



# **Marathon Petroleum Short Term Disability Plan for Specified Employees**

**Effective January 1, 2024**



# STD Plan for Specified Employees



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# STD Plan for Specified Employees



## I. Purpose

The Marathon Petroleum Short Term Disability Plan for Specified Employees (“Plan” or “STD Plan”) provides protection against loss of income for you if you are temporarily unable to work because of your own non-occupational disability, including both illness and injury and/or inability to work due to risk of infection as a result of a declared health pandemic and identified as high risk by the U.S. Government Centers for Disease Control and Prevention.

## II. Eligibility

You are eligible for coverage under this Plan if you meet each of these requirements:

- A. You are classified as a Regular employee who works on a full-time or part-time basis; and
- B. Your work location is in either California or Washington; or
- C. If you are subject to a collective bargaining agreement, that collective bargaining agreement expressly provides for participation in this STD Plan.

Provided, however, you are not eligible for coverage under this Plan if:

- A. You are an employee classified as a Casual employee or Intern; or
- B. Your work location is in a state other than California or Washington; or
- C. You are in an employee group for whom another short term disability/sick benefit program has been established to which the Company or another member of the controlled group to which Marathon Petroleum Corporation belongs makes contributions or provides benefits.

For purposes of the Plan’s eligibility requirements:

- Regular employee includes International Commuter and Seasonal employees.
- “Full-time” means you have a normal work schedule of at least 40 hours per week or at least 80 hours on a bi-weekly basis.
- “Part-time” means you are a non-supervisory employee who works on a part-time basis (minimum 20 hours but less than 35 hours per week) and not on a time, special job completion, or call when needed basis.

If you lose eligibility under the terms of the Plan because of a change in your normally scheduled hours, the effective date of the termination of eligibility will be determined by the date of the change in your normally scheduled hours.

## III. Enrollment

You are automatically enrolled in this Plan as of the date you meet the eligibility requirements described in Eligibility.

## IV. Cost

This Plan is provided entirely at Company cost.

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## V. When Coverage Begins

If you are eligible, you are generally covered under the Plan as of your first day of employment. If you are not actively at work on the day your coverage would otherwise begin, coverage will begin on the day your employment starts (or return to) active full-time work.

## VI. When Coverage Ends

Coverage ends on the earlier of the date:

- A. Your employment ends for any reason;
- B. You no longer meet the Plan's eligibility requirements; or
- C. On which the Plan is terminated.

## VII. Definition of Disability

Disability is a medically determinable injury, illness, or condition (other than an occupational disability) that prevents you from performing, for a temporary period of time, the material duties of your occupation with the Company. The injury, illness, or condition must be certified by a Health Care Provider, which for purposes of the Plan is defined as a Medical Doctor, Doctor of Osteopathic Medicine, Nurse Practitioner, Physician's Assistant, Clinical Psychiatrist, and/or as otherwise required by law. Any such Health Care Provider certifying an injury, illness, or condition must be authorized to practice within the state such authorization is taking place and performing within the scope of their practice as defined under state law. This may also include, but is not limited to:

- A. Health Care Provider directed absences from active employment prior to childbirth or continued after Parental Leave has been exhausted;
- B. Absences from employment due to a medically determinable injury, illness, or condition suffered or incurred by a dependent child (as defined below) that prevents them from attending daycare or school or performing services for an employer for a temporary period of time; and
- C. Absences from employment due to risk of infection as a result of a declared health pandemic and identified as high risk by the U. S. government Centers for Disease Control and Prevention.

### Care for a Dependent Child

The provisions of the STD Plan related to non-occupational disability are applicable to your absences resulting from the short-term disability of a dependent child. A dependent child means your child under the age of 18, whether related by blood, marriage, domestic partnership (provided such domestic partnership has been established in accordance with Company policies and procedures), provided such child constitutes a "qualifying dependent" or "qualifying relative" of the participant (or, if applicable, his or her domestic partner.)

