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Program at a Glance

The following summarizes the Short-Term Disability Program (STD Program). The STD Program provides you with continuing income in case of a covered illness or injury. Please read the remainder of this document for additional terms and conditions.

For updates to this information, go to My HR on oxynet.oxy.com.

Who's Eligible
- All regular non-represented employees regularly scheduled to work at least 20 hours per week.
- Represented union employees are eligible if provided for in their collective bargaining agreement.

KEY FEATURES OF THE STD PROGRAM

Week 1 – Elimination Period
You must satisfy an elimination period under the STD Program. This is the maximum of 40 consecutive hours or five consecutive workdays (if you are a GoM employee the elimination period is 42 consecutive hours). The time must be continuous and due to the same health condition for a Qualified Disability. The time should be reported as Paid Time Off (PTO). After 40 hours of PTO, STD Program benefits will begin provided the condition is determined to be a Qualified Disability.

STD Benefit Amount – 25 Weeks Maximum
If you are disabled from performing your job because of a Qualified Disability and you meet Program requirements, you may receive STD benefits. The amount of your STD benefit is 100% of your base pay for up to 25 weeks. With the Elimination Period, the STD Program covers a maximum of 26 weeks. STD benefits are subject to an offset for other benefits received for the same leave.

OCCUPATIONAL QUALIFIED DISABILITY
If you are unable to work because of an occupational qualified disability and you meet all the requirements of the Program, you will receive 100% of your base pay for up to 26 weeks, subject to a deduction for benefits received from another source.

About the STD Program
The STD Program is a pay practice and is exempt from the requirements of ERISA.

This document is effective as of April 1, 2020. This STD Program document supersedes the prior STD Program document entirely.

The STD Program applies to legacy employees of Anadarko who have continued employment. Anadarko’s prior leave programs terminated March 31, 2020.
Managing Your Benefits

For Program information go to **My HR** on **oxynet.oxy.com**. Contact the OxyLink Employee Service Center for help in understanding and answering your benefit questions.

To initiate the STD process or if you have any questions about the process, please contact your HR representative or the Leave Administration team.

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<th>BENEFIT CONTACTS</th>
<th>Log on to OxyLink Online with your network ID (or employee ID if you’ve left employment) and your password to access the Employee Self Service portal to:</th>
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<tr>
<td>OxyLink Online</td>
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<td>• View your current Benefit Summary</td>
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<td>• Make new hire or <strong>Open Enrollment</strong> elections</td>
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<td>• Make a Status Change benefit election</td>
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<td>OxyLink Leave Administration</td>
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<td>OxyLink Employee Service Center</td>
<td>• Email: <strong><a href="mailto:LeaveAdminOxyLink@oxy.com">LeaveAdminOxyLink@oxy.com</a></strong></td>
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<td>For questions about your Oxy health and welfare benefit plans:</td>
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<td></td>
<td>• Email: <strong><a href="mailto:oxylink@oxy.com">oxylink@oxy.com</a></strong></td>
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<tr>
<td></td>
<td>Call <strong>800-699-6903</strong> or <strong>918-610-1990</strong>, outside the U.S.</td>
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</table>
Eligibility and Enrollment

Your Eligibility
You are eligible to participate in the STD Program if you are a regular, hourly or salaried non-represented employee of Occidental Petroleum Corporation (OPC) or an affiliated company (Oxy) who is regularly scheduled to work at least 20 hours per week or 80 hours per month and you meet these requirements:

- You are on a U.S. dollar payroll of OPC or Oxy;
- You are designated as eligible to participate by your employer; and
- You do not participate in a similar type of company-sponsored plan.

**Special Note:** All employees receiving benefits as of March 31, 2020, from the Extended Sick Leave Program or the Short-Term Disability Program of the Anadarko Petroleum Corporation Ancillary Benefits Plan or the Occidental Petroleum Corporation Short-Term Disability Plan (collectively “Prior Leave Program(s)”), will cease participation in such Prior Leave Programs and move to the STD Program effective April 1, 2020. For anyone who is presently on a leave under a Prior Leave Program, the STD Program shall use the beginning date applicable for the Prior Leave Program. Any benefits paid under a Prior Leave Program will be deducted from the 26-week maximum benefit duration, and in no event will an employee receive more than 26 weeks of benefits for the same period of a qualified disability.

