

Level Premium Life Insurance

**Marathon Petroleum
Level Premium Life Insurance Plan
(Plan Closed to New Members)**

Effective January 1, 2018



Level Premium Life Insurance

Table of Contents

I.	Introduction	1
II.	Eligibility and Effective Date of Insurance.....	2
III.	Coverage During Employment	4
IV.	Employee Contributions	4
V.	Coverage for Retired Members.....	4
VI.	Exclusions.....	5
VII.	Payment of Benefits	5
VIII.	Continuation of Coverage.....	6
IX.	Termination of Coverage.....	7
X.	Conversion and Portability	8
XI.	Assignment of Benefits	9
XII.	Accelerated Benefit	9
XIII.	MetLife Advantages.....	10
XIV.	Benefit Claim Procedure	10
XV.	Appeals of Denied Claims.....	11
XVI.	Administration.....	13
XVII.	Further Information	13
XVIII.	Modification and Termination of the Plan.....	14
XIX.	Participation by Associated Companies and Organizations	15
XX.	Change in Control Provisions.....	16
XXI.	Your Rights Under Federal Law	16
	Appendix A — Eligible Employee Subsets of Participating Companies and Organizations	18
	Appendix B — MetLife Advantages.....	19



Level Premium Life Insurance

This document serves both as the Plan instrument and the Summary Plan Description (“SPD”) that the Company is required to provide to Plan participants of the Marathon Petroleum Level Premium Life Insurance Plan (“Plan”). To the extent not preempted by the Employee Retirement Income Security Act of 1974 (ERISA), the provisions of this instrument shall be construed and governed by the laws of the State of Ohio.

I. Introduction

Effective January 1, 2018, this Plan is amended and restated as applicable for participating employers of the Marathon Petroleum Corporation controlled group with the same basic rights and features of the Marathon Oil Company Level Premium Plan as of January 1, 2010 (“Predecessor Plan”). This Plan is closed to new participants.

Life insurance is a means of providing a measure of financial protection to your beneficiaries in the event of your death. The Marathon Petroleum Level Premium Life Insurance Plan has no savings feature or accumulated cash value. If your coverage terminates for any reason, protection ceases and there are no refunds due.

Definitions:

- A. Marathon Petroleum Corporation controlled group: Marathon Petroleum Company LP, Marathon Petroleum Corporation, Marathon Petroleum Service Company, Marathon Petroleum Logistics Services LLC, Marathon Refining Logistics Services LLC, MW Logistics Services LLC, Speedway LLC, and Speedway Prepaid Card LLC.
- B. Marathon Oil Corporation controlled group: Marathon Oil Company, Marathon Service Company, Marathon Oil Corporation, and Marathon Oil Sands USA, Inc., as structured on the date of the Spin-off of Marathon Petroleum Corporation and its controlled group of employers from Marathon Oil Corporation. Effective July 1, 2011, Marathon Oil Corporation and the employers within its controlled group are classified as a former Affiliated Company as defined below.
- C. USX controlled group: The controlled group to which Marathon Oil Company belonged from March 11, 1982 to December 31, 2001.
- D. Former Affiliated Employer: USX Corporation, United States Steel LLC, United States Steel Corporation and United States Steel and Carnegie Pension Fund; Marathon Oil Company, Marathon Service Company, Marathon Oil Corporation, and Marathon Oil Sands USA, Inc.
- E. Marathon Petroleum Level Premium Plan Retired Member: A member who (i) with the approval of the Plan Administrator is designated an eligible retired member as of the date of Spin-off under the terms of this Plan or the Predecessor Plan (ii) who retires under the terms of the Marathon Petroleum Retirement Plan on or after the date of the Spin-off as an eligible retired member under the terms of this Plan.
- F. Eligible Non-Participating Employer: A non-participating employer member of any of the following:
 - 1. Marathon Petroleum Corporation controlled group as defined and in effect from time to time
 - 2. USX controlled group
 - 3. Former Affiliated Employer



Level Premium Life Insurance

II. Eligibility and Effective Date of Insurance

Except as provided below for employees transferred back to a participating employer of the Marathon Petroleum Corporation controlled group from an Eligible Non-Participating Employer, no new members are permitted.

You are eligible to continue your membership in the Marathon Petroleum Level Premium Life Insurance Plan (the “Level Premium Plan”) if you are a current retired member as defined in this Plan or an employee member who has been continuously insured under the Predecessor Plan and this Plan from June 1, 1984 and you meet one of the following requirements:

- A. You are an employee of a participating employer of the Marathon Petroleum Corporation controlled group (exclusive of Speedway LLC and Speedway Prepaid Card LLC employees) who is classified as a Regular Full-time or Regular Part-time employee and have not elected other contributory life insurance offered by Marathon Petroleum Company LP.
- B. If you are a member of an Employee Subset of Speedway LLC or Speedway Prepaid Card LLC identified in Appendix A, you are eligible for this plan provided you would have otherwise been eligible for coverage under the Transferred Employees provision stated below.
- C. You are a Marathon Petroleum Level Premium Plan Retired Member who was a member of the Level Premium Life Insurance Plan immediately prior to retirement.

