

# Marathon Oil Company Wellness Program

This summary plan description constitutes part of the Health Plan of Marathon Oil Company plan document along with the Health Plan of Marathon Oil Company Core Document and other associated Summary Plan Descriptions, agreements with third party administrators, and appendices to the Core Document. You can access the Core Document at [www.MRObenefits.com](http://www.MRObenefits.com) or by requesting a paper copy by written request to the Plan Administrator.

**January 1, 2014**



# Wellness Program

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# Wellness Program

This document serves as the Summary Program Description (SPD) that the Company is required to provide to participants and is incorporated by reference into the Health Plan of Marathon Oil Company. 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

Marathon Oil Company has established the Marathon Oil Company Wellness Program, a health promotion program, to provide employees and their families with a variety of opportunities to improve health.

## II. Classes of Membership and Eligibility

**Participants** — The following individuals are eligible to participate in the Wellness Program at the times indicated:

### A. Employee Participant

Employees are participants in the Wellness Program if they are participants of the Health Plan of Marathon Oil Company.

### B. Dependents

Dependents of Employee Participants are eligible to participate in certain elements of the Wellness Program provided they are dependents enrolled in the Health Plan of Marathon Oil Company.

## III. Benefit Coverage

Coverage under the Wellness Program is administered by Optum. The Wellness Program includes three achievement levels — Silver, Gold and Platinum, which can be reached after completing designated activities. See Appendix B for further information on the three levels.

The website used to access the Wellness Program is [www.myuhc.com](http://www.myuhc.com). The benefits under the program are:

- Biometric Screenings
- Health Risk Assessment
- Fitness Allowance
- Tobacco Cessation
- Wellness Coaching
- Specific Optum Health Programs

# Wellness Program

## A. Biometric Screenings

### 1. Eligibility

- Only Employee Participants of the Health Plan of Marathon Oil Company.

### 2. Description of Benefit

Onsite biometric screenings will be held at most locations annually. If participants are unable to attend an onsite biometric screening (or one is not offered onsite) they are also able to complete a biometric screening through their physician's office. A Health Provider Form is available online at [www.myuhc.com](http://www.myuhc.com).

The biometric screening measures blood pressure, body mass index (BMI), total cholesterol, and tobacco use.

## B. Total Health Profile

### 1. Eligibility

- Only Employee Participants of the Health Plan of Marathon Oil Company.

### 2. Description of Benefit

The Total Health Profile is designed to educate eligible participants on the benefits of good health. The Total Health Profile is delivered as a questionnaire, accessed online at [www.myuhc.com](http://www.myuhc.com), that obtains general information about an individual's health and life style. The Total Health Profile then uses this information to evaluate the person's current health status and to make recommendations for improvement. Employee Participants are required to complete the annual Total Health Profile between January 1 and December 31 to access the Fitness Allowance.

### 3. Wellness Incentives

The Wellness Program provides incentives for Employee Participants. Incentives are paid when an Employee Participant successfully achieves Silver Status, in the amount of \$50, or Gold Status, in the amount of \$200. The amount will be paid once the Wellness Program is notified by Optum that the employee has successfully achieved Silver or Gold status. The payment will be made through Marathon Oil Payroll and will be subject to the employee's normal payroll taxes.

The incentive is available to Employee Participants only. Payment is limited to one incentive payment for each level achieved per calendar year.

## C. Fitness Allowance

The Fitness Allowance is designed to assist with payment for fitness and exercise club memberships, activities and classes that fulfill the primary purpose of fitness, and weight management.

### 1. Eligibility

- Employee Participants.

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## 2. Description of Benefits

- To be eligible for the Fitness Allowance in a particular year, the Employee Participant must successfully achieve Silver Status. Silver status can be achieved by completing the Biometric screening and the Total Health Profile.
- Maximum annual reimbursement for a single Employee Participant is \$200, and for an Employee Participant with eligible dependents, \$350.

## 3. Weight Management

Individuals can be reimbursed for behavior-based management classes by enrolling in the Weight Watchers program through meetings held at the office or at community-based meetings. **Note:** this is the only weight management program approved for reimbursement by the Wellness Program.

- Reimbursement for Weight Management is limited to \$200 per year per eligible participant. This is in addition to any amounts for other activities or memberships reimbursed through the Fitness Allowance provision.

Requests for reimbursement can be made by submitting an original receipt showing payment and a completed Reimbursement Form to [MROBenefitsHelp@MarathonOil.com](mailto:MROBenefitsHelp@MarathonOil.com) no later than December 31. There are no carry-over funds from year-to-year.

Reimbursement is made by adding the amount to the employee's regular pay, with all applicable federal, state and local taxes withheld.

## D. Tobacco Cessation

### 1. Eligibility

- Employee Participants and their eligible dependents 18 years and older.
- Non-Employee Participants of the Health Plan of Marathon Oil Company and their eligible dependents.

