Marathon Oil Company
Accidental Death & Dismemberment
Insurance Plan

Amended and Restated as of January 1, 2012

Marathon Oil Corporation

Accidental Death & Dismemberment

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Accidental Death & Dismemberment

This document serves both as the Plan instrument and the Summary Plan Description (SPD) for the Marathon Oil Company Accidental Death & Dismemberment Insurance Plan that the Company is required to provide to Plan participants. 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 Texas.

I. Introduction

Accidental Death and Dismemberment (AD&D) Insurance is a means of providing a measure of financial protection to you and/or your beneficiaries in the event of your (or a covered dependent's) accidental death or dismemberment. The Marathon Oil Company Accidental Death and Dismemberment Insurance Plan ("Plan") has no savings feature or accumulated cash value. If your coverage terminates for any reason, protection ceases and there are no refunds due.

II. Eligibility — Employees

If you are classified as a Regular Full-time or Regular Part-time employee, you are eligible to enroll for AD&D Insurance.

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. However, if your work schedule is reduced to 20 hours or more per week to accommodate a bona fide health problem or disability, you will nonetheless be considered to be employed on a Regular Full-time basis for purposes of Plan eligibility.

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.

You are **not** eligible for this Plan if you are:

- Enrolled under another Accidental Death and Dismemberment Insurance Plan sponsored by an employer of the controlled group to which Marathon Oil Company belongs.
- A casual or common law employee who has not been designated by the Company as a Regular Full-time or Regular Part-time employee;
- 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
- 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. Eligibility — Dependents

If you enroll in the Plan, you may also elect coverage for your dependents. If, at the time of a covered loss you are enrolled in Employee and Spouse, Employee and Child(ren) or Employee and Family coverage, a benefit becomes payable provided at the time of the covered loss your covered dependents are eligible under the terms of this Plan, as defined below:

- Spouse: Your wife or husband.
- Child(ren): Your child up to 26 years of age who is one of the following:
  - Your blood descendant of the first degree;
  - Your legally adopted child (including a child living with the you during the period of probation);
  - Your stepchild whose permanent residence is with you; or
  - A child, whose parents are both deceased, and for whom you have legal custody as determined by a court of competent jurisdiction and whose permanent residence is with you.
- Dependent Mentally Retarded or Physically Handicapped Child: Your unmarried child, of any age, who is mentally retarded or physically handicapped and primarily dependent upon you for support.

Your spouse and children are not eligible if they are enrolled under another Accidental Death and Dismemberment Insurance Plan sponsored by an employer of the controlled group to which Marathon Oil Company belongs.

The effective date of coverage for your qualified dependents is the same date as that of your coverage or on the date such dependents are acquired, whichever is the later.

IV. Types of Coverage

You may elect to enroll in the Plan for coverage as follows:

- Employee only;
- Employee and Spouse;
- Employee and Children; or
- Employee and Family.

V. Amount of Coverage

You may elect to enroll for a principal sum of AD&D Insurance in any amount from $10,000 to $100,000 in multiples of $10,000 or any amount from $100,000 to $250,000 in multiples of $50,000. If you enroll for dependent coverage, the principal sum amounts of AD&D Insurance applicable to your eligible dependents will be a percentage of the principal sum amount of AD&D Insurance applicable to you as follows:

Type of Coverage	Percentage of Your Principal Sum of AD&D Insurance		
	Employee	Spouse	Each Child
Employee Only	100%	0%	0%
Employee and Spouse	100%	60%	0%
Employee and Children	100%	0%	25%*
Employee and Family	100%	50%	15%*

* Subject to a maximum of $37,500.

VI. Effective Date of Coverage

The effective date of your AD&D Insurance depends upon when you enroll and whether or not you are actively at work on that date, as follows:

A. Timely Enrollment

Coverage will be effective on your first day of employment, provided your election is made online or your paper enrollment form is received by the Benefits Service Center or signed and dated by a Company representative on your first or second day of employment. Benefit enrollment elections made after the second day of employment will be enrolled as of that date and not retroactive to date of hire; however the election must be made within 31 days of your date of hire.

