

# Occupational Accidental Death and Dismemberment

## Summary Plan Description



January 2016  
As revised on May 12, 2016

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Refer to subsequent California Resources Corporation benefits newsletters on MyInfo at <https://MyInfo.crc.com> for any material changes to the Plan made after the date of this document.

## INTRODUCTION

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The Plan provides coverage in the event of your accidental death or accidental dismemberment resulting from a covered occupational accident while you are working on company premises, commuting to and from work, or during a period of business travel. This Plan is provided by the company at no cost to you. Benefits are payable in addition to benefits you may receive from any other plan.

The Occupational Accidental Death and Dismemberment (OAD&D) insurance described in this supplement is offered to California Resources Corporation and/or affiliated company employees, as defined in the *Eligibility and Enrollment* section. This information along with the Group Insurance Certificate booklet (Booklet) provided by Gerber Life Insurance Company (Gerber) or a successor carrier serves as your Summary Plan Description (SPD). You should keep and refer to it when you have questions about your OAD&D insurance benefits. In the event that there is a discrepancy between the SPD and the Plan document, the Plan document will control.

Any capitalized term not defined in the Glossary of this summary has the meaning ascribed to it in the Booklet that follows.

This benefit program described in this SPD is covered under the Employee Retirement Income Security Act of 1974 (ERISA). As a participant in this Plan, you have certain rights, described more fully in the attached Gerber Booklet.

The benefits are effective only while you are covered under the Plan.

## **ELIGIBILITY AND ENROLLMENT**

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### **Eligibility**

You are eligible to participate in the OAD&D Plan if you are an intern, temporary, regular part-time or full-time, nonbargaining hourly or salaried employee of California Resources Corporation or an affiliated company (CRC). For this purpose, “affiliated company” means any company in which 80 percent or more of the equity interest is owned by California Resources Corporation. You are considered a full-time employee under the Plan if you regularly are scheduled to work at least 30 hours per week. Generally, you are eligible to participate if you are paid on a U.S. dollar payroll, are designated as eligible to participate by your employer, and do not participate in a similar type of employer-sponsored plan. If you are part of a collective bargaining group, you are eligible to participate in the OAD&D Plan only if your negotiated bargaining agreement specifically provides for your participation.

### **Enrollment**

Enrollment in the OAD&D Plan is automatic. Your coverage begins on your date of hire or the date you become an eligible employee. CRC pays the full cost of your OAD&D insurance.

## DESIGNATING A BENEFICIARY

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Unless otherwise designated, any death benefit payable under this Plan will be paid to your designated beneficiary(ies) under CRC's Basic Life Insurance Plan. If you wish to separately designate your beneficiary(ies) under the Plan, email CRC Benefits at [CRCBenefits@crc.com](mailto:CRCBenefits@crc.com).

You should keep your beneficiary designation current so that if your circumstances change (for example: death, marriage, divorce or birth of a child), you will have a current beneficiary designation on file.

Under the Plan, you may designate two types of beneficiaries:

- Primary beneficiary: An individual or trust you name to receive your OAD&D benefit in the event of your death.
- Contingent beneficiary: An individual or trust you name to receive your OAD&D benefit in the event of your death if all of your designated primary beneficiaries die before you.

You are the beneficiary in the event of the accidental death or accidental dismemberment or Loss of Use (Loss) of a covered Dependent.

For additional details, refer to *Beneficiary* in **Section VI – Policy Provision** of the attached Booklet.

## WHAT THE PLAN COVERS

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### Amount of Plan Benefits

In the event of your accidental death resulting from a covered occupational accident, the Plan pays benefits as defined in **Section IV – Benefit Provision** of the attached Booklet provided by Gerber. For benefits to be payable, death must occur within 365 days of such accident.

For all other covered occupational accidents, the OAD&D Plan may pay a portion of the death benefit depending on the nature of your Injury, if the Loss occurs within 365 days of the covered accident. In the event that you incur an accidental Loss, as defined by Gerber, the benefits will be paid to you in a single sum according to the **Schedule of Benefits** in the attached Booklet.

### Additional Benefit Provisions

Depending on the circumstances and nature of a covered accident, the OAD&D Plan may pay an additional benefit to you or your Dependent for a Loss due to death or Injury. You or your Dependent must be covered under the Plan on the date of the accident, and generally, the Loss must occur within 365 days after the date of the accident. More details regarding the following provisions can be found in the attached Booklet.

- Rehabilitation Benefit
- Coma Benefit
- Accidental Permanent Disfigurement Benefit
- Therapeutic Counseling Benefit
- Adaptive Home and Vehicle Benefit
- Funeral Expense Benefit
- Criminal Assault Accident Protection
- Private Passenger Automobile Seat Belt Accident Protection
- Private Passenger Automobile Air Bag Accident Protection
- Brain Damage Benefit
- Child Care Center Benefit
- College Education Benefit
- Spouse Training Benefit
- Business Travel

## WHAT THE PLAN DOES NOT COVER

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For details regarding any exclusions under the plan, see the *Exclusions* listed under each Hazard of the attached Booklet, in addition to the *General Exclusions* in **Section VI – Policy Provisions**.

## CLAIMS AND BENEFIT PAYMENT

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For information regarding claims and benefit payment procedures, refer to **Section VII – Claim Payments** in Gerber’s Booklet. Additional details regarding claims and appeal procedures refer to **Section XI – The Employee Retirement Income Security Act of 1974 (ERISA) Statement of Rights and Information**.

If you have questions regarding your claim or your appeal, contact Gerber.

### Legal Proceedings

For information regarding Legal Action, refer to **Section VII – Claim Payments** in Gerber’s Booklet. No action at law or equity shall be brought to recover on the Group Contract or under the Plan until 60 days after the written proof described in Gerber’s Booklet is furnished. No action shall be brought more than three years after the end of the time within which proof of loss is required.

## WHEN COVERAGE ENDS

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Your coverage will end on the earlier of the date:

- The Plan ends;
- You are no longer eligible.

If you cease active employment for any reason, including termination, retirement, layoff because of reduction in work force, disability, absence because of illness, injury or an approved leave of absence, coverage under the OAD&D Plan will end on the last day you actively are at work. There is no conversion option for this coverage.

Termination of coverage will not affect any claim for Loss that occurs before termination.

## **GENERAL INFORMATION**

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### **Your Rights as a Plan Participant**

For information regarding your rights under the Employee Retirement Income Security Act of 1974 (ERISA), refer to **Section XI – The Employee Retirement Income Security Act of 1974 (ERISA) Statement of Rights and Information** in the attached Booklet.

### **Plan Documents**

This benefit plan description summarizes the main features of the Plan, and is not intended to amend, modify, or expand the Plan provisions. In all cases, the provisions of the Plan document and any applicable contracts control the administration and operation of the Plan. If a conflict exists between a statement in this summary and the provisions of the Plan document or any applicable contracts, the Plan document will govern.

### **Discretionary Authority of Plan Administrator and Claims Administrator**

In accordance with sections 402 and 503 of Title I of ERISA, the Plan sponsor has designated a Named Fiduciary under the Plan, who has complete authority to review all denied claims for benefits under the Plan. The Plan Administrator has discretionary authority to determine who is eligible for coverage under the Plan and the Claims Administrator has discretionary authority to determine eligibility for benefits under the Plan. In exercising its fiduciary responsibilities, the Named Fiduciary shall have discretionary authority to determine whether and to what extent covered Plan participants are eligible for benefits, and to construe disputed or doubtful Plan terms. The Named Fiduciary shall be deemed to have properly exercised such authority unless it has abused its discretion hereunder by acting arbitrarily and capriciously.

### **No Guarantee of Employment**

By adopting and maintaining the California Resources Corporation Occupational Accidental Death and Dismemberment Plan for certain eligible employees, CRC has not entered into an employment contract with any employee. Nothing contained in the Plan documents or in this summary gives any employee the right to be employed by CRC or to interfere with CRC's right to discharge any employee at any time. Similarly, this Plan does not give CRC the right to require any employee to remain employed by CRC or to interfere with the employee's right to terminate employment with CRC at any time.

