Benefits Handbook Date July 1, 2023

# **Voluntary AD&D Plan**

Marsh McLennan



# Voluntary AD&D Plan

The Voluntary AD&D Plan provides a benefit to someone you name as your beneficiary if you die in a covered accident, or to you if you suffer dismemberment as a result of a covered accident. Additional coverage is available for your family members (in which case the benefit is payable to you).

References in this section to Marsh & McLennan Companies mean Marsh McLennan.

### A Note about ERISA

The Employee Retirement Income Security Act of 1974 (ERISA) is a federal law that governs many employer-sponsored plans including this one. Your ERISA rights in connection with this Plan are detailed in the *Administrative Information* section.

#### SPD and Plan Document

This section provides a summary of the Voluntary AD&D Plan as of January 1, 2023.

This section, together with the *Administrative Information* section and the applicable section about participation, forms the Summary Plan Description and plan document of the Plan.

# Contents

The Plan at a Glance	1
Participating in the Plan	3
Eligible Employees	
Eligible Spouses and Domestic Partners	
Eligible Children	5
Enrollment	
Cost of Coverage	8
When Coverage Begins	10
Changing Coverage	11
When Coverage Ends	11
Beneficiaries	
How the Plan Works	13
Spouse and Domestic Partner Benefits	
Dependent Children Benefits	
Coma Benefits	
Dismemberment Benefits	15
Additional Benefits	17
What Is Not Covered	20
How Benefits Are Paid	20
Filing a Claim	
Glossary	

# The Plan at a Glance

This Plan provides a benefit to someone you name as your BENEFICIARY if you die in a covered accident, or to you if you suffer DISMEMBERMENT as a result of a covered accident. Additional coverage is available for your eligible family members (in which case the benefit is payable to you). The chart below contains some important Plan features and coverage information. For more information, see "How the Plan Works" on page 13.

Plan Feature	Highlights
How the Plan Works	<ul> <li>You can elect Voluntary AD&amp;D for you, your spouse or domestic partner and your eligible children.</li> </ul>
	<ul> <li>You can elect an accidental death benefit of one to 10 times your SALARY, rounded to the next \$1,000, up to a maximum of \$1,000,000. The amount you elect is called the PRINCIPAL SUM.</li> </ul>
	<ul> <li>You can elect coverage to include your eligible family members. The spouse or domestic partner benefit is:</li> </ul>
	<ul> <li>60% of the principal sum if there are no covered dependent children at the time of the accident</li> </ul>
	<ul> <li>50% of the principal sum if there are covered dependent children at the time of the accident</li> </ul>
	<ul> <li>The child benefit with family coverage is:</li> </ul>
	<ul> <li>20% of the principal sum up to a maximum of \$200,000 if there is no covered spouse or domestic partner at the time of the accident</li> </ul>
	<ul> <li>15% of the principal sum up to a maximum of \$200,000 if there is a covered spouse or domestic partner at the time of the accident</li> </ul>
	<ul> <li>Dismemberment benefits are paid at a percentage of the principal sum.</li> </ul>
	<ul> <li>Certain types of losses are not covered.</li> </ul>
Eligibility	<ul> <li>You are eligible to participate in this plan if you meet the eligibility requirements set forth below.</li> </ul>
	<ul> <li>See "Participating in the Plan" on page 3 for details.</li> </ul>
Enrollment	<ul> <li>You must enroll for coverage within 30 days of the date you become eligible to participate or during Annual Enrollment.</li> </ul>
	<ul> <li>In order for your eligible family members to be covered, you must elect family coverage.</li> </ul>

Plan Feature	Highlights	
Cost of Coverage	<ul> <li>Your cost depends on the amount of coverage you elect.</li> </ul>	
	<ul> <li>Semi-monthly cost of coverage:</li> </ul>	
	<ul> <li>For each \$1,000 of individual coverage, your semi-monthly contribution is \$0.006.</li> </ul>	
	<ul> <li>For each \$1,000 of family coverage, your semi-monthly contribution is \$0.008.</li> </ul>	
	<ul> <li>Weekly cost of coverage:</li> </ul>	
	<ul> <li>For each \$1,000 of individual coverage, your weekly contribution is \$0.003.</li> </ul>	
	<ul> <li>For each \$1,000 of family coverage, your weekly contribution is \$0.004.</li> </ul>	
Beneficiary	<ul> <li>You can name anyone you wish as a beneficiary.</li> </ul>	
	<ul> <li>You can change your beneficiary at any time.</li> </ul>	
	<ul> <li>You are always the beneficiary if your covered family members die.</li> </ul>	
Contact	For more information, contact the Claims Administrator:	
Information	National Union Fire Insurance Company of Pittsburgh, Pa. (National Union) an AIG Company P.O. Box 25987 Shawnee Mission, KS 66225	
	Phone: +1 800 551 0824 or +1 913 495 6520 (for Claims and Questions)	
	Email: ahclaims@aig.com	
	Policy Number: Active Group - PAI 0009131403-B	
	Marsh McLennan does not administer this Plan. National Union's decisions are final and binding.	

