



Summary Plan Description

ACCIDENTAL DEATH & DISMEMBERMENT

2015

your health.
your life.
your future.

Table of Contents

Introduction.....	1
Eligibility and Enrollment.....	2
Eligibility.....	2
Enrollment.....	2
Designating a Beneficiary.....	3
Coverage Options Available.....	4
Cost of Coverage.....	4
What the Plan Covers.....	5
Amount of Plan Benefits.....	5
Additional Benefit Provisions.....	6
What the Plan Does Not Cover.....	11
Claims and Benefit Payment.....	12
Denial of Claim and Benefits Appeal Process.....	12
When Coverage Ends.....	14
When Employee Coverage Ends.....	14
Termination or Retirement.....	14
Death.....	14
When Dependent Coverage Ends.....	14
Conversion Options.....	14
Continuation of Coverage.....	15
During Illness or Injury.....	15
During a Leave of Absence.....	15
General Information.....	16
Your Rights as a Plan Participant.....	16
Plan Documents.....	17
Discretionary Authority of Plan Administrator and Claims Administrator.....	18
No Guarantee of Employment.....	18
Future of the Plan and Plan Amendment.....	18
Plan Administration.....	19
Glossary.....	20

INTRODUCTION

The Plan gives you the opportunity to purchase accidental death and dismemberment (AD&D) insurance that provides 24-hour accident protection for you and your eligible Dependents. The AD&D Plan covers loss of life, limb(s) or loss of use of limb(s), sight, speech, or hearing resulting from an accident, anywhere in the world.

Participation in this Plan is voluntary. You pay the entire cost for your elected AD&D coverage by enrolling in the Plan and authorizing payroll deductions for your elected coverage amounts.

The accidental death and dismemberment insurance described in this booklet is offered to Occidental Petroleum Corporation and/or affiliated company employees, as defined in the *Eligibility and Enrollment* section. This information serves as your Summary Plan Description (SPD) and is based on official Plan documents. You should keep and refer to it when you have questions about your accidental death and dismemberment insurance benefits. In the event that there is a discrepancy between the SPD and the Plan documents, the Plan documents will control.

Capitalized words or phrases used in this SPD are defined in the *Glossary* at the end of this booklet.

Refer to subsequent issues of *Benefits News* for any material changes to the Plan made after the date of this document.

ELIGIBILITY AND ENROLLMENT

Eligibility

You are eligible to participate in the AD&D Plan if you are a regular, full-time, nonbargaining hourly or salaried employee of Occidental Petroleum Corporation or an affiliated company (Oxy). For this purpose, “affiliated company” means any company in which 80 percent or more of the equity interest is owned by Occidental Petroleum Corporation. Temporary employees and employees of Tidelands Oil Production Company are not eligible to participate. You are considered a full-time employee under the Plan if you regularly are scheduled to work at least 30 hours per week. Generally, you are eligible to participate if you are paid on a U.S. dollar payroll, are designated as eligible to participate by your employer, and do not participate in a similar type of employer-sponsored plan. If you are part of a collective bargaining group, you are eligible to participate in the AD&D Plan only if your negotiated bargaining agreement specifically provides for your participation.

Enrollment

If you enroll in the AD&D Plan within 31 days of your first day as an eligible employee, coverage for you and your enrolled spouse will begin on the first day you become eligible,* if you complete a full day of work on that date. If you are enrolled, you may add a new spouse or Dependent child within 31 days of the date he or she becomes eligible under the AD&D Plan. You may reduce your coverage or stop your participation at any time.

If you do not enroll, or if you do not enroll a newly eligible Dependent, within 31 days of eligibility, you will be eligible to enroll or increase your level of coverage or add Dependent coverage during the following Open Enrollment period.

You only may elect AD&D Plan coverage for your spouse if you are enrolled for coverage under the AD&D Plan.

If you and your spouse are both employees of Oxy, you may not be covered as both an employee and a spouse under this AD&D Plan and only one of you may cover your Dependent children.

* Provided that you and/or your Dependent(s) have not sustained any accidental bodily injuries covered under the Plan during the period from your eligibility date to the date you enroll. If you do not meet this requirement, your effective date of coverage will be the date you return to active work.

DESIGNATING A BENEFICIARY

If you accidentally die while covered under this AD&D Plan, benefits will be payable to your designated beneficiary(ies). You may name anyone as your designated beneficiary, and you may change your beneficiary designation at any time by completing the proper form. Beneficiary forms are available online at oxylink.oxy.com or by calling the *OxyLink*® Employee Service Center at 800-699-6903.