### **Future of the Plan and Plan Amendment**

CRC expects and intends to continue this Plan but does not guarantee any specific level of benefits or the continuation of any benefits during any periods of active employment, inactive employment, disability or retirement. Benefits are provided solely at CRC's discretion. CRC reserves the right, at any time or for any reason, through an action of the Vice President of Compensation and Benefits of California Resources Corporation, to

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

## Plan Administration

The additional information in this section is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA) regarding the OAD&D Plan and the persons who have assumed responsibility for its operation.

Plan Name	<b>California Resources Corporation Occupational Accidental Death and Dismemberment Plan</b>
Employer Identification Number	<b>46-5676989</b>
Plan Number	<b>504</b>
Plan Administrator	<b>California Resources Employee Benefits Committee</b>
Type of Administration	<i>Group Insurance Policy with:</i> <b>Gerber Life Insurance Company 1311 Mamaroneck Avenue White Plains, New York 10605</b>
Plan Sponsor and Address for Legal Process for the Plan	<b>CRC Services, LLC 9200 Oakdale Avenue, 9<sup>th</sup> Floor Los Angeles, California 91311 888-848-4754</b>
Claims Administrator and Address for Legal Process for the Policy	<i>The Plan is insured and claims are paid by:</i> <b>Gerber Life Insurance Company c/o A.C. Newman &amp; Company 7060 North Marks Avenue, Suite 108 Fresno, California 93711-0269</b>
Named Fiduciary	<b>Gerber Life Insurance Company</b>
Plan Year Ends	<b>December 31</b>
Plan Type	<b>ERISA Welfare Plan</b>
Source of Contributions	<b>Employer Contributions</b>

## GLOSSARY

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### Plan

“Plan” means the California Resources Corporation Occupational Accidental Death and Dismemberment Plan, and as used in this Summary Plan Description, unless the context otherwise plainly requires, “Plan” further means the occupational accidental death and dismemberment insurance benefits described here. Also, in this Summary Plan Description, “Plan” is used interchangeably with “OAD&D Plan.”

**GERBER LIFE INSURANCE COMPANY**  
**1311 Mamaroneck Avenue**  
**White Plains, New York 10605**  
(Herein called "the Company")

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Based on the Application for this Policy (herein called "the Plan") made by

**CALIFORNIA RESOURCES CORPORATION**  
**10889 Wilshire Boulevard**  
**Los Angeles, California 90024**  
(Herein called "the Policyholder")

and based on the payment of the premium when due, the Company agrees to pay the benefits as provided on the following pages.

This Plan becomes effective at 12:01 A.M. Standard Time at the Policyholder's Address on the Effective Date shown below. The Plan will terminate at 12:00 Midnight on the Expiration Date shown below or as shown in Section IX - Termination of the Plan.

All matter printed or written by the Company on the following pages forms a part of this Plan as if recited over the signatures below.

This Plan is delivered in and, to the extent permitted by Federal Law, is governed by the laws of the Jurisdiction shown below. This Plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA). The general Plan information and a statement of the Rights of Plan participants are found in Section XI - ERISA Statement of Rights and Information.

Signed by the Company:



President



Secretary

POLICY NUMBER	BTA-124016
EFFECTIVE DATE	January 1, 2016
EXPIRATION DATE	January 1, 2019
DATE OF ISSUE	December 23, 2015
JURISDICTION	California
COVERAGE PROVIDED	Accident Insurance

**NONPARTICIPATING**  
**GROUP ACCIDENT POLICY**  
**ACCIDENT ONLY - DOES NOT PAY BENEFITS FOR SICKNESS**

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SECTION I - SCHEDULE OF BENEFITS

The following persons are eligible for coverage (herein called “Insured Persons”):

Class	Hazard	Description of Class
1	G-12, G-14, G-17, G-22, G-25, G-27, G-30	All interns, temporary, regular part-time or full-time, non bargaining hourly or salaried employees of California Resources Corporation or an affiliated company who are designated as eligible to participate, and who do not participate in a similar type of employer-sponsored plan, domiciled in the United States. Represented employees are eligible to participate only if the collective bargaining agreement specifically provides for participation domiciled in the United States.
2	G-9, G-14, G-17, G-25, G-27	Guests while traveling at the invitation and expense of the Policyholder.
3	G-12, G-14, G-17, G-22, G-25, G-27, G-30	Union Employees of the Tidelands Oil Production Company, domiciled in the United States.

If an Insured Person is eligible under more than one of the above Classes due to an Injury sustained in one accident, such Insured Person shall only be entitled to the benefits afforded under the Class which provides the larger benefit.

**Accidental Death and Loss of Use Benefit**

Class	Principal Sum
1	An amount equal to three (3) times Base Annual Earnings, subject to a minimum of \$500,000 and a maximum of \$3,000,000
2	\$50,000
3	\$500,000

Base Annual Earnings means base annual income received from the Policyholder exclusive of bonuses, overtime and any other extra or special compensation. If not employed for twelve (12) months, then average monthly base earnings for the period employed multiplied by twelve (12), exclusive of bonus, overtime and any other extra or special compensation.

With respect to employees paid on an hourly basis, base annual earnings means the hourly rate times the number of hours the employee works in his or her normal work week times fifty-two (52), but not to exceed a total of two thousand one hundred eighty-four (2,184) hours per year.

Aggregate Limit of Indemnity Per Accident: \$15,000,000

Premium Calculation: A monthly premium of \$0.010 per \$1,000 of Principal Sum

Forms Attached At Issue: GER-BA-20 F-4, F-5, F-6, F-15, F-22, F-23, F-24, G-9, G-12, G-14, G-17, G-22, G-25, G-27, G-30, N-1, N-3, N-5, N-10, N-11, N-12, and N-14.

## SECTION II - DEFINITIONS

### **Insured Person**

The person who is insured under the Plan as described in Section I, Schedule of Benefits.

### **Injury**

Accidental bodily injury which: (i) is direct and independent of any other cause; and (ii) requires treatment by a licensed physician or surgeon, acting within the scope of his or her license.

### **Exposure**

Being exposed to the elements following the disappearance, forced landing, stranding, sinking or wrecking of a vehicle. Exposure will be deemed an accidental bodily injury.

### **Disappearance**

Failure to find the body within one year after the disappearance, forced landing, stranding, sinking or wrecking of a vehicle. Disappearance will be deemed accidental loss of life, provided there has been a judicial determination of death.

### **Loss of Use**

The complete, total and irrecoverable loss of use of an arm, leg, hearing, speech or sight.

### **Limb**

An arm or leg.

### **Coma**

Being in a state of complete mental unconsciousness without response to stimulation.

### **Comatose**

Being in a coma.

### **Airworthiness Certificate**

The "Standard" Airworthiness Certificate issued by the Federal Aviation Agency of the United States or its foreign equivalent.

### **Seat Belt**

A properly installed seat belt, lap and shoulder restraint, child restraint or other restraint approved by the National Highway Traffic Safety Administration.

### **Supplemental Restraint System**

An original factory installed air bag designed to inflate on impact for added protection to the head and chest areas.

## SECTION II - DEFINITIONS (continued)

### **When On Business For The Policyholder**

Furthering the business of the Policyholder. This does not include an Injury sustained during travel to and from work, leave of absence, vacation or personal deviation.

### **Personal Deviation**

An activity that is not reasonably related to the business of the Policyholder and not incidental to a bonafide trip.

### **Bonafide Trip**

A trip made in good faith and authorized by the Policyholder for the purpose of furthering the business of the Policyholder.

### **On the Premises of the Policyholder**

The location where the Policyholder conducts its business, including the location where an Insured Person performs his or her occupational duties.

### **Criminal Assault**

A physical attack by another person resulting in bodily Injury. A physical attack is any willful or unlawful use of force or violence with the intent to cause bodily Injury. The physical attack must be considered a felony or a misdemeanor in the jurisdiction where it occurred.

### **Licensed Child Care Center**

Any state licensed facility, other than a family day care home, which provides non-medical care and supervision for children in a group setting less than 24 hours a day.