# **Participating in the Plan**

If you are an employee of Marsh & McLennan Companies or any subsidiary or affiliate of Marsh & McLennan Companies and you meet the requirements set forth below, you become eligible on your eligibility date.

You can also cover your eligible spouse, domestic partner, child, and child of your domestic partner under this plan.

# **Eligible Employees**

To be eligible for the benefits described in this Benefits Handbook you must meet the eligibility criteria listed below.

# Marsh & McLennan Companies Employees (other than MMA)

You are eligible if you are an employee classified on payroll as a US regular employee of Marsh & McLennan Companies or any subsidiary or affiliate of Marsh & McLennan Companies (other than Marsh & McLennan Agency LLC and any of its subsidiaries (MMA)).

Individuals who are classified on payroll as temporary employees or who are compensated as independent contractors are not eligible to participate.

#### "You," "Your," and "Employee"

As used throughout this plan summary, "employee", "you" and "your" always mean:

- For Marsh & McLennan
   Companies participants:
   a US regular employee
   of Marsh & McLennan
   Companies or any
   subsidiary or affiliate of
   Marsh & McLennan
   Companies (other than
   MMA).
- For MMA participants: a US regular employee of MMA-Corporate, MMA-Alaska, MMA-Northeast, Security Insurance Services of Marsh & McLennan Agency LLC or Marsh & McLennan Agency LLC, Private Client Services – National Region (MMA PCS – National).

# Eligible MMA Employees

You are eligible if you are an employee classified on payroll as a US regular employee of Marsh & McLennan Agency LLC – Corporate (MMA-Corporate), Marsh & McLennan Agency LLC – Alaska (MMA-Alaska), Northeast (MMA-Northeast), Security Insurance Services of Marsh & McLennan Agency LLC or Marsh & McLennan Agency LLC, Private Client Services – National Region (MMA PCS – National).

Individuals who are classified on payroll as temporary employees or who are compensated as independent contractors are not eligible to participate.

# Your Eligibility Date

There is no waiting period if you are ACTIVELY-AT-WORK. Your eligibility date is the first day you are Actively-At-Work on or after your date of hire. Voluntary AD&D insurance coverage will become effective the business day after your election is made in the Mercer Marketplace Benefits Enrollment System.

### **Eligible Spouses and Domestic Partners**

### Spouse / Domestic Partner

• You have already received a marriage license from a US state or local authority, or registered your domestic partnership with a US state or local authority.

### Spouse Only

 Although not registered with a US state or local authority, your relationship constitutes a marriage under US state or local law (e.g. common law marriage or a marriage outside the US that is honored under US state or local law).

### Domestic Partner Only

- Although not registered with a US state or local authority, your relationship constitutes an eligible domestic partnership. To establish that your relationship constitutes an eligible domestic partnership you and your domestic partner must:
  - Registration as a Domestic Partnership indicating that neither individual has been registered as a member of another Domestic Partnership within the last six months, where such registry exists, or
  - For partners residing where registration does not exist, by:
    - an alternative affidavit of Domestic Partnership. The affidavit must be notarized and must contain the following

The partners are both eighteen years of age or older and are mentally competent to consent to contract.

The partners are not related by blood in a manner that would bar marriage under laws of the State of New York.

The partners have been living together on a continuous basis prior to the date of the application;

Neither individual has been registered as a member of another Domestic Partnership within the last six months; and

- Proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof); and
- Proof that the partners are financially interdependent.
- Marsh McLennan, along with the Claims Administrator, reserves the right to require documentary proof of your domestic partnership or marriage at any time, for the purpose of determining benefits eligibility. If requested, you must provide documents verifying the registration of your domestic partnership with a state or local authority, your cohabitation and/or mutual commitment, or a marriage license that has been approved by a state or local government authority.

# *My* spouse or domestic partner also works for the Company; can *I* still cover my spouse or domestic partner under the Plan?

If you and your spouse or domestic partner are eligible to enroll for coverage under this Plan, only one person, but not both, may enroll in the Family Plan option. The other spouse may elect single coverage only. The maximum benefit paid out for both the employee and spouse will not exceed \$2 million.

## **Eligible Children**

### Can I cover my dependent child?

You can cover:

- natural children which includes newborn infants
- step children
- foster children
- adopted children (including a "proposed adopted child") from the moment of placement in the home of the Insured

**Note:** Any child that meets one of these eligibility requirements and who is incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation, as defined in the mental hygiene law, or physical handicap and who became so incapable prior to the attainment of the age limit specified below, and who are chiefly dependent upon the Insured for support and maintenance, may be covered beyond the end of the calendar year in which the child attains age 26. Proof of the dependent child's disability may be requested within 31 days after the child reaches the age limit and on an annual basis. If proof is not provided within 31 days of the request, coverage for the dependent child will not be extended.

For your child to be covered, your child must be:

- dependent on you for maintenance and support,
- unmarried, and
- under 26 years of age.