Regular Full-time means you have a normal work schedule with the Company of at least 40 hours per week or at least 80 hours on a bi-weekly basis.

Regular Part-time means you are a non-supervisory employee who is employed to work on a part-time basis (minimum of 20 hours but less than 35 hours per week), and not on a time, special job completion, or call when needed basis.

In addition to those who do not meet the eligibility requirements above, you are not eligible for this Plan if you are:

- A. A casual or common law employee who has not been designated by the Company as a Regular Full-time or Regular Part-time employee;
- B. A participant in another contributory life insurance plan offered by the Company;
- C. An individual who has signed an agreement, or has otherwise agreed, to provide services to the Company as an independent contractor, regardless of the tax or other legal consequences of such an arrangement; or
- D. A leased employee compensated through a leasing entity, whether or not you fall within the definition of “leased employee” as defined in Section 414(n) of the Internal Revenue Code.



Level Premium Life Insurance

Transferred Employees Prior to July 1, 2011

If you transferred to a participating employer under the terms of the Predecessor Plan prior to June 1, 1994, from an employer within the former USX controlled group, you were eligible for this Plan on June 1, 1994 provided you were a member of one or more USX controlled group life insurance plans continuously from June 1, 1984, to June 1, 1994, and all such life insurance plans provided company-paid life insurance in retirement.

If you transferred to a participating employer under the terms of the Predecessor Plan on or after June 1, 1994, from an Eligible Non-Participating Employer, you were not eligible to participate in the Level Premium Plan. An exception was made, however, if you returned to a participating employer under the terms of the Predecessor Plan from a previous transfer to an employer within the former USX controlled group provided such previous transfer took place prior to April 1, 1998 and you were a continuous member of a combination of the Level Premium Plan and one or more insured contributory group life insurance plans sponsored by an Eligible Non-Participating Employer from June 1, 1984, to the date of your transfer back to a participating employer under the terms of the Predecessor Plan. If you returned to a participating employer under the terms of the Predecessor Plan from a previous transfer to an Eligible Non-Participating Employer and such previous transfer took place on or after April 1, 1998, you are not eligible to participate in the Level Premium Plan unless you continued your participation in the Level Premium Plan as described in the next paragraph.

For any transfer on or after April 1, 1998, from a participating employer under the terms of the Predecessor Plan of an employee that is a member of the Level Premium Plan to an Eligible Non-Participating Employer, such transferee may continue to participate in the Level Premium Plan provided they do not elect other contributory life insurance offered by the new employer (if any) and they continue to contribute to the Level Premium Plan.

Transferred Employee on or after July 1, 2011

If you transfer to a participating employer of the Marathon Petroleum Corporation controlled group on or after July 1, 2011, from an Eligible Non-Participating Employer, you are not eligible to participate in the Level Premium Plan except as described in the following two paragraphs.

If you transfer to a participating employer of the Marathon Petroleum Corporation controlled group on or after July 1, 2011 but prior to January 1, 2012, from a Former Affiliated Employer, you are not eligible to participate in the Level Premium Plan unless you are a member of the Marathon Oil Company Level Premium Plan at the time of transfer to a participating employer of the Marathon Petroleum Corporation controlled group.

If you return to a participating employer of the Marathon Petroleum Corporation controlled group on or after July 1, 2011, from a previous transfer to an Eligible Non-Participating Employer, you are not eligible to participate in the Level Premium Plan unless you are a member of this Plan at the time of transfer to a participating employer of the Marathon Petroleum Corporation controlled group.



Level Premium Life Insurance

III. Coverage During Employment

The amount of Level Premium Life Insurance payable upon your death will be equal to twice your Covered Compensation adjusted to the next higher \$100 if it is not already \$100. Your coverage and contributions for each calendar year will be based on Covered Compensation which is defined as the greater of an employee's:

- A. Annual Gross Pay in the twelve-month period of time from October 1 to September 30, immediately prior to each Benefits Open Enrollment Period, including pay with eligible Non-Participating Employers, with no adjustments applied for partial year earnings; or,
- B. Annualized Base Rate with the Company or eligible Non-Participating Employer, as of September 30, immediately prior to each Benefits Open Enrollment Period.

Gross pay as used in this Plan shall mean the compensation paid to an employee by his or her employer under rules uniformly applicable to all employees similarly situated; however, bonuses, suggestion awards, military pay, travel pay, overseas premium portion of the foreign service premium, or other similar special payments shall be excluded.

Gross pay shall include employee contributions to the:

- A. Marathon Petroleum Thrift Plan Pre-tax Account;
- B. Marathon Petroleum 125 Plan; and
- C. Marathon Petroleum Health Care Flexible Spending Account.