B. Late Enrollment

If you do not submit your properly completed application within 31 days after your initial eligibility date, you will only be permitted to apply for AD&D Insurance during the Benefits Open Enrollment Period that is held in the fall of each year. Refer to “Increasing or Decreasing Coverage” below.

C. Increasing or Decreasing Coverage

During the Benefits Open Enrollment Period you may elect to increase or decrease your AD&D Insurance or if you are not currently enrolled for AD&D Insurance, you may enroll for AD&D Insurance. The effective date of the increase, decrease or enrollment will be the January 1 immediately following the Benefits Open Enrollment Period. You may also be eligible to change your coverage if you experience a family status change. In this event, the effective date of the change in coverage is the date your properly completed form is received by the Company, provided the form is received within 31 day of the date of the family status change. Refer to “Contributions Through The Contribution Conversion Plan” for more information.

VII. Actively At Work

If you are not at work on the date your new or increased coverage would normally become effective, coverage will become effective on the day you return to active work.

VIII. Contributions

You pay the full cost of AD&D Insurance. Your monthly contributions are based upon your principal amount of insurance and type of coverage, as follows:

Principal Sum of AD&D Insurance	Employee Only	Employee and Spouse	Employee and Children	Employee and Family
$ 10,000	$0.16	$0.22	$0.19	$0.22
$ 20,000	$0.32	$0.44	$0.38	$0.44
$ 30,000	$0.48	$0.66	$0.57	$0.66
$ 40,000	$0.64	$0.88	$0.76	$0.88
$ 50,000	$0.80	$1.10	$0.95	$1.10
$ 60,000	$0.96	$1.32	$1.14	$1.32
$ 70,000	$1.12	$1.54	$1.33	$1.54
$ 80,000	$1.28	$1.76	$1.52	$1.76
$ 90,000	$1.44	$1.98	$1.71	$1.98
$100,000	$1.60	$2.20	$1.90	$2.20
$150,000	$2.40	$3.30	$2.85	$3.30
$200,000	$3.20	$4.40	$3.80	$4.40
$250,000	$4.00	$5.50	$4.75	$5.50

The Plan Administrator may approve a change in your contribution rates provided such change is required as evidenced by the insurance company.

The Company pays all costs of Optional Contributory Coverage over and above the member contributions. The total cost of the plan is ultimately determined by claims experience and administrative costs.

IX. Contributions Through the Contribution Conversion Plan

Since your contributions to the Plan are through the Contribution Conversion Plan ("CCP"), the principal sum of AD&D Insurance and type of coverage you elect may not be changed except:

- When the change is due to and consistent with a change in family or employment status as described in the CCP text; or
- During the Benefits Open Enrollment Period for CCP elections, at which time the election would be effective January 1 of the year following the election.

In any of the situations described above, the commencement and termination of coverage under the Plan, or changes to the principal sum or type of coverage, will coincide with the date changes are made to your CCP election.

X. Covered Losses

The following table shows losses that are covered under the Plan and the corresponding benefit amounts shown as a percentage of the covered person's principal sum amount. These benefit amounts will be paid only if:

- Your or your covered dependent's death occurs within 365 days from the date of the accident; or
- Your or your covered dependent's injury results in one or more covered losses listed below within 365 days from the date of the accident.

Injury means a bodily injury that is solely caused directly and independently from an accidental injury which is unintended, unexpected and unforeseen.