Notwithstanding the above, you are not eligible to participate in the Program if:

- Your employment with Oxy is covered by a collective bargaining agreement, unless the agreement provides for your participation in the Program;
- You are classified as a temporary employee; or
- You are an intern.

Enrollment

**Automatic Coverage**
If you are eligible, you are automatically enrolled in the STD Program on your hire date, if actively at work.

**Actively at Work**
You must be actively at work for your STD 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.

**Paying for Coverage**
There is no employee cost or premium for the STD Program.
Short-Term Disability Program

The STD Program is designed to provide pay continuation if you are disabled, as defined in this STD Program document, and unable to perform your job because of illness or injury. This continuation pay benefit is provided by Oxy at no cost to you. The amount of your benefit is 100% of your base salary for up to 25 weeks payable after the elimination period. Benefits payable are dependent on your compliance with the requirements of the STD Program and all applicable absence management policies and procedures.

Your STD Benefit

Your STD benefit is summarized in the Program at a Glance section.

For purposes of calculating the STD benefit, your base pay is defined as only your regular salary, straight time hourly wages and regularly scheduled overtime. Base pay excludes bonuses, overtime, geographic premiums, other premiums, or additional forms of compensation. Any adjustment in base pay after a qualified disability begins will be used to compute the STD benefit on and after the effective date of the base pay adjustment.

You must satisfy an elimination period under the STD Program. This is the maximum of 40 consecutive hours or five consecutive workdays you are absent unless you are a GoM employee, which is 42 hours. The time must be continuous and due to the same health condition. Time absent during the elimination period must be reported as Paid Time Off (PTO) and will be subtracted from your PTO bank. If PTO is not available, the elimination period will be unpaid. When you have completed the elimination period, STD benefits will become effective on your next scheduled work day absence, provided the condition is determined to be a Qualified Disability. STD benefits may continue up to a maximum of 25 weeks at 100% of your base pay.

Generally, any protected leaves of absence under a family or medical leave policy (e.g., FMLA, state provided disability leave) to which you might be entitled while receiving STD benefits will be considered to run concurrently with your receipt of STD benefits.

How STD Benefits Integrate with Other Sources of Income

If you are absent receiving STD benefits and you are subsequently approved to return to work for Oxy on a part-time basis, you may be approved to continue receiving the STD benefit but it will be reduced by the earnings you receive while working.

The amount of your STD benefit payments will be reduced or offset dollar for dollar by any disability income you receive or are eligible to receive from other sources (Other Income), including:

- Workers’ compensation
- Any other Oxy-sponsored disability program, other than individual disability income policies
- Any government-sponsored disability program
- Any primary Social Security disability benefits

If you are unable to work due to an illness or injury, you must apply for all Other Income for which you are eligible, such as those listed above, as a condition of receiving STD benefits. Once you have applied for and begin receiving benefit payments from Other Income, you must immediately notify your Human Resources representative of the type and amount of benefit payments you are receiving or may become eligible to receive. Oxy may offset your STD benefit for any Other Income that is approved for you, even if such Other Income has not yet been received by you.
In its complete discretion, Oxy may reduce STD benefits based upon an estimate of Other Income that you will receive. If your payment has been reduced by an estimated amount for Other Income, your payment may be further adjusted when Oxy receives proof:

- Of the amount awarded; or
- Claims for Other Income have been denied and all appeals have been completed.

If your benefit payments from Other Income plus the benefit payments you receive under this STD Program total more than 100% of your base pay for the applicable period of time, your STD Program benefit payments will be reduced so the total amount received is not greater than your base pay. If your receipt of benefit payments from this STD Program and from any other deductible sources of income or sources results in you receiving more than 100% of your base pay, Oxy will offset future STD benefit payments until the amount overpaid is recovered.