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## VIII. Notice of Disability

To be eligible to receive benefits under the STD Plan, you must report your disability in accordance with the procedures established for reporting absences as far in advance as possible. If advance notification of the disability is not possible, you must follow the notification procedures as soon as possible, but no later than 24 hours after your first absence from work.

**IMPORTANT:** Disabilities incurred while at work must be reported prior to leaving the worksite. Failure to provide timely notice in accordance with local established procedures may result in a delay in the commencement of benefits under the Marathon Petroleum Occupational Short Term Disability Program or the loss of eligibility for benefits under that Program. Refer to the Marathon Petroleum Occupational Short Term Disability Program for additional information.

## IX. When Benefits Begin

STD benefits begin upon commencement of your approved disability and:

- A. You are an eligible employee;
- B. You have been absent from work due to a disability as defined in this Plan;
- C. You have met your STD benefit waiting period;
- D. You have notified your supervisor of the disability absence; and
- E. You have submitted a claim for benefits and that claim is approved.

For all participants, the waiting period is seven continuous calendar days for each non-occupational disability. This seven-day waiting period starts on the first calendar day of the disability. The Company will apply any paid sick leave you have accrued as of the date of your disability toward satisfaction of the waiting period, unless otherwise prohibited by law or upon your approved request.

If you are absent from work on account of personal leave, a labor dispute, a military leave of absence or due to a family medical leave of absence (FMLA) on the date of disability, your waiting period will begin upon your scheduled return to work.

## X. When Benefits End

STD benefit payments end on the earlier of the date:

- A. You have exhausted all weeks of STD;
- B. You refuse to comply with the administrative procedures required by this Plan;
- C. You no longer meet the definition of disability; or
- D. Your employment ends for any reason.

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## **XI. Benefits**

Your STD benefit for a qualifying disability will be calculated based upon a percentage of your base salary. For these purposes, base salary generally refers to wages payable for the performance of services in accordance with your normal work schedule, as in effect prior to the disability. If you are eligible for an STD benefit, you will not be eligible for any benefits under the Marathon Petroleum Short Term Disability Program or the Marathon Petroleum Occupational Short Term Disability Program.

STD benefits include the weekly compensation paid to you for normal regularly scheduled hours for your classification as a Regular employee and at your regular base rate or rates, regardless of whether you are paid on an hourly or monthly basis, plus any additional pay or allowances such as area differential, cost of living, housing, temporary hardship, or overseas premium to which you may be entitled, as in effect prior to your disability.

STD benefits are treated as pay for purposes of other applicable benefit plans including, but not limited to, the Marathon Petroleum Thrift Plan, Retirement Plan, 125 Plan and Health Care Flexible Spending Account Plan.

Unscheduled overtime, shift differential, other premium pay, commissions, bonuses, suggestion awards, military pay, travel pay, or other types of special pay or allowances is excluded from STD benefits.

The applicable benefit percentage will be 50% or 100%, depending on the length of absence and length of total continuous service with the Company at the time of disability. If you are eligible for benefits at both the 100% and 50% levels, benefits are paid based upon 100% of base salary until that benefit is exhausted, with the remainder of your accumulated benefit calculated based upon 50% of base salary.

The maximum benefit period under the Plan is 26 weeks. Accordingly, your benefits for a subsequent qualifying disability will be reduced by benefits previously paid under the Plan with respect to a disability, unless you have satisfied a restoration period, as described below. Although the benefit amount is expressed in weeks in the following Schedule of Benefits, your accrued benefit and use of benefits may be administered in hours or minutes, depending on the duration of the absence.

Absences or the portion of any absences due to illness or injury may be administered in hours or minutes. The number of hours in a “week” is defined as the number of hours in your regular annual work schedule divided by 52.

Benefits are not available for any period you are eligible for Paid Sick Leave benefits, Paid Parental Leave, or any other mandated sick pay. Further, your period of disability benefits under this STD Plan will be reduced by any period of absence covered by paid sick leave benefits, or other mandated sick pay.