For Accidental Loss of:	Benefit Amount
Life	100%
Both hands, both feet, or sight of both eyes	
One hand and one foot	
One hand or foot and sight of one eye	
Speech and hearing in both ears	
One leg or one arm	50%
One hand or one foot	
Speech or hearing in both ears	
Sight of one eye	
Thumb and index finger of same hand	25%

For Accidental Loss of:	Benefit Amount
Loss of use — four limbs	100%
Loss of use — three limbs	75%
Loss of use — two limbs	66⅔%
Loss of use — one limb	25%

No more than 100% of the amount of insurance in force at the time of the accident will be paid for all losses sustained in the accident.

The following defines covered losses under the Plan:

- "Loss of a hand" means that all four fingers are cut off at or above the knuckles joining each to the hand;
- "Loss of a foot" means that all of the foot is cut off at or above the ankle joint;
- "Loss of sight" means one of the eyes is totally blind and that no sight can be corrected in that eye by medical or surgical treatment or artificial means;
- "Loss of hearing" means the total and irrecoverable loss of hearing in both ears that cannot be corrected by medical or surgical treatment or artificial means;

- "Loss of speech" means total and irrecoverable loss of speech that cannot be corrected by medical or surgical treatment or artificial means;
- "Loss of thumb and index finger" means that all of the thumb and index finger are cut off at or above the joint closest to the wrist (through or above the metacarpophalangeal joint); and
- "Loss of use" means total and permanent loss of the function of a limb.

XI. Special Benefits

There are several additional special benefit provisions under the Plan which may be payable in the event of a covered loss. Some special benefits are applicable to your coverage, some to you and/or your dependents. A covered loss must be incurred before any of the special benefits become eligible for payment.

A. Child Care Benefit

This benefit is payable if you or your spouse die as the result of a covered accident and at the time of the accident you were enrolled for Employee and Children coverage or Employee and Family coverage. The additional benefit is to pay for the cost of child care expenses of your surviving dependent children. To be eligible, your dependent child at the time of the accident must:

- Be under 13 years of age;
- Be enrolled at a legally licensed child care center on the date of the accident or becomes enrolled at a day care center within 90 days after the date of the accident; and
- Meet the eligibility criteria for dependent coverage.

Coverage is not extended to include children born after the date of death unless pregnancy commenced prior to the date of death. The additional benefit payment for each eligible child is the lesser of 10% of your principal sum amount, or $10,000. This benefit is payable for each child annually for up to four consecutive years, but not beyond the date the child reaches age 13. The maximum benefit payable is $40,000.

B. Coma Benefit

This benefit is payable if you or a covered dependent is injured and lapse into a coma within 365 days of a covered accident. The benefit is 1% of the individual's principal sum amount, less any other principal sum amounts payable as a result of the same accident, payable to the beneficiary on a monthly basis for up to 100 months. Payments begin after a 31-day period that the person is in a coma. If the covered person dies prior to all benefit payments, the remaining amount is paid in a lump sum.

C. Common Disaster Benefit

This benefit is payable if both you and your covered spouse suffer a loss of life as a result of the same accident at the time of the accident you were enrolled for Employee and Spouse or Employee and Family coverage. If you and your spouse both die within one year of the accident, the principal sum payable for the loss of your spouse will be increased to equal the principal sum payable for your loss of life.

D. Dependent Child Loss Benefit

This benefit is payable if an insured child suffers a loss other than loss of life because of a covered accident. The total benefit payable for the loss is double the amount that would otherwise be payable in the absence of this provision.

E. Disappearance

This benefit is payable if you or a covered dependent has not been found within one year after the disappearance, forced landing, stranding, sinking, or wrecking of a common carrier in which the insured person was an occupant. The benefit payable for disappearance is the amount that would ordinarily be paid for accidental loss of life.

F. Education Benefit

This benefit is payable if you or your spouse die as the result of a covered accident and at the time of the accident you were enrolled for Employee and Children or Employee and Family coverage. The additional benefit is to pay for the cost of higher education for eligible children. To be eligible, each dependent child, up to age 26, must:

- Be enrolled at a school of higher learning prior to reaching age 26 or be at the 12th grade level and enrolled as a full-time student at a school of higher learning beyond the 12th grade level within 365 days following the date of your death or your spouse's death;
- Incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to or approved and certified by such school; and
- At the time of the covered accident meet the eligibility criteria for dependent coverage.