You should keep your beneficiary designation current so that if your circumstances change (for example: death, marriage, divorce or birth of a child), you will have a current beneficiary designation on file.

Under the Plan, you may designate two types of beneficiaries:

- Primary beneficiary: An individual or trust you name to receive your AD&D benefit in the event of your death.
- Contingent beneficiary: An individual or trust you name to receive your AD&D benefit in the event of your death if all of your designated primary beneficiaries die before you.

If any of your designated beneficiaries die before you and you do not change your designation, the percentage a deceased primary beneficiary would have received will be divided equally among your surviving primary beneficiaries in the event of your death. If all of your designated primary beneficiaries die before you and you do not change your designation, your AD&D benefit will be paid to your designated contingent beneficiaries in the event of your death. In this case, if any of your designated contingent beneficiaries die before you and you do not change your designation, the percentage a deceased contingent beneficiary would have received will be divided equally among your surviving contingent beneficiaries.

If you do not designate a beneficiary or all of your designated primary and contingent beneficiaries die before you, payment will be made in the following order in the event of your death:

- Surviving widow or widower
- Surviving children (equally)
- Surviving parents (equally)
- Surviving brothers and sisters (equally)
- Your estate

You are the beneficiary in the event of the accidental death or accidental dismemberment or Loss of Use of a covered Dependent.

COVERAGE OPTIONS AVAILABLE

You may select a coverage amount from one (1) to ten (10) times your Base Annual Earnings, subject to a minimum of \$10,000 and a maximum of \$1,000,000, rounded to the next higher even multiple of \$10,000, if not already an even multiple of \$10,000.

If you enroll, you may select spousal coverage in an amount equal to 50% or 100% of the coverage amount you selected for yourself.

Upon your enrollment, each of your Dependent children automatically is covered for \$10,000.

Cost of Coverage

Monthly premiums for you and your spouse are based on the coverage amount you select. Current AD&D rates are available online at oxylink.oxy.com. Upon your enrollment, each of your Dependent children automatically is covered at no additional cost. The per-pay-period portion of the monthly premium amount will be deducted from each paycheck on an after-tax basis.

WHAT THE PLAN COVERS

Amount of Plan Benefits

In the event of your accidental death, the Plan may pay 100 percent of your coverage amount to your designated beneficiary(ies) in a single sum. In the event of your covered Dependent spouse's accidental death, the Plan may pay 100 percent of the coverage amount you have elected for your spouse to you in a single sum. In the event of the accidental death of one of your covered Dependent children, the Plan may pay you the coverage amount of \$10,000 in a single sum.

You or your Dependent must be covered under the Plan on the date of the accident, and generally the Loss must occur within 365 days after the date of the accident. In the event that you or your covered Dependent(s) incur a Loss of limb or Loss of Use, the benefits will be paid to you in a single sum according to the following schedule:

For Loss of:	Percentage of Coverage Amount	
	Employee/Spouse	Dependent Child(ren)
Sight of Both Eyes Speech and Hearing of Both Ears Both Hands or Both Feet One Hand and One Foot Use of Four Limbs	100%	200%
Use of Three Limbs	85%	170%
Use of Two Limbs	75%	150%
Use of One Limb One Hand or One Foot Sight of One Eye Speech or Hearing of Both Ears	50%	100%
Hearing of One Ear Thumb and Index Finger of Same Hand	25%	50%

The Plan will not pay more than 100 percent of the coverage amount for multiple Losses (\$20,000 maximum for Dependent children).

Air Travel Coverage

Aircraft accident protection is provided for all passengers who sustain an Injury while traveling in or on, boarding or alighting from, or being struck or run down by any civilian aircraft, or company-owned or company-leased aircraft, having a current and valid Airworthiness Certificate and piloted by a properly qualified and licensed pilot.

Air Travel Coverage is also provided for pilots and crew members who are Oxy employees while operating company-owned or company-leased aircraft.

War Risk and Terrorism Coverage

The Plan includes coverage for Injury sustained as the result of an act of Terrorism. It also includes coverage for Injury caused by an accident when caused by or resulting from an act of war, except in the United States and in your or your Dependent's country of citizenship.