### **Dependent**

An Insured Person's spouse or Domestic Partner and dependent Children within the specified age limits.

### **Spouse**

The person to whom an Insured Person is legally married or the Domestic Partner of an Employee.

### **Domestic Partner**

A person who meets the definition of Domestic Partner, as follows: Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. A domestic partnership shall be established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State, and, at the time of filing, all of the following requirements are met:

## SECTION II – DEFINITIONS (continued)

- (1) Both persons have a common residence.
- (2) Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
- (3) The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
- (4) Both persons are at least 18 years of age.
- (5) Either of the following:
  - (a) Both persons are members of the same sex.
  - (b) One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals. Notwithstanding any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over the age of 62.
- (6) Both persons are capable of consenting to the domestic partnership.

As used above “have a common residence” means that both domestic partners share the same residence. It is not necessary that the legal right to possess the common residence be in both of their names. Two people have a common residence even if one or both have additional residences. Domestic partners do not cease to have a common residence if one leaves the common residence but intends to return.

## SECTION III – ELIGIBILITY AND TERMINATION OF COVERAGE

### **When Coverage Begins**

If an Insured Person is in an eligible Class, he or she will be covered on the later of the Policy Effective Date or the date the Insured Person enters an eligible Class.

### **When Coverage Ends**

An Insured Person's coverage will end the sooner of:

- (a) the date the Plan ends; or
- (b) the date he or she is no longer a member of an eligible Class.

Termination of coverage will not affect any claim for loss that begins before termination.

## SECTION IV - BENEFIT PROVISION

### Accidental Death and Loss of Use Benefit

The Company will pay a benefit for loss due to an Injury caused by an accident to an Insured Person from a Hazard described on a following page as shown in the table below. The loss must occur within 365 days after the date of the accident. The Insured Person must be covered under the Plan on the date of the accident.

The benefit is called the Principal Sum and it is shown in the Schedule of Benefits.

The benefit for loss of life will be paid to the named beneficiary. All other benefits will be paid to the Insured Person.

#### Table of Losses:

For Loss of:

Life.....	The Principal Sum
Sight of Both Eyes .....	100% of The Principal Sum
Speech and Hearing of Both Ears .....	100% of The Principal Sum
Both Hands or Both Feet .....	100% of The Principal Sum
One Hand and One Foot .....	100% of The Principal Sum
Loss of Use of Four Limbs .....	100% of The Principal Sum
Loss of Use of Three Limbs .....	85% of The Principal Sum
Loss of Use of Two Limbs .....	75% of The Principal Sum
Loss of Use of One Limb .....	50% of The Principal Sum
One Hand or One Foot .....	50% of The Principal Sum
Sight of One Eye .....	50% of The Principal Sum
Speech or Hearing of Both Ears .....	50% of The Principal Sum
Hearing of One Ear .....	25% of The Principal Sum
Thumb and Index Finger of Same Hand .....	25% of The Principal Sum
Maximum - All Losses - Any One Accident .....	100% of The Principal Sum

#### Loss shall mean the:

- (i) complete, total and irrecoverable loss of use of a hand at or above the wrist;
- (ii) complete, total and irrecoverable loss of use of a foot at or above the ankle joint;
- (iii) complete, total and irrecoverable loss of use of a limb at or above the elbow or knee;
- (iv) complete, total and irrecoverable loss of the sight of an eye;
- (v) complete, total and irrecoverable loss of speech;
- (vi) complete, total and irrecoverable loss of hearing; or
- (vii) complete, total and irrecoverable loss of use of thumb and index finger at or above the knuckles.

## SECTION IV - BENEFIT PROVISION

### **Rehabilitation Benefit**

The Company will pay a benefit for loss due to an Injury caused by an accident to an Insured Person from a Hazard described on a following page as shown below. The loss must occur within 365 days after the date of the accident. The Insured Person must be covered under the Plan on the date of the accident.

The benefit shall be:

- (i) equal to 5% of the portion of the Principal Sum for the loss sustained as shown in the Table of Losses in Section IV - Benefit Provision, subject to a minimum of \$250 and a maximum of \$500 per month; and
- (ii) paid for 12 months.

In order for benefits to be paid, the Insured Person must be receiving rehabilitation therapy from an accredited therapist as the result of the accident. The Insured Person must continue to undergo rehabilitation therapy for benefits to be paid.

## SECTION IV - BENEFIT PROVISION

### **Coma Benefit**

The Company will pay a benefit for loss due to an Injury caused by an accident to an Insured Person from a Hazard described on a following page if Injury results in an Insured Person being in a coma for at least 60 consecutive days. The Insured Person must be covered under the Plan on the date of the accident. The coma must occur within 31 days after the date of the accident.

The benefit will be:

- (i) equal to 5% of the Principal Sum, subject to a minimum of \$150 and a maximum of \$2,000 per month; and
- (ii) paid for 12 months.

The first benefit will be paid on the date the Company receives proof that the Insured Person is in a coma which:

- (a) resulted from accidental bodily Injury direct and independent of any other cause;
- (b) requires treatment by a licensed doctor, acting within the scope of his or license;
- (c) requires that the Insured Person be confined to a hospital; and
- (d) has lasted for at least 60 consecutive days.

The benefit will end when the comatose condition ceases, whether by death, recovery or any other change of such condition.

The Monthly Coma Benefit will be paid in accordance with Section VII, Claim Payments, Payment of Claims, of the Plan.

## SECTION IV - BENEFIT PROVISION

### **Accidental Permanent Disfigurement Benefit**

The Company will pay a benefit for loss, as defined below, due to an Injury caused by an accident to an Insured Person from a Hazard described on a following page as shown below. The loss must occur within 90 days after the date of the accident. The Insured Person must be covered under the Plan on the date of the accident.

The benefit shall be payable in the amount of 10% of the Principal Sum subject to a maximum of \$25,000 for a disfigurement covering more than 25% of the Insured Person's body surface.

The benefit will be paid to the Insured Person.

### **Definition**

Loss in this section only means any permanent disfigurement resulting from accidental bodily Injury which cannot be corrected by cosmetic surgery or by any other reasonable means as established by a competent cosmetic surgeon.

## SECTION IV - BENEFIT PROVISION

### **Therapeutic Counseling Benefit**

If, due to Injury caused by an accident from a Hazard described on a following page, an Insured Person requires Therapeutic Counseling, the Company will pay a benefit as shown below.

The Insured Person must be covered under the Plan on the date of the accident.

The Therapeutic Counseling must commence within 90 days after the date of the accident.

The benefit shall be:

- (i) \$835 per month; and
- (ii) payable for 6 months.

In order for benefits to be paid, the Insured Person must be receiving Therapeutic Counseling from an accredited and state licensed therapist, psychiatrist or psychologist. The Insured Person must continue to undergo Therapeutic Counseling for benefits to be paid.

**Therapeutic Counseling Care** means that the Insured Person is under the care of a licensed physician acting within the scope of his or her license and upon the recommendation of such physician, the Insured Person is receiving counseling from an accredited and state licensed therapist, psychiatrist or psychologist.

## SECTION IV - BENEFIT PROVISION

### **Adaptive Home and Vehicle Benefit**

If, due to Injury caused by an accident from a Hazard described on a following page, an Insured Person incurs expenses for alterations to his or her principal residence or personal private automobile as a result of such Injury, the Company will pay a benefit as shown below.

The Insured Person must be covered under the Plan on the date of the accident.

The alterations to the Insured Person's principal residence or personal private automobile must commence within 90 days after the date of the accident.

The benefit shall be an amount equal to 5% of the Insured Person's Principal Sum, subject to a minimum of \$250 and a maximum of \$10,000.

Eligible expenses are those expenses required to make the Insured Person's:

- (i) principal residence accessible to the Insured Person; or
- (ii) personal private automobile to allow the Insured Person to operate or ride as a passenger in such automobile.

## SECTION IV - BENEFIT PROVISION

### **Funeral Expense Benefit**

The Company will pay a benefit, as shown below, for loss of life due to Injury caused by an accident to an Insured Person from a Hazard described on a following page. The loss must occur within 365 days after the date of the accident. The Insured Person must be covered under the Plan on the date of the accident.