The Company, along with the Claims Administrator, has the right to require documentation to verify the relationship (such as a copy of the court order appointing legal guardianship). Company Voluntary AD&D coverage does not cover foster children or other children living with you, including your grandchildren, unless you are their legal guardian with full financial responsibility—that is, you or your spouse claims them as a dependent on your annual tax return.

## When is my child eligible for coverage?

Newborn infants shall include the Insured's natural newborn infants and newborn infants adopted by the Insured if the Insured: (a) takes physical custody of the infant upon such infant's release from the Hospital; and (b) files a petition pursuant to section 115-c of the domestic relations law within 30 days of birth; and (c) provided further that no notice of revocation to the adoption has been filed pursuant to section 115-b of the domestic relations law and consent to the adoption has not been revoked.

A proposed adopted child will be considered an adopted child during any waiting period prior to finalization of the child's adoption, provided such child is primarily dependent on the Insured for support and maintenance during such waiting period.

Coverage for any newborn infant is effective from the moment of birth provided the payment of any additional premium is made within 30 days from the moment of birth.

### How long can I cover my child?

Generally, you can cover your child through the end of the calendar year in which your child reaches age 26. You may be able to extend coverage for your child after age 26:

 if a child is incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation, as defined in the mental hygiene law, or physical handicap and who became so incapable prior to the attainment of the age limit specified above, and who are chiefly dependent upon the Insured for support and maintenance.

Once your child reaches the maximum age for coverage or no longer meets the eligibility requirements (whichever comes first), your child's coverage will stop.

If your child no longer meets the eligibility requirements above, you must remove your child from coverage by going to Colleague Connect (https://mmcglobal.sharepoint .com/sites/home). Click Pay & Benefits and select Mercer Marketplace Benefits Enrollment Website under Benefits. No refund of contributions will be paid beyond the date eligibility ceases, and no benefit will be paid if your child dies or becomes dismembered as a result of an accident.

# *I am divorced and do not have sole custody of my child; can I still cover my child?*

You can still cover your child under the Plan as long as the child meets the eligibility requirements.

## Can I cover my grandchild?

You can't cover your grandchild under this Plan unless you are the legally appointed guardian or you have legally adopted the child.

## Can I cover my disabled child?

You can cover your disabled child over the limiting age. To be eligible for coverage, your child has to be an unmarried child who is incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation, as defined in the mental hygiene law, or physical handicap and who became so incapable prior to the attainment of the age limit specified above, and who are chiefly dependent upon the Insured for support and maintenance.

The child also has to have been covered under this Plan before the limiting age.

The child's disability has to begin before the date eligibility would otherwise end.

At time of claim, National Union will request proof of disability to determine eligibility if the child was over age 26.

### Can I cover my married child who is still dependent on me?

You can't cover your married child, even if the child is still dependent on you.

# *My* spouse also works for the Company; can we both cover our child?

If both you and your spouse work for the Company, only one spouse may enroll in the family plan option. The other spouse must enroll in the Employee only option. Also, your child has to meet the eligibility requirements.

## My child also works for the Company and is enrolled in the plan with Employee Only coverage; can I still cover my child as a dependent under the Family Plan?

If you and your child are eligible to enroll for coverage under this Plan, you may cover your child under the Family Plan as long as they meet the eligibility listed under "Eligible Children" on page 5. Your child may also elect their own coverage under the plan as an eligible employee. The maximum benefit paid out for both the employee and child will not exceed \$2 million.

### Enrollment

You must enroll for coverage within 30 days of the date you become eligible to participate or during annual enrollment. In order for your eligible family members to be covered, you must elect family coverage.

## How do I enroll for coverage?

To enroll for Voluntary AD&D coverage, go to Colleague Connect (https://mmcglobal.sharepoint.com/sites/home). Click Pay & Benefits and select Mercer Marketplace Benefits Enrollment Website under Benefits. You must enroll within 30 days of the date you become eligible or during Annual Enrollment.

### How do I enroll my family members for coverage?

To enroll your eligible spouse, domestic partner, or eligible children for Voluntary AD&D coverage, go to Colleague Connect (https://mmcglobal.sharepoint.com/sites/home). Click Pay & Benefits and select Mercer Marketplace Benefits Enrollment Website under Benefits. In order for your eligible family members to be covered, you must elect family coverage.

## Is Evidence of Insurability required?

No. Evidence of Insurability is not required.

## What if I don't enroll when I am first eligible?

If you don't enroll in the Voluntary AD&D Plan within 30 days of the date you become eligible, you can enroll:

- during Annual Enrollment, or
- within 30 days of certain qualified changes in family status.

Please see the *Life Events* section of the Benefits Handbook to determine whether your qualifying family status change allows you to enroll, increase, decrease, or discontinue coverage.

### Do I have to re-enroll for coverage every year?

You don't need to re-enroll in Voluntary AD&D each year. After your initial enrollment, your coverage will continue until you change it, or leave the company.

# **Cost of Coverage**

### How much do I pay for coverage?

If you choose Voluntary AD&D, your cost depends on your amount of insurance. The chart below lists the costs for each \$1,000 of individual coverage and each \$1,000 of family coverage.