The additional benefit payment for each eligible child is the lesser of 10% of your principal sum amount, or $10,000. Up to $10,000 is payable for each child annually for up to four consecutive years. Once the dependent child attains age 26, no further payments will be made.

G. Exposure

This benefit is payable if you or a covered dependent is unavoidably exposed to the elements as the result of a covered accident. The benefit payable for exposure is the same that would be paid for an accidental loss.

H. Felonious Assault Benefit

This benefit is payable if, while on business for the Company, you suffer a loss that is the result of a criminal act of violence. "Criminal act of violence" includes but is not limited to robbery, theft, hijacking, assault and battery, sniping, murder, or civil disturbance and has to be committed by someone other than the insured. The additional benefit payment is the lesser of 25% of your principal sum amount or $50,000.

I. Spouse Training Benefit

This benefit is payable if you die as the result of a covered accident and at the time of your death you were enrolled for Employee and Spouse or Employee and Family coverage. The benefit is to reimburse your spouse for the cost of attending a professional or trade school training program within 30 months of the date of your death. The maximum benefit payable is $10,000.

J. Hospital Indemnity Benefit

This benefit is payable if you or a covered dependent are hospitalized as the result of a covered accident. The hospital stay must be for more than seven consecutive days. The additional benefit is an amount equal to the lesser of 1% of the principal sum or $1,000. The benefit is payable each month. For hospital stays of less than one month, the amount payable will be 1/30th of the monthly benefit for each day of hospital confinement. The maximum benefit duration for a hospital inpatient stay is 12 months. If you or a covered dependent have more than one period of hospital confinement for a loss, it will be considered one period of confinement if the loss is the result of the same covered accident and the confinement is not separated by more than 3 months.

K. Monthly Medical Premium Payment Benefit

This benefit is payable if you die as the result of a covered accident and at the time of your death you were enrolled for Employee and Spouse, Employee and Children or Employee and Family coverage. The additional benefit is to pay for the cost of continued medical coverage for your surviving dependents. The additional benefit payment is up to $5,000 per year for up to three years.

L. Newlywed Benefit

This benefit provides 31 days of automatic coverage for your new spouse. If at the end of the 31-day period you have not enrolled your spouse for coverage under the Plan, such automatic coverage will terminate. In no event will this automatic coverage for your new spouse result in your covered dependent children's principal sum amount being reduced until you enroll your new spouse for the coverage.

M. Newborn Benefit

This benefit provides 31 days of automatic coverage for your first newborn dependent child. If at the end of the 31-day period you have not enrolled your first newborn dependent child for coverage under the Plan, such automatic coverage will terminate. In no event will this automatic coverage for your first newborn dependent result in your dependent spouse's principal sum amount being reduced until you enroll your first newborn for the coverage.

N. Seat Belt and Air Bag Benefit

This benefit is payable if you or a covered dependent dies while driving or riding as a passenger in a private passenger car as long as:

- The person who dies is wearing a seat belt in the manner prescribed by the vehicle's manufacturer;
- The seat belt device is approved by the state or federal government for the individual's age and weight; and
- The actual use of a seat belt at the time of the accident is verified in an official report of the accident, or is certified in writing by the investigating official(s).

The additional benefit payment for use of a seat belt is the lesser of 10% of your principal sum amount or $25,000. An additional benefit of $5,000 will be paid if the private passenger car is equipped with one or more air bags and you or your dependent is the driver or passenger sitting in a seat that is protected by an airbag. The combined seat belt and air bag benefit minimum shall not be less than $10,000.

XII. Miscellaneous Services

Refer to Appendix A for additional services that are part of the Marathon Oil Company Accidental Death and Dismemberment Insurance Plan.