Additional Benefit Provisions

Depending on the circumstances and nature of an accident, the AD&D Plan may pay an additional benefit to you or your Dependent for a Loss due to death or Injury. You or your Dependent must be covered under the Plan on the date of the accident, and generally, the Loss must occur within 365 days after the date of the accident. More details regarding the following provisions can be found in the insurance contract.

Adaptive Home and Vehicle Benefit

A benefit may be provided if you or your Dependent incurs expenses for alterations to your or your Dependent's principal residence or personal private automobile due to Injury caused by an accident. The benefit will equal 5% of the coverage amount, subject to a minimum of \$1,000 and a maximum of \$10,000. The alterations must commence within 90 days after the date of the accident.

Eligible expenses are those required to make your or your Dependent's:

- Principal residence accessible to you or your Dependent; or
- Alter your or your Dependent's personal private automobile in such a way to allow you or your Dependent to operate or ride as a passenger.

Automobile Air Bag Benefit

This benefit will apply to an Injury sustained while operating or riding as a passenger in a private passenger automobile, provided you or your Dependent was wearing a properly fastened Seat Belt at the time of the accident and was positioned in a seat protected by a properly functioning original factory installed Supplemental Restraint System that deploys on impact. The Plan may provide an additional 5% of coverage amount for the Loss sustained, subject to a minimum of \$250 and a maximum of \$20,000.

No benefit is payable if the operator of the automobile was under the influence of alcohol or drugs. The Seat Belt and Supplemental Restraint System usage must be verified by a doctor, coroner, police officer or other person of competent authority.

Automobile Seat Belt Benefit

This benefit will apply to an Injury sustained while operating or riding as a passenger in a private passenger automobile, provided you or your Dependent was wearing a properly fastened Seat Belt at the time of the accident. The Plan may provide an additional 10% of coverage amount for the Loss sustained, subject to a minimum of \$500 and a maximum of \$50,000.

No benefit is payable if the operator of the automobile was under the influence of alcohol or drugs. The Seat Belt usage must be verified by a doctor, coroner, police officer or other person of competent authority.

Brain Damage Benefit

The Plan may pay an amount equal to 50% of the coverage amount, subject to a maximum of \$50,000, if a Loss caused by an accident results in traumatic brain injury causing Brain Damage. In addition to other requirements, you must be confined to a hospital for at least 30 days following the accident, the Brain Damage must occur within 60 days after the date of the accident and the Brain Damage must continue for 12 months.

In no event will more than the coverage amount shown be paid for all Losses resulting from any one Injury. The amount of Plan benefits will be reduced by any amount paid under the Brain Damage Benefit.

Child Care Center Benefit

If you or your covered spouse dies as a result of Injury caused by an accident, a benefit may be paid for each of your covered Dependent children. The benefit may provide, for up to four consecutive years, an amount equal to the lesser of the actual annual cost charged by a Licensed Child Care Center or 5% of your or your spouse's coverage amount, up to \$3,000 per year.

The benefit will be paid for each Dependent child who, on the date of the accident, was under age 13, was attending a Licensed Child Care Center on a full-time basis or who enrolls in a Licensed Child Care Center on a full-time basis within 365 days after the date of the accident.

College Education Benefit

If you or your covered spouse dies as a result of Injury caused by an accident, the Plan may pay a benefit for each of your covered Dependent children. The loss of life must occur within 365 days after the date of such accident.

The benefit may provide, for up to four consecutive years, an amount equal to the lesser of the actual annual tuition charged by the licensed or accredited school or 5% of your or your covered spouse's coverage amount, up to \$5,000 per year.

The benefit shall be paid for each Dependent child who, on the date of such accident, was attending a licensed or accredited school (beyond the 12th grade level) on a full-time basis or

was at the 12th grade level and enrolls in a licensed or accredited school (beyond the 12th grade level) on a full-time basis within 365 days after the date of such accident.

The Dependent child must continue to enroll and attend a licensed or accredited school (beyond the 12th grade level) for the benefit to be paid.

Coma Benefit

If you or your Dependent are in a coma for at least 60 consecutive days due to Injury caused by an accident, the Plan may pay a benefit. The coma must occur within 31 days after the date of the accident and must result from accidental bodily Injury which is direct and independent of any other cause.

The benefit will be equal to 5% of the applicable coverage amount, subject to a minimum of \$150 and a maximum of \$2,000 per month for up to 12 months. The benefit will end when the comatose condition ceases, whether by death, recovery or any other change of the condition.

