

**Personal Accident Insurance Provisions of the  
CITGO Petroleum Corporation Medical, Dental,  
Vision, & Life Program for Hourly Employees**

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**Summary Plan Description**

January 1, 2019

This Summary Plan Description (the SPD), including any announcement letters and other communications such as a summary of material modifications issued after the publication date set forth below, the Personal Accident Insurance Plan Provisions of the CITGO Petroleum Corporation Medical, Dental, Vision & Life Program for Hourly Employees (the Plan), the terms of which are summarized in this SPD and the contract for insurance as identified below, including any riders and any certificates of insurance, between the Company and the Insurer (collectively, the Insurance Documents) are the governing Plan documents. Unless the context clearly indicates otherwise, the Insurance Documents will control in the event of a discrepancy between this SPD and/or the Plan and the Insurance Documents.

**Personal Accident Insurance Provisions of the CITGO Petroleum Corporation  
Medical, Dental, Vision, & Life Program for Hourly Employees  
HIGHLIGHTS**

**Eligibility** If you are a Regular Full-Time or a Regular Part-Time Employee of the Company who is carried on the Company's U.S. dollar payroll, are covered under a collective bargaining agreement which provides for coverage under the Plan and are not otherwise excluded, you may elect coverage under this Plan.

**Enrollment** You may enroll yourself and your eligible Dependents within 31 days of your hire date or of the date you first become eligible, if later, during Annual Election Period or because of a Status Change.

**Cost to You** You pay the entire cost of this benefit on a pre-tax basis.

**Benefits** Provides coverage in the event of your death or you suffer from a Covered Loss as set forth below because of an accident. Coverage also is available for your eligible Dependents. You elect the type of coverage you want – "Employee" or "Employee and Family" - as well as the Amount of Coverage (the Principal Sum). The amount of benefits payable under "Employee and Family" coverage is based upon a percentage of the Principal Sum as shown below.

<b>Schedule of Covered Losses</b>					
<b>Covered Loss</b>	<b>Benefit Amount</b>	<b>Percentage of Principal Sum</b>			
	<b>Loss to Employee</b>	<b>Loss to Spouse</b>		<b>Loss to Child</b>	
		<b>Spouse Only Coverage</b>	<b>Employee and Family Coverage</b>	<b>Child Only Coverage</b>	<b>Employee and Family Coverage</b>
<b>Life</b>	100%	60%	50%	15%	10%
<b>Any combination of hand, foot or sight of one eye</b>	100%	60%	50%	15%	10%
<b>Speech and hearing</b>	100%	60%	50%	15%	10%
<b>Speech or hearing</b>	50%	25%	25%	7½%	5%
<b>One hand, one foot, one arm, one leg or sight of one eye</b>	50%	25%	25%	7½%	5%
<b>Thumb and index finger of same hand</b>	25%	15%	12½%	3¾%	2½%

<p><b>Minimum Amount of Principal Sum:           \$10,000</b>  <b>Maximum Amount of Principal Sum:       \$500,000</b>  Dependent Children subject to a maximum of   \$25,000</p>

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**PURPOSE**

The Personal Accident Insurance Plan Provisions of the CITGO Petroleum Corporation Medical, Dental, Vision & Life Program for Hourly Employees (the Plan), which is also commonly referred to as Voluntary Accidental Death and Dismemberment Insurance, is designed to provide you and your Beneficiary with additional financial security if you or your covered Dependents die or suffer certain injuries because of an accident. Any benefits provided by this Plan are in addition to benefits that may be paid under other Company-sponsored plans.

This summary plan description (SPD) describes the benefits available under the Plan, as well as the Plan's limitations. As a participant, you may be asked to comply with certain provisions of this Plan that could affect the benefits you receive. You should acquaint yourself with these provisions. Failing to comply may result in a reduction in or the denial of benefits.

### Who is Eligible

You are eligible to participate in the Plan if you meet **all** of the following requirements:

- (1) You are an hourly Regular Full-Time or a Regular Part-Time Employee of the Company;
- (2) You are carried on a U.S. dollar payroll;
- (3) You are covered under a collective bargaining agreement which provides for coverage under the Plan; and
- (4) You are not listed in the following paragraph which is entitled "Employees Who Are Not Eligible."

### Who is Not Eligible

You are not eligible to participate in the Plan if you meet **any** of the following conditions:

- (1) You are employed on any basis other than as a hourly Regular Full-Time or a Regular Part-Time Employee of the Company (for example, a temporary or seasonal employee);
- (2) You are retired;
- (3) You provide services to the Company as an independent contractor based on a contract between yourself and the Company (or between the Company and a third party);
- (4) You provide services to the Company under a leasing arrangement between the Company and a third party;
- (5) You are not in a class of employees covered by a collective bargaining agreement which provides for coverage under the Plan;
- (6) You are employed by a company that is an affiliate or subsidiary of the Company that has not adopted the Plan; or
- (7) You are a nonresident alien.

If you are excluded from participation because you provide services under a contract or leasing arrangement and a federal or state court or agency later determines that you should have been classified as an employee of the Company, you will still be excluded from participation during the period of time you were misclassified and will only become eligible for participation in this Plan upon a final determination of your status that provides you are an employee of the Company.



### Dependents Who Are Eligible

Your eligible Dependents may also participate in the Plan. An eligible Dependent is defined by the Plan as your Spouse or your Child.

### Spouse Eligibility

“Spouse” means

- (1) Your lawful spouse. The term does not include any person who:
  - (a) is in the military of any country or subdivision of any country;
  - (b) lives outside of the United States or Canada; or
  - (c) is insured under the group policy as an Employee.
- (2) Your common law spouse, if common law marriage is recognized in the state of which you are a legal resident. You must submit the applicable paperwork required for your state of residence for review and approval by CITGO before coverage will begin.

Individuals who enter into any civil union, domestic partnership or similar arrangement with an eligible employee are not entitled to benefits under the Plan as a Spouse.

### When You and Your Spouse Are Both Employees of CITGO

If both you and your Spouse are employed by the Company and are eligible and enrolled in the Plan, you may not be covered as a Spouse under the Plan. Similarly, your Spouse cannot be participating in the Plan as your Dependent.

If both you and your Spouse are employed by the Company and have one or more Dependent Children, they may be covered under “Employee and Family” coverage either by you or your Spouse, but they cannot be covered as a Dependent by you and your Spouse at the same time. In other words, they cannot be eligible for two Benefit Amounts for the same Covered Loss.

If divorced birth parents both work for the Company, Children may be covered by **either** parent.

If your Dependent Child is employed by the Company and is enrolled in the Plan, you cannot cover that Child as a Dependent under the Plan.

No person may be insured as a Dependent of more than one employee of the Company.