If at the time you switch from Regular Full-time to Regular Part-time employment you are eligible for retirement, you may continue the same coverage and contributions that were in effect immediately prior to changing your employment status to Regular Part-time.

IV. Employee Contributions

At the present time, your cost for the Level Premium Life Insurance protection is 1% of your Covered Compensation, as defined above in Article III. The Company pays all costs of the Plan in excess of employee contributions.

V. Coverage for Retired Members

Upon retirement, members will have their coverage reduced equally over 40 months (including the first month of retirement) to 25% of the amount of insurance in force immediately prior to their retirement, but not less than \$2,000.

Retired members may make a one-time irrevocable election to maximally reduce, at any time, their coverage to 25% of the coverage in force immediately prior to retirement, minimum \$2,000.

Although coverage in retirement is currently free, the Company reserves the right to amend the Plan at any time to assess a premium for retiree coverage.

If you transferred to an Eligible Non-Participating employer and do not return to a participating employer of the Marathon Petroleum Corporation controlled group you will be permitted to elect retiree coverage under the Level Premium Plan provided you satisfy all the following conditions:



Level Premium Life Insurance

- A. You continued to participate in the Level Premium Plan (including the Predecessor Level Premium Plan) continuously from your date of transfer to your date of satisfying this Plan's definition of a Marathon Petroleum Level Premium Plan Retired Member; and
- B. You are not eligible for any other company-paid retiree life insurance coverage from an Eligible Non-Participating Employer.

For the eligible retired transferee, coverage under the Marathon Petroleum Level Premium Plan will be based on Covered Compensation, as defined in Article III. The level of retiree coverage will be determined as if the transferee had been a member of the Plan prior to his or her retirement date; taking into consideration any applicable Plan changes that occurred while not a member of the Plan.

VI. Exclusions

There are no exclusions that apply to coverage.

VII. Payment of Benefits

You should have designated a beneficiary to receive the benefit payable upon this Plan, but you may update or change your beneficiary designation at any time.

Beneficiary designations and changes are made through MetLife's online beneficiary management system or by calling MetLife at 1-866-574-2864 to request a form during the hours of 8:00 a.m. to 11:00 p.m. (Eastern Time), Monday through Friday. No change in the beneficiary designation shall be effective until it has been received by MetLife.

If using the online method to **create** or **update** a beneficiary record, please follow these instructions:

1. Log on to www.mybenefits.metlife.com and enter **Marathon** in the Company Name field.
2. Click the "Next" button.
3. You will then see the "Welcome to MyBenefits" page where you can register as a MyBenefits user or if you have already registered, enter your name and password.
4. Once you log into MyBenefits, select the "Group Life Insurance" link.
5. Across the top of the page, you will see Life Summary, Learn, Calculate, Beneficiaries, Common Questions, Contact Specialist.
6. Click on "Beneficiaries" and follow instructions to complete.

Once you have completed your sign-in, you will be able to make your beneficiary designation. Any changes to your beneficiary designation are effective immediately and you will receive an electronic notice to print for your records.

The amount of coverage upon your death will be payable to the last properly designated beneficiary according to MetLife's records. If there is no beneficiary designated or if your designated beneficiary is not surviving when a benefit becomes payable (date of death), benefits will be paid by survivor class, in the following order to your:



Level Premium Life Insurance

1. Spouse;
2. Children (either natural born or adopted through a final adoption order issued by a court of competent jurisdiction prior to the date of the member's death) but specifically excluding step-children;
3. Parents;
4. Brothers and sisters; or
5. Executors or administrators of the insured's estate.

Once a claim is approved, if the benefit amount payable to the beneficiary is \$5,000 or more, the claim may be paid by the establishment of a Total Control Account or "TCA." MetLife will establish this interest-bearing account in the beneficiary's name, which provides immediate access to the entire amount of the insurance proceeds. The beneficiary can access the TCA balance at any time without charge or penalty, simply by writing drafts in an amount of \$250 or more.

MetLife will pay interest on the balance in the TCA from the date it is established, and the account provides for a guaranteed minimum rate. Please note the TCA is not a bank account and not a checking, savings or money market account.

VIII. Continuation of Coverage

As described below, during certain absences you may continue your Level Premium Life Insurance coverage by payment of your monthly contributions in advance of the period of coverage provided you do not become eligible to participate in a similar group plan as an employee of another employer. Advance contributions must be paid on or before the last day of each month and, at a minimum, must be in an amount equal to the premium for the following month's coverage plus any unpaid premium for coverage up to and including the due date. If such contributions are not paid in advance or you become eligible to participate in another employer's group plan, your coverage ceases at the end of the period for which contributions have been made.

Upon commencement of a leave of absence, your coverage and contribution amounts will be based on the amount of coverage in force immediately prior to the beginning of your leave. Coverage and contribution amounts thereafter will be calculated in the same manner as for active employees, as described in Article III.

