



TESORO CORPORATION

OCCUPATIONAL  
ACCIDENTAL DEATH PLAN

SUMMARY PLAN  
DESCRIPTION

*As of January 1, 2017*

This Summary Plan Description (SPD) outlines the major features of the Tesoro Occupational Accidental Death Plan. If you have questions regarding your coverage under the Occupational Accidental Death Plan, contact the Tesoro Benefit Center at (866)-787-6314.

This document describes the Tesoro Occupational Accidental Death Plan as of January 1, 2017. This Plan is available to eligible Tesoro employees on the U.S. 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.

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***The Tesoro Occupational Accidental Death Plan provides financial protection for your survivors if you die in an occupational accident in the course and scope of your job at one of Tesoro's refinery, pipelines, terminal, biofuel or gas gathering/processing worksites.***

## PARTICIPATION

You are eligible to participate in the Occupational Accidental Death Plan upon hire if you're a regular full-time employee of one of Tesoro Corporation's participating subsidiary companies and are assigned to regularly work at a Tesoro refinery, pipeline, terminal, biofuel, gas gathering or gas processing work location. 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 the provisions are included or incorporated in your collective bargaining agreement.

## ENROLLMENT

If you are eligible to participate in the Occupational Accidental Death Plan, you are automatically enrolled for coverage as of the later of your hire date or the date you are first eligible to participate. For example, if your regular schedule is changed so that you work thirty (30) or more hours each week, you will enter the Plan when your regular schedule is changed. Or, if you transfer to a refinery, pipeline, terminal, gas gathering or gas processing location, you will enter the Plan on the date your new assignment is effective.

## BENEFICIARY DESIGNATIONS

Benefits will be paid according to the beneficiary designation for the Tesoro AD&D Insurance Plan in effect at the time of your death, unless specifically designated otherwise. You may make your beneficiary designations through the Tesoro Benefits Center website at [tsocorp.com/benefits](http://tsocorp.com/benefits) or by calling (866) 787-6314. Beneficiary designations may be changed by you at any time through the Tesoro Benefit Center or in writing, 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.

## COST

The Company pays the entire cost of benefits under the Occupational Accidental Death Plan.

## BENEFIT AMOUNT

Principal Sum Amount: \$500,000

The maximum benefit payable for any Tesoro employee is \$500,000. In the event of an accident involving more than one employee, the maximum benefit will not exceed \$25,000,000 aggregate payable to all claimants combined.

## APPLYING FOR BENEFITS

In the event of a loss, your supervisor or the Tesoro Corporate Benefits Department should be contacted to coordinate claim processing. Benefits are paid as a lump sum or through other options as provided by the Plan Insurer.

Written claim notice must be given to the Plan Insurer within 31 days after the occurrence or commencement of any loss covered by the Plan or as soon as reasonably possible. If your claim is approved, payment of benefits due for loss of life will be paid according to the beneficiary designation for the Tesoro AD&D Insurance Plan in effect at the time of your death, unless specifically designated otherwise.

## EXCLUSIONS AND LIMITATIONS

The Occupational Accidental Death Plan will not cover any loss caused by or resulting from:

- your operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant, including any prescribed drug for which the covered person has been provided a written warning against operating a vehicle while taking it.
- your voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a physician and taken in accordance with the prescribed dosage
- your being in, entering, or exiting any aircraft owned, leased, or operated by Tesoro Corporation; or operated by an employee of, or on behalf of Tesoro Corporation.
- your being in, entering, or exiting any aircraft while you are acting or training as a pilot or crew member.
- your traveling or flying on any aircraft engaged in specialized aviation activities.
- your emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical or surgical treatment thereof.
- your commission or attempted commission of any illegal act, including but not limited to any felony.
- your incarceration after a conviction.
- your participation in military action while in active military service with the armed forces of any country or established international authority.
- your suicide, attempted suicide, or intentionally self-inflicted injury.
- declared or undeclared war or act of war.

## EVENTS AFFECTING COVERAGE

### Change in Regular Worksite Location

If you are transferred to and/or accept a job at a worksite other than a Tesoro refinery, pipeline, terminal, gas gathering or gas processing location, your Occupational Accidental Death coverage will end as of the date the transfer or job change is effective. If you later are transferred back to a Tesoro refinery, pipeline or terminal location, you'll once again be eligible to participate in the Occupational Accidental Death Plan.

### Reduction in Number of Hours Worked

If your regularly scheduled hours are reduced to less than thirty (30) hours per week, your coverage will end as of the date the schedule change is effective. If your regularly scheduled hours later increase to at least thirty (30) hours per week, you'll once again be eligible to participate in the Business Travel Accident Insurance Plan.