	Semi-monthly Cost	Weekly Cost
For each \$1,000 of individual coverage	\$0.006	\$0.003
For each \$1,000 of family coverage	\$0.008	\$0.004

# Do I have to continue to pay if I become disabled?

You must continue to pay for your Voluntary AD&D coverage if you become disabled.

## Taxes

# Do I pay for my coverage with before-tax or after tax dollars?

You pay for your Voluntary AD&D coverage (other than coverage for a domestic partner) with before-tax dollars, unless you are on a leave of absence or long-term DISABILITY (in which case, your contributions are made on an after-tax basis). This means that the money is deducted from your pay before federal, Social Security Taxes and most state and local income taxes are withheld.

By contributing on a before-tax basis, you reduce your taxable pay, and as a result, you lower the amount of taxes you pay.

**Note:** If you take an authorized unpaid leave of absence that's covered under the Family and Medical Leave Act, you may elect to continue your before-tax contributions by prepaying them for the period of the leave (otherwise, you will pay for the contributions monthly on an after-tax basis). To prepay before-tax contributions, you must authorize a lump-sum payroll deduction prior to the start of the leave. See your Human Resources representative for details. Coverage is continued during the course of the authorized unpaid leave for no more than 48 months.

# Are contributions for a domestic partner and child(ren) of a domestic partner made on a before-tax basis?

Your contribution to cover a domestic partner and the dependent child(ren) of a domestic partner is the same as the cost to cover other eligible family members. However, because of the IRS requirements, these contributions will be made on an after-tax basis—even for coverage that would in most cases be paid on a before-tax basis.

If your partner (or his or her children) qualifies as a dependent under IRS section 152, your contributions for domestic partner coverage will be on a before-tax basis.

# What effect does paying for coverage on a before-tax basis have on my other benefits?

None. Your SALARY will be used to calculate salary related benefits.

# What effect does paying for coverage on a before-tax basis have on my paycheck?

Paying for coverage on a before-tax basis means that the amount you pay toward your Voluntary AD&D coverage comes out of your pay before taxes are withheld, so you are paying taxes on a lower amount of salary. Your take-home pay is higher than it would be if you paid for your coverage on an after-tax basis.

## What effect does paying for my coverage on a before-tax basis have on my Social Security benefit?

Your SOCIAL SECURITY BENEFITS may be lower than they otherwise might be. This is because your Social Security is based on your taxable pay (up to a specified annual

maximum amount of earnings), and your taxable pay is reduced by the amount you contribute to the Voluntary AD&D Plan.

# What effect does paying for my coverage on a before-tax basis have on my W-2?

Your contributions won't be included in your taxable gross earnings on your W-2 statement. This reduces your taxable pay and as a result, lowers the amount of taxes you pay.

# Is my benefit payment subject to tax?

The benefit payment is not subject to federal income taxes and in most cases state income taxes.

The benefit payment may be subject to federal estate taxes.

Tax rules change from time to time. Please note that the information contained in this Summary Plan Description must not be construed as tax advice, which you can receive only from a professional tax advisor, who should be consulted on federal, state, income, gift and estate tax questions.

# When Coverage Begins

## Marsh McLennan New Hire (other than MMA)

If you enroll for Voluntary AD&D, your coverage begins on the business day after your election is saved, as long as you are eligible.

# MMA New Hire

If you enroll for Voluntary AD&D, your coverage begins on the business day after your election is saved, as long as you are eligible.

# What happens if I am not at work on the day my coverage is supposed to start?

## Marsh McLennan New Hire (other than MMA)

If you are not ACTIVELY-AT-WORK on the day your coverage is supposed to begin, your eligibility date is the first day you are Actively-At-Work, as long as you complete enrollment within 30 days of your eligibility date. Voluntary AD&D insurance coverage will become effective the business day after your election is made in the Mercer Marketplace Benefits Enrollment System.

## MMA New Hire

If you are not Actively-At-Work on the day your coverage is supposed to begin, your eligibility date is the first date you are Actively-At-Work, as long as you complete enrollment within 30 days of your eligibility date. Voluntary AD&D insurance coverage will become effective the business day after your election is made in the Mercer Marketplace Benefits Enrollment System.

# What happens if I am in the hospital when my coverage is supposed to start?

If you are hospitalized on the day your coverage is supposed to begin, your coverage will start on the business day you are Actively-At-Work if you are a Marsh McLennan employee.

# What happens if my family member is in the hospital when coverage is supposed to start?

If your family member is hospitalized on the day your coverage is supposed to begin, his or her coverage will start immediately as long as you are Actively-At-Work if you are a Marsh McLennan employee on the day your coverage begins.

# **Changing Coverage**

# When can I change the amount of my coverage?

You can elect or increase your Voluntary AD&D coverage:

- during Annual Enrollment. or
- within 30 days of certain qualified changes in family status.

You can also cancel your coverage:

- during Annual Enrollment, or
- within 30 days of certain qualified changes in family status.

See the *Life Events* section to determine whether your qualified family status change allows you to enroll, increase, decrease, or discontinue coverage.