Criminal Assault Benefit

This benefit will apply to an Injury sustained by you or your Dependent as the result of a violent criminal act committed by a person or persons. The Plan may provide an additional 10% of coverage amount for the Loss sustained, subject to a minimum of \$500 and a maximum of \$50,000.

No benefit is payable if the Injury sustained is the result of your or your Dependent's own criminal act or any attempted criminal act.

Funeral Expense Benefit

The Plan may pay a benefit for loss of life due to Injury caused by an accident. The benefit will be the lesser of the reasonable burial expenses for interment or \$5,000. Reasonable expenses include, but are not limited to, embalming, cremation, coffin, gravestone and professional services of a licensed mortician or funeral director.

Permanent Disfigurement Benefit

The Plan may provide for a loss, as defined below, due to Injury caused by an accident to you or your Dependent. This benefit provides 10% of the coverage amount for loss due to Injury, subject to a minimum of \$1,000 and a maximum of \$25,000. The loss must occur within 30 days after the date of the accident.

For purposes of this benefit, "loss" means any permanent disfigurement resulting from accidental bodily Injury which cannot be corrected by cosmetic surgery or by any other reasonable means as established by a competent licensed cosmetic surgeon acting within the scope of his or her license.

Rehabilitation Benefit

The Plan may pay a benefit in an amount equal to 5% of the applicable coverage amount for the Loss sustained. The benefit is subject to a minimum of \$250 and a maximum of \$500 per month for up to 12 months, while rehabilitation therapy is received from an accredited therapist as a result of the accident.

Spouse Training Benefit

The Plan may pay a benefit to your covered spouse if you lose your life due to Injury caused by an accident within 365 days after the date of such accident. The benefit may provide, for up to four consecutive years, an amount equal to the lesser of the actual annual tuition charged by a school of higher education or vocational training or 5% of the your coverage amount, up to \$3,000 per year.

In order for benefits to be paid, the covered spouse must not be employed in an income producing occupation on the date of the accident and must, as a result of the accident, seek full-time employment within 365 days after the date of such accident and enroll as a full-time student in a school of higher education or vocational training for the purpose of preparing for full-time employment.

Surgical Reattachment Benefit

The Plan may pay a benefit for the reasonable medical expenses, shown below, required to surgically reattach a severed arm, leg, hand or foot due to Injury caused by an accident to you or your Dependent. The Loss must occur within 5 days after the date of the accident.

Items of reasonable medical expense are:

- Medical treatment by a licensed physician or surgeon, acting within the scope of his or her license;
- Services of a licensed anesthesiologist, acting within the scope of his or her license;
- Services of a licensed nurse, acting within the scope of his or her license; and
- Hospital confinement.

For Loss of:	Percentage of Coverage Amount
Both Legs or Both Arms Both Hands or Both Feet One Arm and One Leg One Hand and One Foot	50%
One Arm or One Leg One Hand or One Foot	25%
Thumb and Index Finger of Same Hand	10%

The Plan will not pay more than 50 percent of the coverage amount for multiple Losses.

Therapeutic Counseling Benefit

The Plan may pay a benefit for therapeutic counseling received in connection with an Injury in an amount equal to 5% of the applicable coverage amount for the Loss sustained. The benefit is subject to a minimum of \$250 and a maximum of \$500 per month for up to 12 months. The therapeutic counseling must be received from an accredited and state licensed therapist, psychiatrist or psychologist and begin within 90 days after the date of the accident.

WHAT THE PLAN DOES NOT COVER

Benefits are not paid for any Loss caused by or resulting from:

- Suicide or self-inflicted injury; whether sane or not (in Missouri, while sane);
- Bacterial infection, except those which occur with a cut or wound at the time of the accident;
- Any kind of disease;
- Medical or surgical treatment (except surgical treatment required by the accident);
- War or any act of war occurring within the United States of America or your or your Dependent's country of citizenship;
- Injury sustained while riding in, boarding or alighting from any aircraft, unless riding as a passenger (but not as a pilot, operator or member of the crew, unless a specific written agreement has been obtained from the Company*) in or on:
 - any civilian licensed aircraft operated by a licensed pilot; or
 - any transport type aircraft operated by the Military Airlift Command of the United States or the similar service of any recognized country.
- Injury sustained while in any of the armed forces (land, sea or air) of any country or international authority except while on temporary domestic National Guard or Reserve duty for less than 60 days;
- Voluntarily taking any drug, chemical or controlled substance, unless taken as prescribed by a licensed physician;
- Committing or attempting to commit a felony; or
- Operating any vehicle with a blood alcohol level greater than the legal limit.