### 2. Description of Benefits

- Coverage is provided for Tobacco Cessation at no cost through the Quit for Life® Program that can be accessed online at [www.myuhc.com](http://www.myuhc.com). The Quit for Life® Program is the only program that is reimbursable through the Wellness Program.

## E. Wellness Coaching

A wellness coach will be available to assist Employee Participants of the Wellness Program to help develop wellness goals that are catered to the Employee Participant's needs and priorities including weight management and tobacco cessation. Wellness coaches can be accessed by visiting [www.myuhc.com](http://www.myuhc.com).

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## **F. Specific Optum Health Programs (See Appendix A)**

1. Eligibility
  - Employee Participants.
2. Description of Benefits
  - Optum provides online, interactive 6-week programs that assist in making changes that decrease health risks. In addition, 4- to 6-week health challenges and computer-based, 15-minute health seminars are presented on a monthly basis.

## **IV. Limitations**

No benefits are payable from the Wellness Program for or in connection with:

1. Physical examinations or preventive screening tests.
2. Expenses covered by another group health plan to which the Company contributes.
3. Weight Watchers expenses incurred for courses where attendance requirements were not met.
4. Weight Watchers expense reimbursement forms postmarked after December 31 of the following year.

## **V. Provisions for Termination or Continuation of Coverage**

Coverage for Employee Participants terminates when they cease to be a participant of the Health Plan of Marathon Oil Company. Coverage will also terminate if the Wellness Program is terminated by the Company.

If an employee is granted a Military Leave to perform “service in the uniformed services” as defined under the Uniformed Services Employment and Re-employment Rights Act of 1994, coverage is continued subject to the provisions of the Act.

Coverage for dependents terminates when they no longer meet the requirements of eligible dependents as defined in the medical/surgical portion of the Health Plan of Marathon Oil Company.

## **VI. Claims Appeals Procedure**

A Participant, or if applicable, a dependent may file a claim for Wellness Program benefits under the Wellness Program by sending it to the attention of the Wellness Program Administrator.

However, if a claim for Wellness Program benefits has been denied, in whole or in part, notice of the decision shall be furnished to the Participant by the Wellness Program or Wellness Program Administrator within a reasonable period of time after the receipt of the claim, which notice shall include the following information:

- The specific reason or reasons for the denial;
- Specific reference to the Wellness Program provisions on which the denial is based;

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- A description of any additional material or information necessary to complete the claim and an explanation of why this material or information is necessary; and
- An explanation of the steps to be taken if you wish to submit your claim for review.

The notice must be provided within 90 days of the date that the claim is received by the Administrator, unless special circumstances require an extension of the period for processing the claim. If such an extension is required, written notice of the extension shall be provided to the participant prior to the expiration of the 90-day period. The written notice of the extension shall specify the circumstances that require the extension as well as the date upon which a final decision is expected. In no event is the extended period to exceed 90 days from the end of the initial 90-day period.

## **Appeal of Denied Claims**

A participant or the participant's duly authorized representative may appeal a denial of a claim by requesting a review by written application to the Wellness Program Administrator or its designee not later than ninety (90) days after receipt by the Participant of written notification of denial of a claim. The Participant or the Participant's duly authorized representative:

- May review pertinent documents; and
- May submit issues and comments in writing. Failure to make written request for appeal within the 90 day period after the receipt of the Administrator's notice of denial of the claim shall render the Administrator's decision regarding the claim final, binding, and conclusive on all parties.

A decision on review of a denied claim shall be made by the Wellness Program Administrator not later than sixty (60) days after the Wellness Program Administrator's receipt of a request for review, unless special circumstances require an extension of time for processing, for example, where there exists a need to hold a hearing, in which case a decision shall be rendered within a reasonable period of time, but not later than one hundred twenty (120) days after receipt of a request for review. The decision on review shall be in writing and shall include the specific reason(s) for the decision and the specific reference(s) to the Pertinent Wellness Program provisions on which the decision is based. If an extension of time is required, the Participant shall be notified within the sixty-day period that an extension is required. Questions regarding any procedures above may be directed to the Wellness Program Administrator.

## **VII. Administration**

The Wellness Program is part of the Health Plan of Marathon Oil Company. The Wellness Program is a welfare plan as defined by the Employee Retirement Income Security Act of 1974 ("ERISA"). The Plan Sponsor is Marathon Oil Company, 5555 San Felipe Street, Houston, TX 77056. The Plan Administrator and Named Fiduciary is Deanna L. Jones, 5555 San Felipe Street, Houston, TX 77056 (phone: 1-855-652-3067). The Plan Administrator is designated as the agent for service of legal process. Plan documents may be inspected by submitting a request to your local Human Resources Office or to Marathon Oil Benefits Department, 5555 San Felipe Street, Houston, TX 77056. The Wellness Program year ends on December 31, and the Wellness Program's records are kept on a calendar year basis.