XIII. Exclusions

No payment will be made under this Plan for a death or any other loss caused by:

- Suicide or attempted suicide, while sane or insane; or
- Intentionally self-inflicted injuries, suicide, or any attempt to do either, while sane or insane; or
- Illness, disease, or any bacterial infection other than bacterial infection occurring as a consequence of an accidental cut or wound; or
- Participation in the commission of a felony or as a consequence of having participated in the commission of a felony; or
- Travel or flight in (including getting in, out, on, or off) any aircraft unless such aircraft:
  - 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

  - 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; or

- The insured's use of alcohol, drugs, medications, poisons, gases, fumes, or other substances taken, absorbed, inhaled or ingested unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage.

XIV. Beneficiary

At the time you enroll in the Plan, you must designate a beneficiary to receive the benefit payable upon your death. You may change your beneficiary at any time. Beneficiary designations and changes must be made through Minnesota Life's online beneficiary management system or by calling Minnesota Life at 1-866-293-6047 to request a form.

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

1. Access the Beneficiary Designation website at www.LifeBenefits.com.
2. Your user ID is the letters MOC followed by your 8-digit employee ID number.
3. If this is your first visit to the LifeBenefits site, your password is your 8-digit date of birth (mmddyyyy) followed by the last four digits of your social security number. You will need to change this to another password for future visits.
4. Complete the site's Welcome steps.
5. For initial beneficiary designations click on the "Begin" button.
6. If you already have a beneficiary designation on file, click on "View Beneficiary" to see it. You may then click on "Update Designation" to make any changes.
7. Complete all the Beneficiary Designation steps.
8. Minnesota Life will mail you a confirmation letter after you complete your designations.

No change in the beneficiary designation shall be effective until it has been received by Minnesota Life. The amount of your coverage upon your death will be payable to the last properly designated beneficiary according to Minnesota Life's records. You are the designated beneficiary of any benefits payable under the Plan other than benefits payable for your own loss of life. In the event of the accidental death of an insured person, the benefit is payable in a single sum to the beneficiary.

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:

- Spouse;
- 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;
- Parents;

- Brothers and sisters; or
- Executors or administrators of the insured person's estate.

XV. Continuation of Coverage

As described below, during certain absences your AD&D Insurance may be continued 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 AD&D Insurance ceases at the end of the period for which contributions have been made.

A. If you are temporarily laid off, your AD&D Insurance may be continued for three months. Your AD&D Insurance may be continued, provided your monthly contributions are paid in advance of the period of coverage. Your coverage will be based on the amount of AD&D Insurance in force at the time of your layoff.

B. If you are granted a Sick Leave, your AD&D Insurance may be continued for one year. Any further extension must be approved by the Plan Administrator. As long as you are receiving compensation while on leave, your contributions for AD&D Insurance will be deducted. If you are not eligible for compensation while on leave, your AD&D Insurance may be continued, provided your monthly contributions are paid in advance of the period of coverage. Your coverage will be based on the amount of AD&D Insurance in force at the time your leave commences.

C. If you are on a Sick Leave while receiving LTD benefits, your AD&D Insurance may be continued, provided your monthly contributions are paid in advance of the period of coverage. Your coverage will be based on the amount of AD&D Insurance in force at the time your leave commences.

D. If you are on an Educational Leave, Personal Leave or Family Leave in excess of 12 workweeks your AD&D Insurance may be continued for up to 2 years, provided your monthly contributions are paid in advance of the period of coverage. Your coverage will be based on the amount of AD&D Insurance in force at the time your leave commences.

