

CAUTION

Occupational Accidental Death

**Marathon Petroleum
Occupational Accidental Death
Benefit Plan**

Effective January 1, 2023



Occupational Accidental Death

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Occupational Accidental Death

This document serves both as the plan document and the summary plan description for the Marathon Petroleum Occupational Accidental Death (“OAD”) Benefit Plan. To the extent not preempted by the Employee Retirement Income Security Act of 1974 (“ERISA”), the provisions of this instrument will be construed and governed by the laws of the State of Ohio.

I. Purpose

The Occupational Accidental Death Benefit Plan (“Plan”) is designed to provide insurance protection if your death results directly from an accident which occurs while you are engaged in the actual performance of Company duty.

II. Eligibility

If you are classified as a Regular Full-time employee, a Regular Part-time employee, a Casual employee, or an Intern, you are automatically insured for coverage under this Plan on the first day of your employment. For purposes of this Plan:

1. 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.
2. 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.
3. A Regular employee includes International Commuters and Seasonal employees.
4. Casual means you are employed to work on a time, special job completion, or call when needed basis.

You are not eligible for this Plan if you are:

1. 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
2. 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.

III. Cost

The Company pays the full cost of the Plan.

IV. Amount of Coverage

The amount of insurance coverage for Regular and Casual employees is the greater of:

1. \$500,000; or
2. Twice your Gross Pay from the Company in the 12 calendar months immediately prior to your death; but
3. Not to exceed \$1,500,000.

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If you have been in the Plan for less than 12 months, your average monthly gross pay will be used in computing 12 months' earnings.

If you have an approved absence of 30 or more consecutive days at less than full pay, your 12-month total will be adjusted so that such an absence will not reduce your benefit.

V. Definition of Annual Gross Pay

For purposes of this Plan, Gross Pay means the compensation paid to you by the Company under rules uniformly applicable to all employees similarly situated.

Gross Pay includes Geographical Pay Differential, as well as employee contributions to the Marathon Petroleum Thrift Plan Pre-tax Account, premiums paid through the Marathon Petroleum 125 Plan, and contributions to the Marathon Petroleum spending accounts.

Gross Pay excludes bonuses, suggestion awards, military pay, and travel pay; Location Premium Pay, Critical Position Premium, and other similar special payments are also excluded.

VI. Method of Providing Coverage

The Occupational Accidental Death insurance coverage is provided through an insurance policy with MetLife.

VII. Payment of Benefit

The insurance benefit is payable only if all of the following conditions are satisfied:

1. Your death is the direct result of an accident which occurs while you are engaged in the actual performance of a Company duty, including travel that is required for business purposes;
2. Your death results independently of all causes other than the accident; and
3. Your death occurs within 365 days from the date of the accident.

Note: An accident which occurs during your regular commute to or from work is excluded.

VIII. Beneficiary

At the time you become covered under this Plan, you should designate a beneficiary to receive the benefit payable upon your death. Beneficiary designations and changes are made through the MetLife online beneficiary management system.

To make beneficiary designations or updates, log in to MetLife's beneficiary management system at www.mybenefits.metlife.com or call 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 beneficiary designation will be effective until it has been received and approved by MetLife.

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The benefit amount payable upon death will be paid in a single lump sum 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:

1. Spouse/domestic partner;
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 (acquired through marriage or certification of domestic partnership);
3. Parents;
4. Brothers and sisters; or
5. Executors or administrators of your estate.

Once a benefit 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 may 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.

IX. Assignment of Benefits

Your Occupational Accidental Death Benefit is not assignable.

X. MetLife Advantages

Please refer to Appendix A for additional services that are part of the Marathon Petroleum Occupational Accidental Death Benefit Plan.

XI. Exclusions

In no event will a benefit payment be made under this Plan where the insured's death is caused directly or indirectly by, results from, or where there is a contribution from, any of the following:

1. Intentionally self-inflicted injury;
2. Suicide or attempted suicide;
3. Committing or attempting to commit a felony;
4. Physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
5. Infection, other than infection occurring in an external accidental wound;

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6. The voluntary intake or use by any means of:
 - a. Any drug, medication or sedative, unless it is taken or used as prescribed by a Physician or an “over the counter” drug, medication or sedative taken as directed; or
 - b. Alcohol in combination with any drug, medication, or sedative; or
 - c. Poison, gas, or fumes;
7. The injured party’s intoxication¹ at the time of the incident where the injured party is the operator of a vehicle or other device involved in the accident; or
8. Travel or flight in (including getting in, out, on, or off of) any type of aircraft, unless such aircraft:
 - a. Has a valid Certificate of Airworthiness issued by the Federal Aviation Administration; or is operated by the Armed Forces of the United States; or is registered outside of the United States and meets standards for airworthiness as established by the local organization or authority empowered to set such standards; and
 - b. Is flown by an individual who has a valid certificate and/or license; or, if the aircraft is operated by the Armed Forces of the United States, is flown by an individual who is authorized to fly such aircraft.

XII. Termination of Coverage

Plan coverage terminates on the date you cease to be classified as a Regular Full-time employee, a Regular Part-time employee, a Casual employee, or an Intern.

