



Summary Plan Description

# BASIC LIFE INSURANCE

2015

your health.  
your life.  
your future.

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

## **INTRODUCTION**

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The Plan provides financial protection to your survivors in the event of your death from any cause. This company-paid basic life insurance pays a benefit of two times your Base Annual Earnings. You may apply for additional employee-paid life insurance protection for you and your dependents under the Group Universal Life (GUL) insurance plan, as described in the GUL Summary Plan Description.

The Basic Life Insurance described in this booklet is a company-paid benefit 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 Basic Life Insurance benefits. In the event that there is a discrepancy between the SPD and the Plan documents, the Plan documents will control.

The Plan described in this booklet is insured by Aetna Life Insurance Company. The benefits are effective only while you are covered under the Plan.

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

## **ELIGIBILITY AND ENROLLMENT**

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### **Eligibility**

You are eligible to participate in the Basic Life Insurance 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 are not eligible to participate. You are considered a full-time employee under the Plan if you are regularly 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 Basic Life Insurance Plan only if your negotiated bargaining agreement specifically provides for participation.

### **Enrollment**

Enrollment in the Basic Life Insurance Plan is automatic. Oxy pays the full cost of your Basic Life insurance.

### ***Effective Date***

Your coverage begins on your date of hire or the date you become an eligible employee. You must be actively at work for your coverage to go into effect. If you are not, your coverage will not take effect until you are at, or return to full-time work for one full day.

## **DESIGNATING A BENEFICIARY**

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A beneficiary is a person you choose to receive insurance proceeds. Upon your initial eligibility for coverage, you will be requested to complete a Beneficiary Designation and submit it to the OxyLink Employee Service Center (OxyLink). You may name anyone as your designated beneficiary(ies), and you may change your beneficiary designation at any time by completing the proper form. Any change will take effect on the date you sign the form, but will not apply to any amount paid by Aetna Life Insurance Company before the form is received.

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 basic life insurance benefit in the event of your death.
- **Contingent Beneficiary:** An individual or trust you name to receive your 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 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 spouse
- Surviving children (equally)
- Surviving parents (equally)
- Surviving brothers and sisters (equally)
- Your estate

## **EMPLOYEE LIFE INSURANCE**

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### **Amount of Plan Benefits**

In the event of your death from any cause, the Plan will pay Basic Life Insurance benefits of two times your Base Annual Earnings\*, rounded up to the next \$500 if not an integral multiple of \$500, to a maximum of \$4,000,000. Benefits are generally paid to your beneficiary(ies) in a single cash payment.

If your Base Annual Earnings increase, the amount of your Plan coverage will be adjusted automatically provided you are actively at work. If you are disabled and away from work on the date your change in coverage would become effective, your coverage change will take effect when you return to full-time employment for one full day.

Plan coverage in excess of \$50,000 will produce taxable imputed income to you. You may elect to waive your Plan coverage above \$50,000 by submitting written notification to OxyLink.

### ***Grandfathered Life Insurance Benefits***

If you were an employee of Occidental Petroleum Corporation in a division other than the Hooker Chemical Division and you were employed as of June 30, 1981, you may be eligible for special life insurance. If you had company-paid Basic Life Insurance of three times your Base Annual Earnings on June 30, 1981, you were permitted to maintain this coverage if you completed the applicable election card.

Those employees of Hooker Chemical Division who were employed on June 30, 1974, and who elected the special option to maintain coverage of three times their salary in 1974, also were eligible for the special life insurance coverage described above. Employees of Hooker Chemical Division who were not eligible or waived this special option are covered under the standard provisions of the Plan described in this SPD. The other provisions of Plan coverage described in this SPD also will apply to this special option. If you have any questions about this option, please contact OxyLink at 800-699-6903.

### **Accelerated Death Benefit**

The Plan's accelerated death benefit (ADB) feature allows you to receive a partial life insurance benefit if you are diagnosed with a Terminal Illness, certain other specific medical condition such as amyotrophic lateral sclerosis (Lou Gehrig's disease), or a condition that requires life support or a lifelong hospital confinement, while covered by the Plan. You may request an ADB up to 75% of the amount of the Basic Life Insurance then in force for you to be paid before your death. A maximum of \$500,000 applies.

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\* If you are a grandfathered participant in the Senior Executive Survivor Benefit Plan, your Basic Life Insurance benefit under this Plan is limited to \$50,000, and it ceases upon retirement.

The ADB benefit may be paid either in a lump sum or in monthly payments. The life insurance benefit paid to your beneficiary will be reduced by the amount of any accelerated death benefit paid to you.

You may request an accelerated death benefit only once, and only if you have not otherwise assigned your benefit.

## **CLAIMS AND BENEFIT PAYMENT**

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All claims should be reported promptly. In the event of your death, your designated beneficiary should contact your human resources representative or the OxyLink Employee Service Center at 800-699-6903. Your beneficiary will be informed of any information, such as a certified copy of the death certificate, that may be required.

### ***Payment of Benefits***

Benefits will be paid as soon as the necessary proof to support the claim is received. Written proof must be provided. Any death benefit for your loss of life will be paid in accordance with the beneficiary designation and, if applicable, the Plan benefit will be reduced by the amount of any Accelerated Death Benefit. **Note: The Plan will comply with any applicable state law governing payment of claims.**

You, your beneficiary or an authorized representative may file claims for Plan benefits, and appeal adverse claim decisions.

An “authorized representative” means your legal spouse or adult child, or a person you authorize, in writing, to act on your behalf. In addition, the Plan will recognize a court order giving a person authority to submit claims on your behalf.