E. If you are on a Family Leave of 12 workweeks or less, your AD&D Insurance may be continued, provided your monthly contributions are paid in advance of the period of coverage. Your coverage will be based on the amount of AD&D Insurance in force at the time your leave commences. If you choose not to retain your coverage or if the Company discontinues your AD&D Insurance as a result of your non-payment of premiums while you are on a Family Leave of 12 workweeks or less, upon your return to work, your coverage will be restored to at least the same level and terms as were provided when Family Leave began, subject to any changes in benefit levels that may have taken place during the leave affecting the entire work force, unless otherwise elected by you. Therefore, you will not be required to meet any qualification requirements such as a waiting period, 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 under "Operation Enduring Freedom," your AD&D Insurance coverage may be continued, provided your monthly contributions are paid in advance of the period of coverage. Your coverage will be based on the amount of AD&D Insurance in force at the time your leave commences. If you choose not to retain coverage or if the Company discontinues your AD&D 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 work force, unless otherwise elected by you. Therefore, you will not be required to meet any qualification requirements such as a waiting period, pre-existing condition exclusion, waiting for open enrollment or passing a medical exam.

G. If you are on a leave of absence for the reason of caring for a sick or injured family member, you are permitted to make the following AD&D changes:

1. Enroll an eligible Spouse or Child(ren) during Benefits Open Enrollment, provided the eligible Spouse or Child(ren) is not the family member being cared for;
2. Enroll an eligible Spouse or Child(ren) as a result of a qualifying change in family or employment status, provided the eligible Spouse or Child(ren) is not the family member being cared for; and
3. Enroll in or increase your own level of coverage during Benefits Open Enrollment.

XVI. Termination of Coverage

Your AD&D Insurance will terminate with any of the following events:

- On the date you cease to be an eligible employee;
- Upon your retirement;
- On the first day of the month following the month in which the premium is due and not paid, unless such premium is received by the company within 31 days after the due date; or
- As specified in the "Continuation of Coverage" section.

Your dependent's AD&D Insurance will terminate with any of the following events:

- On the date your dependent ceases to be an eligible dependent;
- On the first day of the month following the month in which the premium is due and not paid, unless such premium is received by the company within 31 days after the due date; or
- When your coverage ends.

XVII. Portability

If your AD&D insurance ends due to termination of employment, you and your dependents may be eligible to "port" coverage if you were actively at work on the day before your coverage terminated. (For purposes of this Portability provision, the phrase, "actively at work" does not preclude eligibility for an individual who is on an approved leave of absence or an individual who retired within the last 30 days.) The maximum amount of AD&D insurance you can port is the lesser of:

- The amount of AD&D coverage you are insured for under the Plan;
- $1,000,000.

The amount of AD&D coverage you port cannot be more than the amount of any life insurance that you port.

The amount of ported spouse coverage cannot exceed $150,000.

If you or your spouse is age 65, coverage is reduced to 65% of the above amounts.

The minimum amount of coverage that can be ported is $10,000. You must apply for portability 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.

You are not eligible to apply for portable coverage if:

- You are not actively at work on the day before your employment terminates or the date you are no longer eligible to participate in the Plan;
- You or your spouse are age 70 or over;
- Dependent children are age 26 or over;
- The policy is cancelled; or
- You failed to pay the required premium under the terms of the Plan.

If your dependent coverage terminates due to your death, your spouse will have the right to apply for portable AD&D coverage for all your covered dependents, subject to the above requirements. If your dependent coverage terminates due to your divorce, your spouse will have the right to apply for portable AD&D coverage, subject to the above requirements. Children cannot port coverage on their own. Your spouse must be under age 70 in order to be eligible to port coverage.

The monthly premium rates applicable to ported AD&D insurance will be provided to you upon your request.

Port rates are subject to change to reflect claims experience and other charges. The right to elect portable coverage is in lieu of the conversion privilege.

For more information or to request application forms for portability, call the insurance company at 1-866-293-6047.

XVIII. Assignment of Benefits

Your AD&D insurance is not assignable.