- A. If you are temporarily laid off, you may continue your coverage for up to three months by payment of your contributions in advance.
- B. If you are granted a Sick Leave, you may continue your coverage for up to two years. Any further extension must be approved by the Plan Administrator. As long as you are receiving sick benefits or vacation pay while on leave, your contributions will be deducted. If you are not receiving sick benefits, you may continue your coverage by payment of your contributions in advance.
- C. If you are on a Sick Leave while receiving LTD benefits, your coverage will be continued at no cost to you.
- D. If you are on an Educational Leave or Personal Leave, you may continue your coverage for up to two years by payment of your contributions in advance.



Level Premium Life Insurance

- E. If you are on Family Leave of 12 workweeks or less or a “Wounded Warrior” Family Leave of 26 workweeks or less, your coverage may be continued by payment of your contributions in advance.

If the Company discontinues coverage as a result of your non-payment of premiums while you are on a Family Leave of 12 workweeks or less or a “Wounded Warrior” Family Leave of 26 workweeks or less, upon your return to work, benefits will be restored to at least the same level and terms as were provided when the Family Leave began, subject to any changes in benefit levels that may have taken place during the leave affecting the entire workforce, unless otherwise elected by the employee. Therefore, you shall not be required to meet any qualification requirements such as a waiting period, a pre-existing condition exclusion, waiting for open enrollment or passing a medical exam.

- F. If you are granted a Military Leave to perform service in the uniformed services, you may continue your coverage during your Military Leave and provided the required monthly premiums are paid in advance of the period of coverage. If you choose not to retain coverage or if the Company discontinues Level Premium Life Insurance coverage as a result of your non-payment of premiums while you are on Military Leave, upon your return to work, your coverage will be restored to at least the same level and terms as were provided when your Military Leave began, subject to any changes in benefit levels that may have taken place during the Military Leave affecting the entire workforce, unless otherwise elected by you. Therefore, you will not be required to meet any qualification requirements such as a waiting period, a pre-existing condition exclusion, waiting for open enrollment or passing a medical examination.

IX. Termination of Coverage

Coverage terminates with the following events:

- A. On the date you cease to be a Regular employee who works on a “full-time basis or “part-time basis,” unless you satisfy this Plan’s definition of a Marathon Petroleum Level Premium Plan Retired Member;
- B. On the first day of the month following the month in which premium is due and not paid; or
- C. As specified above in Article VIII.

Except when you are making pre-tax contributions through the Marathon Petroleum 125 Plan (“125 Plan”), you may elect to discontinue coverage at any time. In such case, coverage ceases on the date such written election is received by the Company or the date you request, whichever is later. If you are making 125 Plan contributions, you may discontinue coverage only in accordance with the provisions of the 125 Plan.

If at any time in the future, you waive coverage under the Level Premium Plan, such waiver will be irrevocable and no further coverage as an active employee or retiree will be available from this plan. (Unless you are on an FMLA covered leave, as stated in Section VIII. above)



Level Premium Life Insurance

X. Conversion and Portability

Upon retirement, you may apply for “Conversion” coverage or request “Portability” coverage on the amount of coverage that reduces each month, as defined in Article V. of this Plan. You cannot convert and port the same type of coverage; you must apply to do one or the other.

A. Conversion

Conversion allows you to convert the reduced portion of your group coverage under this Plan to an individual life insurance policy, without providing evidence of insurability.

The following rules apply to the Conversion option:

1. You must apply for conversion and pay the first premium within 31 days after the date your employment terminates or you are no longer eligible to participate in the coverage of the plan;
2. The maximum amount that you can convert is the amount of coverage that has reduced, although a lower amount may be converted;

Once the coverage has been converted, the policy belongs to the insurance company and may not provide the same benefits or coverage as this Plan. The cost of the converted policy will reflect your age, class of risk, and amount of coverage.

For more details, including information about the cost of converted coverage, or to request an application for conversion, contact the insurance company at 1-866-574-2864.

B. Portability

Portability allows you to continue or “port” the reduced portion of your group coverage under a separate group policy, without providing evidence of insurability.

The following rules apply to the Portability option:

1. You must apply for portable coverage and pay the first premium within 31 days after the date your employment terminates or from the date you are no longer eligible to participate in the Plan.
2. The amount of ported employee coverage reduces to 50% of the original value at age 70.
3. Ported coverage terminates on the first of the month following the employee’s 100th birthday.

You are not eligible to request portable coverage if:

1. You have converted your insurance to an individual life policy under the terms of the Conversion option above; or
2. Your coverage ends because you failed to pay the required premium under the terms of the Plan.
3. You already ported the entire reduced amount of your coverage.



Level Premium Life Insurance

The amount of life insurance coverage you can port is the amount you are insured for under this Plan at the time you port, subject to the following limits:

1. A minimum of \$10,000;
2. A maximum of \$2,000,000 from all group plans combined (Basic Life, Level Premium and Optional AD&D combined);

If your group coverage ends due to termination of this Plan or due to the amendment of this Plan to end the group coverage for an eligible class of which you are a member, the maximum amount of life insurance coverage that you can port is the lesser of:

1. The amount you are insured for when this Plan ends less the amount of life insurance for which you become eligible under any other group policy issued to replace this Plan; or
2. \$10,000.

