



GROUP LIFE INSURANCE PLAN

SUMMARY PLAN DESCRIPTION

As of January 1, 2018

| | |
|--|----------|
| WHO IS ELIGIBLE | 3 |
| ENROLLING IN THE PLAN..... | 3 |
| WHEN COVERAGE BEGINS..... | 3 |
| COST OF COVERAGE..... | 3 |
| BENEFITS | 3 |
| BENEFICIARY DESIGNATIONS..... | 3 |
| TAX CONSIDERATIONS | 4 |
| ADDITIONAL BENEFITS..... | 4 |
| EVENTS AFFECTING COVERAGE..... | 4 |
| TERMINATION OF COVERAGE | 5 |
| CONVERSION PRIVILEGE | 5 |
| GENERAL CLAIMS PROCEDURE..... | 5 |
| ADDITIONAL INFORMATION..... | 7 |
| CONTACTS | 8 |
| ERISA..... | 8 |
| FUTURE OF THE PLAN | 9 |
| INTERPRETATION OF THE PLAN..... | 9 |

This Summary Plan Description (SPD) outlines the major features of the Andeavor Group Life Insurance Plan. If you have questions regarding your coverage under the Group Life Insurance Plan, contact the Andeavor Benefits Department.

This document describes the Andeavor Group Life Insurance Plan as of January 1, 2018. This Plan is available to eligible Andeavor employees on the U.S. and Singapore payrolls. This information comprises the SPD of this Plan as required by the Employee Retirement Income Security Act of 1974 (ERISA).

This description doesn't cover every provision of the Plan. Some complex concepts may have been simplified or omitted in order to present a more understandable plan description. If this plan description is incomplete, or if there's any inconsistency between the information provided here and the official plan texts, the provisions of the official plan texts will prevail.

WHO IS ELIGIBLE

You are eligible to participate in the Group Life Insurance Plan upon hire if you're a regular, full-time employee of one of Andeavor's participating subsidiary companies, and you are not listed as excluded below.

The following employees are not eligible:

- 1) Retail Store, Hourly Bakery Production and Bakery Driver Employees.
- 2) Employees who are employed by an Andeavor affiliate that is not participating the Plan. Please contact the Plan Administrator for a list of the Andeavor affiliates that are not participating in the Plan.

You will be considered a full-time employee if you are regularly scheduled to work at least thirty (30) hours each week.

If you are in a job covered by a collective bargaining agreement, you are not eligible for participation in this Plan unless participation in this Plan is provided or is deemed to be provided for in your collective bargaining agreement.

ENROLLING IN THE PLAN

You are automatically enrolled in the Plan as of the date you meet the eligibility requirements as described in **Who is Eligible** above. You are not required to complete an application to enroll in the Group Life Insurance Plan.

WHEN COVERAGE BEGINS

If you are eligible, you are generally covered under the Plan as of your first day of employment. If you are not actively at work on the day the coverage would otherwise begin, your coverage will begin on the day you start (or return to) active full-time work.

COST OF COVERAGE

The Company pays the entire cost of benefits under the Group Life Insurance Plan.

BENEFITS

Benefit coverage for participants will be equal to two (2) times Base Salary¹, which includes basic pay and scheduled overtime (but not bonuses and unscheduled overtime), rounded up to the next higher multiple of \$1000 (if not already an even multiple).

For Example

| | |
|------------------------------------|-----------|
| If your Base Salary is: | \$ 58,385 |
| Two times that would be: | \$116,770 |
| Your coverage would be rounded to: | \$117,000 |

The maximum coverage under the Plan for any Andeavor employee is \$1,000,000.

Benefits are paid as a lump sum or through other options as provided by the Plan Insurer.

BENEFICIARY DESIGNATIONS

You may make your beneficiary designations through the Andeavor Benefits enrollment portal. Beneficiary designations may be changed by you at any time through your Benefit Administrator, without the consent of the beneficiary.

If you fail to designate a beneficiary, your benefits will be paid to your survivor(s) in the following order:

- (1) Your spouse;
- (2) Your child or children;
- (3) Your mother or father;
- (4) Your sisters or brothers;
- (5) Your estate.