XIX. Benefit Claim Procedures

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 Minnesota Life. Minnesota Life shall notify you of the claim determination within 45 days of the receipt of your claim. This period may be extended by 30 days 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 45-day period. This period may be extended for an additional 30 days beyond the original 30-day extension if necessary due to matters beyond the control of the Plan. A written notice of the additional extension, the reason for the additional extension and the date by which the Plan expects to decide on your claim, shall be furnished to you within the first 30-day extension period if an additional extension of time is needed. 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 Minnesota Life will be tolled (i.e., suspended) from the date on which the notification of the extension is sent to you until the date on which Minnesota Life receives your response to the request for additional information.

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

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

XX. 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 Minnesota Life within 180 days of the receipt of the written notice of denial or 180 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 Minnesota Life, utilizing individuals not involved in the initial benefit determination. This review will not accord any deference to the initial benefit determination.

Minnesota Life shall make a determination on your claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to an additional 45 days if Minnesota Life determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date that Minnesota Life expects to render a decision shall be furnished to you within the initial 45-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 (i.e., suspended) from the date on which the notification of the extension is sent to you until the date on which Minnesota Life receives your response to the request for additional information.

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

- The specific reason(s) for the adverse determination;
- References to the specific Plan provisions on which the determination was based;
- 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;
- A description of Minnesota Life's review procedures and applicable time limits;
- 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
- 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.

If the appeal of your benefit claim is denied or if you do not receive a response to your appeal within the appropriate time frame (in which case the appeal is deemed to have been denied), you or your authorized representative may make a second, voluntary appeal of your denial in writing to Minnesota Life within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your second 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.

Minnesota Life shall make a determination on your second claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to an additional 45 days if Minnesota Life determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date by which Minnesota Life expects to render a decision shall be furnished to you within the initial 45-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 from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

Your decision to submit a benefit dispute to this voluntary second level of appeal has no effect on your right to any other benefits under this Plan. If you elect to initiate a lawsuit without submitting to a second level of appeal, the Plan waives any right to assert that you failed to exhaust administrative remedies. If you elect to submit the dispute to the second level of appeal, the Plan agrees that any statute of limitations or other defense based on timeliness is tolled during the time that the appeal is pending.

If the claim on appeal is denied in whole or in part for a second time, you will receive a written notification from Minnesota Life of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include the same information that was included in the first adverse determination letter. If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

XXI. Administration

Important Plan Administration Information	
Plan Name	Marathon Oil Company Accidental Death & Dismemberment Plan
Plan Administrator (Agent for service of legal process)	R.L. Sovine, Jr. 5555 San Felipe Street Houston, TX 77056 Phone: 1-713-629-6600
Employer Identification Number	25-1410539
Type of Plan	Welfare Benefit Plan
Plan Sponsor	Marathon Oil Company 5555 San Felipe Street Houston, TX 77056
Plan Number	501
Inspection of Plan Documents	Plan documents may be inspected by making a request at any Company Human Resources office or by writing: Marathon Oil Company Benefits Administration 5555 San Felipe Street Houston, TX 77056
Plan Year	Ends on December 31, and its records are kept on a calendar year basis.
Insurance Company	Minnesota Life Insurance Company 400 Robert Street North St. Paul, MN 55101-2098
Policy/Contract Number	34035G

XXII. 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 Minnesota Life Insurance Company is incorporated by reference as part of this Plan Document. The terms of the Minnesota Life contracts prevail in the event of a conflict with any other Plan provision or other document. Minnesota Life 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 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 they deem it to be appropriate, the Plan Administrator may evidence:

- The exercise of such discretion; or

- 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 their 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.

XXIII. Modification and Termination of the Plan

While the Company hopes that this Plan may be continued indefinitely, it is realized that conditions may change. The Company, therefore, reserves the right to modify or terminate this Plan, in whole or in part, in such manner, as it shall determine.