Periods of occupational disability will be managed separately through the Marathon Petroleum Occupational Short Term Disability Plan in computing the calendar year benefit maximum. STD benefits paid for any day of absence will be charged against the calendar year in which that day occurs, even if your absence continues from one calendar year to another.

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## STD Benefit Schedule

Continuous Service	Annual Maximum Benefits	
	100% STD Benefit	50% STD Benefit
<b>Less than 1 Year</b>	3 weeks	0 weeks
<b>1 year</b>	3 weeks	23 weeks
<b>2 years</b>	4 weeks	22 weeks
<b>3 years</b>	6 weeks	20 weeks
<b>4 years</b>	8 weeks	18 weeks
<b>5 years</b>	10 weeks	16 weeks
<b>6 years</b>	12 weeks	14 weeks
<b>7 years</b>	14 weeks	12 weeks
<b>8 years</b>	16 weeks	10 weeks
<b>9 years</b>	18 weeks	8 weeks
<b>10 years</b>	20 weeks	6 weeks
<b>11 years</b>	22 weeks	4 weeks
<b>12 years</b>	24 weeks	2 weeks
<b>≥ 13 years and over</b>	26 weeks	0 weeks

Continuing service employees will move from one benefit level to the next benefit level on their continuous service anniversary date.

If you are receiving STD benefits at the time you become eligible to move from one benefit level to another benefit level due to reaching the next continuous service level, you must return to work for at least one full day to be eligible to receive benefits at the new benefit level.

Employees are eligible for a maximum total number of hours based on work schedule.

For example, if you are a part-time employee working a 20-hour per week schedule with 6 years of continuous service, you will be eligible for a total of 280 hours (12 weeks × 20 hours per week schedule) at 100% benefit and 240 hours (14 weeks × 20 hours per week schedule) at 50% benefit.

## XII. Benefit Reductions

Where permitted by federal, state or local law your STD benefits will be reduced by any income you are eligible for or entitled to under:

- A. Any applicable Workers' Compensation law (or similar coverage), and/or
- B. Any disability compensation in lieu of wages paid to you under the Federal Jones Act, Federal Employers' Liability Act, or any other federal or state disability compensation Plan, including Social Security.

These benefits are taken into account regardless of whether an award is actually received or whether you have timely enrolled or applied for such benefits or payments. Nonetheless, this reduction applies only to 100% benefits.

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Additionally, all benefits will be reduced by any award or settlement received from a third party to compensate for lost wages resulting from such disability for which such third party (including an insurer) is responsible, as well as any amount of income received from self-employment or from providing services to a third party. Benefits under the STD Plan, when aggregated with payments you receive from other sources may not exceed 100% of base salary.

If you receive any disability payments, awards or settlements, such as those described in this Section XII, you are required to immediately provide the Company notice of the payment(s) for a determination of offset to benefits under this Plan. Failure to do so will terminate your eligibility for participation in this Plan and may result in disciplinary action up to and including discharge.

### **XIII. New Hire, Rehire, Transfer, Educational and Personal Leave, Seasonal Layoff, Work Stoppage**

New Hires, rehires, and employees returning from Educational Leave, Personal Leave, seasonal layoff or work stoppage\* are entitled to STD benefits according to the following provisions.