¹ Base Salary is the salary or wage you would receive as a result of your normal work schedule.

TAX CONSIDERATIONS

Federal law provides that, with certain exceptions, your gross income must include the cost of insurance over \$50,000 provided by any group term life insurance policy you carry, less the amount you pay toward the purchase of such insurance. This income is subject to Federal income tax and Social Security tax and will be included as income on your W-2. When required, this amount will also be reported for purposes of state or municipal taxes.

ADDITIONAL BENEFITS

Terminal Illness Benefit

If you are diagnosed as terminally ill with a life expectancy of twelve months or less, you may be eligible to receive up to 75% of your then in force life insurance benefit, up to \$500,000 maximum, before death. A physician's certification is required in all instances and is subject to the Plan Insurer's review and concurrence. An accelerated death benefit is generally payable in a lump sum and can be elected only once. Your in-force life insurance benefit will be reduced by the amount of accelerated death benefit paid.

EVENTS AFFECTING COVERAGE

Disability

If you become disabled on or after January 1, 2018 and you are receiving Long-Term Disability (LTD) income benefits from a program to which the Company contributes, the Group Life coverage that was in effect at the time your disability began will be continued for up to twenty-four (24) months.

Coverage will end upon the earlier of:

- the date you stop receiving disability benefits under the Company's LTD program,
- the date you retire, or
- the expiration of the applicable twenty-four (24) month period described above.

Note, if, prior to January 1, 2018, you became disabled and were receiving LTD income benefits from a program to which the Company contributes, your benefit continuation period for this purpose will be governed by the terms of the Plan in effect on December 31, 2017.

Leave of Absence

You will remain eligible for coverage under the Plan during a Company-approved, paid leave of absence. If you are on a Company approved unpaid leave of absence, you may continue the coverage you had when active employment ceased up to a maximum of twenty-four (24) months.²

Such coverage may also be continued for a leave of absence taken under the Family and Medical Leave Act of 1993 (as amended) for the period of the FMLA leave or, if later, the period required by the laws of the state in which you are employed.

Labor Dispute

If you are a union member and absent from active work because of strike, lockout or other general work stoppage, you may continue the coverage in which you were enrolled when active employment ceased. Your cost for this coverage will be the entire premium paid by the Company for such insurance. You must make arrangements with the Benefits Department to pay your contributions. Your coverage will end on the earlier of the date you fail to make the required premium payment or the date you are absent from work for six (6) months. If less than 75% of the eligible employees fail to continue coverage under this paragraph, the Plan Insurer providing this benefit may cancel your coverage as of any premium due date.

² This continuation provision does not apply to Employees working in Singapore.

TERMINATION OF COVERAGE

Except as otherwise provided in the prior section, your coverage under the Plan will end upon the earliest to occur of the following:

- The date your employment is terminated, other than by reason of your death (including as a result of a layoff³ or your failure to return to regular, full-time employment following expiration of a FMLA or USERRA leave of absence),
- The date your regularly scheduled hours are reduced to less than 30 hours per week, other than by reason of your death,
- As applicable, the date you fail to pay the required premiums/contributions toward coverage under the Plan,
- The date you no longer meet the eligibility requirements under the Plan, other than by reason of your death, and
- The date the Company discontinues the Plan.

CONVERSION PRIVILEGE

If your coverage terminates for any reason (other than a failure to pay premiums, as applicable), you have the option to convert your existing Group Life Insurance Plan coverage to an individual life insurance policy through the Plan Insurer within thirty-one (31) days after the date coverage ends. Contact Life Insurance Company of North America at 1-800-547-5515 for additional information or to request coverage conversion.

GENERAL CLAIMS PROCEDURE

Filing Claim for Benefits

All such claims shall be submitted on a Claim Form provided by the Plan Insurer, which shall be signed by you or your beneficiary and shall be considered filed on the date the claim is received by the Plan Insurer. Fill out the Claim Form completely and send it to:

Life Insurance Company of North America
1601 Chestnut Street,
Philadelphia, PA 19192-2235

To constitute a claim for purposes of this Plan, the claim must identify: (1) you and (2) your date of death (or, if applicable, terminal illness). Additional evidence of your death (or, if applicable, terminal illness) may be required to be submitted upon request of the insurance carrier.