The benefit will be the lesser of:

- (1) the reasonable burial expenses incurred to inter the Insured Person. Such expenses include, but are not limited to, embalming, cremation, coffin, gravestone and professional services of a licensed mortician or funeral director; or
- (2) \$5,000.

## SECTION V - COVERAGE PROVISION

### HAZARD 9

#### **24-Hour All Risk Accident Protection - Business Only**

Coverage applies only to an Insured Person who is in a Class to which this Hazard applies.

#### **Description of Hazards**

Coverage will apply to an Injury sustained by an Insured Person when on Business for the Policyholder during any bonafide trip.

Coverage for such trip begins on the later of when an Insured Person leaves his or her place of: (a) residence; or (b) regular employment; for the purpose of going on such trip.

Coverage for such trip terminates on the earlier of when an Insured Person returns to his or her place of: (a) residence; or (b) regular employment; following such trip or undertakes a personal deviation.

If an Insured Person travels to a location away from his or her place of regular employment and is expected to remain at that location for more than 90 days, such location shall be deemed a change in his or her place of regular employment.

Coverage includes an Injury sustained during the trip while riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from, or by being struck or run down by any civilian aircraft having a current and valid Airworthiness Certificate and piloted by a properly qualified and licensed pilot.

#### **Exclusions**

Coverage does not apply to any Injury sustained while an Insured Person is:

- (1) flying in any aircraft being used for or in connection with:
  - (i) fire fighting;
  - (ii) exploration;
  - (iii) pipe or power line inspection; or
  - (iv) aerial photography,unless previously agreed to in writing by the Company; or
- (2) flying in any aircraft owned, leased or operated by or on behalf of the Policyholder, unless previously agreed to in writing by the Company.

## SECTION V - COVERAGE PROVISION

### HAZARD 12

#### **Commuting Accident Protection**

Coverage applies only to an Insured Person who is in a Class to which this Hazard applies.

#### **Description of Hazards**

Coverage will apply to an Injury sustained by an Insured Person when traveling by automobile or other conveyance to and from the Insured Person's residence and place of regular employment along the most direct and reasonable route.

Coverage begins on the later of when an Insured Person leaves his or her place of: (a) residence; or (b) regular employment; for the purpose of going on such trip.

Coverage for such trip terminates on the earlier of when an Insured Person returns to his or her place of: (a) residence; or (b) regular employment; following such trip or undertakes a personal deviation.

If an Insured Person travels to a location away from his or her place of regular employment and is expected to remain at that location for more than 90 days, such location shall be deemed a change in his or her place of regular employment.

## SECTION V - COVERAGE PROVISION

### HAZARD 14

#### **War Risk Accident Protection**

Business Only

Coverage applies only to an Insured person who is in a Class to which this Hazard applies.

#### **Description of Hazards**

Coverage will apply to an Injury sustained by an Insured Person when on Business for the Policyholder during any bonafide trip when caused by or resulting from war or any act of war, declared or undeclared, occurring within the following area:

Worldwide, excluding:

- 1) the United States of America; and
- 2) the Insured Person's country of permanent residence.

Special Conditions, as stated below, will be subject to premium adjustment in arrears.

Item (e) under General Exclusions in Section VI, Policy Provisions, will not apply to this Hazard.

Coverage for such trip begins on the later of when an Insured Person leaves his or her place of: (a) residence; or (b) regular employment; for the purpose of going on such trip.

Coverage for such trip terminates on the earlier of when an Insured Person returns to his or her place of: (a) residence; or (b) regular employment; following such trip or undertakes a personal deviation.

#### **Special Conditions**

The Policyholder must furnish to the Company the data specified below for each Insured Person who enters or is located within an area shown above:

1. Name;
2. Class under the Plan;
3. Principal Sum;
4. Area or areas traveled to; and
5. Duration of each trip.

Such data must be furnished beginning January 1, 2016 and each twelve months thereafter.

SECTION V - COVERAGE PROVISION

HAZARD 17

**Specified Aircraft Accident Protection**

Passenger Coverage

Business Only

Coverage applies only to an Insured Person who is in a Class to which this Hazard applies.

**Description of Hazards**

Coverage will apply to an Injury sustained by an Insured Person when on Business for the Policyholder during any bonafide trip while riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from, or by being struck or run down by:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>FAA Number</u>	<u>Serial Number</u>	<u>Passenger Seats</u>	<u>Crew Seats</u>
	Gulfstream	200	N749QS		17	2

which is owned, leased or operated by or on the behalf of the Policyholder, provided the aircraft has a current and valid Airworthiness Certificate and is being piloted by: any individuals who are properly qualified and licensed pilots holding current and valid certificates of competency of a rating authorizing them to pilot such aircraft.

**Exclusions**

Coverage does not apply to any Injury sustained while an Insured Person is flying in the above described aircraft while it is being used for or in connection with:

- (1) fire fighting;
- (2) exploration;
- (3) pipe or power line inspection; or
- (4) aerial photography,

unless previously agreed to in writing by the Company.

## SECTION V - COVERAGE PROVISION

### HAZARD 22

#### **Criminal Assault Accident Protection**

Occupational Only

Coverage applies only to an Insured Person who is in a Class to which this Hazard applies.

#### **Description of Hazards**

The Company will pay an additional benefit of 10% of the portion of the Principal Sum for the loss sustained, subject to a minimum of \$500 and a maximum of \$50,000 due to Injury as described below.

Coverage will apply to an Injury sustained by an Insured Person as a result of a violent criminal act committed by a person or persons.

The act may involve, but is not limited to:

- (1) robbery;
- (2) theft;
- (3) hold-up;
- (4) kidnapping;
- (5) assault and battery;
- (6) rape; or
- (7) murder.

Coverage will apply to an Insured Person while performing his or her occupational duties, whether on the premises of the Policyholder or at any other work location.

#### **Exclusion**

Coverage does not apply to any Injury sustained from the Insured Person's own criminal act or any attempted criminal act.

## SECTION V- COVERAGE PROVISION

### HAZARD 25

#### **Private Passenger Automobile Seat Belt Accident Protection**

Business Only

Coverage applies only to an Insured Person who is in a Class to which this Hazard applies.

#### **Description of Coverage**

The Company will pay a benefit for loss due to Injury as described below.

The benefit will be 10% of the portion of the Principal Sum for the loss sustained, subject to a minimum of \$500 and a maximum of \$50,000.

Coverage will apply to an Injury sustained by an Insured Person when on Business for the Policyholder during any bonafide trip while operating or riding as a passenger in a private passenger automobile provided the Insured Person was wearing a properly fastened seat belt at the time of the accident.

Coverage for such trip begins on the later of when you leave your place of: (a) residence; or (b) regular employment; for the purpose of going on such trip.

Coverage for such trip terminates on the earlier of when you return to your place of: (a) residence; or (b) regular employment; following such trip or undertake a personal deviation.

No Benefit is payable if the operator of the automobile was under the influence of alcohol or drugs.

Seat belt usage must be verified by:

- (i) a doctor;
- (ii) a coroner;
- (iii) a police officer; or
- (iv) any other person of competent authority.

## SECTION V- COVERAGE PROVISION

### HAZARD 27

#### **Private Passenger Automobile Air Bag Accident Protection**

Business Only

Coverage applies only to an Insured Person who is in a Class to which this Hazard applies.

#### **Description of Coverage**

The Company will pay a benefit for loss due to Injury as described below.

The benefit will be 5% of the portion of the Principal Sum for the loss sustained, subject to a minimum of \$250 and a maximum of \$20,000.

Coverage will apply to an Injury sustained by an Insured Person when on Business for the Policyholder during any bonafide trip while operating or riding as a passenger in a private passenger automobile provided the Insured Person was:

- (i) wearing a properly fastened seat belt at the time of the accident; and
- (ii) was positioned in a seat protected by a properly functioning original factory installed Supplemental Restraint System that deploys on impact.

Coverage for such trip begins on the later of when you leave your place of: (a) residence; or (b) regular employment; for the purpose of going on such trip.

