hearing and preparing the initial accounting. This service does not include representation of the person over whom guardianship or conservatorship is sought, or any annual accountings after the initial accounting or terminating the guardianship or conservatorship once it has been established.

## **G. Immigration**

### 1. Immigration Assistance

This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents and helping the Participant prepare for hearings.

## **H. Personal Injury**

### 1. Personal Injury (25% Network Maximum)

Subject to applicable law and court rules, Plan Attorneys will handle personal injury matters (where the Participant is the plaintiff) at a maximum fee of 25% of the gross award. It is the Participant's responsibility to pay this fee and all costs.

## **I. Real Estate Matters**

### 1. Boundary or Title Disputes (Primary Residence)

This service covers negotiations and litigation arising from boundary or real property title disputes involving a Participant's primary residence, where coverage is not available under the Participant's homeowner or title insurance policies. The service includes filing to remove a mechanic's lien.

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2. Eviction and Tenant Problems (Primary Residence — Tenant Only)

This service covers the Participant as a tenant for matters involving leases, security deposits or disputes with a residential landlord. The service includes eviction defense, up to and including trial. It does not include representation in disputes with other tenants or as a plaintiff in a lawsuit against the landlord, including an action for return of a security deposit.

3. Security Deposit Assistance (Primary Residence — Tenant Only)

This service covers counseling the Participant as a tenant in recovering a security deposit from the Participant's residential landlord for the Participant's primary residence; reviewing the lease and other relevant documents; and preparing a demand letter to the landlord for the return of the deposit. It also covers assisting the Participant in prosecuting a small claims action; helping prepare documents; advising on evidence, documentation and witnesses; and preparing the Participant for the small claims trial. The service does not include the Plan Attorney's attendance or representation at small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

4. Home Equity Loans (Primary Residence and/or Second or Vacation Home)

This service covers the review or preparation of a home equity loan on the Participant's primary residence.

5. Property Tax Assessment (Primary Residence)

This service covers the Participant for review and advice on a property tax assessment on the Participant's primary residence. It also includes filing the paperwork; gathering the evidence; negotiating a settlement; and attending the hearing necessary to seek a reduction of the assessment.

6. Refinancing of Home (Primary Residence and/or Second or Vacation Home)

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the refinance agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of or obtaining a home equity loan on a Participant's primary residence. The benefit also includes attendance of an attorney at closing. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property or property that is held for any rental, business, investment or income purpose.

7. Sale or Purchase of Home (Primary Residence and/or Second or Vacation Home)

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's primary residence or of a vacant property to be used for building a primary residence. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a second home, vacation property, rental property, property held for business or investment or leases with an option to buy.

8. Zoning Applications

This service provides the Participant with the services of a lawyer to help get a zoning change or variance for the Participant's primary residence. Services include reviewing the law, reviewing the surveys, advising the Participant, preparing applications, and preparing for and attending the hearing to change zoning.

## **J. Traffic and Criminal Matters**

1. Juvenile Court Defense

This service covers the defense of a Participant and a Participant's dependent child in any juvenile court matter, provided there is no conflict of interest between the Participant and the dependent child. When a conflict exists, or where the court requires separate counsel for the child, this service provides an attorney for the employee only, including services for Parental Responsibility.

2. Traffic Ticket Defense (No DUI)

This service covers representation of the Participant in defense of any traffic ticket including traffic misdemeanor offenses, except driving under influence or vehicular homicide, including court hearings, negotiation with the prosecutor and trial.

3. Restoration of Driving Privileges

This service covers the Participant with representation in proceedings to restore the Participant's driving license.

## **K. Wills and Estate Planning**

1. Trusts

This service covers the preparation of revocable and irrevocable living trusts for the Participant. It does not include tax planning or services associated with funding the trust after it is created.

2. Advanced Healthcare Directive

This service covers the preparation of an Advanced Healthcare Directive/living will for the Participant.

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## 3. Powers of Attorney

This service covers the preparation of any power of attorney when the Participant is granting the power.

## 4. Probate (10% Network Discount)

Subject to applicable law and court rules, Plan Attorneys will handle probate matters at a fee 10% less than the Plan Attorney's normal fee. It is the Participant's responsibility to pay this reduced fee and all costs.

## 5. Wills and Codicils

This service covers the preparation of a simple or complex will for the Participant. The creation of any testamentary trust is covered. The benefit includes the preparation of codicils and will amendments. It does not include tax planning.

## 6. Digital Estate Planning

Allows you to designate your wishes for healthcare, as well as protect your family and assets quickly and easily from the comfort of your home. With digital estate planning, you can create a Last Will and Testament, an Advance Directive, or a Durable Financial Power of Attorney then print and review the instructions for notarization.