- A. New Hires will immediately be eligible for STD benefits equivalent to 3 weeks of 100% benefit within their first 12 months of continuous employment. Immediately upon completion of 12 months of continuous service, new hires will have available, through the remainder of the calendar year in which 12 months of service is completed, 3 weeks at 100% benefit and 23 weeks at 50% benefit, offset by any STD benefits used from the January 1 immediately following date of hire through the date 12 months of service is completed. (As a result, the total STD benefits used in the employee's first full calendar year of employment cannot exceed 3 weeks at 100% benefit and 23 weeks at 50% benefit.)
- B. Employees who are rehired:
  - a. In less than 12 months immediately qualify for benefits based on their total continuous service and will have available, through the remainder of the calendar year, STD benefits based on total continuous service, offset by any STD benefits used from January 1 of the calendar year of rehire through the rehire date. (As a result, the total STD benefits used in the employee's calendar year of re-employment cannot exceed STD benefits that they would have otherwise had, based on total continuous service.)
  - b. In excess of 12 months will have available, through the remainder of the calendar year in which 12 months of service is completed from their return date, STD benefits based on total continuous service, offset by any STD benefits used from the January 1 immediately following the return date through the date 12 months of service is completed. (As a result, the total STD benefits used in the employee's first full calendar year of re-employment cannot exceed STD benefits that they would have otherwise had, based on total continuous service.)

\* "Work stoppage" for purposes of this Plan means a concerted failure by employees to report for duty, a concerted absence of employees from work, a concerted stoppage of work, or a concerted slowdown in the full and faithful performance of duties by a group of employees, and includes a strike or lockout. Whether a work stoppage exists shall be determined by the Company in its sole discretion.



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- C. Employees returning from an Educational Leave, Personal Leave, seasonal layoff or work stoppage:
  - a. In less than 12 months immediately qualify for benefits based on their total continuous service, and will have available, through the remainder of the calendar year, STD benefits based on total continuous service, offset by any STD benefits used from the January 1 of the calendar year of the return through the date of return. (As a result, the total STD benefits used in the employee's calendar year of return cannot exceed STD benefits that they would have otherwise had, based on total continuous service.)
  - b. In excess of 12 months will have available, through the remainder of the calendar year in which 12 months of service is completed from their return date, STD benefits based on total continuous service, offset by any STD benefits used from the January 1 immediately following the date of return through the date 12 months of service is completed. (As a result, the total STD benefits used in the employee's first full calendar year of re-employment cannot exceed STD benefits that they would have otherwise had, based on total continuous service.)
- D. During the calendar year in which a transfer from a non-participating employer occurs, the amount of STD benefits for that year will be based on total continuous service and offset by any STD benefits already applied in the same calendar year under the non-participating controlled group.

### **XIV. Benefits in Connection with Other Absences**

- A. No STD benefits will be paid if the disability begins prior to your employment with the Company, while you are on any paid or unpaid absence (including seasonal layoff and work stoppage), other than a Medical Leave.
- B. If you are receiving benefits under this STD Plan and you are eligible for leave under the Family and Medical Leave Act of 1993 (as amended), your qualified unpaid FMLA leave period will run concurrently with your period of STD benefits. Refer to the Family and Medical Leave Act on [www.myMPCbenefits.com](http://www.myMPCbenefits.com) for additional information.
- C. If a disability occurs while you are on vacation, holiday, bereavement, Civic Duty Leave, Military Leave, Paid Parental Leave, Family Leave or other non-medical leave under the FMLA, or seasonal layoff and the disability continues beyond the date of the scheduled return to work, STD benefits will be paid as though your disability originated on the day of your scheduled return to work.
- D. If a disability occurs while you are on an Educational Leave, Personal Leave, or work stoppage and the disability continues beyond the date of the scheduled return to work, you will not be eligible for STD benefits. (You may be placed on Medical Leave, but without STD pay.)
- E. Vacation benefits may be used in connection with an absence due to disability if requested by you, subject to the provisions of the Marathon Petroleum Vacation Plan.
- F. If you are eligible to receive STD benefits and a holiday occurs while you are off work, you will receive the regular holiday absence allowance which will not be charged against STD benefits, except where collective bargaining agreements and/or local practices differ.



## **XV. Multiple Disabilities**

### **Waiting Period**

The waiting period described on page 4 is imposed with respect to the first covered disability of each calendar year.