## When Coverage Ends

Coverage ends on the first of the following to occur:

- the date of your death
- the date the Plan is terminated
- the date you no longer meet the eligibility requirements
- the date you discontinue coverage
- the last date worked.

# Can I convert my coverage to an individual policy when my coverage ends?

You can convert your Voluntary AD&D coverage. To apply for conversion to an individual policy, you must contact AIG c/o Reuben Warner Associates at +1 800 421 3005 ext. 320. The minimum benefit is \$100,000 and the maximum benefit is \$500,000 in coverage. You may convert your Voluntary AD&D policy to an individual plan at standard insurance company rates by applying and making the premium payments to the insurance company within 31 days from the date coverage ends.

# When does my individual policy take effect?

Your individual policy takes effect on the later of the date the coverage ends or the date the application and premium payment are received by the insurance company.

# Do I need Evidence of Insurability to convert to an individual policy?

You don't have to provide Evidence of Insurability to convert to an individual policy.

# **Beneficiaries**

# How do I name or change my beneficiary?

You can name anyone you wish as a BENEFICIARY.

To name or change a beneficiary, go to Colleague Connect (https://mmcglobal.sharepoint.com/sites/home). Click Pay & Benefits and select Mercer Marketplace Benefits Enrollment Website under Benefits.

You are always the beneficiary if your covered family members die.

# Who receives my Voluntary AD&D benefit if I don't name a beneficiary?

If you do not name a beneficiary, or if your beneficiary isn't alive when you die, the benefit payment will go to your estate.

# Can I assign my benefit to someone else?

The Plan permits absolute assignment by gift. Assignments are generally made to a spouse/domestic partner or an adult child, or a trustee of an executed trust agreement. Any such assignment will irrevocably transfer the right, title, interest and incidents of ownership, both present and future, in such benefits.

To make an Assignment of Insurance, Absolute Assignment forms are available on Colleague Connect (https://mmcglobal.sharepoint.com/sites/home). Go to Pay & Benefits, under Find a document, select Search all documents. The assignment form must be reviewed, approved and authorized by the appropriate insurance company representative. Assignment of benefits may involve federal and state income, gift, and estate tax questions. Legal advice from an attorney prior to making an assignment is recommended.

### What happens if I die at the same time as my beneficiary?

If you and your beneficiary die at the same time, your benefit [and your beneficiary(ies)] will be determined based on the New York Estates, Powers & Trust Law governing multiple deaths, which generally provides that the benefit will be distributed as if you survived your beneficiary if there is no sufficient evidence that your deaths were not simultaneous.

# **How the Plan Works**

You can elect an accidental death benefit of one to 10 times your SALARY, rounded to the next \$1,000, if not already an even multiple of \$1,000, up to a maximum of \$1,000,000. The amount you elect is called the PRINCIPAL SUM.

# If I am on an authorized unpaid leave of absence, does the Plan still provide a benefit?

If the Company grants you an authorized unpaid leave of absence, Voluntary AD&D Plan coverage for you and your family members continues for the duration of your authorized period of unpaid leave but for no longer than 48 months. It is your responsibility to pay any employee contributions due. (If your leave is covered by the Family and Medical Leave Act, you may prepay contributions on a before-tax basis by authorizing a lump-sum payroll deduction prior to the start of your leave. Coverage may continue during the course of the authorized unpaid leave for no longer than 48 months.)

# *If I am on Long Term Disability, does the Plan still provide a benefit?*

During a period of approved DISABILITY, your Voluntary AD&D Plan coverage will continue for you and your covered family members but for no longer than 48 months. It is your responsibility to pay any contributions due for Voluntary AD&D Plan coverage on an after-tax basis. If your leave is covered by the Family and Medical Leave Act, you may prepay contributions on a before-tax basis by authorizing a lump-sum payroll deduction prior to the start of your leave. Coverage may continue during the course of the long term disability leave for no longer than 48 months.

## If I Die

If you die as a result of a covered accident under this plan while you are an active employee, your family members' coverage will continue at no cost for six months following your accidental death unless your covered spouse remarries or your covered dependents cease to meet the eligibility requirements.

## If My Family Member Loses Eligibility Status

If your family member no longer meets the eligibility requirements, his or her coverage under the Voluntary AD&D Plan ends.

It is your responsibility to cancel coverage when a family member is no longer eligible. No refund of contribution will be paid beyond the date eligibility ceases, and no benefit will be paid if your family member dies or becomes dismembered as a result of an accident.

### **Spouse and Domestic Partner Benefits**

You can elect coverage to include your eligible family members. The spouse or domestic partner benefit is:

- 60% of the PRINCIPAL SUM if there are no dependent children at the time of the accident
- 50% of the principal sum if there are dependent children at the time of the accident.

### **Dependent Children Benefits**

The child benefit with family coverage is:

- 20% of the PRINCIPAL SUM to a maximum of \$200,000 if there is no spouse or domestic partner at the time of the accident
- 15% of the principal sum to a maximum of \$200,000 if there is a spouse or domestic partner at the time of the accident. In the event that a person is covered under the Policy as an Insured and as an Insured Dependent, the combined Principal Sum on that person may not exceed \$2,000,000.