## **X. Exclusions**

Excluded services are those legal services that are not provided under the plan. No services, not even a consultation, can be provided for the following matters:

- A. Employment-related matters, including company or statutory benefits;
- B. Matters involving the employer, MetLife and its affiliates, and Plan Attorneys;
- C. Matters in which there is a conflict of interest between the employee and spouse or dependents in which case services are excluded for the spouse and dependents;
- D. Appeals and class actions;
- E. Farm, business or investment matters, and matters involving property held for investment or rental or issues when the Plan Participant (or beneficiary) is the landlord;
- F. Patent, trademark and copyright matters;
- G. Costs or fines;
- H. Frivolous or unethical matters; and
- I. Matters for which an attorney-client relationship exists prior to the Plan Participant (or beneficiary) becoming eligible for plan benefits.

## **XI. Legal Services**

You can access the Plan's Legal Services online or through the MetLife Legal Plans Client Service Center.

For services to be covered, you or your eligible dependents must have obtained a Case Number, retained an attorney, and the attorney must begin work on the covered legal matter while you are an eligible member of the Plan.

### **A. Member Website**

Go to [www.legalplans.com](http://www.legalplans.com) to create an account. You will be prompted to enter your email address, create a password, and confirm your eligibility by providing information such as your full name, employer, and ZIP code.

On the member services page, you may access the following options:

1. How Do I Use the Plan?
2. Covered Services
3. Attorney Locator
4. Obtain Eligibility ID
5. Life Guide
6. Self-Help Documents/Forms
7. Dependents can be granted access by the plan member to setup their own account to access services via the website.

**Note:** You must create an account before you can access the attorney locator and digital estate planning.

### **B. Client Service Center**

Call the MetLife Legal Plans Client Service Center at (800) 821-6400 Monday – Friday 7 a.m. to 7 p.m., Central Time. Be prepared to give your full name and employer name. If unable to locate you with this information, the Client Service Center will need the email address you used to create an account. If you have not created an account, be prepared to provide the last four digits of your Social Security number and ZIP code.

A spouse/DP or eligible dependent child of a Participant calling MetLife Legal Plans will need the Participant's full name and employer name. If unable to locate the spouse/DP or child with this information, the Client Service Center will need the last four digits of the Participant's Social Security number and ZIP code through whom they are eligible.

The Client Service Representative will:

1. Verify your eligibility for services;

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2. Make an initial determination of whether and to what extent your case is covered (the Plan Attorney will make the final determination of coverage);
3. Give you the telephone number of the Plan Attorney most convenient to you; and
4. Answer any questions you have about the Plan.

You then call the Plan Attorney to schedule an appointment at a time convenient to you. Evening and Saturday appointments are available.

## C. Choosing an Attorney

To view information on participating attorneys or to view covered legal services before you are enrolled, go to [www.legalplans.com](http://www.legalplans.com) to create an account. You will be prompted to enter your email address and create a password, after which you may review the Legal Plan, look up Network attorneys and review the website. You may also call (800) 821-6400 Monday through Friday 7 a.m. to 7 p.m., Central Time for assistance.

If you choose, you may select your own attorney. Also, where there are no Participating Law Firms, you will be asked to select your own attorney. In each of these circumstances, MetLife Legal Plans will reimburse you for these non-Plan attorney's fees in accordance with a set fee schedule.

## XII. Other Special Rules

In addition to the coverages and exclusions listed above, there are certain rules for special situations. Please read this section carefully. These rules apply to eligible employees and/or eligible dependents, including spouse or DP, and children.

- A. What if other coverage is available?** If you are entitled to receive legal representation provided by any other organization such as an insurance company or a government agency, or if you are entitled to legal services under any other legal plan, coverage will not be provided under this Plan. However, if you are eligible for legal aid or Public Defender services, you will still be eligible for benefits under this Plan, so long as you meet the eligibility requirements.
- B. What if you are involved in a legal dispute with your dependents?** You may need legal help with a problem involving your spouse or DP or your children. In some cases, both you and your child may need an attorney. If it would be improper for one attorney to represent both you and your dependent, only you will be entitled to representation by the plan attorney. Your dependent will not be covered under the Plan.
- C. What if you are involved in a legal dispute with another employee?** If you or your dependents are involved in a dispute with another eligible employee or that employee's dependents, MetLife Legal Plans will arrange for legal representation with independent and separate counsel for both parties.
- D. What if the court awards attorneys' fees as part of a settlement?** If you are awarded attorneys' fees as a part of a court settlement, the Plan must be repaid from this award to the extent that it paid the fee for your attorney.