* Oxy pilots and crew members may be covered as described in the *Air Travel Coverage* section.

CLAIMS AND BENEFIT PAYMENT

Written *notice of a claim* must be given to the insurance company within 20 days after the Loss, or as soon as possible. The insurance company will provide claim forms for the filing of proofs of Loss.

Written *proof of Loss* must be provided to the insurance company within 90 days after the date of Loss or as soon as possible. If the insurance company approves the claim, AD&D Plan benefits will generally be paid in a single-sum payment. All benefits will be paid to you, if living, otherwise to your beneficiary(ies). If AD&D Plan benefits are denied, a written explanation will be provided to you or, in the event of your death, to your beneficiary by the insurance company. AD&D Plan benefits are paid at the sole discretion of the insurance company.

Except in the absence of legal capacity, in no event will a Loss be considered if due written proof for that Loss is furnished more than 2 years after the date the Loss was incurred.

Denial of Claim and Benefits Appeal Process

The AD&D Plan is covered under Title I of the Employee Retirement Income Security Act of 1974 (ERISA). In accordance with sections 402 and 503 of Title I of ERISA, the Plan sponsor has designated a Named Fiduciary under the Plan, who has complete authority to review all denied claims for benefits under the Plan. The Plan Administrator has discretionary authority to determine who is eligible for coverage under the Plan and the Claims Administrator has discretionary authority to determine eligibility for benefits under the Plan. In exercising its fiduciary responsibilities, the Named Fiduciary shall have discretionary authority to determine whether and to what extent covered Plan participants and beneficiaries are eligible for benefits, and to construe disputed or doubtful Plan terms. The Named Fiduciary is deemed to have properly exercised such authority unless it has abused its discretion hereunder by acting arbitrarily and capriciously.

If you or your designated beneficiary(ies) makes a claim for AD&D Plan benefits and that claim is denied, you or your beneficiary will receive notification of the denial within 90 days, including the reason(s) for the denial. This time period may be extended up to an additional 90 days due to special circumstances. In that case you or your designated beneficiary will be notified of the extension before the end of the initial 90-day period. Notice of the extension will explain the special circumstances requiring the extension and the date by which a decision is expected.

After receiving a written denial of the claim, you or your beneficiary will have 60 days to request a review of the reason for the denial. The request must be submitted in writing and include the reasons for requesting the review. Submit the request, along with any additional information or comments relevant to the claim, to the claim office that advised you of the denial. As a part of the review procedure, you or your beneficiary may examine any documents pertinent to the claim. The Claims Administrator has full and exclusive responsibility for reviewing denied claims on appeal.

Within 60 days after the request for review of the claim has been received, you or your designated beneficiary(ies) will be notified in writing of the final decision regarding the claim and the reason for the decision. You or your beneficiary usually will receive an indication of whether the claim will be paid within 60 days after the date of the appeal unless there are special circumstances, in which case you will be notified within 120 days.

No legal action may be commenced prior to the completion of the benefits claims procedure described in this Summary Plan Description (SPD).

No action may be brought to recover under the insurance contract until 60 days after proof of Loss has been given. No action can be brought after 3 years from the date due written proof of Loss was required to be furnished.

WHEN COVERAGE ENDS

When Employee Coverage Ends

Your coverage will end on the earlier of the date:

- The Plan ends;
- Ending the period for which your last contribution is made; or
- You are no longer eligible.

Termination or Retirement

If you terminate employment for any reason, including retirement or layoff because of a reduction in work force, your AD&D coverage will cease; however, you may be eligible to convert your coverage as described in the section below entitled *Conversion Options*.

Death

If you die in active employment and are covered under the AD&D Plan, coverage for your covered Dependent(s) may be continued for up to 12 months from the date of your death unless he or she experiences a loss of eligibility status (e.g., the remarriage of the spouse, the date the Dependent child ceases to be eligible as a Dependent, or the date the Policy ceases).

When Dependent Coverage Ends

Coverage for your dependents ends when your coverage ends or when they are no longer eligible, whichever occurs first; however, conversion of coverage may be available as described in *Conversion Options* below.