### ***Adverse Benefit Determination***

The claimant will be notified of an adverse benefit determination not later than 90 days after the Plan’s receipt of the claim. This time period may be extended up to an additional 90 days due to special circumstances. In that case, the claimant 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.

If your claim is denied in whole or in part, you will receive a written notice of the denial from Aetna Life Insurance Company. The notice will explain the reason for the denial and the review procedure.

### ***Filing an Appeal of an Adverse Benefit Determination***

You may request a review of the denied claim. You will have 60 days following receipt of an adverse benefit decision to appeal the decision. The request must be submitted, in writing, and include your reasons for requesting the review. Submit your request to the office of the Aetna Life Insurance Company to which you submitted your initial request for benefit payment. You will be notified of the decision not later than 60 days after the appeal is received. If an extension of time for processing the appeal is needed, the time period may be extended up to an additional 60 days, in which case you will be notified prior to the end of the first 60-day period. The notice will indicate the special circumstances requiring an extension and the date by which a decision is expected.

You may submit written comments, documents, records and other information relating to your claim, whether or not the comments, records or information were submitted in connection with the initial claim. You may also request that the Plan provide you, free of charge, copies of all documents, records, and other information relevant to the claim.



## **WHEN COVERAGE ENDS**

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Your Basic Life Insurance will end at the first to occur of the following:

- Termination of your employment, except if you are receiving benefits under Oxy's Long-Term Disability Plan;
- The coverage described in this Summary Plan Description is terminated under the group contract; or
- You are no longer eligible as defined in the *Eligibility and Enrollment* section of this SPD.

### **Retirement**

Coverage will cease under this Plan on your last day of eligibility. However, if you were age 55 or older with at least five years of Oxy service and were eligible to participate in this Plan as of December 31, 1986; or if you were a non-represented field classified hourly employee of OXY USA Inc. and were age 50 or older as of November 30, 1994, you may be eligible for retiree life insurance in an amount up to \$10,000.

### **Termination**

If you terminate for any reason, including layoff because of a reduction in work force, your Basic Life Insurance coverage will cease; however, you may be eligible to convert your coverage as described below.

### **Converting to an Individual Policy**

If your Basic Life Insurance ceases because your employment terminates or you are no longer in a class eligible for such insurance, or because of retirement, you may apply to convert the amount of insurance which ceases (or a lesser amount if desired) to an individual life insurance policy. Conversion availability and amounts will vary depending on the specific circumstances regarding your loss of coverage. Contact OxyLink for more detailed information.

You must apply for an individual policy under the Conversion Privilege and pay the first premium within 31 days after your insurance ceases. No evidence of insurability will be required.

Your converted policy may be any kind of individual policy then customarily being issued by the insurance company for the amount being converted and for your age (nearest birthday) on the date it will be issued.

## **CONTINUATION OF COVERAGE**

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### **Coverage During Illness or Injury**

If you are unable to work because of illness or injury, your Basic Life Insurance coverage will continue while you are eligible to receive benefits under Oxy's Short-Term Disability Plan. If you remain disabled, your coverage will also continue at no cost to you while you receive any benefits under Oxy's Long-Term Disability (LTD) Plan.

### **Coverage During a Leave of Absence**

If you are granted an approved leave of absence, your coverage under this Plan will continue during the first six months of the approved leave of absence.

## **GENERAL INFORMATION**

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### **Other Plan Provisions**

#### ***Effect of Prior Coverage***

Your coverage under this Plan replaces any prior life insurance that was provided by another group policy and sponsored by a predecessor company or by Oxy. This current coverage will be in exchange for the entire coverage under the prior life insurance. If you or your beneficiary become entitled to claim under the prior life insurance, your insurance under this Plan will be canceled. This will be done as of its effective date.

#### ***Multiple Employers and Misstatement of Fact***

You cannot receive multiple coverage under this Plan because you are connected with more than one employer.

If there is a misstatement of fact that affects your coverage under this Plan, the true facts will be investigated to determine the coverage that applies.

#### ***No Vested Rights***

Benefits for claims incurred after the date any benefit adjustment becomes effective are payable in accordance with the revised Plan provisions. In other words, there are no vested rights to benefits based upon provisions of this Plan in effect prior to the date of any adjustment.

## **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 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 Basic Life Insurance Plan and the persons who have assumed responsibility for its operation.

Plan Name	<b>Occidental Petroleum Corporation Welfare Plan (Basic Life Insurance Component)</b>
Employer Identification Number	<b>95-4035997</b>
Plan Number	<b>591</b>
Plan Administrator	<b>Occidental Petroleum Corporation Employee Benefits Committee</b>
Type of Administration	<b>Group Insurance Policy with:</b>  <b>Aetna Life Insurance Company 151 Farmington Avenue Hartford, CT 06156</b>
Plan Sponsor and Address for Legal Process for the Plan	<b>Occidental Petroleum Corporation 10889 Wilshire Boulevard Los Angeles, California 90024 310-208-8800</b>
Claims Administrator and Address for Legal Process for the Policy	<i>The Plan is insured and claims are paid by:</i> <b>Aetna Life Insurance Company 151 Farmington Avenue Hartford, CT 06156</b>
Named Fiduciary	<b>Aetna Life Insurance Company</b>
Plan Year Ends	<b>December 31</b>
Plan Type	<b>ERISA Welfare Plan</b>
Source of Contributions	<b>Employer Contributions</b>

## **GLOSSARY**

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The capitalized terms that appear throughout this booklet are defined in this section.

### **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.

### **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 life insurance benefits described here. Also, in this Summary Plan Description, “Plan” is used interchangeably with “Basic Life Insurance Plan.”

### **Terminal Illness**

Terminal Illness means a medical prognosis of 24 months to live.