## **XIII. Plan Confidentiality**

Use of the Plan and legal services provided is confidential. The Plan Attorney will maintain strict confidentiality of the traditional lawyer-client relationship and Marathon will not know about the legal services being used under the Plan. Plan administrators will have access only to limited statistical information needed for orderly administration of the Plan.

No one will interfere with a Plan Attorney's independent exercise of professional judgment when representing an eligible employee. All attorneys' services provided under the Plan are subject to ethical rules established by the courts for lawyers. The attorney will adhere to the rules of the Plan and he or she will not receive any further instructions, direction or interference from anyone else connected with the Plan. The attorney's obligations are exclusively to Participants; the attorney's relationship is exclusively with Participants. MetLife Legal Plans or the law firm providing services under the Plan is responsible for all services provided by their attorneys.

Employees should understand that the Plan has no liability for the conduct of any Plan Attorney. Employees have the right to file a complaint with the state bar concerning attorney conduct pursuant to the Plan. Employees have the right to retain at their own expense any attorney authorized to practice law in this state.

Plan attorneys will refuse to provide services if the matter is clearly without merit, frivolous or for the purpose of harassing another person. If an employee has a complaint about the legal services he or she has received or the conduct of an attorney, call MetLife Legal Plans at **(800) 821-6400**. The complaint will be reviewed and a response will be received within two business days of the call.

## **XIV. General Claims Procedures**

A Participant or beneficiary who feels he or she is being denied any benefit or right provided under the Plans shall have the right to file a written claim with the Plan Administrator. All such claims shall be submitted on a form provided by the Plan Administrator, which shall be signed by the claimant and shall be considered filed on the date the claim is received by the Plan Administrator.

Upon the receipt of such a claim and in the event the claim is denied, the Plan Administrator shall, within a reasonable period of time, provide such claimant a written statement which shall be delivered or mailed to the claimant by certified or registered mail to the claimant's last known address and shall contain the following:

- A. The specific reason or reasons for the denial of benefits;
- B. A specific reference to the pertinent provisions of the Plan upon which the denial is based;
- C. A description of any additional material or information which is necessary;
- D. An explanation of the review procedures and the time limits that apply; and
- E. In the case of a plan providing disability benefits, a copy of the internal rules, guidelines, other protocols or similar criteria will be provided free on request following an adverse benefit determination.

Within 90 days after receipt of notice of denial of benefits as provided above, the claimant or authorized representative may request, in writing, to appear before the Plan Administrator for a review of the claim. In conducting its review, the Plan Administrator shall consider any written statement or other evidence presented by the claimant or authorized representative in support of the claim. The Plan Administrator will give the claimant and/or authorized representative reasonable access to all pertinent documents necessary for the preparation of the claim.

Within 60 days after receipt by the Plan Administrator of a written request for review of the claim, unless special circumstances require an extension of time for processing such request for review, but not later than 120 days after receipt of such request, the Plan Administrator shall notify the claimant of its decision by delivery or by certified or registered mail to the claimant's last known address.

The decision of the Plan Administrator shall be in writing and shall include the specific reasons for the decision presented in a manner calculated to be understood by the claimant and shall contain references to all relevant Plan provisions on which the decision was based. The decision of the Plan Administrator shall be final and conclusive. In addition to the General Claims Procedure described above, the Plan Insurer may have specific requirements, which you will need to follow in filing your claim.

## **XV. Appeals Under the Plan**

### **Eligibility**

MetLife Legal Plans verifies eligibility using information provided by the Company. When an employee calls for services, he or she will be advised of their eligibility and MetLife Legal Plans will contact Marathon Petroleum for assistance. If you are not satisfied with the final determination of eligibility, you have the right to a formal review and appeal. Send a letter within 60 days explaining why you believe you are eligible to:

Marathon Petroleum Employee Benefit Plan Administration Committee  
P.O. Box 1  
539 South Main Street  
Findlay, OH 45839-01

You will be provided a written explanation from the Plan Administrator.

### **Coverage**

If you are denied coverage by MetLife Legal Plans or by any Plan Attorney, you may appeal by sending a letter to MetLife Legal Plans at the following address:

MetLife Legal Plans, Inc.  
Director of Administration  
Eaton Center 111 Superior Avenue  
Cleveland, OH 44114-2507



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The Director will issue the final determination made by MetLife Legal within 60 days of receiving your letter. This determination will include the reasons for the denial with reference to the specific Plan provisions on which the denial is based and a description of any additional information that might cause MetLife Legal to reconsider the decision, an explanation of the review procedure and notice of the right to bring a civil action under Section 502(a) of ERISA.