### Child Eligibility Guidelines

“Child” is defined as any one of the following who are under the age of 26 (other than for continuation of coverage for a disabled dependent Child as described below), and who are not excluded under the “Persons Who Are Not Eligible Dependents” section below:

- (1) Your biological child;
- (2) Your legally adopted child or a child Placed with You for Adoption;
- (3) Your stepchild; and/or
- (4) A child for whom you or your current Spouse have been awarded legal guardianship or legal custody by a court of law.

Your Child as defined above, is eligible under the Programs, even if he or she is:

- (1) Not enrolled in school,
- (2) Married,
- (3) Not financially dependent on you for the majority of their support, or
- (4) Not residing with you in your home.

### Disabled Dependent Child Eligibility Guidelines

Your disabled dependent Child is eligible for continued coverage if the Child is or becomes totally physically or mentally disabled and meets the eligibility provisions. These eligibility provisions are applicable for your Child of any age who meets all of the following criteria prior to the end of the month in which the Child attained age 26:

- (1) is totally disabled;
- (2) is unable to be self-supporting due to a mental or physical disability;
- (3) is primarily dependent upon you for support; and
- (4) is incapable of self-sustaining employment.

You must submit to the Plan Administrator a completed disabled dependent application with supporting documentation for review and approval. You must submit the application to the Plan Administrator within 31 days before the Child attains age 26, or within 31 days after you first become eligible under the Plan, if later. The application and any supporting documentation must establish that the Child's incapacity occurred prior to the date the Child met the limiting age of 26. You may include documentation from the attending physician(s) who currently renders care for the disabling condition. Coverage will not take effect under the Programs if the Child has already exceeded the limiting age of 26 until the Disabled Dependent Application is approved.

The determination of disability must be made pursuant to the terms of CITGO Petroleum Corporation Medical, Dental, Vision and Life Insurance Program for Hourly Employees (the Welfare Plan). For information about the process for obtaining a disability determination, please consult the applicable SPD for the Welfare Plan.

### Persons Who Are Not Eligible Dependents

- (1) Your former Spouse or former common law Spouse;
- (2) Your Child, who otherwise meets the definition of Child, but is over the age 26 (except for a disabled dependent Child);
- (3) Grandchildren, nieces and nephews under the limiting age unless they are legally adopted by or in court appointed custody of you or your Spouse;
- (4) Brothers, sisters, brothers-in-law, sisters-in-law, aunts, uncles, cousins;
- (5) Dependents in active duty status with the armed forces of any country or a subdivision of any country; and
- (6) A domestic or civil union partner.

Individuals who enter into any civil union, domestic partnership or similar arrangement with an eligible employee are not entitled to benefits under the Plan as a Spouse.

### Proof of Eligible Dependent Status

Proof of eligible Dependent status satisfactory to the Plan Administrator is required for any individual being enrolled or already covered under the Programs as a Dependent. Should you be requested to provide proof of eligible Dependent status, you will have 31 days to submit documentation of eligible Dependent status. Documentation substantiating eligibility status must be received before coverage becomes effective. The type of documentation that the Plan Administrator will accept is outlined in Appendix II of the SPD for the Medical, Dental and Vision Benefit Provisions of the CITGO Petroleum Corporation Medical, Dental, Vision and Life Insurance Program for Hourly Employees. The Plan Administrator will, from time to time, conduct eligibility audits. Any participant in the Programs who intentionally or knowingly commits fraud against one or more Programs, along with all members of such participant's family unit, may, in the sole discretion of the Plan Administrator, be prohibited from further participation in the Programs.

## ENROLLMENT

### Coverage Options

The Plan provides you with an opportunity to voluntarily elect coverage for you or you and your Dependents. Benefits under this Plan become payable to you or your Beneficiary when you die or a Dependent dies or you suffer or a Dependent suffers from a serious bodily injury because of an accident. Your Plan coverage options are:

- Employee Only; or
- Employee and Family, which includes you, your Spouse and your Dependent Children.

You cannot obtain coverage only for your Dependents, which is inclusive of your Spouse.

### When to Enroll

#### Regular Enrollment

You may enroll in the Plan within 31 days after your employment date, or within 31 days of the date you first become eligible for the Plan (if later). You must complete, sign, date and return your enrollment form to an Authorized Company Representative. You can obtain the proper enrollment forms by calling the Benefits HelpLine at 1-888-443-5707.

#### Late Enrollment

If you wish to enroll in the Plan:

- more than 31 days after your employment date;
- more than 31 days after first becoming eligible to enroll (if later than your employment date); or
- after you were enrolled in the Plan and subsequently waived coverage.

#### **then you may enroll:**

- within 31 days after an eligible Status Change (*For details about eligible Status Changes, see page 23*); or
- during the next Annual Election Period.

**You are not permitted to enroll at any other time.**

#### Effective Date of Insurance

If you enroll within 31 days of first becoming eligible or at any other time, your coverage under the Plan will become effective on your first day of employment or as of the date of the event that results in a Status Change as described on page 18, **if you are Actively at Work on that date.**

**If you are not Actively at Work on the day coverage is scheduled to begin, coverage will not start until the first day that you are Actively at Work.**

### Annual Election Period

Each year during the Annual Election Period, you will have the opportunity to elect Plan coverage or if you currently have coverage, to change your coverage options (“Employee Only” or “Employee and Family”), change your Principal Sum or terminate coverage altogether. Changes elected during this period will be effective for the following Plan Year (January 1 - December 31).

**If you are not Actively at Work on the day coverage is scheduled to begin, coverage will not start until the first day that you are Actively at Work.**

### Changes if You Are Currently Covered

If you are currently covered under the Plan, you can:

- (1) change your option (“Employee Only” or “Employee and Family”);
- (2) change the amount of your Principal Sum; or
- (3) cancel coverage.

During the Annual Election Period and under certain circumstances, you may be required to make an election. You will be notified if you are required to make an election. If you are not required to make an election, your current coverage will continue unless you choose otherwise or your elections are automatically changed to coverage that is available if the Plan is amended.

If you are required to make an election, it must be properly completed within the specified time limits. If you do not make your elections within the specified time limits, you will not be eligible for any coverage under the Plan for that Plan Year unless you have an eligible Status Change.

### Changes if You Are Not Currently Covered

If you are not covered under the Plan because you waived coverage initially or cancelled coverage during an Annual Election Period, you may enroll for coverage within 31 days after an eligible Status Change (*For details about eligible status Changes, see page 23*) or during a subsequent Annual Election Period.

### Adding Dependents

If you are currently enrolled in “Employee and Family” coverage, which includes coverage for your current Dependent Child or Children, any newly-eligible Dependent Child or Children added to your family (see *Dependents* page 3) will be covered. You must contact the Benefits Helpline at 1-888-443-5707 and provide information about your new Dependent within 31 days of the change event for coverage in accordance with the Status Change rules so that they are added to your coverage. Failure to provide Dependent changes in a timely manner could result in the denial of a claim that would have otherwise been payable had you timely added them to the Plan.