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In determining the eligibility of participants and others for benefits and in construing the Wellness Program's terms, the Plan Administrator has the power to exercise sole discretion in the construction of doubtful, disputed or ambiguous terms or provisions of the Wellness Program, in cases where the Wellness Program instrument is silent, or in the application of terms or provisions to situations not clearly or specifically addressed in the Wellness Program itself. In situations in which they deem it to be appropriate, the Plan Administrator may evidence (i) the exercise of such discretion, or (ii) any other type of decision, directive or determination they may make with respect to the Wellness Program, in the form of written administrative rulings which, until revoked, or until superseded by Wellness Program amendment or by a different administrative ruling, shall thereafter be followed in the administration of the Wellness Program. All decisions of the Plan Administrator 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.

Any discretionary acts taken under this Wellness Program by the Plan Administrator or the Company shall be uniform in their nature and shall be applicable to all participants similarly situated, and shall be administered in a nondiscriminatory manner in accordance with the provisions of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") and the Internal Revenue Code ("the Code").

The Plan Administrator may employ agents, attorneys, accountants or other persons (who also may be employed by the Company), and allocate or delegate to them such powers, rights and duties as the Plan Administrator may consider necessary or advisable to properly carry out the administration of the Wellness Program.

## **VIII. 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 Wellness Program. Currently, these participating companies include Marathon Oil Company, Marathon Oil Corporation, Marathon Service Company, and Marathon Oil Sands, USA, Inc. The terms "Company," "Employer," "Employee," "Participant," and words of similar import as used in this Wellness Program shall be deemed to include Marathon Oil Company and such subsidiaries and affiliated organizations and their employees.

## **IX. Modification and Termination of the Wellness Program**

Marathon Oil Company reserves the right to modify or terminate this Wellness Program, 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) Resolution by the Board of Directors of the Company;
- (ii) Resolution by the Executive Committee;

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- (iii) 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 the Company’s employee benefit plans, policies, and practices (hereinafter referred to as “MOC Employee Benefit Plans”) which have been authorized, or may in the future be authorized, by the Marathon Oil Company 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 Wellness Program at any time. This authority delegated to the Salary and Benefits Committee shall be exercised in writing.

The Board of Directors of the Company has delegated to the Plan Administrator the authority to make amendments to this Wellness Program as needed regarding any mandated changes evolving from regulations governing the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA).

## Appendix A

### Optum Health Programs

The following are the specific health programs provided by Optum:

#### **Healthy Living Program**

Online, interactive 6-week programs that assist in making changes that decrease health risk.

Employees identified as 'at risk' for developing a chronic condition can be provided with a Health Coach to support efforts towards improvement.

#### **Total Health Profile-**

The Optum Total Health Profile is an online health risk survey for evaluation of individual health and progress. Participation is necessary in order for eligibility for the Fitness Allowance.

#### **Health Challenges**

4- to 6-week challenges offered throughout the year that provide information about a specific health topic and guides employees in setting reasonable goals that lead to improved health.

#### **Online Seminars**

Computer-based, 15-minute health seminars presented on a monthly basis.

**Marathon Oil Company has caused its name to be hereunto subscribed to by Patrick J. Wagner, Vice President, Marathon Oil Company.**

**Marathon Oil Company**

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Patrick J. Wagner  
Vice President  
Marathon Oil Company

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Date:

## Appendix B

### Wellness Program

January 1, 2013

Below is a summary of the levels you can achieve and rewards you can earn.

<b>Level</b>	<b>Silver</b> (5,000 points)	<b>Gold</b> (25,000 points)	<b>Platinum</b> (50,000 points +)
<b>Activities</b>	<ul style="list-style-type: none"><li>• Biometric Screening</li><li>• Total Health Profile</li></ul>	Variable, after achieving Silver (see below)	Variable after achieving Gold (see below)
<b>Earn</b>	\$50 + Qualify for Wellness Fitness Allowance	\$200	Top 5 Point Earners awarded \$1,000 each

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Activities	Required to earn any Incentives	Additional Opportunities	Earning Value 25,000 = Gold Level	Frequency
<b>Biometric Screening</b>	✓		<b>5,000 points</b> Complete these "top 2" activities to achieve 5,000 points	Once
<b>Total Health Profile</b>	✓			Once
<b>Health Consult</b>		✓	<b>10,000 points</b>	Once
<b>Preventive Screening</b>		✓	<b>10,000 points</b>	Once
<b>Colonoscopy</b>		✓	<b>20,000 points</b>	Once
<b>Online Coaching Program Completion</b>		✓	<b>10,000 points</b>	No Max
<b>Onsite/Local Activities</b>		✓	<b>1,000 to 10,000 points per activity</b>	No Max
<b>Weight Watchers Meetings</b>		✓	<b>20,000 points</b>	Once
<b>Online Fitness Challenge</b>		✓	<b>10,000 points</b>	2 Max
<b>Healthy Biometric Bonus</b> <i>Total Cholesterol, Blood Pressure, BMI, Nicotine</i>		✓	<b>10,000 points</b> (must hit all 4 bio markers)	Once All 4 markers
<b>Wellness Coaching/ Condition Management</b> <i>Telephonic lifestyle/condition</i>		✓	<b>20,000 points</b> at completion	No Max