Coverage for such trip terminates on the earlier of when you return to your place of: (a) residence; or (b) regular employment; following such trip or undertake a personal deviation.

No Benefit is payable if the operator of the automobile was under the influence of alcohol or drugs.

Seat Belt and Supplemental Restraint System usage must be verified by:

- (i) a doctor;
- (ii) a coroner;
- (iii) a police officer; or
- (iv) any other person of competent authority.

## SECTION V - COVERAGE PROVISION

### HAZARD 30

#### **Occupational Accident Protection**

Coverage applies only to an Insured Person who is in a Class to which this Hazard applies.

#### **Description of Hazards**

Coverage will apply to an Injury sustained by an Insured Person when on Business for the Policyholder whether on the premises of the Policyholder, at any job site or location or during any bonafide trip.

Coverage for such trip begins on the later of when an Insured Person leaves his or her place of: (a) residence; or (b) regular employment; for the purpose of going on such trip.

Coverage for such trip terminates on the earlier of when an Insured Person returns to his or her place of: (a) residence; or (b) regular employment; following such trip or undertakes a personal deviation.

If an Insured Person travels to a location away from his or her place of regular employment and is expected to remain at that location for more than 90 days, such location shall be deemed a change in his or her place of regular employment.

Coverage includes an Injury sustained during the trip while riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from, or by being struck or run down by any civilian aircraft having a current and valid Airworthiness Certificate and piloted by a properly qualified and licensed pilot.

#### **Exclusions**

Coverage does not apply to any Injury sustained while an Insured Person is:

- (1) flying in any aircraft being used for or in connection with:
  - (i) fire fighting;
  - (ii) exploration;
  - (iii) pipe or power line inspection; or
  - (iv) aerial photography,unless previously agreed to in writing by the Company; or
- (2) flying in any aircraft owned, leased or operated by or on behalf of the Policyholder, unless previously agreed to in writing by the Company.

## SECTION VI - POLICY PROVISIONS

### **Beneficiary**

An Insured Person may name anyone as his or her beneficiary. The Insured Person must file the name or names on a form approved by the Company.

An Insured Person may change his or her beneficiary at any time by giving notice in writing. The effective date of the change is the date the request is signed. However, the Company is not liable for any amount paid before the request is received by the Company.

If an Insured Person names more than one beneficiary, they will share equally, unless the Insured Person provides otherwise.

If a beneficiary dies before an Insured Person, his or her share will be paid equally to the surviving beneficiaries, unless the Insured person states otherwise. Any amount for which a beneficiary is not named will be paid to the Insured Person's estate.

### **General Exclusions**

Benefits are not paid for any loss caused by or resulting from:

- (a) suicide or intentionally self-inflicted Injury, whether sane or not (in Missouri, while sane);
- (b) bacterial infections, except those which occur with a cut or wound at the time of the accident;
- (c) any kind of disease;
- (d) medical or surgical treatment (except surgical treatment required by the accident);
- (e) war or any act of war;
- (f) Injury sustained while in any of the armed forces (land, sea or air) of any country or international authority, except while on temporary domestic National Guard or Reserve duty for less than 90 days;
- (g) Injury sustained while an Insured Person is riding in an aircraft other than as provided under a Hazard described on a preceding page;
- (h) voluntarily taking any drug, chemical or controlled substance, unless taken as prescribed by a licensed physician;
- (i) committing or attempting to commit a felony;
- (j) operating any vehicle with a blood alcohol level greater than the legal limit.

### **Aggregate Limit of Indemnities**

The Company will not be liable for any amount in excess of the aggregate limit of indemnities shown in Section I - Schedule of Benefits. If all losses sustained by all Insured Persons covered under this Plan due to a common accident exceed the aggregate limit, benefits for each Insured Person will be paid on a basis in proportion to the aggregate limit.

## SECTION VII - CLAIM PAYMENTS

### **Notice of Claim**

Written notice of a claim must be given within 30 days after the loss, or as soon as possible. The notice must be given to the Company or to an authorized agent with information identifying the Insured Person.

### **Claim Forms**

When a notice of claim is received, the Company will provide claim forms for the filing of proofs of loss. If such forms are not sent within 15 days, an Insured person will have met the proof of loss requirement if he or she gives the Company a written statement of the nature and extent of the loss within the time fixed in the Plan.

### **Proofs of Loss**

Due written proof must be given to the Company within 90 days after the date of loss. However, a claim will still be considered if it was not possible to furnish proof within this time and the due written proof was furnished as soon as possible. Except in the absence of legal capacity, in no event will a loss be considered if due written proof for that loss is furnished more than 2 years after the date the loss was incurred.

### **Time of Payment of Claims**

All benefits provided by the Plan will be paid upon receipt of due written proof of loss.

### **Payment of Claims**

Any benefits paid for loss of life will be paid as follows:

- (1) to the beneficiary or beneficiaries designated in writing by the Insured Person, otherwise;
- (2) to the beneficiary or beneficiaries designated in writing by the Insured Person under the Group Life Insurance policy issued to the Policyholder, otherwise;
- (3) to the Insured person's surviving spouse, otherwise;
- (4) to the Insured Person's surviving child or children, in equal shares, otherwise;
- (5) to the Insured person's parents in equal shares, or the surviving parent, otherwise;
- (6) to the Insured person's surviving brothers and sisters in equal shares, or the survivors of them otherwise;
- (7) to the Insured person's estate.

All other benefits will be paid to the Insured Person, if living, otherwise to his or her estate. The Company will be discharged to the extent of any such payment made in good faith.

### **Physical Examination and Autopsy**

The Company will have the right to examine any Insured Person as often as it may require and to perform an autopsy where not forbidden by law. This will be at the expense of the Company.

### **Legal Actions**

No action may be brought to recover under the Plan until 60 days after proof of loss has been given. No action can be brought after 3 years from the date due written proof of loss was required to be furnished.

## SECTION VIII - PREMIUMS

### **Premium Payments**

The first premium for coverage under the Plan is due on the effective date. After that, premiums are due as shown under Section I - Schedule of Benefits, Premium Calculation.

Premiums can be paid to the Company's Home Office or to an authorized agent of the Company. Each premium paid continues the Plan in force until the Expiration date, except as shown under Grace Period.

When asked, the Company will consider changing the way in which premium payments are made.

### **Grace Period**

A period of 45 days, without interest, is allowed for paying any premium other than the first one. The Plan will remain in force during the Grace Period, unless the Company has been advised in writing that the Plan is to cease prior to the end of the Grace Period. If any premium is not paid before the Grace Period ends, the Plan will cease. However, the Policyholder will be liable for all premiums not paid. In addition, a pro rata premium will be due for the time the Plan was in force during the Grace Period.

## SECTION IX - TERMINATION OF THE PLAN

The Plan will cease if the Policyholder fails to pay the premium before the end of the Grace Period.

After the end of the first Plan Year, the Company or the Policyholder has the right to cancel the Plan on the day prior to the date any premium is due by giving 31 days written notice.

## SECTION X - GENERAL PROVISIONS

### **Entire Contract**

The entire contract consists of:

- (1) the Plan; and
- (2) the attached Amendments and Application for Coverage, if any.

All statements made by the Policyholder or by the Insured Persons are true and complete to the best of the knowledge and belief of the persons making them. No statement will be used in any contest unless:

- (a) the statement is in writing; and
- (b) a copy of the statement is given to the Insured Person or to his or her beneficiary.

### **Agreements**

All agreements made by the Company must be signed by an executive officer. No agent may modify or waive any of the terms of the Plan. An amendment changing this Plan must be signed by an executive officer of the Company.

### **Incontestability**

There will be no contest of the Plan, except for failure to pay the premium, after it has been in force for 2 years from its date of issue.

There will be no contest of an Insured Person's coverage after it has been in force, during the lifetime of the Insured Person, for 2 years from the date coverage began.

### **Data Required**

The Policyholder will furnish all information and proofs which the Company may reasonably require with regard to the Plan.

### **Clerical Error**

Clerical error by the Policyholder will not end coverage or continue terminated coverage. In the event of such clerical error, a premium adjustment will be made. However, such adjustment will not be made beyond the preceding renewal date of the Plan.