If you are not Actively at Work on the day coverage is scheduled to begin, Dependent coverage will not start until the first day that you are Actively at Work.

### Transfers from Hourly to Salaried

If you are a hourly employee and are transferred to salaried status and were enrolled in the Plan, also commonly referred to as the Hourly Personal Accident Insurance Plan, you will automatically be enrolled in the Personal Accident Insurance Provisions of the CITGO Petroleum Corporation Medical, Dental, Vision & Life Program for Salaried Employees, also commonly referred to as the Salaried Personal Accident Insurance Plan, based upon your coverage elections in the Salaried Personal Accident Insurance Plan. For example, if you had elected "Employee and Family" coverage in this Plan for \$200,000, you will automatically be enrolled for "Employee and Family" coverage in the Salaried Personal Accident Insurance Plan for \$200,000 upon transferring to salaried status. If your coverage in the Salaried Personal Accident Insurance Plan exceeds this Plan's limits, the amount of coverage under this Plan will be capped at this Plan's limits. You will, however, have the option to change coverage within 31 days of your transfer if you wish to change your coverage elections. Also, see *Non-Duplication of Coverage* on page 21 for more information.

If you are not Actively at Work on the day coverage is scheduled to begin, coverage will not start until the first day that you are Actively at Work.

DESCRIPTION OF BENEFITS

The Plan is intended to help you and your beneficiaries better manage the financial burdens caused by your or your Dependent’s Covered Loss incurred because of an accident.

Principal Sum

Upon enrolling in the Plan, you elect your Amount of Coverage. The amount you elect is called the Principal Sum. All benefits payable under this Plan are based on the Principal Sum. The Amount of Coverage for your Dependents is a percentage of your Principal Sum.

You may enroll for any Amount of Coverage in increments of \$5,000 subject to:

- (a) a minimum coverage amount equal to \$10,000; and
(b) a maximum coverage amount equal to the lesser of 10x your Annual Base Pay, rounded up to the nearest \$5,000, or \$500,000.

Examples: Available Amount of Coverage – Principal Sum
The following examples show employees at different levels of pay and how the limitations on the Amount of Coverage applies.
Example 1:
Annual Base Pay: ..... \$24,000
Minimum coverage: ..... \$10,000
Maximum coverage:..... \$240,000
Because the employee’s Annual Base Pay multiplied by 10 is \$240,000. This is the maximum Amount of Coverage available. The employee may elect in increments of \$5,000 anywhere from \$10,000 up to \$240,000 as the Principal Sum.

Examples: Available Amount of Coverage – Principal Sum
Example 2:
Annual Base Pay: ..... \$55,000
Minimum coverage: ..... \$10,000
Maximum coverage:..... \$500,000
Because the employee’s Annual Base Pay multiplied by 10 is \$500,000, the maximum coverage limit equal to \$500,000 applies.

**Covered Losses and Benefit Amounts**

If you or one of your covered Dependents die in a manner or sustain an injury that is the Direct and Sole Cause of a Covered Loss described in the Schedule of Benefits, this Plan will pay, subject to all applicable conditions and exclusions, the Benefit Amount based on the Covered Loss. Coverage for your Dependents applies only if you elect “Employee and Family” coverage.

To be a Direct and Sole Cause, the Covered Loss must:

- (1) occur within 12 months of the date of the accidental injury; and
- (2) be a direct result of the accidental injury, independent of other causes.

A Covered Loss will be deemed to be the direct result of an accidental injury if it results from unavoidable exposure to the elements and such exposure was a direct result of an accident.

You and/or your Dependent will be presumed to have died as a result of an accidental injury if the aircraft or other vehicle in which you and/or your Dependent were traveling disappears, sinks, or is wrecked; and the body of the person who has disappeared is not found within 1 year of:

- (1) the date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a Common Carrier; or
- (2) the date the person is reported missing to the authorities, if traveling in any other aircraft or other vehicle.

**Employee Only Coverage**

The Schedule of Benefits set forth below shows the Benefit Amount that will be paid under the “Employee Only” coverage option if you suffer from a Covered Loss.

<b>Schedule of Benefits</b>	
<b>Covered Loss</b>	<b>Benefit Amount</b>
<b>Life</b> .....	Principal Sum
<b>Loss of speech and hearing</b> .....	Principal Sum
<b>Paralysis of the arm and leg on either side of the body</b> .....	2/3 Principal Sum
<b>Paralysis of one arm or one leg</b> .....	1/2 Principal Sum
<b>Loss of speech or hearing</b> .....	1/2 Principal Sum
<b>Loss of one hand, one foot, one arm, one leg or sight of one eye</b> .....	1/2 Principal Sum



## DESCRIPTION OF BENEFITS

<b>Loss of thumb and index finger of same hand</b> ..... 1/4 Principal Sum
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If you die because of an accident, the benefit will be payable to your Beneficiary.

### Employee and Family Coverage

The level of benefits available under the “Employee and Family” coverage option is determined by the composition of your family. If your covered Dependent dies or sustain a serious accidental injury that is the Direct and Sole Cause of a Covered Loss described in the Schedule of Benefits, this Plan will pay, subject to all applicable conditions and exclusions, the Benefit Amount, which is a Covered Percentage of the Principal Sum that is based on the Covered Loss.

<b>Family Composition</b>	<b>Percentage of the Principal Sum</b>		
	<b>Employee</b>	<b>Spouse</b>	<b>Each Child</b>
Employee and Spouse	100%	60%	N/A
Employee, Spouse, and Children	100%	50%	Lesser of 10% or \$25,000
Employee and Children	100%	N/A	Lesser of 15% or \$25,000

The Maximum Benefit Amount for a Dependent who is your Child is \$25,000 for each Child.

The Plan will pay an amount equal to two times the amount of Voluntary Accidental Death and Dismemberment Insurance for each Child, not to exceed \$100,000 for all Children collectively, if the Covered Loss is due to a dismemberment, for all injuries due to the same accident.

If you and your Spouse are injured in the same accident and die within 90 days because of injuries from that accident, the Maximum Benefit Amount payable due to your Spouse’s death will be increased to 100% of the Principal Sum. This common disaster provision applies only if you have elected “Employee and Family” coverage.

**Example:** if you enroll for coverage for yourself, your Spouse and your two Children and elect a Principal Sum of \$100,000, the Maximum Benefit Amount under this Plan for each person is determined as follows:

<b>Family Member</b>	<b>Percentage of the Principal Sum</b>	<b>Maximum Benefit Amount</b>
Yourself	100% of \$100,000	\$100,000
Your Spouse	50% of \$100,000	\$50,000
Each Child	10% of \$100,000	\$10,000

The Schedule of Benefits shows the Benefit Amount that will be paid under the “Employee and Family” coverage option if you or a covered member of your family suffers any of the listed Covered Losses.