You must repay Oxy for any overpayment of STD benefits. Consistent with applicable law, Oxy may reduce or eliminate future payments instead of requiring repayment or Oxy may collect the overpayment by deducting it from any payments due to you from Oxy, including any pay or other earnings. If requested, you must sign an authorization allowing Oxy to deduct overpayments from your pay or other earnings. Oxy will not recover more than the amount that was paid to you.

Oxy has the right to recover any overpayments due to any error made in processing a claim or fraud. False or materially misleading claims for STD benefits may result in disciplinary action up to and including termination of employment.

**Duration of Benefit Payments**

STD benefits cease upon the earliest of the following events:

- The date you return to active Oxy employment on your regular schedule (i.e., if your regular schedule was full-time but you are authorized to return to work on a part-time basis and have a Qualified Disability, you may be eligible to receive STD benefits for the time not worked)
- The date you no longer have a qualified disability
- The date you fail to comply with any applicable leave management policies or procedures, including failure to provide medical information required to certify the disability and the plan for your medical care
- The date you are medically able to return to work with restrictions and are offered an opportunity to do so, but you decline the offer
- The date that you are notified that your employment will end including not limited to under the Occidental Petroleum Corporation Notice and Severance Pay Plan
- Your death
- The date you cease to be eligible for STD benefits under the Program for any reason
- The date you terminate employment or retire under any one of Oxy's retirement plans
- The date you have received the maximum benefit (26 weeks of STD benefit payments) under the Program in connection with any one qualified disability
- The date you perform services for an employer (including self-employment) other than Oxy, even if you were employed with the other employer before the date your disability was incurred

Example: If you work at Oxy and also have a job with a second employer, if you apply for and receive STD benefits under this Program, you may not work for the other employer, even on a part-time basis, while you are receiving STD benefits. If Oxy determines that you were working for another employer while receiving STD benefits under this Program, your STD benefits will cease retroactively to the first date you worked for the other employer while receiving STD benefits. Oxy reserves the right to require repayment of these amounts and to take appropriate disciplinary action.
• The date the Program is terminated or the date the Program is amended to eliminate or modify the STD benefits.

Successive Disabilities

If you return to active Oxy employment after receipt of STD benefits but work fewer than 90 calendar days (with work including days absent for approved PTO or other approved leave of absence), any subsequent qualified disability that is a result of the same or a related health condition is considered one continuous disability. Any remaining STD benefits will be payable as if you had not returned to work. However, you may be required to submit additional medical documentation regarding your medical condition. For example, assume you receive STD benefits for 16 weeks and return to work, which does not include PTO time or excused time off. You resume your leave of absence within 90 calendar days of your return to work because of a recurrence of the same qualified disability or a related health condition. In this case, you will have 9 weeks of STD benefits remaining under the Program. You will not be eligible to begin a new 25 week benefit period.

If you return to work after receiving STD benefits, work fewer than 90 calendar days and become eligible for STD benefits because of a subsequent qualified disability that is unrelated to the earlier qualified disability, you will be eligible for up to the full 25 weeks of STD benefits in connection with the subsequent qualified disability. However, you will also be subject to the elimination period because this is a new event. Therefore this will be recorded as PTO and reduce the number of PTO hours you have remaining in your PTO bank.

If you return to work after receiving STD benefits and work every scheduled work day of your regular schedule during the next 90 calendar days (with work including days absent for approved PTO or other approved leave of absence), you will be eligible for up to the full 25 weeks of STD benefits for any subsequent qualified disability. This means even if the subsequent qualified disability is the result of the same or related health condition of a previous qualified disability.

If you do not return to work and you incur a new qualified disability while receiving STD benefits, it will be considered as part of the same disability period. You will not be eligible to begin a new 25-week benefit period. Physician’s documentation supporting returning to work will be required for both health conditions.

STD Benefits and Leaves of Absence

Your eligibility for a leave of absence and your right to reinstatement, if any, is governed by the Family and Medical Leave Act (FMLA), applicable federal, state and local laws, and any applicable Oxy leave policies.