### **Coma Benefits**

If you suffer an accident which is covered by the Plan and as a result of the accident, lapse into a coma, a benefit is payable. The benefit payable is based upon 1% of your PRINCIPAL SUM, payable monthly for each month you remain in a coma. There is no benefit paid for the first 30 days of the coma. The benefit ceases on the earliest of the following dates:

- the date you cease to be comatose due to that injury,
- the date of your death, or
- the date the total amount of the monthly coma benefits paid for all injuries equals 100% of your principal sum.

Only one benefit is provided for any one month of coma, regardless of the number of injuries causing the coma.

National Union reserves the right, at the end of the first 30 consecutive days of the coma and as often as it may reasonably require thereafter, to determine, on the basis of all facts and circumstances, that the insured is comatose, including but not limited to, requiring an independent medical examination provided at the expense of the Company.

### **Dismemberment Benefits**

DISMEMBERMENT benefits are paid at a percentage of your PRINCIPAL SUM, paid as a lump sum.

Certain types of losses are not covered.

The loss must be directly related to the injuries from the accident and the loss must take place within 365 days of the accident to be covered under the Plan. The BENEFICIARY must file a claim within 90 days of the date of loss.

Type of Loss	Employee/Spouse or Domestic Partner: Your benefit (or % of the principal sum) is	Dependent Children Only: Your benefit (or % of the principal sum) is
Loss of:	100% of elected benefit	200% of elected benefit
<ul> <li>one hand and one foot</li> </ul>	benefit	benefit
<ul> <li>both hands or feet</li> </ul>		
<ul> <li>the sight of both eyes</li> </ul>		
<ul> <li>the sight of one eye and one hand or foot</li> </ul>		
<ul> <li>speech and hearing in both ears</li> </ul>		
<ul> <li>quadriplegia</li> </ul>		
<ul><li>paraplegia</li><li>hemiplegia</li></ul>		
Loss of:	50% of elected	100% of elected
<ul> <li>one hand or one foot</li> </ul>	benefit	benefit
<ul> <li>speech</li> </ul>		
<ul> <li>the sight of one eye</li> </ul>		
<ul> <li>hearing in both ears</li> </ul>		
Loss of:	25% of elected	50% of elected
<ul> <li>thumb and index finger on the same hand</li> </ul>	benefit	benefit
<ul> <li>hearing in one ear</li> </ul>		
<ul> <li>uniplegia</li> </ul>		

The amount of your dismemberment benefit depends on the type of loss.

# Loss is defined as follows:

Loss of: Definition

Loss of:	Definition
Hand or foot	complete severance through or above the wrist or ankle joint
	(with respect to the thumb and index finger, loss means complete severance through or above the metacarpophalangeal joint of both digits)
Sight	total and irrecoverable loss of the entire sight of that eye
Speech	total and irrecoverable loss of the entire ability to speak
Hearing	total and irrecoverable loss of the entire ability to hear in that ear
Quadriplegia	complete and irreversible paralysis of both upper and both lower limbs
Paraplegia	complete and irreversible paralysis of both lower limbs
Hemiplegia	complete and irreversible paralysis of both upper and lower limbs on one side of the body
Uniplegia	complete and irreversible paralysis of one limb
Limb	entire arm or entire leg

If more than one loss is sustained as a result of the same accident, only one amount, the largest, will be paid.

# **Additional Benefits**

# Will my beneficiary receive an extra benefit if I was wearing my seat belt in a car accident that resulted in my death?

There is a benefit of the lesser of \$50,000 or 10% of your PRINCIPAL SUM under the Voluntary AD&D Plan, if you were wearing a properly fastened, original, factory-installed seat belt. In addition, if the Seat Belt Benefit is payable and the original, factory-installed automobile air bag system properly inflated upon impact during a car accident that causes death, an additional benefit of the lesser of \$50,000 or 10% of your principal sum is payable as a lump sum.

# *Is there an education benefit for my children if I die in an accident?*

If you have elected family coverage and suffer an accidental death while covered under the Voluntary AD&D Plan, your children may receive an education benefit. The education benefit is the lesser of 5% of your principal sum to a maximum of \$10,000 or the actual annual tuition (exclusive of room and board) and is paid annually, for a maximum of four consecutive years, as long as your child remains a full-time student. The benefit does not cover education costs that were incurred before your death.

To qualify, your child has to be:

- covered under this Plan, and
- enrolled as a full-time student in a college or university, or
- in the 12<sup>th</sup> grade, if the child enrolls in a college or university as a full-time student within 365 days of your death.

If there are no children who qualify for this benefit, the Plan will pay a one-time lump sum of \$10,000 to your designated BENEFICIARY.

# Will my spouse/domestic partner receive an education benefit if I die in an accident?

If you have elected family coverage and suffer an accidental death while covered under the Plan, your spouse/domestic partner may receive an education benefit. The education benefit is the lesser of 5% of your principal sum, to a maximum of \$10,000 a year or the actual tuition, (exclusive of room and board) for up to four consecutive years.