## DESCRIPTION OF BENEFITS

Schedule of Benefits: Employee and Family	
Covered Loss	Benefit Amount
Life.....	100% of the Percentage of the Principal Sum
Any combination of hand, foot, or sight of one eye .....	100% of the Percentage of the Principal Sum
Speech and hearing .....	100% of the Percentage of the Principal Sum
Loss of speech or hearing .....	1/2 of the Percentage of the Principal Sum
Loss of one hand, one foot, one arm, one leg or sight of one eye .....	1/2 of the Percentage of the Principal Sum
Loss of thumb and index finger of the same hand.....	1/4 of the Percentage of the Principal Sum

The following schedule summarizes the “Employee Only” and “Employee and Family” coverage. The Plan benefits in this schedule are shown as the Percentage of Principal Sum. The \$50,000 maximum Benefit Amount applies to your Child or Children.

Schedule of Covered Losses					
Covered Loss	Benefit Amount	Percentage of Principal Sum			
	Loss to Employee	Loss to Spouse		Loss to Child	
		Spouse Only Coverage	Employee and Family Coverage	Child Only Coverage	Employee and Family Coverage
Life	100%	60%	50%	15%	10%
Any combination of hand, foot or sight of one eye	100%	60%	50%	15%	10%
Speech and hearing	100%	60%	50%	15%	10%
Speech or hearing	50%	25%	25%	7½%	5%
One hand, one foot, one arm, one leg or sight of one eye	50%	25%	25%	7½%	5%
Thumb and index finger of same hand	25%	15%	12½%	3¾%	2½%

### Definition of Covered Loss

For the purposes of this Plan, the following definitions apply to the listed Covered Losses:

Covered Loss	Definition
Hand or foot	permanently severed at or above the wrist but below the elbow or at or above the ankle but below the knee
Arm or leg	permanently severed at or above the elbow or at or above the knee
Sight	permanent and uncorrectable loss of sight in the eye with visual acuity of 20/200 or worse or a field of vision of less than 20 degrees
Speech or hearing	entire and irrecoverable loss of speech or hearing in both ears that continues for six consecutive months following the accidental injury
Thumb and index finger	permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

### Benefit Exclusions and Limitations

This Plan does not cover any loss that is caused or contributed to by:

- (1) physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
- (2) infection, other than an infection occurring in an external accidental wound;
- (3) committing suicide or attempting to commit suicide;
- (4) intentionally self-inflicted injury;
- (5) voluntarily intaking or using by any means:
  - a. any drug, medication or sedative, unless it is taken or used as prescribed by a Physician, or is taken or used as an over-the-counter drug, medication or sedative taken as directed;
  - b. alcohol in combination with any drug, medication or sedative; or
  - c. poison, gas or fumes
- (6) committing or attempting to commit a felony;
- (7) service in the armed forces of any country or international authority, except the National Guard of the United States;
- (8) operating a vehicle or other device while under the influence of alcohol, which means your blood alcohol meets or exceeds the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which an accident occurs;
- (9) participation in an insurrection, rebellion, riot or terrorist act; or
- (10) any incident related to:

## DESCRIPTION OF BENEFITS

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- a. travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger;
- b. other than for self-preservation, travel in an aircraft for the purpose of parachuting or otherwise exiting from the aircraft while it is flying; or
- c. travel in an aircraft or other device used for testing or experimental purposes, by or for any military authority or for travel or designed for travel beyond the earth's atmosphere.

### NAMING YOUR BENEFICIARY

Any benefit payable because of a Covered Loss will be payable to you unless you die prior to receiving a Benefit Amount or your Covered Loss is due to your death. You are encouraged to designate a Beneficiary as soon as possible. Beneficiaries include the person or persons you name in writing as your Beneficiary on a signed and dated form satisfactory to the Benefits Department. You may designate as many Primary and Contingent Beneficiaries as you wish. Beneficiary designation forms may be obtained from the Benefits HelpLine.

**Benefits HelpLine**  
**1-888-443-5707, option 1**

Your Primary Beneficiary is the person(s) to whom you wish benefits to be paid in the event of your death. Your Contingent Beneficiary receives benefits payable by the Plan if all Primary Beneficiaries die before or at the same time as you. Your Beneficiary may be an individual, trust, corporation or other similar entity. To verify that benefits under this Plan are paid in accordance with your wishes, you are encouraged to review your beneficiary designations from time to time to make sure they are current and correct. Just call the Benefits HelpLine at 1-888-443-5707 to obtain current Beneficiary information.

If you name more than one Beneficiary, proceeds will be shared equally, unless you specify otherwise. Unless you designate otherwise, Contingent Beneficiaries may only receive benefits if there are no living Primary Beneficiaries.

### **If Your Beneficiary Dies Before You**

If any designated Beneficiary dies before, or at the same time as you, or within 24 hours of you and you do not designate another Beneficiary, such designated Beneficiary's share will be payable equally to the Beneficiaries who survive you. In the event that there is no living, designated Beneficiary at the time of your death, or in the event of the absence of a valid beneficiary designation form on file with the Benefits Department, benefits will be paid equally to the person or persons who fall into the first class of relatives in the following order:

- (1) your Spouse;
- (2) your Child or Children;
- (3) your parents; or
- (4) your siblings.

If you are not survived by any person who falls into the classes set forth above, the Plan will pay your estate.

### Changing Your Beneficiary

You may change your Beneficiaries without their consent, at any time by completing a beneficiary designation form. You cannot change your Beneficiary if you've made an irrevocable assignment of your interest under this Plan (see page 17).

When the Benefits Department (see *Additional Information* on page 28) receives a valid form changing your Beneficiary, the change will take effect as of the date the Benefits Department receives the form. The change of Beneficiary will take effect even if you are not alive when it is received by the Benefits Department. The change will not apply to any payment made in good faith by the Insurer before the change is recorded.

Additional information can be obtained from the Benefits HelpLine. You should consult with a lawyer or tax professional to better understand the legal and tax consequences of your Beneficiary designation.

### ASSIGNMENT OF INTERESTS

You may assign your benefits under this Plan as a gift. If you properly assign your benefits, the Plan will recognize the assignee or assignees under such assignment as an owner or the owners of your right, title and interest in the benefits provided by the Plan, if any, as long as:

- (1) a Written form satisfactory to the Insurer that affirmed the assignment has been completed;
- (2) the Written form has been signed by you and the assignee or assignees;
- (3) the Company acknowledges that your benefits being assigned is in force on the life of the assignor;  
and
- (4) the Written form is delivered to the Insurer to be recorded.

