

**CAUTION**

Occupational Accidental Death

**Marathon Oil Company  
Occupational Accidental Death  
Benefit Plan**

**Amended and Restated as of January 1, 2012**

# Occupational Accidental Death

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# Occupational Accidental Death

This document serves both as the Plan instrument and the Summary Plan Description (SPD) for the Marathon Oil Company Occupational Accidental Death Benefit 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. Purpose

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

## II. Eligibility

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

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 Regular Full-time 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.

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:

- 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, and
- 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.

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### IV. Amount of Coverage

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

- \$500,000; or
- Twice your gross pay from the Company in the 12 calendar months immediately prior to your death; but
- Not to exceed \$1,500,000.

### V. Definition of Annual Gross Pay

Gross pay as used in this Plan shall mean the compensation paid to you by the Company under rules uniformly applicable to all employees similarly situated; however, bonuses, suggestion awards, military pay, travel pay, or similar special payments shall be excluded. If you have been in the Plan for less than twelve months, your average monthly gross pay will be used in computing twelve months' earnings.

Monthly gross pay shall include contributions to the:

- Thrift Plan's Pre-tax Account;
- Contribution Conversion Plan (CCP);
- Health Care Spending Account (HCSA); and
- Dependent Care Spending Account (DCSA).

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.

### VI. Method of Providing Coverage

The occupational accidental death insurance coverage is provided through an insurance policy with Minnesota Life Insurance Company.

### VII. Payment of Benefit

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

- Your death is the direct result of an accident which occurs while you are engaged in the actual performance of Company duty;
- Your death results independently of all causes other than the accident; and
- Your death occurs within 365 days from the date of the accident.

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### VIII. Beneficiary

You designate the beneficiary to receive the benefit payable under the Plan. You may change your beneficiary at any time. Beneficiary designations and changes must be made through Minnesota Life 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](http://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.

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 you:

- 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 member's estate.

After the claim is approved the beneficiary(ies) will receive payment from the insurance company in a lump sum check.

### IX. Assignment of Benefits

Your Occupational Accidental Death Insurance is not assignable.

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### **X. Miscellaneous Services**

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

### **XI. Exclusions**

No payment will be made under this Plan for a death caused by:

- Suicide, or attempted suicide, while sane or insane;
- Intentionally self-inflicted injuries, or any attempt to inflict such injuries;
- Sickness, whether death results directly or indirectly from the sickness;
- Any bacterial or viral infection other than pyogenic infection resulting from an accidental cut or wound; or a bacterial infection resulting from the accidental ingestion of a contaminated substance;
- Participation in the commission of a felony or as a consequence of having participated in the commission of a felony;
- 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 employee'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.

### **XII. Termination of Coverage**

Coverage terminates on the date you cease to be classified as a Regular Full-time, Regular Part-time, or Casual employee. Coverage is suspended while you are on a leave of absence approved by the Company.

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### **XIII. 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.

### **XIV. 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.

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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.



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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.

### XV. Administration

Important Plan Administration Information	
<b>Plan Name</b>	Marathon Oil Company Occupational Accidental Death Benefit Plan
<b>Plan Administrator (Agent for service of legal process)</b>	R. L. Sovine, Jr. 5555 San Felipe Street Houston, TX 77056 Phone: 1-713-629-6600
<b>Employer Identification Number</b>	25-1410539
<b>Type of Plan</b>	Welfare Benefit Plan
<b>Plan Sponsor</b>	Marathon Oil Company 5555 San Felipe Street Houston, TX 77056
<b>Plan Number</b>	522
<b>Inspection of Plan Documents</b>	Plan documents may be inspected by making a request at any Company Human Resources office or by writing:  Marathon Oil Company Benefits Administration 5555 San Felipe Street Houston, TX 77056
<b>Plan Year</b>	Ends on December 31, and its records are kept on a calendar year basis.
<b>Insurance Company</b>	The Minnesota Life Insurance Company 400 Robert Street North St. Paul, MN 55101-2098
<b>Policy/Contract Number</b>	34034G

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### **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 The Minnesota Life Insurance Company of America 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.

### **XVII. 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:

- (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.

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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.

### **XVIII. 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.

### **XIX. 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:

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### **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.

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### **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.

\* \* \* \* \*

**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.

# Occupational Accidental Death

## Appendix A

### Miscellaneous Services

**(The Miscellaneous Services described in this Appendix A are part of the Occupational Accidental Death Benefit 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](http://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](http://www.LegacyPlanningServices.com).