To qualify, your spouse/domestic partner has to be:

- covered under this Plan, and
- enrolled in a college, university, professional, or trade school, or
- enrolled within 30 months after the date of your death.

This benefit will be paid for each year your spouse/domestic partner is continuously enrolled.

If your spouse/domestic partner ceases enrollment as a student, the benefit ends, even if he or she reenrolls at a later date. The benefit does not cover education costs that were incurred before your death.

If there is no spouse//domestic partner eligible for this benefit within 30 months after your death, a one-time lump sum amount of \$10,000 will be paid to your designated beneficiary.

### Is there a benefit if I become disabled because of an accident?

If, as a result of an injury, you are rendered permanently totally disabled within 365 days of the accident that caused the injury, the Plan will pay 100% of the principal sum at the end of 12 consecutive months of the permanent total DISABILITY. You must be age 69 or younger to qualify for this benefit. This benefit is not provided after age 69 because of significant cost considerations in providing such coverage.

# *Will I receive an extra benefit if I am involved in a work-related accident?*

There is no additional benefit for work-related accidents under the Voluntary AD&D Plan. The Company does provide you with a Company-paid Business Travel Accident Insurance Plan.

# Is there a day care benefit in case of my or my spouse's or domestic partner's death?

If you have elected family coverage and you or your spouse/domestic partner accidentally dies, a day care expense benefit of up to 5% of your principal sum (not to exceed \$15,000) is paid annually for up to four years to the surviving parent of a covered

minor child under age 13. The annual benefit paid is not to exceed the actual cost of the day care center for that year.

If there are no family members who qualify for this benefit, a one-time lump sum of \$10,000 will be paid to your designated beneficiary.

To qualify, your child has to be:

- under age 13. and
- covered under this Plan, and
- enrolled in a day care center, or
- enrolled within 365 days after the date of your death

### Is there a rehabilitation benefit if I have an accident?

The Plan will pay up to \$15,000 in rehabilitation expenses incurred within two years of the date causing the covered injury if you suffer an accidental DISMEMBERMENT or paralysis loss that is payable under the Plan. Covered rehabilitation expenses do not include any expenses for or resulting from an injury for which you are entitled to benefits paid by Workers' Compensation or other similar law.

# Is there a disability benefit for my spouse/domestic partner who has become disabled as a result of an accident?

100% of the spouse's or domestic partner's principal sum is payable if they become totally and permanently disabled (as defined by National Union) before age 70. The benefit is payable at the end of 12 consecutive months of the permanent total disability. The disability must be the result of an accident and must occur within 365 days after the accident.

## Will my survivors' coverage continue if I die?

If you suffer an accidental injury which results in your covered death that is payable under the Plan, your covered family members' coverage will continue at no cost for up to six months. Coverage ends on the earliest of 6 months, the date your spouse remarries, the date the children are no longer eligible under the plan or the date the plan ends.

# Is there a monthly benefit payable to my surviving covered family members if I die in an accident?

A monthly benefit of 0.5% of your principal sum will be paid for up to six consecutive months to your surviving covered spouse/domestic partner; otherwise, in equal shares to your surviving covered children.

# Is there a maximum benefit if my spouse/domestic partner and I suffer losses from the same accident?

If both you and your covered spouse/domestic partner suffer a loss from the same accident, your spouse's or domestic partner's principal sum will be increased to equal 100% of your principal sum, up to a maximum of \$2 million, provided that you both suffer

loss of life within 90 days of the accident and the accident occurs at the same time or within 24 hours of each other.

## What Is Not Covered

Under the Voluntary AD&D Plan, losses aren't covered under the Plan if they result from:

- travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline or any aircraft owned, leased or operated by the Company, whether as a passenger, pilot, operator or crew member.
- suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury.
- declared or undeclared war or any act of declared or undeclared war in your country of permanent residence, the United States of America, its territories and possessions, Canada or Mexico.
- service in the Armed Forces or units auxiliary thereto of any country or international authority (Unearned premium for any period for which you are not covered due to your active duty status will be refunded.) (Loss caused while on a short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.)
- sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these, unless specifically provided by the Plan.

Also, death or DISMEMBERMENT has to be directly related to the injuries from the accident and occur within 365 days of the accident.

 If you suffer one or more losses from the same accident, the maximum amount payable under all benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment Benefit, Coma Benefit, Paralysis Benefit and Permanent Total Disability Benefit.

# **How Benefits Are Paid**

### Who will receive the benefit check?

If a covered family member dies as a result of a covered accident or you suffer DISMEMBERMENT, you will receive the benefit check directly.

If you die as a result of a covered accident, your designated beneficiary will receive the benefit check.

# What is considered salary for determining the amount of my Voluntary AD&D benefit?

The following definition of SALARY is used to determine the amount of your PRINCIPAL SUM under this Plan:

 For Marsh McLennan employees (other than MMA): Salary for the purpose of the Plan is your annual base salary (excluding overtime, bonuses, COMMISSIONS, and other extra compensation).