When to Submit Claims

Within 31 days of your death or, with respect to a claim for accelerated benefits, within 60 days of the diagnosis of your terminal illness by your treating physician, you should complete your application for Plan benefits. Your supervisor or HR Business Partner/Manager can help you initiate the process by contacting the Corporate Benefits Department. You will receive a letter from the Plan Insurer with instructions and the forms you (and, if applicable your attending physician) will need to complete to file your claim.

If your claim is approved, the appropriate benefit will be paid to you, if living. Payment of benefits due for loss of life will be paid according to the beneficiary designation in effect at the time of your death.

Authorized Representative

A claim may be filed by you or your authorized representative. Such authorization must be provided in the form and manner prescribed under the Plan; provided, however, a health care professional with knowledge of your medical condition shall be permitted to act as your authorized representative hereunder without submitting evidence of his or her authority to act as such.

³ For Legacy Tesoro Employees, coverage will end as a result of a layoff on the date of the layoff. For Legacy Western Refining Employees, coverage will end as a result of a layoff on the last day of the month in which the layoff began.

Notice of Decision

The Plan Insurer shall notify you of an adverse benefit determination within a reasonable period of time after receipt of the claim by the Plan, but not later than ninety (90) days after receipt of the claim, unless special circumstances require an extension of time for processing such request for review.

The Plan Insurer may extend this period for up to ninety (90) days; provided that the Plan Insurer: (1) determines that such an extension is necessary due to matters beyond the control of the Plan and (2) notifies you before the end of the initial 90-day period of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If any such extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension shall specifically describe the standards on which entitlement to benefits is based, the unresolved issues that prevent a decision from being made and the additional information required. You will be given at least forty-five (45) days from receipt of such notice to provide the specified information. If such extension is necessary in order for you submit additional information necessary to decide the claim, the period for making the claim determination shall be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

Written notice of the adverse benefit determination shall be written in a manner that is intended to be understood by you, shall be delivered or mailed to the claimant by certified or registered mail to the claimant's last known address, and shall contain the following:

- The specific reason or reasons for the denial of benefits;
- A specific reference to the pertinent provisions of the Plan upon which the denial is based;
- A description of any additional material or information which is necessary from you and an explanation of why the material or information is needed; and
- An explanation of the review procedures and the time limits that apply, including a statement of your right to sue under Section 502(a) of ERISA following an adverse benefit determination on review.

Internal Appeals

A participant (or beneficiary) who feels he or she is being denied any benefit or right provided under the Plan shall have the right to file an appeal with the Plan Insurer within 60 days after receipt of notice of an adverse benefit determination as provided above. Such claim may be filed directly by you or your authorized representative. All such appeals shall be submitted in the form and manner prescribed by the Plan Insurer, and shall be considered filed on the date the claim is received by the Plan Insurer.

Appeal Standards

The Plan Insurer shall provide you the opportunity to submit written comments, documents, records, and other information related to the claim. The Plan Insurer will provide you, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim. In conducting its review, the Plan Insurer shall consider all comments, documents, records and other information submitted by you in support of the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Notice on Appeal

Within a reasonable period of time, but not more than 60 days, after receipt by the Plan Insurer of a written request for review of the claim, the Plan Insurer shall notify you of its decision on appeal. The Plan Insurer may extend this period, one time, for a period of up to 60 days; provided that the Plan Insurer: (1) determines that such an extension is necessary due to special circumstances and (2) notifies you before the end of the initial 60-day period of the circumstances requiring the extension of time and the date by which the Group Life Insurance Plan expects to render a decision.

Written notice of the determination on appeal shall be presented in manner calculated to be understood by you, shall be delivered to you by certified or registered mail to your last known address., and shall contain the following information:

- The specific reason or reasons for the denial of benefits;
- A specific reference to the pertinent provisions of the Group Life Insurance Plan upon which the denial is based;

- A statement that you may receive, upon request and free of charge, copies of all documents and other information relevant to the claim; and
- A statement describing any voluntary appeal procedures offered by the Group Life Insurance Plan and your right to obtain information about these procedures, as well as a statement of your right to sue under Section 502(a) of ERISA.