### EVENTS AFFECTING COVERAGE

#### Status Change

Because your contributions for coverage are taken on a “pre-tax” basis pursuant to the CITGO Petroleum Flexible Benefits Program for Salaried and Hourly Employees (the Flexible Benefits Program), tax regulations provide that you cannot increase or decrease your level of coverage, terminate coverage or change your premium contribution during the year unless you have an eligible **Status Change** in:

- your family status; or
- your or your Spouse’s employment status.

#### **An eligible Status Change in your family status includes:**

- your marriage;
- your divorce, annulment or legal separation from your Spouse;
- birth, adoption or placement for adoption of a Dependent who is your Child;
- death of your Spouse or a Dependent who is your Child;
- loss of status as a Dependent who is your Child;
- you or your Dependent’s loss of life insurance coverage from your Spouse’s employer through no action on your or your Spouse’s part, because of an eligible status change under that plan, or as a result of an election made during an annual election period under that plan when that plan has a different period of coverage than the Plan Year (January 1 – December 31).

#### **An eligible Status Change in employment status includes:**

- a Company-authorized transfer requiring a change in your work location or a relocation of your residence;
- the employment or unemployment of you, your Spouse, or a Dependent who is your Child;
- you, your Spouse or a Dependent who is your Child changes residence or worksite; or
- You, your Spouse or your Dependent Child changes work schedule (that is, a reduction or increase in hours, a switch between part time and full-time, strike or lockout or commencement or return from unpaid leave of absence, including a military leave of absence).

If your change does not meet the Status Change criteria above, you cannot change or terminate your coverage under the Plan for the Plan Year. You must wait until the next Annual Election Period.

If you have waived coverage under the Plan and have an eligible Status Change during the Plan Year, you may apply within 31 days of the change event for coverage under the Plan for you, your Spouse and your other Dependents, in accordance with the Status Change rules.

Changes in your benefit coverage on any date other than January 1 will only be permitted if the change is consistent with the Status Change and applies to the specific person or situation affected by the Status Change.



## EVENTS AFFECTING COVERAGE

### **Example: Eligible Status Change**

During the Annual Election Period, James elects “Employee Only” coverage under this Plan for \$100,000. In the following Plan Year, he marries and wishes to change to “Employee and Family” coverage. James can change this coverage during the Plan Year if he makes his change within 31 days of his marriage.

### **Example: Ineligible Status Change**

During the Annual Election Period, Shelly elects “Employee and Family” coverage under this Plan. During the following year, she wants to cancel her election to reduce expenses although she still has an eligible Spouse. Since this is not an eligible Status Change, Shelly cannot change her election until the next Annual Election Period.

If you have an eligible Status Change, you may request to change your coverage only if you contact the Benefits HelpLine at 1-888-443-5707 within 31 days after the Status Change. The change becomes effective on the date of the event.

Any change in your required contributions to the Plan resulting from the changing or dropping of coverage will be applied as follows:

<b>Change occurs:</b>	<b>1<sup>st</sup> day of month</b>	<b>2<sup>nd</sup> – 15<sup>th</sup></b>	<b>From the 16<sup>th</sup> through the last day of the month</b>
<b>Change in contributions begin</b>	first semi-monthly pay period of following month	first semi-monthly pay period of following month	first semi-monthly pay period of following month

In all events, the terms of the Flexible Benefits Program governs in determining whether a Status Change has occurred and whether the change can lawfully be made.

## Absences

During any Company-approved absence with full- or part-time pay, your contributions will continue to be deducted from your paycheck and your coverage under this Plan will remain in force. You are eligible to continue coverage under the Plan as long as you continue to be an eligible employee and are receiving a check from the Company; or as long as you continue to be an eligible participant and your status falls into one of the categories listed below:

- Company-approved Leave of Absence;
- absence under the Company’s Sick Leave Policy;
- absence due to Family Medical Leave (FMLA); or
- absence due to military leave.

The Amount of Coverage generally in effect on your last day of active employment with the Company will remain in effect if you continue to make the required contributions within the 30-day grace period. The 30-

## EVENTS AFFECTING COVERAGE

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day grace period begins when the payment is due until the end of the following month. You must notify the Benefits HelpLine at 1-888-443-5707 only if you wish to waive coverage. If you do not return to active employment, your coverage ceases on the last day of the month in which the leave, absence under the Company's Sick Leave Policy or disability ends.

### Payment of Contributions While on Leave

If payments are not made within the 30-day grace period, coverage may be terminated once final written notice has been given. If you are on FMLA or military leave, you will be notified in writing at least 15 days before the date the coverage will terminate.

The Company reserves the right to recover any contributions not paid by you for continuation of coverage upon your return to work from the leave. If you do not return to active employment, the Company may recover amounts due from any pay due and owing to you.

### Waiver of Contributions While on Leave

You may be eligible for a waiver of contributions for up to six months. To be eligible for a waiver, you must be:

- on a Company-approved unpaid leave of absence; or
- absent from work due to short-term disability and you are receiving:
  - no pay; or
  - pay that is insufficient to pay the cost of coverage for all of your insurance coverage. Only the plans not deducted due to insufficient pay will be covered under this waiver.

While the waiver is in effect, your coverage will remain unchanged at no cost to you for up to six months. You will be notified if you are eligible for the waiver of contributions while on leave.

### At your option: Continuation of your Benefits during a Labor Dispute

You may elect to continue coverage if you cease to be Actively at Work as the result of a labor dispute. Such coverage will continue for up to 6 months if the following conditions are met:

- at least 75% of the employees eligible to continue coverage elect to continue this insurance for such time period; and
- you pay the required premium for such Insurance, which includes any contributions you were making, and any portion being paid by your Employer, before you stopped Active Work. We may increase the required premium by up to 20% while You are continuing Your Insurance under this provision.

If continued, coverage will end if:

- premium payment is required and you fail to pay premiums for such insurance;
- the number of employees who elect to continue coverage falls below 75% of all employees eligible to continue this insurance for such time period;
- you begin full-time employment with another employer; or

- you cease to be eligible to continue coverage under this section and do not immediately resume Active Work in a class that is eligible for coverage.

### Reinstatement of Coverage

**Absence Due to Leave of Absence or Short-Term Disability** - If coverage is terminated due to non-payment of required contributions during your leave of absence or short-term disability and you return to active employment, you will be eligible to enroll during the next Annual Election Period.

**Absence Due to Long-Term Disability, Family Medical Leave (FMLA) or Military Leave** - If coverage is terminated during your leave for any reason and you return to active employment, you will be entitled to reinstate the coverage you had prior to your leave. Any accident or death connected to service in the armed forces while on military leave will not be covered under the Plan.