Plan coverage is suspended while you are on a layoff, a leave of absence, or are subject to a work stoppage.²

XIII. Benefit Claim Procedures

To file a claim for benefits under the Plan, your beneficiary or the beneficiary’s authorized representative (the “claimant”) must contact the Marathon Petroleum Benefits Service Center. The Benefits Service Center will assist the claimant with the claim filing process with MetLife.

MetLife will notify the claimant of the claim determination within 90 days of the receipt of the 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 the claim, will be furnished to the claimant within the initial 90-day period.

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

¹ Intoxication means that the injured person’s blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred.

² “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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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 the claimant to perfect a claim and an explanation of why such information is necessary;
4. A description of MetLife's appeals procedures and applicable time limits, including a statement of the claimant's right to bring a civil action under section 502(a) of ERISA following the claimant's 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

As noted above, 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 will direct all information, notification, etc., regarding the claim to the authorized representative. The claimant will 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.

XIV. Appeals of Denied Claims

If a claim for benefits is denied or if the claimant does not receive a response to the claim within the appropriate time frame (in which case the claim for benefits is deemed to have been denied), the claimant may appeal the 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. The claimant may submit with the appeal any written comments, documents, records and any other information relating to the claim. Upon the claimant's request, the claimant will also have access to, and the right to obtain copies of, all documents, records and information relevant to the 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 MetLife, utilizing individuals not involved in the initial benefit determination. This review will not accord any deference to the initial benefit determination.

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MetLife will make a determination on the claim appeal within 60 days of the receipt of the 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 will be furnished to the claimant within the initial 60-day period. However, if the period of time is extended due to the claimant's failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled (i.e., extended) for any period of time MetLife is waiting for a response from the claimant. The tolled (extended) time runs from the date the notice explaining the need for additional information is sent to the claimant 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, the claimant will receive a written notification from MetLife of the denial. The notice will be written in a manner calculated to be understood by the claimant and will 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 the claimant is entitled to receive upon request and free of charge reasonable access to, and make copies of, all records, documents and other information relevant to the benefit claim upon request,
4. A description of MetLife's review procedures and applicable time limits;
5. A statement that the claimant has 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 the claimant's right to bring a civil suit under ERISA.

If a decision on appeal is not furnished to the claimant within the time frames mentioned above, the claim will 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.

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XV. Administration

Important Plan Administration Information	
Plan Name	Marathon Petroleum Occupational Accidental Death Benefit Plan
Plan Administrator (Agent for service of legal process)	Jonathan M. Osborne P.O. Box 1 539 South Main Street Findlay, OH 45839-01 Phone: (419) 422-2121
Employer Identification Number	31-1537655
Type of Plan	Employee Welfare Benefit Plan providing death benefits
Plan Sponsor	Marathon Petroleum Company LP 539 South Main Street Findlay, OH 45840
Plan Number	560
Inspection of Plan Documents	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
Plan Year	January 1 through December 31
Administration and Funding	The Plan's benefits are fully insured by the MetLife insurance and such benefits will be paid out from that policy.
Insurance Company	MetLife P.O. Box 6100 Scranton, PA 18505-6100 866-574-2864
Policy/Contract Number	37600

XVI. Further Information

This text along with the more detailed provisions of the insurance contract issued to the Company provide the exact terms of the coverage of this Plan. The insurance contract with 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 provision 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:

1. The exercise of such discretion; or

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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, will 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 will be final and binding upon all persons, including the Company, any trustee, all participants, their beneficiaries, 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 will be the “arbitrary and capricious” standard of review.

XVII. Modification and Termination of the Plan

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

XVIII. 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 Service Company, Marathon Petroleum Logistics Services LLC, and Marathon Refining Logistics Services LLC.

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

XIX. Your Rights Under Federal Law

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act (“ERISA”). ERISA provides that all Plan participants are 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 report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive, as required by law, a summary of the Plan’s annual financial report, if applicable.

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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 Plan. The people who operate the Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual reports from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan 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 the 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.

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Appendix A

MetLife Advantages

The following services are included as part of the MetLife insurance policy used for this Plan and are available to you and your beneficiaries at no cost:

- **Grief Counseling**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, no matter the circumstances — whether it's a death, an illness or a divorce. Grief Counseling sessions and related services provide valuable, confidential and professional support during a difficult time to help address personal and funeral planning needs — at no extra cost.
- **Funeral Planning Services**¹ offers valuable benefits that span the entire loss spectrum, from planning for a loss to support following a loss and help finding closure. These services are designed to simplify the process for your family and beneficiaries and make it easier to organize an event that will honor a loved one's life. Funeral planning services range from a self-paced funeral planning guide to locating funeral homes and other providers like caterers, florists and headstone vendors, to obtaining cost estimates, and to finding local support groups.
- **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 an arrangement with specially-trained third party financial professionals to provide extra assistance as you file a claim.
- **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.

See footnotes on page 11.

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- ¹ Grief Counseling and Funeral Planning services are provided through an agreement with LifeWorks US Inc. LifeWorks is not an affiliate of MetLife, and the services LifeWorks provides are separate and apart from the insurance provided by MetLife. LifeWorks has a nationwide network of over 30,000 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 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.