### **Individual Certificates**

The Company, if required by law, will give the Policyholder a certificate for each Insured Person. The certificate will set forth:

- (1) the Insured Person's coverage;
- (2) to whom benefits will be paid; and
- (3) the rights and privileges under the Plan.

SECTION XI- THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)  
STATEMENT OF RIGHTS AND INFORMATION

**How to File a Claim**

If you should suffer a loss covered by the Policy, either you or your beneficiary should contact the Plan Administrator to obtain claim forms. Read the instructions on these forms carefully. Be sure that all the questions are answered. Remember to include any required attachments when you return the completed forms. After your claim has been processed by Gerber Life Insurance Company or its designated claims administrator, you will be notified in writing if any additional information is required, or if any benefits are denied in whole or in part.

**Responsibilities of the ERISA Fiduciaries**

**1. The Plan Administrator**

The Plan Administrator administers the Plan.

**2. The Claims Administrator**

Gerber Life Insurance Company (“Gerber”) is the claims administrator. Gerber may designate another entity to serve as claims administrator. Gerber and its designated claims administrator administer benefits in accordance with the terms of the Policy and the Plan. Gerber and its designated claims administrator have the full discretionary authority to interpret the terms and provisions of the Plan and the Policy, and to determine all questions relating to Plan benefits, including but not limited to eligibility for such benefits. Any interpretation or determination made by Gerber or its designated claims administrator pursuant to such discretionary authority shall be given full force and effect, and shall be conclusive and binding on all parties, unless it can be shown that the determination was arbitrary and capricious.

**Your Right to Appeal**

If you have any questions about a claim payment, call or write to: Gerber Life Insurance Company c/o A.C. Newman & Company, 7060 North Marks Avenue, Suite 108, Fresno, CA 93711-0269; Phone: (559) 252-2525; Fax: (559) 252-1515. A.C. Newman & Company (“Newman”) is Gerber’s designated claim administrator. If your claim has been denied in whole or in part and you do not agree and want to appeal, you must write, within 60 days, to Gerber at such address. Your appeal will be reviewed by Gerber or Newman, and a final decision will be made by a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. The party hearing the appeal (either Gerber or Newman) has full discretionary authority to interpret the terms and provisions of the Plan and the Policy and to determine eligibility for benefits. Any interpretation or determination made by such party pursuant to such discretionary authority shall be given full force and effect, and shall be conclusive and binding on all parties, unless it can be shown that the determination was arbitrary and capricious. You will be notified of the final decision within 60 days after the date of your appeal, unless there are special circumstances in which case you will be notified within 120 days.

**Name of Plan**

Business Travel Accident Insurance Plan for employees of California Resources Corporation.

SECTION XI- THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)  
STATEMENT OF RIGHTS AND INFORMATION (continued)

**Plan Administrator**

CRC Services, LLC  
10889 Wilshire Boulevard  
Los Angeles, California 90024

**Plan Sponsor**

CRC Services, LLC  
10889 Wilshire Boulevard  
Los Angeles, California 90024

**Plan Identification**

Employer Identification Number: 46-5676989  
Plan Number: 501

**Type of Administration**

Contract administration. All benefits provided by Policy Number BTA-124016 issued to the Plan Sponsor by Gerber Life Insurance Company. You may inspect the Plan and the annual report filed with the U.S. Department of Labor at the Corporate Office of California Resource Corporation or your local personnel office. Upon written request, copies can be obtained at a reasonable cost.

**Funding**

All payments to support the Plan are made by California Resource Corporation.

**End of Plan Year**

December 31st.

**Designated Agent for Service of Legal Process**

Legal process may be made upon the Plan Administrator at the address above.

**Your ERISA Rights**

As a participant in the 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:

- 1) 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 Pension and Welfare Benefit Administration.
- 2) 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.

SECTION XI- THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)  
STATEMENT OF RIGHTS AND INFORMATION (continued)

- 3) 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.

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, your union, 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.

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 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 the 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.

The right is reserved in the Plan for the Plan Sponsor to terminate, suspend, withdraw, amend or modify the Plan, covering any active employee, or current retiree or future retiree, in whole or in part at any time. Any such change or termination in benefits: (i) will be based solely on the decision of the Plan Sponsor; and (ii) may apply to all active employees, current retirees or future retirees, as either separate groups or as one group. This is subject to the applicable provisions of the Plan.

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.

## AMENDMENT

### Newly Acquired Company

Number 1 to Policy Number BTA-124016 (Herein called the Plan)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Plan is amended, as shown below, effective January 1, 2016

The Plan applies only to the Policyholder as constituted on the Effective Date of this Plan. Coverage will be extended to Insured Persons of newly acquired companies or corporations provided:

- (1) the Policyholder gives the Company:
  - (i) the name of any newly acquired company or corporation; and
  - (ii) all underwriting data requested to enable the Company to determine any additional premium required;
- (2) coverage for any newly acquired company or corporation will begin on the date acquired and will continue for 90 days:
- (3) coverage will end 90 days after the date a new company or corporation is acquired if:
  - (i) all requested underwriting data is not furnished; or
  - (ii) any additional premium is not paid. The Policyholder will remain liable for payment of premiums for the period coverage was available.

Payment of the premium for the coverage provided by the Plan, as amended, for coverage periods beginning on and after the effective date of this amendment will constitute acceptance of the terms of this amendment by the Policyholder.

This amendment will be attached to and form a part of the Plan. It will not alter or affect any of the terms of the Plan other than as stated above.

Dated this 23rd day of December, 2015.

**GERBER LIFE INSURANCE COMPANY**

A handwritten signature in black ink, appearing to read "K. McReilly", with a long horizontal flourish extending to the right.

President

## AMENDMENT

Number 2 to Policy Number BTA-124016 (Herein called the Plan)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Plan is amended, as shown below, effective January 1, 2016

**Newly Acquired Aircraft:** Coverage under the Plan will apply to any newly acquired aircraft from the date that such aircraft is delivered to the Policyholder, provided:

- (1) the Policyholder notifies the Company of such acquisition within 365 days of delivery; and
- (2) any additional premium required for such coverage is paid.

The Company will not be liable for any claim for loss involving a newly acquired aircraft if any required additional premium has not been paid.

The term "newly acquired aircraft" means an aircraft:

- (a) certified "NC" or "N Standard" by the Federal Aviation Agency of the United States or its foreign equivalent;
- (b) purchased or leased for a period of more than 5 days by the Policyholder; and
- (c) in addition to, or in place of, any aircraft previously owned or leased by the Policyholder.

**Substitute Aircraft:** When a Policyholder owned or leased aircraft covered under this Plan is withdrawn from use because of breakdown, repair, servicing, loss or destruction, coverage under this Plan with respect to such aircraft will apply to any other like aircraft not owned or leased by the Policyholder used as a temporary substitute. The substitute aircraft must be:

- (i) certified "NC" or "N Standard" by the Federal Aviation Agency of the United States or its foreign equivalent; and
- (ii) operated by a properly qualified and licensed pilot authorized to pilot such aircraft.

Payment of the premium for the coverage provided by the Plan, as amended, for coverage periods beginning on and after the effective date of this amendment will constitute acceptance of the terms of this amendment by the Policyholder.

This amendment will be attached to and form a part of the Plan. It will not alter or affect any of the terms of the Plan other than as stated above.

Dated this 23rd day of December, 2015.

**GERBER LIFE INSURANCE COMPANY**



President

**AMENDMENT**

**Special Hazard - Aviation**

Number 3 to Policy Number BTA-124016 (Herein called the Plan)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Plan is amended, as shown below, effective January 1, 2016

1. Hazard(s) G-9, G-17, and G-30 in Section V - Coverage Provision is amended by deleting the following phrase or phrases from the Section headed Exclusions.

phrase or phrases deleted:  
fire fighting  
exploration  
pipe or power line inspection

Payment of the premium for the coverage provided by the Plan, as amended, for coverage periods beginning on and after the effective date of this amendment will constitute acceptance of the terms of this amendment by the Policyholder.