Coverage will be effective on the date you return to Active Work. You will only be eligible for benefits that you would have had if you had not been absent on a leave. If the Plan has changed during your leave, you will be entitled to the coverage that is applicable.

### Non-Duplication of Coverage

If you should transfer from one class of employment covered by a Company-sponsored voluntary accidental death and dismemberment plan to another covered by a different Company-sponsored plan you will be immediately eligible for coverage under the plan covering your new employment classification. Generally, your coverage under a Company-sponsored plan will cease at the end of the month of transfer to a different classification of employment. In this event, under the terms of the plans, you may be temporarily eligible for coverage under both plans. If during this period, benefits become payable, you will receive payment from the coverage which provides the highest level of benefits. However, in no event will you receive benefits from more than one plan with similar coverage.

### Termination of Coverage

Unless you are eligible to continue coverage as explained under *Absences* on page 24, coverage under this Plan will terminate at the end of the month in which the earliest of the following occurs:

- You cease to be an employee meeting the eligibility requirements;
- your employment with the Company ends, which includes the point at which you are no longer Actively at Work (unless you are eligible to continue coverage as explained under *Absences* on page 24);
- you become eligible for another personal accident insurance plan sponsored by the Company (that is, the Personal Accident Insurance Provisions of the CITGO Petroleum Corporation Medical, Dental, Vision & Life Insurance Program for Hourly Employees);
- you elect to waive coverage during the Annual Election Period or in connection with a qualified Status Change;
- the Plan terminates;

## EVENTS AFFECTING COVERAGE

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- contributions fail to be made in a timely manner; or
- you retire in accordance with one or more of the Company's retirement plans.

Coverage can be terminated for failure to pay any required contribution once final written notice has been given.

### Termination of Coverage for Your Dependents

Unless you are eligible to continue coverage as explained under Absences on page 24, coverage under this Plan for your Dependents will terminate at the end of the month in which the earliest of the following occurs:

- the date all of your coverage under the Plan ends;
- the date of your death;
- the last day of the calendar month during which the person ceases to be a Dependent;
- your employment with the Company ends, which includes the point at which you are no longer Actively at Work (unless you are eligible to continue coverage as explained under *Absences* on page 24);
- you elect to waive coverage during the Annual Election Period or in connection with a qualified Status Change;
- the Plan terminates;
- contributions fail to be made in a timely manner; or
- you retire in accordance with one or more of the Company's retirement plans.

### CONVERSION OF COVERAGE

If you terminate or retire, or lose Plan coverage due to any reason, there are policy conversion or portability options available. Please contact MetLife at 1-888-252-3607 for more information.

### CLAIMS PROCEDURES

#### When and How to File a Claim

In the event of a covered loss, the Benefits HelpLine at 1-888-443-5707, should be notified within 20 days of the accident. The Benefits HelpLine will provide you or your Beneficiary with the necessary claim forms. Any release forms required must be signed before any benefits will be paid. The Benefits HelpLine can answer questions about the insurance benefits and assist you or your Beneficiary file a claim.

Claims should be sent to the Benefits Department (see *Additional Information* on page 33) for processing and forwarding to the Insurer. Proof of the Covered Loss must accompany any claim submitted to the Benefits Department no later than 90 days or as soon as reasonably possible after the date of the loss. A certified death certificate is required for loss of life. Written evidence satisfactory to the Insurer that establishes the nature and extent of the loss or condition is required for a covered loss other than loss of life. The Insurer will, within 90 days of receipt of a claim, do one of the following:

- pay all benefits payable;
- deny the claim in whole or in part;
- request additional information; or
- notify you that there are special circumstances requiring an extension of time of up to 90 additional days.

#### Payment of Benefits

In the event of your death due to a Covered Loss, a Benefit Amount will be paid to your Beneficiary if the Insurer approves the claim for benefits. For more information on Beneficiaries, see the section entitled *Naming Your Beneficiary* on page 20. Any benefit payment due to loss incurred by an eligible Dependent will be paid to you. All Covered Losses will be payable to you unless the benefit is due to your loss of life.

#### Claim Denial

Depending on the nature of a claim, either the Plan Administrator or the Insurer will review your or your Beneficiary's claim and notify you or your Beneficiary of its decision to approve or deny a claim within a reasonable time, but not longer than 90 days of receipt of a claim unless a longer period is required. If special circumstances require an extension of up to 90 days, you or your Beneficiary will be notified before the initial claims period expires. This notice will indicate the special circumstances requiring an extension of time and the date by which a decision will be rendered.

When a claim is denied, either in whole or in part, either the Plan Administrator or the Insurer will explain why the claim has been denied and state the Plan provisions on which the denial is based. The notification will also include a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary. You or your Beneficiary will be provided with a description of the Plan's review procedures and time limits, including a statement of your or your Beneficiary's right to bring a civil action if the claim is denied after an appeal. You, your Beneficiary or a duly authorized representative may appeal the denial and request a final claim review.

### Claim Appeal

Within a period of 60 days after the denial is received, the denial may be appealed, in writing, to either the Plan Administrator or the Insurer. If the Plan Administrator's initial determination of eligibility to participate is being appealed, a request for review and all supporting documentation should be submitted in writing to the Benefits Department. If the Insurer's initial determination is being appealed, a request for review and all supporting documentation should be submitted in writing to the Group Insurance Claims Review at the address of MetLife's office that processed the claim.

The request must state the reason or reasons why you believe or your Beneficiary believes the claim was improperly denied and may include any written comments, documents, records or other information you deem or your Beneficiary deems appropriate. Upon request and free of charge, you or your Beneficiary will be provided with reasonable access to, and copies of, all documents, records and other information relevant to the claim.

During the appeal all the information will be re-evaluated. MetLife will review the facts of the case and will have the discretionary authority to make a final and conclusive determination of the claim. The review will be conducted in a full and fair manner that takes into account all comments, documents, records and other information submitted by you or your Beneficiary relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

When a claim is denied, either in whole or in part, either the Plan Administrator or the Insurer will explain why the claim has been denied and state the Plan provisions on which the denial is based. You will be reminded that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim. You or your Beneficiary will be provided with a description of the Plan's review procedures and time limits, including a statement of your or your Beneficiary's right to bring a civil action if the claim is denied after an appeal. You, your Beneficiary or a duly authorized representative may appeal the denial and request a final claim review if the Insurer denies you or your Beneficiary's claim, in whole or part.

You or your Beneficiary will receive a notification of the determination on appeal within a reasonable period of time, but no later than 60 days after receipt of the written appeal (or within 120 days if special circumstances require an extension of time for processing). If an extension of time is required for the review, you or your Beneficiary will be notified before the extension period begins. If an appeal is not made within the 60-day period, the denial will be considered final, conclusive and binding.

The Insurer has the right, at its own expense, to examine you when and as often as they may reasonably request while the claim is pending. It can have an autopsy made unless forbidden by law.