Your receipt of STD benefits under this Program does not guarantee you any right to reinstatement. For example, if you are not eligible for a FMLA medical leave of absence or are unable to return to work once you have exhausted your available FMLA medical leave, you may still be eligible to receive STD benefits. However, you would not be guaranteed any right to reinstatement. Oxy reserves the right to replace you and terminate your employment, subject to all applicable legal requirements. In such circumstances, when you are medically able to return to work, you may apply for any open and available positions for which you are qualified. You will be considered on the same terms as other applicants but including your prior work performance and conduct with Oxy.

Similarly, even if you qualify for disability or a leave of absence under the FMLA, an Oxy policy, and/or applicable law, you may not be eligible for STD benefits unless you independently provide all requested medical documentation and meet all the requirements of this STD Program, which may be more stringent than those required to qualify for a disability or leave of absence under other laws or programs.

Evidence of Disability

For Oxy to confirm whether your absence is a qualified disability under the STD Program, you are required to
provide **objective medical evidence** within 10 days of your leave commencement.

Additional medical information requested by Oxy must be received within 15 days of the request. You may also be required to provide periodic follow-up statements at specified times or upon request. In addition, Oxy may require you to be examined (at its expense) by a **physician** (including a health care professional working under the supervision of a physician) of Oxy's own choosing to determine your eligibility for STD benefits under the Program. Your STD benefits will be discontinued if you fail to provide requested medical documentation, fail to return an authorization allowing Oxy and its representatives to communicate with your health provider or receive relevant medical documentation, or refuse to see Oxy's designated physician (or cooperate with the physician) when requested to do so. Oxy shall determine, in its sole discretion, whether you are eligible to receive STD benefits under the Program.

**Return to Work**

A Return to Work release form completed by your physician must be provided to and approved by the Occupational Health Department, prior to your returning to work. You should keep your Human Resources representative and supervisor informed about your plans to return to work, and confirm your actual return to work. In addition, you must follow your business unit procedures for return to work.

**Oxy’s Benefits While on STD**

While you remain eligible to receive payments under the STD Program, you will be covered under Oxy’s other benefit plans and programs as outlined below, subject to the right of the plan sponsor to modify, amend, or terminate such plans and programs on a prospective basis:

- **Medical, Dental and Vision Plans**—If you are enrolled in the Medical, Dental and/or Vision Plan on your last day actively at work, coverage for you and your dependents will continue in accordance with Plan terms as long as you continue to make the required monthly contributions.
- **Health Savings Accounts (HSAs)**—If you are contributing to an HSA, payroll deduction of contributions will continue unless you elect otherwise.
- **Flexible Spending Accounts (FSAs)**—If you are contributing to an FSA, payroll deduction of your contributions will continue. Call the OxyLink Employee Service Center for FSA continuation options if your pay does not cover the contributions.
- **Long-Term Disability (LTD) Plan**—Your coverage will continue while on STD. If you are enrolled in a contributory plan, your coverage will be continued as long as you continue to pay the required monthly premiums. **NOTE**: You should monitor your anticipated absence. If you believe that you will not return to work at the end of the 25 weeks of STD, it is strongly recommended you file a long-term disability (LTD) claim with Prudential (the LTD insurance carrier) approximately 13 weeks before your STD benefits end.
- **Basic Life and Basic Accidental Death & Dismemberment (Basic AD&D) Insurance Plans**—Your coverage will continue while on STD.
- **Group Universal Life Insurance (GUL) Plan**—If you are a GUL Plan participant, your coverage will continue as long as you continue to pay the required monthly premiums.
- **Voluntary Accidental Death & Dismemberment (Voluntary AD&D) Insurance Plan**—If you are a Voluntary AD&D Plan participant, your coverage will continue as long as you continue to pay the required monthly premiums.
- **Occupational Accidental Death & Dismemberment (OAD&D) Insurance Plan**—Your coverage will end if you are not actively at work.
- **Retirement Plans**—You will continue to accrue benefits based on your eligible earnings and any eligible annual bonus you receive.
- **401(k) Savings Plan**—You may continue to make contributions to your 401(k) Savings Plan based on the monthly base earnings and any eligible annual bonus you receive. Oxy will continue to make any applicable employer matching contributions.
• **PTO**—You will continue to accrue PTO while you receive STD benefits.