Conversion Options

If your coverage ceases due to termination of employment or eligibility status, you may apply for coverage under an individual AD&D policy underwritten by Gerber Life Insurance Company. Your covered spouse and any covered Dependent children may also apply for a conversion policy when they are no longer an eligible Dependent. The amount of available conversion coverage and the amount of your premiums are determined by Gerber.

Application and payment for the first premium for the individual policy must be made within 31 days after the date your AD&D coverage ends. Call *OxyLink* at 800-699-6903 to obtain the necessary application forms. You are responsible for premium payments if you convert to an individual policy.

CONTINUATION OF COVERAGE

During Illness or Injury

If you are absent from work because of illness or injury, AD&D Plan coverage will continue while you are eligible to receive benefits under Oxy's Short-Term Disability Plan (or, as applicable, a sickness and accident plan), provided that you continue your premium payments. If you discontinue your coverage during your period of absence and you return to active Oxy employment, you will be eligible to reenroll during the next Open Enrollment period.

During a Leave of Absence

If you take an approved leave of absence, your AD&D Plan coverage will continue for the first six months of the approved leave of absence, provided you continue to make your premium payments.

If you discontinue your coverage during your leave of absence and then return to active Oxy employment, you will be eligible to reenroll during the next Open Enrollment period. If you are on an approved leave of absence under the Family and Medical Leave Act of 1993, or any applicable state law, and you elect to discontinue your coverage during your leave of absence, you will be eligible to reenroll upon the earlier of your return to active Oxy employment or during the next Open Enrollment period.

GENERAL INFORMATION

Your Rights as a Plan Participant

As a participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as follows:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including insurance contracts and the latest annual report (Form 5500 Series), and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Action 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 employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain 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 materials from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or 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.

Help With Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance with 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
- 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.

Plan Documents

This benefit plan description summarizes the main features of the Plan, and is not intended to amend, modify, or expand the Plan provisions. In all cases, the provisions of the Plan document and any applicable contracts control the administration and operation of the Plan. If a conflict exists between a statement in this summary and the provisions of the Plan document or any applicable contracts, the Plan document will govern.

Discretionary Authority of Plan Administrator and Claims Administrator

In accordance with sections 402 and 503 of Title I of ERISA, the Plan sponsor has designated a Named Fiduciary under the Plan, who has complete authority to review all denied claims for benefits under the Plan. The Plan Administrator has discretionary authority to determine who is eligible for coverage under the Plan and the Claims Administrator has discretionary authority to determine eligibility for benefits under the Plan. In exercising its fiduciary responsibilities, the Named Fiduciary shall have discretionary authority to determine whether and to what extent covered Plan participants are eligible for benefits, and to construe disputed or doubtful Plan terms. The Named Fiduciary shall be deemed to have properly exercised such authority unless it has abused its discretion hereunder by acting arbitrarily and capriciously.

No Guarantee of Employment

By adopting and maintaining the Occidental Petroleum Corporation Welfare Plan for certain eligible employees, Oxy has not entered into an employment contract with any employee. Nothing contained in the Plan documents or in this summary gives any employee the right to be employed by Oxy or to interfere with Oxy's right to discharge any employee at any time. Similarly, this Plan does not give Oxy the right to require any employee to remain employed by Oxy or to interfere with the employee's right to terminate employment with Oxy at any time.

Future of the Plan and Plan Amendment

Oxy expects and intends to continue this Plan but does not guarantee any specific level of benefits or the continuation of any benefits during any periods of active employment, inactive employment, disability or retirement. Benefits are provided solely at Oxy's discretion. Oxy reserves the right, at any time or for any reason, through an action of the Executive Vice President of Human Resources of Occidental Petroleum Corporation, to suspend, withdraw, amend, modify, or terminate the Plan (including altering the amount you must pay for any benefit), in whole or in part. In the case of a material change in this description of the Plan, such action will be evidenced by a written announcement to affected individuals.

Plan Administration

The additional information in this section is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA) regarding the AD&D Plan and the persons who have assumed responsibility for its operation.