Marathon Oil Company ("the Company") may exercise its reserved rights of amendment, modification or termination by written:

(i) By written resolution by the Board of Directors of the Company;

(ii) By written resolution by the Executive Committee;

(iii) By written actions exercised by any other Committee, for example the Salary and Benefits Committee (the "Salary and Benefits Committee"), to which the Board of Directors of the Company or the Executive Committee has specifically delegated rights of amendment, modification or termination; or

(iv) By written actions exercised by any other entity or person to which or to whom the Board of Directors of the Company or the Executive Committee has specifically delegated rights of amendment, modification, or termination.

In addition to the other methods of amending Marathon's employee benefit plans, practices, and policies (hereinafter referred to as "MOC Employee Benefit Plans") which have been authorized, or may in the future be authorized, by the Marathon Oil Corporation Board of Directors, the Company's Vice President of Human Resources may approve the following types of amendments to MOC Employee Benefit Plans:

(i) With the opinion of counsel, technical amendments required by applicable laws and regulations;

(ii) With the opinion of counsel, amendments that are clarifications of Plan provisions;

(iii) Amendments in connection with a signed definitive agreement governing a merger, acquisition or divestiture such that, for MOC 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;

(iv) Amendments in connection with changes that have a minimal cost impact (as defined below) to the Company; and

(v) 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 MOC Employee Benefit Plan case that does not exceed the greater of:

(i) 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

(ii) $500,000.

The Board of Directors of the Company 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.

XXIV. Participation by Associated Companies and Organizations

Upon specific authorization and subject to such terms and conditions as it may establish, Marathon Oil Company may permit subsidiaries and affiliated organizations to participate in this Plan. Currently, these participating companies include Marathon Oil Company, Marathon Oil Corporation, Marathon Service Company, and Marathon Oil Sands USA, Inc.

The term "Company" and other similar words shall include Marathon Oil Company and such affiliated organizations. The term "employee" and other similar words shall include any eligible employee of these companies.

XXV. Your Rights Under Federal Law

As a participant in the Marathon Oil Company 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 plans' 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.

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.

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Accidental Death & Dismemberment

Note: At any given time, amendments to this Plan (including the insurance contract) may have been adopted by the Company which have not yet been reflected in these written documents. Copies of any such amendments will be sent to you if you send a written request for them addressed to the Plan Administrator. In addition, from time to time the Plan Administrator may evidence the exercise of his discretion on Plan matters in the form of written "Administrative Rulings." Copies of any such ruling will also be sent to you if you send a written request for them addressed to the Plan Administrator.

The Plan Administrator may assess a reasonable charge to provide any requested copies. The contract with Minnesota Life Insurance Company is incorporated by reference as a part of this Plan and will govern its administration. The language of the contract will prevail in the event of a conflict with any other Plan provisions or document.

Appendix A

Miscellaneous Services

(The Miscellaneous Services described in this Appendix A are part of the Accidental Death and Dismemberment Insurance Plan and are included in the cost of coverage.)

Travel Assistance

Global Rescue provides 24-hour travel assistance, emergency medical and security transport services, and pre-travel resources to employees and retirees covered under the group life insurance plan. The spouses and dependent children of those covered under the group life plan may also access the services. Global Rescue's services are available when traveling for business or pleasure 100 or more miles away from home.

Contact Global Rescue at **1-855-516-5433** (toll free U.S. and Canada), **+1-617-426-6603** (international), or visit www.LifeBenefits.com/travel.

Beneficiary Financial Counseling

Beneficiaries who receive at least $25,000 in policy benefits may choose to use independent beneficiary counseling services from PricewaterhouseCoopers LLP (PwC). PwC advisors do not sell insurance or investment products, and no information will be given to PwC without your beneficiary's written consent. There is no additional cost for this service. Resources available to eligible beneficiaries include:

- PwC Beneficiary Guide
- PwC eAdvisor
- 12-month subscription to Your Money, Your Future

Legacy Planning Services

Employees, spouses and dependents can access resources designed to help individuals and families work through end-of-life issues when dealing with the loss of a loved one or planning for their own passing. These resources are available at www.LegacyPlanningServices.com.