For more information or to request an application for portable coverage, call the insurance company at 1-866-574-2864.

XI. Assignment of Benefits

You may assign your life insurance by completing and submitting the applicable form to the insurance company. No assignment will be in effect until a copy is filed with the insurance company.

An assignment will transfer your interest and that of any beneficiary to the assignee. If you assign your insurance, you irrevocably relinquish all ownership rights, including the right to change beneficiaries, increase coverage, decrease coverage and cancel coverage.

Once assigned, the assignee is given the right to make changes in the coverage. Assignees can make changes during Benefits Open Enrollment Period by providing a notarized statement that specifies the desired change in coverage, the insured's name, social security number or employee number and the assignee's name, address, telephone and social security number.

Any such assignment will remain in force until changed by the assignee. MetLife is not responsible for the validity or sufficiency of any assignment.

Since individual situations differ and tax laws are subject to change, the Company recommends you seek qualified tax advice before you assign any insurance.

XII. Accelerated Benefit

If you become terminally ill while insured under this Plan, you may elect to receive an Accelerated Benefit of up to 100% of your total amount of coverage in effect on the date MetLife receives satisfactory evidence that you are terminally ill, up to a maximum of \$1,000,000.

The Accelerated Benefit is available on a voluntary basis and your right to exercise this option is contingent on the following:

1. You request this election, in writing;
2. You have not previously assigned your coverage;



Level Premium Life Insurance

3. Your physician must certify, in writing, that you are terminally ill and your life expectancy has been reduced to less than 12 months;
4. The physician's certification must be deemed satisfactory to the insurance company; and
5. You must be terminally ill at the time of payment of the Accelerated Benefit.

Premium payments on the remaining amount of your life insurance coverage will be waived.

An election to receive an Accelerated Benefit will have the following effect on other benefits:

1. The death benefit payable will be reduced by any amount of Accelerated Benefit that has been paid; and
2. Any amount of life insurance that may be available under the conversion privilege will be reduced by the amount of the Accelerated Benefit paid. Any remaining life insurance amount will be paid according to the terms of the Plan subject to any reduction and termination provisions.

Benefits may be taxable. MetLife is not responsible for any tax or other effects of any benefit paid. As with all tax matters, you should consult your personal tax advisor to assess the impact of this benefit.

XIII. MetLife Advantages

Please refer to Appendix B for additional services that are part of the Marathon Petroleum Level Premium Life Insurance Plan.

XIV. Benefit Claim Procedure

To file a claim, you or your survivor should contact the Plan Administrator. The Plan Administrator will then assist you (or your survivor) with the claim filing process with MetLife. MetLife shall notify you of the claim determination within 90 days of the receipt of your claim. This period may be extended if such an extension is necessary due to matters beyond the control of the Plan. A written notice of the extension, the reason for the extension and the date by which the Plan expects to decide your claim, shall be furnished to you within the initial 90-day period.

However, if a period of time is extended due to your failure to submit information necessary to decide the claim, the period for making the benefit determination by MetLife will be tolled (i.e., extended) for any period of time MetLife is waiting for a response from you. The tolled (extended) time runs from the date the notice explaining the need for additional information is sent to you to the date MetLife receives a response. After the response, MetLife has the benefit of extension.

If your claim for benefits is denied, in whole or in part, you or your authorized representative will receive a written notice from MetLife of your denial. The notice will be written in a manner calculated to be understood by you and shall include:

1. The specific reason(s) for the denial;
2. References to the specific Plan provisions on which the benefit determination was based;
3. A description of any additional material or information necessary for you to perfect a claim and an explanation of why such information is necessary;



Level Premium Life Insurance

4. A description of MetLife's appeals procedures and applicable time limits, including a statement of your right to bring a civil action under Section 502(a) of ERISA following your appeals; and
5. If an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon request.

Appointment of Authorized Representative

An authorized representative may act on behalf of a claimant with respect to a benefit claim or appeal under the Plan's claim and appeal procedures. No person will be recognized as an authorized representative until the Plan receives an *Appointment of Authorized Representative* form signed by the claimant.

An *Appointment of Authorized Representative* form may be obtained from, and completed forms must be submitted to, the Marathon Petroleum Benefits Service Center, 539 S. Main Street, Findlay, OH 45840, 1-888-421-2199, or the appropriate claims administrator. The form is also available on <http://www.myMPCbenefits.com>.

Once an authorized representative is appointed, the Plan shall direct all information, notification, etc. regarding the claim to the authorized representative. The claimant shall be copied on all notification regarding decisions, unless the claimant provides specific written direction otherwise.

A representative who is appointed by a court or who is acting pursuant to a document recognized under applicable state law as granting the representative such authority to act, can act as a claimant's authorized representative without the need to complete the form, provided the Plan is provided with the legal documentation granting such authority.