## XVI. Other Important Plan Information

Important Plan Information	
<b>Plan Name</b>	MetLife Legal Plan
<b>Plan Administrator (Agent for service of legal process)</b>	Marathon Petroleum Employee Benefit Plan Administration Committee P.O. Box 1 539 South Main Street Findlay, OH 45839-01 Phone: (419) 422-2121
<b>Employer Identification Number</b>	31-1537655
<b>Type of Plan; Funding</b>	The MetLife Legal Plan is a welfare benefit plan providing for insured benefits, with such benefits funded solely by employee contributions for applicable premiums.
<b>Plan Sponsor</b>	Marathon Petroleum Company LP 539 South Main Street Findlay, OH 45840
<b>Plan Number</b>	574
<b>Inspection of Plan Documents</b>	Plan documents may be inspected by making a request at any Company Human Resources office or by writing:  Marathon Petroleum Company LP Benefits Administration 539 South Main Street Findlay, OH 45840
<b>Plan Year</b>	Ends on December 31, and its records are kept on a calendar year basis.
<b>Insurance Company</b>	MetLife Legal Plans, Inc. 1111 Superior Avenue Cleveland, OH 44114-2407 Phone: (800) 821-6400 <a href="http://www.legalplans.com">www.legalplans.com</a>
<b>Other Employers Whose Employees Are Covered by the Plan</b>	Upon written request to the Plan Administrator, a complete list of the employers whose employees participate in the Plan will be provided.

## **XVII. Additional Administrative Information**

The information in this document, along with the more detailed provisions of the insurance policy used for the MetLife Legal Plan, provides the terms and conditions of the Plan. The insurance policy's terms are incorporated by reference into and constitute part of governing plan document for the MetLife Legal Plan. The terms of the insurance policy issued by MetLife Legal Plans will control in the event of a conflict between those terms and the terms set forth in this document.

MetLife Legal Plans, acting on behalf of the insurer under the insurance policy, has the authority to administer claims and to manage and interpret the insurance policy, consistent with the provisions of the Plan.

In determining the eligibility of Participants for benefits and in construing the Plan's terms, the Plan Administrator (or MetLife Legal Plans in cases where it has the authority to make determinations concerning eligibility for benefits) has the authority and power to exercise discretion in the construction or interpretation of terms or provisions of the Plan, as well as in cases where the Plan instrument is silent, or in the application of Plan terms or provisions to situations not clearly or specifically addressed in the Plan itself. In situations in which they deem it to be appropriate, the Plan Administrator may, but is not required to, evidence:

- A. The exercise of such discretion; or
- B. Any other type of decision, directive or determination made with respect to the Plan, in the form of written administrative rulings, which, until revoked, or until superseded by Plan amendment or by a different administrative ruling, shall thereafter be followed in the administration of the Plan.

Only the Plan Administrator is authorized to make administrative interpretations of the Plan and will do so only in writing. You should not rely on any representation, whether oral or in writing, which another person may make concerning provisions of the Plan and your entitlements under them.

All decisions of the Plan Administrator (or MetLife Legal Plans in cases where it has the authority to make determinations concerning eligibility for benefits) made on all matters within the scope of his or her authority shall be final and binding upon all persons, including the Company, all Participants, their heirs and personal representatives, and all labor unions or other similar organizations representing Participants. It is intended that the standard of judicial review to be applied to any determination made by the Plan Administrator shall be the "arbitrary and capricious" standard of review.

## **XVIII. Modification and Termination**

The Company reserves the right to modify or terminate the MetLife Legal Plan, in whole or in part and in such manner as it shall determine, either alone or in conjunction with other benefit plans of the Company.

### **XIX. Participation by Associated Companies and Organizations**

Upon specific authorization and subject to such terms and conditions as it may establish, Marathon Petroleum Company LP, may permit eligible employees of subsidiaries and affiliated organizations to participate in this Plan. Currently, these participating companies are Marathon Petroleum Company LP, Marathon Petroleum Service Company, Marathon Petroleum Logistics Services LLC, and Marathon Refining Logistics Services LLC.

### **XX. Your Rights Under Federal Law**

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

#### ***Receive Information About Your Plan and Benefits***

- A. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including policies and collective bargaining agreements, 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.
- B. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including policies and collective bargaining agreements, 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.
- C. 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 plans. 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, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

## ***Enforce Your Rights***

If your claim for a 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 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 a 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.