This amendment will be attached to and form a part of the Plan. It will not alter or affect any of the terms of the Plan other than as stated above.

Dated this 23rd day of December, 2015.

**GERBER LIFE INSURANCE COMPANY**

A handwritten signature in black ink, appearing to read "K. McReilly", with a long horizontal flourish extending to the right.

President

## **AMENDMENT**

Number 4 to Policy Number BTA-124016 (Herein called the Plan)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Plan is amended, as shown below, effective January 1, 2016

It is understood and agreed that Section II – Definitions, is amended as follows:

### **Children**

The Insured Person's biological children, legally adopted children, children placed with the Insured Person for adoption prior to legal adoption, stepchildren, Domestic Partner's children and foster children. Children must be under age 26, or unable to earn a living due to a disability and dependent upon the Insured Person for support and maintenance.

### **Domestic Partner**

Domestic Partner means either (1) or (2) below:

- 1) a Registered Domestic Partner. Your Registered Domestic Partner means a person whose domestic partnership with you has been validly registered by the California Secretary of State; or a person with whom you have established a union other than marriage, recognized under California law as the equivalent of a Registered Domestic Partner.
- 2) a person of the same or opposite sex who:
  - a. you report in an affidavit of domestic partnership satisfactory to us; and
  - b. is an unmarried adult over the age of 18; and
  - c. has lived with you for at least 6 consecutive months prior to the person's enrollment in the Program; and
  - d. has a serious and committed relationship with you; and
  - e. is not legally married nor a Domestic Partner to anyone else; and
  - f. is financially interdependent with you; and
  - g. is not otherwise a Dependent under the Plan.

It is further understood and agreed that Section VI – Policy Provisions, is amended to read as follows:

### **Beneficiary**

An Insured Person may name anyone as his or her beneficiary. The Insured Person must file the name or names on a form approved by the Company.

An Insured Person may change his or her beneficiary at any time by giving notice in writing. The effective date of the change is the date the request is signed. However, the Company is not liable for any amount paid before the request is received by the Company.

If an Insured Person names more than one beneficiary, they will share equally, unless the Insured Person provides otherwise.

If a beneficiary dies before an Insured Person, his or her share will be paid equally to the surviving beneficiaries, unless the Insured Person states otherwise.

**AMENDMENT (continued)**

Number 4 to Policy Number BTA-124016 (Herein called the Plan)

It is further understood and agreed that Section IX – Termination of the Plan, is amended as follows:

The Company has the right to cancel the Plan for any reason other than premium payment by giving 180 days written notice. The Policyholder has the right to cancel the Plan for any reason by giving 31 days written notice.

Payment of the premium for the coverage provided by the Plan, as amended, for coverage periods beginning on and after the effective date of this amendment will constitute acceptance of the terms of this amendment by the Policyholder.

This amendment will be attached to and form a part of the Plan. It will not alter or affect any of the terms of the Plan other than as stated above.

Dated this 23rd day of December, 2015.

**GERBER LIFE INSURANCE COMPANY**

A handwritten signature in black ink, appearing to read "K. O'Reilly", with a long horizontal flourish extending to the right.

President

**AMENDMENT**

Number 5 to Policy Number BTA-124016 (Herein called the Plan)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Plan is amended, as shown below, effective January 1, 2016

Payment of loss for Benefits under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Payment of the premium for the coverage provided by the Plan, as amended, for coverage periods beginning on and after the effective date of this amendment will constitute acceptance of the terms of this amendment by the Policyholder.

This amendment will be attached to and form a part of the Plan. It will not alter or affect any of the terms of the Plan other than as stated above.

Dated this 23rd day of December, 2015.

**GERBER LIFE INSURANCE COMPANY**

A handwritten signature in black ink, appearing to read "K. McReilly", with a long horizontal flourish extending to the right.

President

## **IMPORTANT NOTICE REGARDING THE OFFICE OF FOREIGN ASSETS CONTROL**

Your rights as a policyholder and payments to you, any insured or claimant, for loss under the policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL (“OFAC”).

### **WHAT IS OFAC?**

OFAC is an office of the Department of the Treasury and acts under the presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers

### **PROHIBITED ACTIVITY**

- OFAC enforces certain embargoes and sanctions against certain designated countries. No U.S. business or persons may enter into certain transactions in or connected to such designated “sanctioned” countries.
- OFAC maintains a directory known as the “Specially Designated Nationals and Blocked Persons” (“SDNBP”) list. No U.S. business or person may transact business with any person or entity named on the SDNBP list.

Additional and more in-depth information on OFAC is available at the following website:  
<http://www.ustreas.gov/offices/eotffc/ofac>.

### **OBLIGATIONS PLACED ON US BY OFAC**

If we determine that you, any insured or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations enforced by OFAC, we must block or “freeze” property and payment of any funds transfers or transactions and report all blocks to OFAC within ten (10) days.

### **POTENTIAL ACTIONS BY US**

1. We may immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.
2. If we cancel your coverage, you will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
3. We will not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC. And, we will not defend or provide any other benefits under your policy to individuals, entities or companies on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.

### **YOUR RIGHTS AS A POLICYHOLDER**

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an “APPLICATION FOR THE RELEASE OF BLOCKED FUNDS” and apply for a specific license to request their release. Forms are available for download at the OFAC website. See <http://www.treas.gov/offices/enforcement/ofac/forms/license.pdf>.

## **Brain Damage Benefit Amendment**

Number 6 to Policy Number BTA-124016 (Herein called the Plan)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Plan is amended, as shown below, effective January 1, 2016

The Company will pay a benefit for loss due to an Injury caused by an accident to an Insured Person from a Hazard described on a following page if Injury results in a traumatic brain Injury causing Brain Damage. The Brain Damage must occur within 60 days after the date of the accident and continue for 12 months. The Insured Person must be covered under the Plan on the date of the accident.

The benefit will be equal to 50% of the Principal Sum, subject to a maximum of \$50,000.

In no event will more than the Principal Sum shown in the Schedule of Benefits be paid for all losses resulting from any one Injury. The Principal Sum shown in the Schedule of Benefits will be reduced by any amount paid under the Brain Damage Benefit.

The first benefit will be paid on the date the Company receives proof that the Insured Person has suffered Brain Damage which:

- (a) resulted from accidental bodily Injury direct and independent of any other cause;
- (b) requires treatment by a licensed doctor, acting within the scope of his or her license;
- (c) a licensed doctor, acting within the scope of his or her license, certifies that the Brain Damage is permanent, total and irreversible at the end of 12 consecutive months, and the certification is deemed satisfactory to the Company;
- (d) requires that the Insured Person be confined to a hospital for at least 30 days following the accident; and
- (e) has lasted for at least 12 consecutive months.

The benefit will end when the brain damage condition ceases, whether by death, recovery or any other change of such condition.

**Brain Damage** means a traumatic brain injury which causes the complete inability to perform 6 of the 6 Activities of Daily Living (ADL's), as defined below.

**Activities of Daily Living (ADL's)** mean:

- 1) Bathing – the ability to wash oneself either in the tub or shower or by sponge bath with or without equipment or adaptive devices;
- 2) Dressing – the ability to put on and take off all garments and medically necessary braces, artificial limbs or other adaptive devices;
- 3) Toileting – the ability to get to and from and on and off the toilet, and to maintain a reasonable level of personal hygiene;
- 4) Transferring – the ability to move in and out of a chair, wheelchair or bed with or without equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices;

**Brain Damage Benefit Amendment (continued)**

- 5) Eating – the ability to get nourishment into the body; and
- 6) Contenance – the ability to either;
  - (a) voluntarily control bowel and bladder functions; or
  - (b) if incontinent, be able to maintain a reasonable level of personal hygiene, including caring for a catheter or colostomy bag.

A person is considered unable to perform an activity of daily living if the task cannot be performed safely without another person's assistance or regular supervision.

The Brain Damage Benefit will be paid in accordance with Section VII, Claim Payments, Payment of Claims, of the Plan.

This amendment will be attached to and form a part of the Plan. It will not alter or affect any of the terms of the Plan other than as stated above.