A claimant may also need to sign an authorization form for the release of protected health information to the authorized representative.

XV. Appeals of Denied Claims

If your claim for benefits is denied or if you do not receive a response to your claim within the appropriate time frame (in which case the claim for benefits is deemed to have been denied), you or your representative may appeal your denied claim in writing to MetLife within 60 days of the receipt of the written notice of denial or 60 days from the date such claim is deemed denied. You may submit with your appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

A full review of the information in the claim file and any new information submitted to support the appeal will be conducted by the MetLife, utilizing individuals not involved in the initial benefit determination. This review will not accord any deference to the initial benefit determination.



Level Premium Life Insurance

MetLife shall make a determination on your claim appeal within 60 days of the receipt of your appeal request. This period may be extended if MetLife determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date that MetLife expects to render a decision shall be furnished to you within the initial 60 day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled (extended) for any period of time MetLife is waiting for a response from you. The tolled (extended) time runs from the date the notice explaining the need for additional information is sent to you to the date MetLife receives a response. After the response, MetLife has the benefit of extension.

If the claim on appeal is denied in whole or in part, you will receive a written notification from MetLife of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include:

1. The specific reason(s) for the adverse determination;
2. References to the specific Plan provisions on which the determination was based;
3. A statement that you are entitled to receive upon request and free of charge reasonable access to, and make copies of, all records, documents and other information relevant to your benefit claim upon request;
4. A description of MetLife's review procedures and applicable time limits;
5. A statement that you have the right to obtain upon request and free of charge, a copy of internal rules or guidelines relied upon in making this determination; and
6. A statement describing any appeals procedures offered by the Plan, and your right to bring a civil suit under ERISA.

If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

Finality of Decision and Legal Action

A claimant must follow and fully exhaust the applicable claims and appeals procedures described in this Plan before taking action in any other forum regarding a claim for benefits under the Plan. Any suit or legal action initiated by a claimant under the Plan must be brought by the claimant no later than three years following a final decision on the claim for benefits under these claims and appeals procedures. The three-year statute of limitations on suits for benefits applies in any forum where a claimant initiated such suit or legal action. If a civil action is not filed within this period, the claimant's benefit claim is deemed permanently waived and abandoned, and the claimant will be precluded from reasserting it.

Level Premium Life Insurance

XVI. Administration

Important Plan Administration Information	
Plan Name	Marathon Petroleum Level Premium Life Insurance Plan
Plan Administrator (Agent for service of legal process)	David R. Sauber 539 South Main St. Findlay, OH 45840 Phone: (419) 422-2121
Employer Identification Number	31-1537655
Type of Plan	Welfare Benefit Plan
Plan Sponsor	Marathon Petroleum Company LP 539 South Main Street Findlay, OH 45840
Plan Number	557
Inspection of Plan Documents	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
Plan Year	Ends on December 31, and its records are kept on a calendar year basis.
Insurance Company	MetLife P.O. Box 6100 Scranton, PA 18505-6100 866-574-2864
Policy/Contract Number	37600

XVII. Further Information

This text along with the more detailed provisions of the insurance contract, which forms part of this Plan, issued to the Company provide the exact terms of the coverage of this Plan. The insurance contract with The MetLife is incorporated by reference as part of this Plan Document. The terms of the MetLife contracts prevail in the event of a conflict with any other Plan provisions or other document. MetLife will make all determinations concerning eligibility for benefits under the Plan.

In determining the eligibility of participants for benefits and in construing the Plan's terms, the Plan Administrator (or the insurance company in cases where it has the authority to make determinations concerning eligibility for benefits) has the 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:



Level Premium Life Insurance

1. The exercise of such discretion; or
2. 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.

All decisions of the Plan Administrator (or the insurance company 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, 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.

XVIII. Modification and Termination of the Plan

The Company reserves the right to modify or terminate this Plan, in whole or in part, in such manner, as it shall determine.

Marathon Petroleum Company LP may exercise its reserved rights of amendment, modification or termination:

1. By written resolution by the Board of Directors of Marathon Petroleum Corporation;
2. By written resolution by the General Partner of Marathon Petroleum Company LP;
3. By written resolution by the Executive Committee;
4. By written actions exercised by any other committee, for example the Marathon Petroleum Corporation Salary and Benefits Committee (the Salary and Benefits Committee”), to which the Board of Directors of Marathon Petroleum Corporation or the Executive Committee has specifically delegated rights of amendment, modification or termination; or
5. By written actions exercised by any other entity or person to which or to whom the Board of Directors of Marathon Petroleum Corporation, the Executive Committee or the Salary and Benefits Committee has specifically delegated rights of amendment, modification, or termination.