### Legal Actions

You or your Beneficiary may only pursue a claim in Federal or state court after the claims procedures have been exhausted. Unless you opt to file a voluntary final claim review, this process must be exhausted prior to you or your Beneficiary pursuing a claim in Federal or state court.

You or your beneficiaries may not pursue a legal action on a claim during a certain period. This period begins 60 days after the date Proof is filed and ends three years after the date Proof is required.

### ADMINISTRATION

The Plan Administrator, on behalf of the Plan, has contracted with Metropolitan Life Insurance Company to pay for benefits provided by the Plan through a contract for insurance. You may obtain the Insurance Documents, including the certificate of coverage from the Insurer, by making a request to the Benefits HelpLine at 1-888-443-5707.

The Plan Administrator is responsible for the administration of this Plan and has final discretionary authority to interpret the Plan's provisions, to resolve any ambiguities in the Plan and to determine all questions related to the Plan, including eligibility for benefits. The decisions of the Plan Administrator will be final, conclusive and binding on all persons with respect to all issues and questions relating to the Plan not otherwise properly allocated to the Insurer.

The Plan Administrator has delegated certain duties and obligations with respect to administering this Plan to the Insurer. As a fiduciary, the Insurer has discretionary authority to interpret the Plan's provisions, to resolve any ambiguities in the Plan and to determine all questions related to the payment of benefits provided by the Plan. The decisions of the Insurer will be final, conclusive and binding on all persons with respect to all issues and questions relating to the Plan not otherwise properly determined by the Plan Administrator.

The Plan Administrator may delegate to other persons the responsibilities for performing the ministerial duties in accordance with the terms of the Plan and may rely on information, data, statistics or analysis provided by these persons. The Company's determination will be conclusive regarding status of employment.

### **Agent for Service of Legal Process**

If you feel you have cause for legal action, you may present petition for service of legal process to the Secretary of the Benefit Plans Committee at the address listed for the Plan Administrator (see *Additional Information* on page 28). Service of legal process may also be made upon the Plan Administrator or any trustee of the Plan.

### **CITGO Employees' Benefit Trust**

Assets of the Plan consist of actuarially determined contributions. Employee contributions to the Plan are held in the CITGO Employees' Benefit Trust (Trust) to pay premiums. Premiums for accidental death and dismemberment benefits payable under the Plan are paid from the assets of the Trust to the Insurer. The current trustee is Bank of Oklahoma, N.A. Trustees are subject to change.

In the event of the termination of the Program, assets of the Trust will be used to pay program benefits, premiums and administrative expenses. Any remaining assets will be used for the payment of similar benefits or distribution in accordance with the CITGO Employees' Benefit Trust Agreement and applicable law.



**COST/FUNDING**

**Cost of Your Coverage**

The monthly cost of your coverage is determined by the coverage option (“Employee Only” or “Employee and Family”) and the Amount of Coverage (your Principal Sum) you elect. Contribution rates are determined based on the claims experience of the Plan and are subject to change annually.

The monthly cost effective January 1, 2018 is as follows:

<u>Coverage</u>	<u>Monthly Premium Amount</u>
Employee Only	\$.014 Per \$1,000 of Principal Sum
Employee and Family	\$.030 Per \$1,000 of Principal Sum
Example:	
<u>Employee only coverage in the amount of \$25,000</u>	
<u>Cost: \$.35/month</u>	

**Principal Sum amounts are available in \$5,000 increments.**

Your contribution will be equally divided and deducted on a pre-tax basis from your normal semi-monthly payroll checks. If you are on a leave of absence without pay or otherwise not receiving payroll compensation from the Company, please see the section titled *Absences* on page 19.

**Funding of the Plan**

You pay the full cost for this Plan. All contributions are made on a pre-tax basis and held in the CITGO Petroleum Corporation Employees’ Benefit Trust where they are generally used to pay premiums to the Insurer. For more information about the Trust, please see the section entitled *CITGO Employees’ Benefit Trust* on page 26.

**Future of the Plan**

CITGO Petroleum Corporation intends to continue to provide these benefits to participants of this Plan indefinitely. However, CITGO Petroleum Corporation reserves the right to amend, modify or terminate this Plan, in whole or in part, at any time and for any reason. Such actions will be effective as of any date designated by CITGO Petroleum Corporation.

**ADDITIONAL INFORMATION**

As a participant or Beneficiary under this Plan you have certain rights and protections as more fully described within the *Statement of ERISA Rights* on page 37. Other important information about the Plan is provided below:

<b>Name of Plan:</b>	CITGO Petroleum Corporation Medical, Dental, Vision, and Life Insurance Program for Hourly Employees
<b>Type of Plan:</b>	Insured Welfare Plan
<b>Plan Sponsor:</b>	CITGO Petroleum Corporation 1293 Eldridge Parkway Houston, Texas 77077
<b>Plan Sponsor's Identification Number:</b>	73-1173881
<b>Plan Administrator</b>	Benefit Plans Committee – Secretary Attn: Benefits CITGO Petroleum Corporation 1293 Eldridge Parkway, N5063 1-888-443-5707
<b>Plan Number:</b>	518
<b>Plan's Initial Effective Date:</b>	January 1, 1984
<b>Plan Year:</b>	January 1 - December 31
<b>Funding Method:</b>	Funded by employee contributions held in the CITGO Petroleum Corporation Employees' Benefit Trust to pay premiums under a fully insured arrangement with the Insurer.
<b>Trustee:</b>	Bank of Oklahoma, N.A. Trust Division Bank of Oklahoma Tower P.O. Box 880 Tulsa, OK 74101-0880
<b>Insurer:</b>	Metropolitan Life Insurance Company One Madison Avenue New York, NY 10010-3690
<b>Contract Number:</b>	114243-1-G
<b>Benefits HelpLine:</b>	1-888-443-5707
<b>Email</b>	<a href="mailto:Benefits@citgo.com">Benefits@citgo.com</a>

**Benefits Department:**

The Benefits Department can be contacted as follows:

CITGO Petroleum Corporation  
Attn: Benefits Department  
1293 Eldridge Parkway  
Houston, Texas 77077

Telephone: 1-888-443-5707

### Statement of ERISA Rights

Under the Employee Retirement Income Security Act of 1974, as amended, (ERISA), the Company is required to provide you with the following statement of ERISA rights to fully inform you of your rights as a participant under those benefit plans subject to ERISA.

As a participant in the Plan, you are entitled to certain rights and protections under 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, all documents governing the Plan, including insurance contracts and a copy of the latest annual report (form 5500 Services) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administer 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 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 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 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 Plan 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 the Plan's decision or lack thereof concerning the qualified status of a domestic relations order of 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 the 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.