If you receive STD benefits, recover from disability, return to work, and then subsequently become disabled:

- A. You will be required to satisfy a new waiting period for the subsequent disability if your subsequent disability occurs in the same calendar year and is not caused by the same illness or injury as your previous disability.
- B. If your subsequent disability occurs in the same calendar year as your previous disability, begins within 90 days after you return to work from your previous disability and is caused by the same illness or injury as your previous disability (a “recurrent disability”), your recurrent disability will be treated as a continuation of your previous disability and you will not have to satisfy a new waiting period for the recurrent disability (assuming that you satisfied the waiting period for your previous disability).
- C. If your subsequent disability occurs in the same calendar year as your previous disability, begins 90 or more days after you return to work from your previous disability, your disability will be considered a new disability (even if it is caused by the same illness or injury as your previous disability), and you will be required to satisfy a new waiting period for the subsequent disability.

### **If You Become Disabled Again in the Same Calendar Year**

If you receive STD benefits, recover from disability, return to work, and then subsequently become disabled in the same calendar year, the maximum STD benefits payable to you for the balance of the calendar year will be reduced by the STD benefits you received with respect to your previous disability, even if your subsequent disability is not caused by the same illness or injury as your previous disability.

### **If Your Disability Continues into the Next Calendar Year**

If you are receiving STD benefits on January 1 of a calendar year based on a disability that started in the prior calendar year, your STD benefits will be based on the STD benefit schedule in effect when your disability began, unless you satisfy a refresh period by returning to your full-time work schedule for a period of at least four consecutive workweeks. If you return to your full-time work schedule for a period of at least four consecutive workweeks, the STD benefits paid to you in the new calendar year for the previous year’s disability will be based on the new calendar year’s STD benefit schedule. When new calendar year STD benefits are awarded after a disability that continued into the new calendar year, the new calendar year benefits will be reduced by any benefits already paid in the new calendar year.

If you are absent from your full-time work schedule during the four consecutive workweeks following your return to employment, the four-week return to work requirement will start over. Periods of vacation, sick leave or other paid time off will be counted as absences. A scheduled holiday will not count as an absence unless you were scheduled to work on that holiday.

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If you are on an unpaid leave of absence on January 1 of a calendar year that started in a prior calendar year, your STD benefits will be based on the STD benefit schedule in effect when your leave of absence began, unless you return to your work schedule for at least one full day. If you return to your full-time work schedule for at least one full day, the STD benefits paid to you in the new calendar year will be based on the new calendar year's STD benefit schedule.

## **XVI. Administrative Procedures**

To qualify for benefits under the STD Plan, you must report your disability in accordance with the procedures established by the Company for reporting absences at your worksite as far in advance as possible. If you cannot give prior notice due to the nature of your disability, you must follow the notification procedures as soon as possible, but no later than 24 hours after your first absence from work.

You must also, if requested, present evidence satisfactory to Absence Management that your absence results from a covered disability and/or submit to a medical examination. Such evidence must also indicate that you are obtaining reasonable and customary care and treatment from a Health Care Provider, defined herein, or you must, if requested, submit a substantiation of time away that exceeds reasonable guidelines for your disability/injury/illness.

After an examination of all the facts, the Company reserves the right not to pay STD benefits if it appears the disability is not bona fide, that you are not taking appropriate steps to expedite your recovery, or at any time an employee refuses to provide substantiation that an absence or disability meets the definition of the plan.

The Company may, at its expense, have a Health Care Provider review the circumstances of your disability to determine whether you are taking appropriate steps to expedite your recovery. The Company subsequently reserves the right following any such review to deny payment of STD benefits, if, in the opinion of the Company, you are not taking appropriate steps to expedite your recovery. In the case of chronic disability or of frequent absences on account of disability, the Company may, at its expense, appoint a physician to review and determine the probable future frequency or duration of such absences and handle each such case on its own merits, regardless of the above schedule of STD benefits.

Except where prohibited by law, the Company may require that you obtain a release from a physician before returning to active employment after any absence of four workdays or more on account of your disability. This does not include a disability involving your dependent child.