Dated this 23rd day of December, 2015.

**GERBER LIFE INSURANCE COMPANY**

A handwritten signature in black ink, appearing to read "K. O'Reilly", with a long horizontal flourish extending to the right.

President

## **Child Care Center Benefit Amendment**

Number 7 to Policy Number BTA-124016 (Herein called the Plan)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Plan is amended, as shown below, effective January 1, 2016

If an Insured Person loses his or her life due to an Injury caused by an accident from a Hazard described on a following page, the Company will pay a benefit to each of his or her Dependent children. The Insured Person must be covered under the Plan on the date of such accident. The loss of life must occur within 365 days after the date of such accident.

The benefit shall be equal to the lesser of:

- (i) actual annual cost charged by the licensed child care center;
- (ii) 5% of the Insured Person's Principal Sum; or
- (iii) \$5,000 per year.

The benefit will be paid for 4 consecutive years.

The first benefit will be paid on the later of:

- (a) the date the benefit for accidental loss of life is paid; or
- (b) the date the Company receives proof that the Dependent child is attending a licensed child care center on a full-time basis.

Additional annual payments will be paid on the date that the Company receives proof that the Dependent child is attending a licensed child care center on a full-time basis.

The benefit shall be paid for each Dependent child who, on the date of such accident, was:

- (i) less than 13 years of age;
- (ii) attending a licensed child care center on a full-time basis; or
- (ii) enrolls, within 365 days after the date of such accident, in a licensed child care center on a full-time basis.

The Dependent child must continue to enroll and attend a licensed child care center on a full-time basis for the benefits to be paid.

This amendment will be attached to and form a part of the Plan. It will not alter or affect any of the terms of the Plan other than as stated above.

Dated this 23rd day of December, 2015.

**GERBER LIFE INSURANCE COMPANY**



President

## College Education Benefit Amendment

Number 8 to Policy Number BTA-124016 (Herein called the Plan)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Plan is amended, as shown below, effective January 1, 2016

If an Insured Person loses his or her life due to an Injury caused by an accident from a Hazard described on a following page, the Company will pay a benefit to each of his or her Dependent children. The Insured Person must be covered under the Plan on the date of such accident. The loss of life must occur within 365 days after the date of such accident.

The benefit shall be equal to the lesser of:

- (i) actual annual tuition charged by the licensed or accredited school;
- (ii) 5% of the Insured Person's Principal Sum; or
- (iii) \$5,000 per year.

The benefit will be paid for 4 consecutive years.

The first benefit will be paid on the later of:

- (a) the date the benefit for accidental loss of life is paid; or
- (b) the date the Company receives proof that the Dependent child is attending a licensed or accredited school (beyond the 12th grade level) on a full-time basis.

Additional annual payments will be paid on the date that the Company receives proof that the Dependent child is attending a licensed or accredited school (beyond the 12th grade level) on a full-time basis.

The benefit shall be paid for each Dependent child who, on the date of such accident, was:

- (i) attending a licensed or accredited school (beyond the 12th grade level) on a full-time basis; or
- (ii) at the 12th grade level and enrolls, within 365 days after the date of such accident, in a licensed or accredited school (beyond the 12th grade level) on a full-time basis.

The Dependent child must continue to enroll and attend a licensed or accredited school (beyond the 12th grade level) for the benefit to be paid.

This amendment will be attached to and form a part of the Plan. It will not alter or affect any of the terms of the Plan other than as stated above.

Dated this 23rd day of December, 2015.

**GERBER LIFE INSURANCE COMPANY**



President

## **Spouse Training Benefit Amendment**

Number 9 to Policy Number BTA-124016 (Herein called the Plan)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Plan is amended, as shown below, effective January 1, 2016

If an Insured Person loses his or her life due to an Injury caused by an accident from a Hazard described on a following page, the Company will pay a benefit to the Insured Person's Spouse. The Insured Person must be covered under the Plan on the date of such accident. The loss of life must occur within 365 days after the date of such accident.

The benefit shall be equal to the lesser of:

- (i) actual annual tuition charged by the school of higher education or vocational training;
- (ii) 5% of the Insured Person's Principal Sum; or
- (iii) \$5,000 per year.

The benefit will be paid for 4 consecutive years.

In order for benefits to be paid the Dependent Spouse must:

- (i) not be employed in an income producing occupation on the date of such accident; and
- (ii) as a result of such accident, seek full time employment within 365 days after the date of such accident; and
- (iii) enroll as a full-time student in a school of higher education or vocational training for the purpose of preparing for full-time employment.

The benefit will be paid on the date the Company receives proof that the Dependent Spouse is attending a school of higher education or vocational training.

This amendment will be attached to and form a part of the Plan. It will not alter or affect any of the terms of the Plan other than as stated above.

Dated this 23rd day of December, 2015.

**GERBER LIFE INSURANCE COMPANY**



President

**AMENDMENT**

Number 10 to Policy Number BTA-124016 (Herein called the Plan)

issued to **CALIFORNIA RESOURCES CORPORATION**

The Plan is amended, as shown below, effective January 1, 2016

It is understood and agreed that the Name and Address of the Policyholder is amended to read as follows:

CRC Services, LLC  
9200 Oakdale Ave  
Los Angeles, California 91311

Payment of the premium for the coverage provided by the Plan, as amended, for coverage periods beginning on and after the effective date of this amendment will constitute acceptance of the terms of this amendment by the Policyholder.

This amendment will be attached to and form a part of the Plan. It will not alter or affect any of the terms of the Plan other than as stated above.

Dated this 25<sup>th</sup> day of April, 2016.

**GERBER LIFE INSURANCE COMPANY**

A handwritten signature in black ink, appearing to read "K. O'Reilly", with a long horizontal flourish extending to the right.

President

**AMENDMENT**

**Personal Deviation Coverage**

Number 11 to Policy Number BTA-124016 (Herein called the Plan)

issued to **CRC SERVICES, LLC**

The Plan is amended, as shown below, effective May 12, 2016

Hazard G-12, G-14, G-17, G-22, G-25, and G-27 in Section V - Coverage Provision is amended as follows:

A "bonafide trip" means:

- (a) any trip made by an Insured Person on the business of the Policyholder; or
- (b) any trip made by an Insured Person on the business of the Policyholder:
  - (i) during a temporary personal stay, not exceeding 3 days while engaging in activities other than the business of the Policyholder; and
  - (ii) within the scope of Hazard G-12, G-14, G-17, G-22, G-25, and G-27.

Payment of the premium for the coverage provided by the Plan, as amended, for coverage periods beginning on and after the effective date of this amendment will constitute acceptance of the terms of this amendment by the Policyholder.

This amendment will be attached to and form a part of the Plan. It will not alter or affect any of the terms of the Plan other than as stated above.

Dated this 1<sup>st</sup> day of June, 2016.

**GERBER LIFE INSURANCE COMPANY**



President

## AMENDMENT

### Personal Deviation Coverage

Number 11 to Policy Number BTA-124016 (Herein called the Plan)

issued to **CRC SERVICES, LLC**

The Plan is amended, as shown below, effective May 12, 2016

Hazard G-12, G-14, G-17, G-22, G-25, and G-27 in Section V - Coverage Provision is amended as follows:

A "bonafide trip" means:

- (a) any trip made by an Insured Person on the business of the Policyholder; or
- (b) any trip made by an Insured Person on the business of the Policyholder:
  - (i) during a temporary personal stay, not exceeding 3 days while engaging in activities other than the business of the Policyholder; and
  - (ii) within the scope of Hazard G-12, G-14, G-17, G-22, G-25, and G-27.

Payment of the premium for the coverage provided by the Plan, as amended, for coverage periods beginning on and after the effective date of this amendment will constitute acceptance of the terms of this amendment by the Policyholder.

This amendment will be attached to and form a part of the Plan. It will not alter or affect any of the terms of the Plan other than as stated above.

Dated this 1<sup>st</sup> day of June, 2016.

**GERBER LIFE INSURANCE COMPANY**

A handwritten signature in black ink, appearing to read "K. O'Reilly", with a long horizontal flourish extending to the right.

President