**DEFINITIONS**

This Plan description has been written in a simplified manner that is intended to help explain this Plan as clearly as possible. In addition to the following definitions that are used in this SPD, terms not defined below or in the body of this SPD may be defined in the Plan or the Insurance Documents.

**“Actively at Work”** or **“Active Work”** means that you are performing all of the usual and customary duties of Your job as a Regular Full-Time or Regular Part-Time Employee at:

- (1) the Company’s place of business;
- (2) an alternate place approved by the Company; or
- (3) a place to which the Company’s business requires you to travel.

You will be deemed to be Actively at Work during weekends or Company-approved vacations, holidays or business closures if you were Actively at Work on the last scheduled work day preceding such time off. An employee on a leave of absence or absent due to disability is not considered to be Actively at Work.

**“Air Bag”** means any inflatable restraint device that:

- (1) meets published United States government safety standards;
- (2) is properly installed by the car manufacturer; and
- (3) is not altered after the installation.

**“Amount of Coverage”** means the coverage amount you may elect pursuant to the terms of the Plan.

**“Annual Base Pay”** means salary or wages, excluding overtime, extra pay, shift differential, bonuses and living or other allowances, all as determined by the Company.

**“Annual Election Period”** is a period set by the Company and during which you may elect or make changes to your benefits under the Plan.

**“Authorized Company Representative”** includes your Human Resources or Personnel representative as well as appropriate members of the CITGO Benefits Planning and Administration Department in Houston, Texas.

**“Beneficiary”** means the person or persons, or the entities, to whom this Plan will pay benefits in the event of your death as determined in accordance with the terms of this Plan.

**“Benefit Amount”** means amount that may become payable because of a Covered Loss

**“Benefits HelpLine”** is a resource you may contact for assistance with any benefits related issues. The Benefits HelpLine is available toll free at 1-888-443-5707 or by email at [Benefits@citgo.com](mailto:Benefits@citgo.com).

## DEFINITIONS

**“Child”** means your natural child, adopted child, child Placed with You for Adoption or a child, including, for example, a grandchild, for whom you or your Spouse have been awarded legal guardianship or legal custody by a court of law and who is under age 26.

The term does not include any person who:

- (a) lives outside of the United States or Canada; or
- (b) is insured under the group policy as an employee.

**“Child Care Center”** means a facility that is operated and licensed according to the laws of the jurisdiction where it is located and provides care and supervision for children in a group setting on a regularly scheduled and daily basis.

**“COBRA”** means Consolidated Omnibus Budget Reconciliation Act of 1985.

**“Common Carrier”** Common Carrier means a government-regulated entity that is in the business of transporting fare paying passengers. The term does not include:

- (a) chartered or other privately arranged transportation;
- (b) taxis; or
- (c) limousines.

**“Company”** means CITGO Petroleum Corporation and such other direct and indirect affiliates and subsidiaries of CITGO Petroleum Corporation that adopt the Plan as participating companies from time to time.

**“Contingent Beneficiary”** is the person or persons, or the entity, to whom a benefit will be paid in the event of your death if all Primary Beneficiaries die before or at the same time as you.

**“Covered Percentage”** is the percentage of the Principal Sum that each Covered Person’s Amount of Coverage is based on, as outlined in the following table:

Family Composition	Covered Percentage of Principal Sum		
	Employee	Spouse	Each Child (\$50,000 maximum)
Employee and Spouse	100%	65%	N/A
Employee, Spouse, and Children	100%	55%	15%
Employee and Children	100%	N/A	20%

**“Covered Person”** means you, if you are enrolled in the Plan, and your Spouse and eligible Dependent Child or Children if you are enrolled in “Employee and Family” coverage.

**“Dependent”** means your Spouse or Child, or both.

**“Hospital”** means a facility which is licensed as such in the jurisdiction in which it is located and:

- (a) provides a broad range of medical and surgical services on a 24 hour a day basis for injured and sick persons by or under the supervision of a staff of Physicians; and
- (b) provides a broad range of nursing care on a 24 hour a day basis by or under the direction of a registered professional nurse.

**“Insurer”** means Metropolitan Life Insurance Company, which has insured under a contract to fund benefits provided by this Plan. The insurance company may be changed from time to time.

**“Intoxication”** means that the injured person’s blood alcohol level met or exceeded the level that creates a legal presumption that he or she is intoxicated under the laws of the jurisdiction in which the incident occurred.

**“Passenger Car”** means any validly registered four-wheel private passenger car, four-wheel drive vehicle, sports-utility vehicle, pick-up truck or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

**“Physician”** means a person licensed to practice medicine in the jurisdiction where such services are performed or any other person whose services, according to applicable law, must be treated as providing the services of a Physician; provided, however, that he or she is licensed in the jurisdiction where he or she provides the service and acting within the scope of that license, and must be certified or registered, or both, if required by the jurisdiction. The term does not include you, your Spouse or any member of your immediate family, including your or your Spouse’s parents, children, including natural, step or adopted children, siblings, grandparents or grandchildren.

**“Placed with You for Adoption”** a child is considered as being placed with you for adoption in connection with adoption proceedings when there is an assumption and retention by an eligible employee of the legal duty for the total or partial support of a child to be adopted. The child’s placement terminates when the legal duty likewise terminates.

**“Plan”** means the Personal Accident Insurance Provisions of the CITGO Petroleum Corporation Medical, Dental, Vision and Life Insurance Program for Hourly Employees.

**“Primary Beneficiary”** is the person or persons, or the entity, to whom a benefit will be paid in the event of your death.

**“Principal Sum”** is the total Amount of Coverage you elect. All benefits payable under this Plan are based on the Principal Sum.

**“Proof”** means written evidence satisfactory to the Insurer that a person has satisfied the conditions and requirements for any benefit provided by the Plan. When a claim is made for any benefit described in this certificate, Proof must establish:

- (a) the nature and extent of the loss or condition;
- (b) the Plan’s obligation to pay the claim; and
- (c) the claimant’s right to receive payment.

Proof must be provided at the claimant's expense.

**“Regular Full-Time Employee”** means an Employee who Actively at Work and regularly scheduled by the Company to work at least 40 hours each week.

**“Regular Part-Time Employee”** means an Employee who is in Active Service and regularly scheduled by the Company to work at least 20 hours each week.

**“Seat Belt”** means any restraint device that:

- a) meets published United States government safety standards;
- b) is properly installed by the car manufacturer; and
- c) is not altered after the installation.

The term includes any child restraint device that meets the requirements of state law.

**“Spouse”** means Your lawful spouse. The term does not include any person who:

- (d) is in the military of any country or subdivision of any country;
- (e) lives outside of the United States or Canada; or
- (f) is insured under the group policy as an Employee.

**“Written”** means a record that is on or transmitted by paper or electronic media that is acceptable to the Insurer and consistent with applicable law.