If the Company offers you work duties that will allow you to return to active employment on a full or reduced work schedule that meets your medical restrictions, your continued receipt of benefits under this STD Plan may be conditioned upon your acceptance of such available work duties to the extent otherwise permissible under company policy and applicable law. Benefits under this STD Plan will be offset in the case of a reduced work schedule.

It is also your responsibility to provide, when requested, notices and reports that may be required by workers' compensation, state disability or similar laws.

You are required to obtain the prior written permission of HR before becoming or continuing to be self-employed or providing services to a third party while receiving benefits under the STD Plan unless otherwise required by law.

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Failure to follow these administrative procedures may result in immediate termination of your benefits under this STD Plan.

## **XVII. Recovery of Overpayments**

Whenever payments have been made by the STD Plan in excess of the maximum amount of payment authorized by the terms of the STD Plan, or when an STD Plan participant has refused to reimburse the Plan the amount of any overpayments, the STD Plan or its designee has the right to recover these excess payments or withhold payment of future benefits to offset such excess payments, and the participant has the obligation to refund to the STD Plan any such amount, unless otherwise required by law.

An overpayment occurs when it is determined that the total amount paid on a participant's claim is more than the total of the benefits due under the STD Plan. This includes any overpayments resulting from:

- A. Retroactive awards received;
- B. Fraud; or
- C. Any error made in processing a claim.

The STD Plan or its designee may withhold or offset future benefit payments, sue to recover such overpayment, or use any other lawful remedy to recoup any such overpayment, unless otherwise required by law or collective bargaining agreement.

## **XVIII. Exclusions and Limitations**

An illness, injury or condition is not a covered disability under this STD Plan if it occurs under any of the following conditions:

- A. While participating in an insurrection, a war or act of war;
- B. Your professional participation in a hazardous sport;
- C. While committing an unlawful act, including a riot or fight (unless you are defending yourself against an unprovoked assault);
- D. As a direct or indirect result of willful disregard of Company health or safety regulations;
- E. While under the influence of unprescribed drugs, prescribed drugs that are used for reasons other than those for which they are prescribed or in a manner other than that prescribed, or alcohol (other than with respect to an absence from active employment during which you are receiving professional treatment for alcohol or drug abuse);
- F. While performing services for a third party or while self-employed;
- G. While absent during an Educational Leave or Personal Leave;
- H. While absent due to a work stoppage;
- I. For any period of time that is also covered by an unpaid disciplinary suspension;

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- J. During any period of time when, in the absence of a disability, and you are otherwise unable to work due to other reasons (such as confinement in a jail, prison, etc.); or
- K. As a result of cosmetic surgery or other procedures that are not medically necessary (except breast reconstructive surgery following a mastectomy or a cesarean section delivery) other than with respect to an absence from active employment that is the direct result of a complication that arises from such surgery or procedure and which extends the period of absence beyond the standard period of recovery, as determined by the Plan Administrator in its sole and absolute discretion.

### **XIX. Claims Procedure**

A participant who feels he or she is being denied any benefit or right provided under the STD Plan shall have the right to file a written claim with the Plan Administrator. All such claims must be made in writing and submitted to the Plan Administrator and will be considered filed on the date the claim is received by the Plan Administrator.

The notification of the Plan Administrator's decision shall be made not later than 45 days after receipt of the claim, unless special circumstances require an extension of time for processing such request for review, and such extension shall require a decision not later than 105 days after receipt of such request and following appropriate notice of extension (limited to two 30 day extensions). In the event the claim is denied, the Plan Administrator shall, within a reasonable period of time, provide such claimant a statement which shall be written in a culturally and linguistically appropriate manner that is intended to be understood by the claimant. The written statement 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:

- The specific reason or reasons for the denial of benefits;
- A specific reference to the pertinent provisions of the STD Plan upon which the denial is based;
- A description of any additional material or information needed from the claimant and an explanation of why the material or information is needed;
- An explanation of the review procedures and the time limits that apply, including a statement of the claimant's right to sue under Section 502(a) of ERISA;
- A copy of the internal rules, guidelines, other protocols or similar criteria that was relied on to the denial or a statement that this information is available for free on request;
- A discussion of the decision that includes the basis for disagreeing with or not following:
  - (a) the views of health care professionals treating the claimant and vocational professionals who evaluated the claimant that have been presented by the claimant;
  - (b) the views of medical or vocational experts whose advice was obtained on behalf of the STD Plan in connection with the denial, regardless of whether the advice was relied on in making the denial; and
  - (c) a disability determination made by the Social Security Administration regarding the claimant, if presented to the STD Plan;
- If the denial is based on a medical necessity or experimental treatment (or similar exclusion or limit), an explanation of the scientific or clinical judgment relied on, applying the STD Plan's provisions to the claimant's medical circumstances, or statement that this information will be provided free of charge upon request; and

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- A statement that the claimant is entitled to receive, free and upon request, documents relevant to the claimant's claim for benefits.

Within 180 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. The Plan Administrator shall provide the claimant and/or authorized representative, free of charge, with any new or additional evidence considered, relied upon, or generated by the STD Plan in connection with the claim and, if applicable, the rationale for the decision if the denial is upheld. The Plan Administrator must provide this information as soon as possible and sufficiently in advance of the date on which the denial notice on review is required to be provided so that the claimant has a reasonable opportunity to respond before that date.

Within 45 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 90 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. If the appeal is denied, the appeal denial notice shall contain the following information:

- The specific reason or reasons for the denial of benefits;
- A specific reference to the pertinent provisions of the STD Plan upon which the denial is based;
- A statement that the claimant may receive on request copies of documents that: (a) were relied on in making the denial decision; (b) were submitted, considered or generated in making the denial decision; (c) demonstrate compliance with the STD Plan's administrative procedural and administrative safeguards; and (d) are policy statements on how the STD Plan handles treatment claims for the claimant's diagnosis;
- An explanation of the review procedures and the time limits that apply, including a statement of the claimant's right to sue under Section 502(a) of ERISA;
- A copy of the internal rules, guidelines, other protocols or similar criteria that was relied on to the denial or a statement that this information is available for free on request;
- A discussion of the decision that includes the basis for disagreeing with or not following:  
(a) the views of health care professionals treating the claimant and vocational professionals who evaluated the claimant that have been presented by the claimant; (b) the views of medical or vocational experts whose advice was obtained on behalf of the STD Plan in connection with the denial, regardless of whether the advice was relied on in making the denial; and (c) a disability determination made by the Social Security Administration regarding the claimant, if presented to the STD Plan; and
- If the denial is based on a medical necessity or experimental treatment (or similar exclusion or limit), an explanation of the scientific or clinical judgment relied on, applying the STD Plan's provisions to the claimant's medical circumstances, or statement that this information will be provided free of charge upon request.

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If the Plan Administrator determines that an extension of time is needed, the Plan Administrator must provide written notice to the claimant before the end of the initial 45-day period. The extension notice must specify the special circumstances requiring the extension and the date by which a decision is expected to be made by the STD Plan.

The decision of the Plan Administrator shall be in writing and shall include the specific reasons for the decision presented in a culturally and linguistically appropriate manner calculated to be understood by the claimant. The decision of the Plan Administrator shall be final and conclusive.

### **XX. Participation by Affiliates**

Upon specific authorization and subject to such terms and conditions as it may establish, Marathon Petroleum Company LP may permit subsidiaries and affiliated companies to participate in the Plan. Currently, these participating companies include Marathon Petroleum Service Company, Marathon Petroleum Logistics Services LLC, Marathon Refining Logistics Services LLC, and MW Logistics Services LLC.