• **Holidays**—You are not eligible to receive holiday pay for any day you receive STD benefits. If a holiday occurs during the period you are receiving STD benefits, the holiday will not extend your STD period.

**Requesting STD Benefits**

Generally, if you have been or will be absent for more than five workdays, you must notify your Human Resources representative no later than the fourth day of your absence to qualify for STD benefits, unless you lack capacity to do so. Human Resources will forward your request for leave to the Leave Administration Department. A Leave packet containing pertinent information and the documentation required to certify your disability under the STD Program will be sent to you. Failure to timely provide the requested information may result in the delay or denial of your leave.

Your leave packet will include an authorization that allows Oxy’s Occupational Health Department to obtain medical information from your attending physicians. In addition, your physician will need to complete the Physician Statement form and the Return to Work Release, if applicable. Oxy’s Occupational Health may also periodically request that you send proof of continuing disability.

It is your responsibility to ensure your physician returns any requested information to Oxy to complete your leave request. You must pay any costs incurred to obtain and submit information required by Oxy.

If you disagree with the decision made by Oxy regarding STD benefits, you may request that Oxy review its decision by providing a written request for review to the address below within 30 days after you receive the original decision.

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Attn: Short-Term Disability Program  
Human Resources Department  
Occidental Petroleum Corporation  
5 Greenway Plaza  
Houston, TX 77046
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**Recovery of Overpayments of STD Benefits**

If the claims administrator makes a benefit payment over the amount that you are entitled to under the Program, you are obligated to return the overpayment to Oxy.

For STD, Oxy:

• consistent with applicable law, may reduce or eliminate future payments instead of requiring repayment, or

• may collect the overpayment by deducting from any payments due to you, including pay or other earnings.

The program will not recover more than the amount paid to you. This right does not affect any other right of overpayment recovery the claims administrator may have.
When Coverage Ends

This section explains how and why your coverage can be terminated.

When Employee Coverage Ends

Your coverage under the Program ends on the first to occur of the following events:

- The STD Program is discontinued;
- The date that you are notified that your employment will end including but not limited to under the Occidental Petroleum Corporation Notice and Severance Pay Plan;
- Termination of your employment;
- Your death; or
- You are no longer eligible, as defined in Your Eligibility;

During Military Leave

The STD Program will be administered in compliance with the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and any other similar laws. Coverage under the Program may continue as specified under law (USERRA rules). In the absence of any USERRA rules on length of coverage, coverage may not be continued beyond six months from your date of leave. You must make any required contributions. However, coverage is excluded for service-connected illnesses or injuries. Reenrollment will be permitted if you return to work and request reinstatement through the OxyLink Employee Service Center within 31 days (even if you elected to discontinue your coverage during your USERRA military leave).

You may contact your Human Resources representative or the OxyLink Employee Service Center with any questions regarding continued coverage under USERRA.

More information about the types of military service, the maximum length of military service, your deadline for returning to work, and other requirements for reemployment rights under USERRA is available online at dol.gov/vets.

Program Continuation

Oxy expects and intends to continue the STD Program 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, to suspend, withdraw, amend, modify or terminate the STD Program (including altering the amount you must pay for any benefit), in whole or in part. In the case of material changes in this description of the STD Program, such action will be evidenced by a written announcement to affected individuals.

Discretionary Authority

Oxy has the complete discretionary authority to construe and interpret the STD Program document and make all factual determinations relevant to the STD Program. This scope of authority includes, but is not limited to, all determinations on eligibility to participate, whether a qualified disability is present, other income available to an employee, whether any offset or reimbursement is due to Oxy, and whether coverage should be terminated. In the event of legal review of a determination made by Oxy, the review will defer to the discretion of Oxy unless shown by clear and convincing evidence that the determination was made arbitrarily and capriciously.
No Implied Promises
This STD Program does not affect the at-will status of employees whereby Oxy or the employee may terminate the employment relationship at any time, for any reason, and with or without notice.