Plan Name	Occidental Petroleum Corporation Welfare Plan (Accidental Death and Dismemberment Insurance Component)
Employer Identification Number	95-4035997
Plan Number	591
Plan Administrator	Occidental Petroleum Corporation Employee Benefits Committee
Type of Administration	Insured Contract
Plan Sponsor and Address for Legal Process for the Plan	Occidental Petroleum Corporation 10889 Wilshire Boulevard Los Angeles, California 90024 310-208-8800
Claims Administrator and Address for Legal Process for the Policy	<i>The Plan is insured and claims are paid by:</i> Gerber Life Insurance Company 1311 Mamaroneck Avenue White Plains, New York 10605
Named Fiduciary	Gerber Life Insurance Company
Plan Year Ends	December 31
Plan Type	ERISA Welfare Plan
Source of Contributions	Employee

GLOSSARY

Following are definitions of the capitalized terms and phrases used throughout this document.

Activities of Daily Living (ADLs)

- 1) **Bathing** – the ability to wash oneself either in the tub or shower or by sponge bath with or without equipment or adaptive devices;
- 2) **Dressing** – the ability to put on and take off all garments and medically necessary braces, artificial limbs or other adaptive devices;
- 3) **Toileting** – the ability to get to and from and on and off the toilet, and to maintain a reasonable level of personal hygiene;
- 4) **Transferring** – the ability to move in and out of a chair, wheelchair or bed with or without equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices;
- 5) **Eating** – the ability to get nourishment into the body; and
- 6) **Continence** – the ability to either:
 - voluntarily control bowel and bladder functions; or
 - if incontinent, be able to maintain a reasonable level of personal hygiene, including caring for a catheter or colostomy bag.

A person is considered unable to perform an activity of daily living if the task cannot be performed safely without another person’s assistance or regular supervision.

Airworthiness Certificate

The “Standard” Airworthiness Certificate issued by the Federal Aviation Agency of the United States or its foreign equivalent.

Base Annual Earnings

For purposes of determining the amount of your Plan benefit, base annual earnings is the base annual salary you receive, excluding overtime, bonuses, or other forms of additional compensation.

Brain Damage

A traumatic brain injury which causes the complete inability to perform all of the Activities of Daily Living (ADLs). A person is considered unable to perform an ADL if the task cannot be performed safely without another person’s assistance or regular supervision.

Dependent

Your eligible dependents are your legal spouse and your unmarried natural children; adopted children (children will be considered adopted on the date of placement in the your residence); stepchildren; foster children; and any children for whom you and/or your spouse have obtained primary legal custody.

To be eligible, children must be under 19 years of age. Unmarried children under age 25 who attend a licensed accredited school (beyond the 12th grade level) on a full time-time basis are also eligible. For coverage to continue during vacation periods, the child must be scheduled to enter school on the next enrollment date.

Attainment of the age limit shall not terminate coverage of any covered child who is and continues to be unable to earn a living because of mental retardation or physical handicap; and dependent upon you for support and maintenance. You must furnish proof of the child's handicap; and agree to make any required contributions, within 31 days after the child attains the age limit.

Where required by state law, a domestic partner may be eligible for similar coverage provided to the spouse of an employee.

Injury

Accidental bodily injury which: (i) is direct and independent of any other cause; and (ii) requires treatment by a licensed physician or surgeon acting within the scope of his or her license.

Licensed Child Care Center

Any state licensed facility, other than a family day care home, which provides non-medical care and supervision for children in a group setting less than 24 hours a day.

Loss

Loss shall mean the complete, total and irrecoverable loss of:

- use of a hand at or above the wrist;
- use of a foot at or above the ankle joint;
- use of a limb at or above the elbow or knee;
- the sight of an eye;
- speech;
- hearing; or
- thumb and index finger at or above the knuckles.

Loss of Use

The complete, total and irrecoverable loss of the use of an arm, leg, hearing, speech or sight.

Open Enrollment

The designated period(s) of time each year during which you may make changes to your Oxy benefit elections for the following Plan year.

Plan

“Plan” means the Occidental Petroleum Corporation Welfare Plan, and as used in this Summary Plan Description, unless the context otherwise plainly requires, “Plan” further means the accidental death and dismemberment insurance benefits described here. Also, in this Summary Plan Description, “Plan” is used interchangeably with “AD&D Plan.”

Seat Belt

A properly installed seat belt, lap and shoulder restraint, child restraint or other restraint approved by the National Highway Traffic Safety Administration.

Supplemental Restraint System

An original factory-installed air bag designed to inflate on impact for added protection to the head and chest areas.

Terrorism

The regular use of violence by a group to intimidate or coerce a population or government into granting the political demands of the group.