Exhaustion of Claims Procedures

The decision of the Plan Insurer shall be final and conclusive.

You must exhaust the internal claims procedures provided hereunder prior to pursuing any other legal or equitable remedy.

No legal action may be brought after 3 years from the date satisfactory proof of loss is required to be furnished to the Plan Insurer.

ADDITIONAL INFORMATION

As a participant under this Plan, you have certain rights and protections as more fully described in **Your Rights Under ERISA**. Other important information about the Plan is provided below:

| | |
|--|---|
| Plan Name | The Andeavor Group Life Insurance Plan is a Constituent Benefit Program of the Andeavor Omnibus Group Welfare Benefits Plan. |
| Type of Plan | Welfare benefit plan |
| Plan Sponsor | Andeavor, 19100 Ridgewood Parkway San Antonio, TX 78259 (210) 828-8484 |
| Plan Sponsor's Employer Identification Number | 95-0862768 |
| Plan Administrator | Andeavor Employee Benefits Committee 19100 Ridgewood Parkway San Antonio, TX 78259 (866) 688-5465, press options 3, then option 5 |
| Plan Number | 501 |
| Plan Year | January 1 – December 31 |
| Plan Funding | The Plan is funded through an insurance contract. The cost of coverage is paid for solely by employer contributions |
| Type of Administration | Insurer |
| Plan Insurer | Life Insurance Company of North America 1601 Chestnut Street, Philadelphia, PA 19192-2235 |
| Agent for Service of Legal Process | Andeavor, c/o General Counsel 19100 Ridgewood Parkway, San Antonio, TX 78259 In addition, service of legal process may be made upon the Plan Administrator. |

Other Employers Whose Employees Are Covered By the Plan

Upon written request to the Plan Administrator, a complete list of the employers participating in the Plan will be provided.

CONTACTS

The following contacts are available to answer questions and provide information about the Plan.

Benefits Administrator

Legacy Tesoro Employees:

Andeavor Benefits Center
P.O. Box 3129
Bellaire, TX 77402
www.andeavor.com/benefits
(866) 787-6314

Legacy Western Employees:

Benefits Department
1250 W. Washington Street
Tempe, AZ 85281
www.andeavor.com/benefits2018
(844) 224-4996

Andeavor Benefits Department

Legacy Tesoro Employees:

Corporate Benefits Department
(866) 688-5465
SatBenefits@andeavor.com

Legacy Western Employees:

Benefits Department
(844) 224-4996
Benefits.department@andeavor.com

ERISA

In September 1974, the Employee Retirement Income Security Act (ERISA) was signed into law. The purpose of this law is to protect our rights as participants in employee benefit plans. Although the Andeavor Plans have always been written and administered to assure that each participant received his or her full benefits, we want you to be aware of the additional protection provided by this law. As a participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) 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 documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The 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 Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plans. 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, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report 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 you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a State or Federal court. In addition, if you disagree with a Plan’s decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court.

If it should happen that plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance 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 in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

As Plan Sponsor, Andeavor prides itself on operating its Plans fairly and objectively and is also proud of its open lines of communication with its employees. If you have any questions about the information presented here, please contact the Andeavor Benefits Department or your local HR Business Partner/Manager.

If you have any questions about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor Management Services Administration, Department of Labor.

FUTURE OF THE PLAN

Andeavor expects to continue the employee benefits described in this section, but reserves the right to amend or discontinue any or all parts at any time and for any reason. In no event will you become entitled to any vested rights under this Plan.

INTERPRETATION OF THE PLAN

Only the Plan Insurer, or its delegate, is authorized to make administrative interpretations of the Plan and will do so only in writing. You should not rely on any representation, whether oral or in writing, which another person may make concerning provisions of the Plan and your entitlements under them. The Plan Insurer has authority to administer claims consistent with the benefit provisions of the Plan.