### Layoff or Termination of Employment

Your coverage ends when your employment terminates.

### Death

Coverage ends as of the date of your death.

## PLAN AMENDMENT OR TERMINATION

Tesoro 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.

## ADDITIONAL INFORMATION

The Plans that comprise your Benefits Package are part of the pay you receive from Tesoro for your contributions to the Company's continuing success. In addition to informing you about your employee benefits, this "Summary Plan Description" (SPD) is designed to meet disclosure requirements of a Federal law called the Employee Retirement Income Security Act of 1974 (ERISA). This SPD was written from the documents that legally govern the operations of the Plan. Although every attempt has been made to ensure that the SPD is accurate, the official documents will rule in case of any conflict in meaning.

### 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 Tesoro 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, Tesoro Corporation 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 Corporate 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.

## **GENERAL CLAIMS PROCEDURE**

A participant or beneficiary who feels he or she is being denied any benefit or right provided under the Plans shall have the right to file a written claim with the Plan Administrator. All such claims shall be submitted on a form provided by the Plan Administrator, which shall be signed by the claimant and shall be considered filed on the date the claim is received by the Plan Administrator.

Upon the receipt of such a claim and in the event the claim is denied, the Plan Administrator shall, within a reasonable period of time, provide such claimant a written statement which 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;
- An explanation of the review procedures and the time limits that apply; and
- In the case of a plan providing disability benefits, a copy of the internal rules, guidelines, other protocols or similar criteria will be provided free on request following an adverse benefit determination.

Within 90 days (180 days in the case of a claim for disability benefits) after receipt of notice of denial of benefits as provided above, the claimant or authorized representative may request, in writing, to appear before the Plan Administrator for a review of the claim. In conducting its review, the Plan Administrator shall consider any written statement or other evidence presented by the claimant or authorized representative in support of the claim. The Plan Administrator will give the claimant and/or authorized representative reasonable access to all pertinent documents necessary for the preparation of the claim.

Within 60 days after receipt by the Plan Administrator of a written request for review of the claim, unless special circumstances require an extension of time for processing such request for review, but not later than 120 days after receipt of such request, the Plan Administrator shall notify the claimant of its decision by delivery or by certified or registered mail to the claimant's last known address. In the case of a claim for disability benefits, the notification of the Plan Administrator's decision shall be made not later than 45 days after receipt of the claim, unless special circumstances require an extension of time for processing such request for review, and such extension shall require a decision not later than 105 days after receipt of such request and following appropriate notice of extension (limited to two 30 day extensions).

The decision of the Plan Administrator shall be in writing and shall include the specific reasons for the decision presented in a manner calculated to be understood by the claimant and shall contain references to all relevant Plan provisions on which the decision was based. The decision of the Plan Administrator shall be final and conclusive. In addition to the General

Claims Procedure described above, the Plan Insurer may have specific requirements, which you will need to follow in filing your claim.

### **Future of the Plan**

Tesoro expects and intends to continue the employee benefits described in this SPD indefinitely, but reserves the right to amend or discontinue any or all parts at any time.

### **Interpretation of the Plan**

Only the Plan Administrator 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 and to manage and interpret the Group Policy, consistent with the provisions of the Plan.

## **IMPORTANT FACTS ABOUT THE PLAN**

### **Plan Name**

The Tesoro Corporation Occupational Accidental Death Plan is a Constituent Benefit Program of the Tesoro Corporation Omnibus Group Welfare Benefits Plan.

### **Plan Sponsor**

Tesoro Corporation  
19100 Ridgewood Parkway  
San Antonio, TX 78259  
(210) 828-8484

### **Plan Administrator**

Tesoro Employee Benefit Committee  
Tesoro Corporation  
19100 Ridgewood Parkway  
San Antonio, TX 78259

### **Plan Funding**

The plan is funded solely by employer contributions.

### **Plan Insurer**

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

### **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.

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

General Counsel  
Tesoro Corporation  
19100 Ridgewood Parkway  
San Antonio, TX 78259

*Note: Legal process may also be served upon the Plan Administrator.*

**Plan Type**

Welfare benefit plan.

**Plan Number**

The plan number is 501.

**Employer Identification Number (EIN)**

The EIN under which the documents and reports for this plan are filed with the U.S. Department of Labor is 95-0862768.

**Plan Year**

The plan year is a calendar year beginning January 1 and ending December 31.

**QUESTIONS**

If you have questions about your Tesoro employee benefits, contact the Tesoro Benefit Center at 1-866-787-6314.