In addition to the other methods of amending the Company’s employee benefit plans, policies, and practices (hereinafter referred to as “MPC Employee Benefit Plans”) which have been authorized, or may in the future be authorized, by the Marathon Petroleum Corporation Board of Directors; the Marathon Petroleum Corporation Senior Vice President of Human Resources and Administrative Services may approve the following types of amendments to MPC Employee Benefit Plans:

1. With the opinion of counsel, technical amendments required by applicable laws and regulations;
2. With the opinion of counsel, amendments that are clarifications of Plan provisions;



Level Premium Life Insurance

3. Amendments in connection with a signed definitive agreement governing a merger, acquisition or divestiture such that, for MPC Employee Benefit Plans, needed changes are specifically described in the definitive agreement, or if not specifically described in the definitive agreement, the needed changes are in keeping with the intent of the definitive agreement;
4. Amendments in connection with changes that have a minimal cost impact (as defined below) to the Company; and
5. With the opinion of counsel, amendments in connection with changes resulting from state or federal legislative actions that have a minimal cost impact (as defined below) to the Company.

For purposes of the above, “minimal cost impact” is defined as an annual cost impact to the Company per MPC Employee Benefit Plan case that does not exceed the greater of:

1. An amount that is less than one-half of one percent of its documented total cost (including administrative costs) for the previous calendar year; or
2. \$500,000.

The Board of Directors of Marathon Petroleum Corporation or the Executive Committee has delegated to the Salary and Benefits Committee the authority to amend, modify, or terminate this Plan at any time. This authority delegated to the Salary and Benefits Committee shall be exercised in writing.

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 include, but are not limited to, Marathon Petroleum Company LP, Marathon Petroleum Corporation, Marathon Petroleum Service Company, Marathon Petroleum Logistics Services LLC, MW Logistics Services LLC, Marathon Refining Logistics Services LLC, Speedway LLC., and Speedway Prepaid Card LLC. Employee eligibility within these participating companies may be limited to certain employee subsets, as identified in Appendix A. In addition, eligible subsets of employees must satisfy all eligibility provisions otherwise provided by this Plan.

The term “Company” and other similar words shall include Marathon Petroleum Company LP and such affiliated organizations. The term “employee” and other similar words shall include any eligible employee of these companies.



Level Premium Life Insurance

XX. Change in Control Provisions

Employees who are eligible for a cash severance benefit under the Marathon Petroleum Change in Control Severance Benefits Plan and who satisfy all the requirements for Change in Control benefits will be eligible to receive extended coverage for 18 months as follows:

Eligible terminated employees (including those eligible to retire at the time of termination) who immediately prior to termination were enrolled in contributory age-based life insurance, have the opportunity to continue coverage under the terms and conditions of the Marathon Petroleum Life Insurance Plan as applied to active employees for a period of 18 months. The terminated employee shall pay the active employee rate with respect to coverage during the eighteen (18) months following the termination date and, thereafter (if applicable), may apply for conversion or portability under provisions of the Plan.

XXI. 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, as required by law, a summary of a plans’ annual financial 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.



Level Premium Life Insurance

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 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.

Appendix A

Eligible Employee Subsets of Participating Companies and Organizations

- Marathon Petroleum Corporation
 - Regular employees
- Marathon Petroleum Company LP
 - Regular employees
- Marathon Petroleum Service Company
 - Regular employees
- Marathon Petroleum Logistics Services LLC
 - Regular employees
- Marathon Refining Logistics Services LLC
 - Regular employees
- MW Logistics Services LLC
 - Regular employees
- Speedway LLC
 - Regular employees in Salary Grades 12 and Above
- Speedway Prepaid Card LLC
 - Regular employees in Salary Grades 12 and Above

Appendix B

MetLife Advantages

The following services are included as part of the Level Premium Life Insurance and are available to you at no cost:

- **Grief Counseling and Funeral Assistance**¹ provides you and your beneficiaries access to up to 5 Grief Counseling sessions either face-to-face or over the phone and related concierge services to help cope with grief or mourning due to a death, an illness, a divorce, or loss of a job. Grief Counseling sessions provide valuable, confidential and professional support during a difficult time. Specialists can assist you, your loved ones, and/or your beneficiaries with customizing funeral arrangements through referrals and other resources.
- **Delivering the Promise** is designed to help beneficiaries sort through the details and serious questions about claims and financial needs during a difficult time. MetLife has arranged for Massachusetts Mutual Life Insurance Company (MassMutual) financial professionals to be available for assistance in-person or by telephone to help with filing life insurance claims, government benefits and help with financial questions.
- **Travel Assistance with ID Theft**² offers you and your family access to emergency services while traveling (domestically or internationally) plus the advantage of concierge assistance for personal and work-related travel and entertainment requests. Identity Theft Solutions is also available to help educate you on identity theft prevention and provide assistance that alleviates the stress victims of identity theft often face. Lastly, you also have access to Mobile Assist which provides information to help avoid expensive mobile telephone charges and help effectively use overseas options.
- **WillsCenter.com**³ offers an online document preparation service that can help you or your spouse prepare a will, living will, power of attorney and HIPAA authorization form. The site is available 24 hours a day, 7 days a week and requires a simple one-time registration.
- **MetLife Infinity**⁴ helps you create a digital legacy for your beneficiaries, estate administrators and others who play important roles in your major life events. MetLife Infinity offers a unique way to capture and securely store your important documents including deeds, wills and life stage planning documents, as well as photos and videos. You can also share important life events, milestones and other memorable activities for future use.
- **Face-to-Face Will Preparation**⁵ provides access to an attorney to help you or your spouse create a will or living will, modify an existing will and create a power of attorney document. In addition, you may access an attorney as many times as you need to make updates to these documents. Reimbursement is also available for out-of-network attorneys with set fees.