### • For MMA employees:

 Salary for the purpose of the Plan is your annual base salary (excluding overtime, bonuses, COMMISSIONS, and other extra compensation) or your annual benefits base rate. ANNUAL BENEFITS BASE RATE includes your annual base salary, your annual MMA producer salary, your annual MMA GUARANTEED DRAW, your annual MMA Draw against Commission, your annual MMA Sales Salary and the average of the last two years' commissions.

# *If my salary changes, what happens to my Principal Sum benefit?*

Your Voluntary AD&D benefit is based on your salary and will change when your salary changes (but the benefit will be limited to the maximum coverage level).

# Filing a Claim

To get a claim form, you or your BENEFICIARY should contact National Union and return the form as it instructs.

Type of loss	Documents required
Death	a claim form
	<ul> <li>a certified death certificate</li> </ul>
	<ul> <li>an accident report</li> </ul>
	<ul> <li>a copy of any newspaper articles if available</li> </ul>
	<ul> <li>a certified copy of the court appointment naming the guardian of the estate, if beneficiary is a minor</li> </ul>
	<ul> <li>proof of age of the beneficiary</li> </ul>
	<ul> <li>a police report</li> </ul>
Dismemberment	a claim form
	<ul> <li>a police report</li> </ul>
	<ul> <li>an accident report</li> </ul>
	<ul> <li>listing of all doctors and hospitals treating the insured for this injury</li> </ul>

These documents will need to be included with your claim:

The loss must be directly related to the injuries from the accident and take place within 365 days of the accident to be covered under the Plan.

The beneficiary needs to file written notice of claim with National Union within 20 days after the date of loss and provide written proof of loss within 90 days of the date of loss.

### How does claims processing work?

After National Union receives the proper documents and approves the claim, a check will be sent to the beneficiary's home address.

### How long does it normally take to process a claim for benefits?

Most claims are normally processed immediately, but not more than 60 days after National Union's receipt of written proof of the loss.

### How do I appeal a benefit determination or denied claim?

There are special rules, procedures and deadlines that apply to appeals of benefit determinations and denied claims, and you have special legal rights under ERISA. Please refer to the Plan Administration Description for a description of the appeal process.

# Glossary

### ACTIVELY-AT-WORK

You are "Actively-At-Work" if you are fulfilling your job responsibilities at a Company-approved location on the day coverage is supposed to begin (e.g., you are not out ill or on a leave of absence).

#### **AFTER-TAX PAYCHECK DEDUCTIONS**

Deductions taken from your pay after Social Security (FICA and Medicare) and federal unemployment insurance (FUTA) taxes and other applicable federal, state and local taxes are withheld.

#### ANNUAL BENEFITS BASE RATE

Annual benefits base rate includes your annual base salary (excluding overtime, bonuses, commissions, and other extra compensation), your annual MMA producer salary, your annual MMA Guaranteed Draw, your annual MMA Draw against Commission, your annual MMA Sales Salary and the average of the last two years commissions.

#### **BEFORE-TAX PAYCHECK DEDUCTIONS**

Contributions taken from your paycheck generally before Social Security (FICA and Medicare) and federal unemployment insurance (FUTA) taxes and other applicable federal, state, local and other income taxes are withheld.

For certain plans, such as the 401(k) Savings & Investment Plan and the Supplemental Savings & Investment Plan, contributions are taken from your paycheck after Social Security and federal unemployment insurance taxes are withheld but before federal, and, if applicable, state or local income taxes are withheld.

#### BENEFICIARY

The person(s) or entity you designate to be entitled to benefits when you die. For Voluntary AD&D, you are automatically the beneficiary if a covered family member dies.

#### COMMISSIONS

Commissions earned that have been paid.

#### DISABILITY

A physical impairment that limits one to be permanently unable to perform the material and substantial duties of any occupation for which one is qualified by reason of education, experience or training.

#### DISMEMBERMENT

The loss of one or more arms, legs, hands, feet, hearing, speech, or eyesight because of an accident that doesn't cause death.

#### **GUARANTEED ANNUAL DRAW**

Guaranteed annual draw means a draw against commissions not subject to retroactive reduction.

#### PRINCIPAL SUM

The insurance in force under this plan that you have elected to purchase, from one to ten times your annual salary, rounded to the next highest \$1,000 if not already a multiple, subject to a maximum of \$1,000,000.

#### SALARY

For Marsh McLennan employees (other than MMA):

Salary for the purpose of the Plan is your annual base salary (excluding overtime, bonuses, commissions, and other extra compensation).

For MMA employees:

Salary for the purpose of the Plan is your annual base salary (excluding overtime, bonuses, commissions, and other extra compensation) or your annual benefits base rate. Annual benefits base rate includes your annual base salary, your annual MMA producer salary, your annual MMA Guaranteed Draw, your annual MMA Draw against Commission, your annual MMA Sales Salary and the average of the last two years commissions.

#### SOCIAL SECURITY BENEFIT

The retirement benefit you receive from the government when you retire, based on your age, the number of years you contributed to Social Security and your Social Security contributions during those years. In order to qualify for Social Security coverage, you must have 40 quarters of Social Security contributions.