Legal Compliance
This STD Program is intended to comply with all legal obligations including but not limited to the Americans with Disabilities Act, the Family and Medical Leave Act, all equal employment opportunity laws, and any applicable state or local laws. This STD Program will be interpreted and administered in compliance with all applicable laws.

The Short-Term Disability Program is not subject to ERISA and is governed by state law.
Glossary

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

**Affiliate**—Any business entity that is more than 80% owned, directly or indirectly by OPC, or is in an affiliated service group with OPC, as defined under the Code.

**Appropriate care**—This means you personally visit a physician as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling conditions. Additionally, you are receiving the most appropriate treatment and care for your disabling conditions by a physician whose specialty or experience is the most appropriate for your disabling conditions, which conforms with generally accepted medical standards.

**Anadarko**—Anadarko Petroleum Corporation

**Code**—The Internal Revenue Code of 1986, as amended.

**Deductible sources of income**—Income from deductible sources listed in the Program that you receive or are entitled to receive while you are disabled.

**Elimination Period**—The period of time that you must be absent from work before receiving benefits under this Program, as specified more fully within this document.


**FMLA**—The Family Medical Leave Act (FMLA) provides eligible employees with an unpaid protected leave of absence for up to 12 weeks.

**Illness**—A pathological condition of the body that presents a group of clinical signs and symptoms and laboratory findings peculiar to it and that sets the condition apart as an abnormal entity differing from other normal or pathological body states.

**Injury**—An accidental bodily injury that is the sole and direct result of:
- An unexpected or reasonably unforeseen occurrence or event; or
- The reasonable unforeseeable consequences of a voluntary act by the person. Such occurrence, act or event must be definite as to time and place.

**Non-Qualified Disability**—Any illness or injury that is:
- An expected result of elective cosmetic surgeries or procedures that are used primarily to change appearances (but complications as a result of such elective procedures will be covered subject to the terms of the program);
- or Incurred as a result of an act of war—either declared or undeclared, insurrection, rebellion, or participation in a riot;
• or Incurred during or resulting from the commission of a crime in which the employee is a perpetrator.

Objective medical evidence—A measurable abnormality that is evidenced by one or more standard medical diagnostic procedures including laboratory tests, physical exam findings, X-rays, MRIs, EEGs, ECGs, CAT scans or similar tests that support the presence of a disability or indicate a functional limitation. Objective medical evidence does not include physician opinions based solely on the acceptance of subjective complaints (e.g., headache, fatigue, pain, nausea), age, transportation, local labor market and other non-medical factors. To be considered an abnormality, the test result must be clearly recognizable as out of the range of normal for a healthy population; the significance of the abnormality must be understood and accepted in the medical community. O

Occupational qualified disability—A qualified disability that is finally adjudged to be work-related and compensable under the Workers’ Compensation laws of the state in which you are employed.

OPC—Occidental Petroleum Corporation, a Delaware corporation.

Oxy—Occidental Petroleum Corporation or an affiliated company.

Physician—A person who:

• Is performing tasks that are within the limits of his or her medical license; an
• Is licensed to practice medicine and administer drugs or to perform surgery; or
• Has a doctoral degree in psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
• Is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

A relative, including but not limited to, you, your spouse, or a child, sibling or parent of you or your spouse will not be recognized as a physician under the Program.

Qualified disability (STD)—An illness or injury:

• That prevents you from performing your job and requires your absence from work (the loss of a professional or occupational license or certification, in and of itself, does not meet the definition of qualified disability);
• That is supported by objective medical evidence;
• For which you are receiving appropriate care from a physician; and
• For which you provide Oxy with appropriate initial notification and ongoing documentation of your need for such absence in accordance with any absence management policy or procedure.