See footnotes on page 20.



Level Premium Life Insurance

- **Face-to-Face Estate Resolution Services**⁵ provides your beneficiaries and executors/administrators access to face-to-face legal representation for probating your and your spouse's estate. Probate services include preparation of documents and representation at court proceedings needed to transfer the probate assets from the estate to the heirs, and completion of correspondence necessary to transfer non-probate assets.
- **Dignity Memorial Funeral Discount**⁶ provides up to 10% off the standard price for certain funeral expenses, including funeral, cremation, and cemetery services, when provided through a Dignity Memorial provider. Dignity Memorial provides planning services that are available online, via phone or by paper, and professional funeral consultants who are available 24/7 to guide you through the process. You also have unlimited access to Dignity's end-of-life planning tool and resource library, as well as bereavement travel services to assist with travel arrangements. These services and discounts are available to you, your spouse, and children as well as your parents, grandparents and great-grandparents.

¹ Grief Counseling and Funeral Planning services are provided through an agreement with Harris, Rothenberg International (HRI), Inc. HRI is not an affiliate of MetLife, and the services HRI provides are separate and apart from the insurance provided by MetLife. HRI has a nationwide network of over 35,000 counselors. Counselors have master's or doctoral degrees and are licensed professionals. Subject to state regulatory approval, not approved in all states. The Grief Counseling program does not provide support for issues such as: domestic issues, parenting issues, or marital/relationship issues (other than a finalized divorce). For such issues, members should inquire with their human resources department about available company resources. This program is available to a insureds, their dependents and beneficiaries who must have received a serious medical diagnosis or suffered a loss that has occurred, meaning, the diagnosis or loss must have taken place (death in the family, job loss, a finalized divorce or separation). Events that may result in a loss are not covered under this program unless and until such loss has occurred.

² Travel Assistance and Identity Theft Solutions services are administered by AXA Assistance USA, Inc. Certain benefits provided under the Travel Assistance program are underwritten by Certain Underwriters at Lloyd's London (not incorporated) through Lloyd's Illinois, Inc. Neither AXA Assistance USA Inc. nor the Lloyd's entities are affiliated with MetLife, and the services and benefits they provide are separate and apart from the insurance provided by MetLife.

³ WillsCenter.com is a document service provided by SmartLegalForms, Inc., an affiliate of Epoq Group, Ltd. SmartLegalForms, Inc. is not affiliated with MetLife and the WillsCenter.com service is separate and apart from any insurance or service provided by MetLife. The WillsCenter.com service does not provide access to an attorney, does not provide legal advice, and may not be suitable for your specific needs. Please consult with your financial, legal, and tax advisors for advice with respect to such matters.

⁴ MetLife Infinity is offered by MetLife Consumer Services, Inc., an affiliate of Metropolitan Life Insurance Company. MetLife Infinity is available to anyone regardless of affiliation with MetLife.

⁵ Will Preparation and MetLife Estate Resolution Services are offered by Hyatt Legal Plans, Inc., a MetLife company, Cleveland, Ohio. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and affiliates, Warwick, Rhode Island. For New York situated cases, the Will Preparation service is an expanded offering that includes office consultations and telephone advice for certain other legal matters beyond Will Preparation. Tax Planning and preparation of Living Trusts are not covered by the Will Preparation Service. Certain services are not covered by Estate Resolution Services, including matters in which there is a conflict of interest between the executor and any beneficiary or heir and the estate; any disputes with the group policyholder, MetLife and/or any of its affiliates; any disputes involving statutory benefits; will contests or litigation outside probate court; appeals; court costs, filing fees, recording fees, transcripts, witness fees, expenses to a third party, judgments or fines; and frivolous or unethical matters.

⁶ Services are provided through an agreement with SCI Shared Resources, LLC ("SCI"). SCI is not an affiliate of MetLife, and the services SCI provides are separate and apart from the insurance provided by MetLife. The Dignity Memorial brand name is used to identify a network of licensed funeral, cremation and cemetery providers that comprise the Dignity Memorial network. The Dignity Memorial network includes affiliates of Service Corporation International, 1929 Allen Parkway, Houston, Texas. Not yet available in some states. www.finalwishesplanning.com. Discounts through Dignity Memorial's network of funeral providers are pre-negotiated.