For purposes of the Plan: (i) the term “Company” and other similar terms means Marathon Petroleum Company LP and, where the context requires, such participating affiliates; and (ii) the term “You” and other similar terms mean an eligible you of Marathon Petroleum Company LP, and, where the context requires, an eligible you of a participating affiliate.

### **XXI. Modification and Termination**

The Company reserves the right to modify or terminate the Plan, in whole or in part, in such manner, as it shall determine, either alone or in conjunction with other plans of the Company. Modification or termination of the Plan may be made by the Company for any reason.

# STD Plan for Specified Employees



## XXII. Important Information

Important Plan Administration Information	
<b>Plan Name</b>	Marathon Petroleum Short Term Disability Plan for Specified Employees
<b>Plan Administrator (Agent for service of legal process) and Named Fiduciary</b>	Marathon Petroleum Employee Benefit Plan Administration Committee P.O. Box 1 Findlay, OH 45839-01 Phone: (419) 422-2121
<b>Employer Identification Number ("EIN")</b>	The EIN of the Plan Sponsor is 31-1537655
<b>Type of Plan</b>	Welfare Benefit Plan
<b>Plan Sponsor</b>	Marathon Petroleum Company LP P.O. Box 1 Findlay, OH 45839-01
<b>Plan Number</b>	522
<b>Plan Funding</b>	Benefits are paid by a trust funded solely by Company contributions
<b>Plan Trustee</b>	Frost National Bank Trust Department 100 West Houston Street San Antonio, TX 78205
<b>Inspection of Plan Documents</b>	Plan documents may be inspected by making a request at any Company Human Resources office or by writing to:  Marathon Petroleum Company LP Benefits Administration 539 South Main Street Findlay, OH 45840
<b>Plan Year</b>	January 1 through December 31

In determining the eligibility of a participant for benefits and in construing the Plan's terms, the Plan Administrator has the power to exercise discretion in the construction of doubtful, disputed, or ambiguous terms or provisions of the Plan, 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 the Plan Administrator deems it to be appropriate, the Plan Administrator may evidence (i) the exercise of such discretion, or (ii) any other type of decision, directive, or determination they may make with respect to the Plan, in the form of a written administrative ruling 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. All decisions of the Plan Administrator made on all matters within the scope of its authority shall be final and binding upon all persons, including the Company, any trustee, 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.



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The Plan Administrator may delegate any of its powers under this Plan, including any of its discretion in the Plan's interpretation and administration to a claims administrator or other individual or entity.

To the extent permitted by ERISA, the Company shall indemnify and save harmless the Plan Administrator and any other fiduciaries of the Plan (other than the Trustee) who are officers, directors, shareholders or employees of the Company or any of its affiliates of any liabilities incurred by them in the exercise and performance of their powers and duties under the Plan to the extent that such protection would be afforded by insurance coverage under ERISA Section 410(b)(3).

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

As a participant in the Marathon Petroleum Company LP Benefit Plans, you are entitled to certain rights and protections under the Employee Retirement Income Security Act ("ERISA"). ERISA provides that all plan participants shall be entitled to:

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

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites, all plan documents governing the plan, including insurance contracts, and a copy of the latest annual reports (Form 5500 Series) filed by the plans 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 plans, including insurance contracts, and copies of the latest annual reports (Form 5500 Series) and updated summary plan descriptions. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial reports. The plan administrator is required by law to furnish each participant with a copy of the summary annual reports.

### **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 plans. The people who operate your plans, called "fiduciaries" of the plans, 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.

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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 reports from the plans 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 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 plans, you should contact the respective 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.

## **XXIV. Questions**

Questions regarding the Marathon Petroleum Short Term Disability Plan for Specified Employees should be directed to:

Marathon Petroleum Absence Management  
(888) 421-2199 (select option 3)  
[HelpBenefitsFMLA\\_Leaves@marathonpetroleum.com](mailto:HelpBenefitsFMLA_Leaves@marathonpetroleum.com)