

Benefits Handbook Date July 1, 2009

Group Umbrella Liability Insurance Plan MMC



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Group Umbrella Liability Insurance Plan

This optional insurance provides additional liability coverage above the limits of your personal insurance, such as automobile and homeowners, condominium, renters insurance, or insurance for recreational vehicles and boats.

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The Plan at a Glance

The Group Umbrella Liability Insurance Plan provides additional liability coverage above the limits of your personal insurance. The chart below contains some important Plan features. For more information, see “How the Plan Works” on page 5.

Plan Feature	Highlights
How the Plan Works	<ul style="list-style-type: none"> ▪ This insurance covers you for personal injury and/or property damages to third parties, over and above the coverage that you may have through other insurance, including automobile and homeowner’s insurance. ▪ These other policies are called primary insurance (meaning that these policies pay first), while the group umbrella coverage is activated only after the primary insurance is exhausted, or used up. ▪ Umbrella coverage is generally purchased to provide limits over and above primary insurance and to potentially provide coverage where a coverage gap may exist.
Required Primary Insurance	<ul style="list-style-type: none"> ▪ The coverage you elect through the Plan is excess of coverage over other collectable insurance. For some coverage you must maintain primary insurance in order to be fully covered. This is known as the Required Primary Underlying Limit. ▪ See “Participating in the Plan” on page 2 for details.
Eligibility	<ul style="list-style-type: none"> ▪ You are eligible to participate in this program if you meet the eligibility requirements set forth below. ▪ See “Participating in the Plan” on page 2 for details.
Enrollment	<ul style="list-style-type: none"> ▪ You enroll for coverage by signing in to MMC PeopleLink’s MMC BENEFITS ONLINE.
Contact Information	<p>For more information, contact: Marsh Voluntary Benefits, an MMC Company formerly known as Marsh @WorkSolutions. Phone: (800) 225-2265, Monday through Friday, 8 a.m. to 6 p.m. Eastern time. MMC does not administer this Plan. Marsh Voluntary Benefits’ decisions are final and binding.</p>

Participating in the Plan

The following section provides information on how you start participating in the program.

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

MMC Employees (other than Kroll)

As used throughout this plan summary, "MMC Employees (other than Kroll)" are defined as employees classified on payroll as U.S. salaried employees of MMC or any subsidiary or affiliate of MMC (other than Kroll Inc., and any of its subsidiaries).

Kroll Employees

As used throughout this Plan summary, "Kroll Employees" are defined as employees classified on payroll as U.S. full-time regular employees of Kroll, Inc. or any of its subsidiaries.

Eligibility

MMC Employees (other than Kroll)

You are eligible if you are an employee classified on payroll as a U.S. salaried employee of MMC or any subsidiary or affiliate of MMC (other than Kroll, Inc., and any of its subsidiaries).

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

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.

Kroll Employees

You are eligible if you are classified on payroll as a U.S. full-time regular employee of Kroll, Inc. or any of its subsidiaries. You are considered "full-time" if you are generally scheduled to work 35 hours or more per week.

Kroll employees who are classified on payroll as contingent or part-time employees or who are compensated as independent contractors are not eligible to participate.

Eligibility Date

There is a 30 day waiting period after your date of hire. Your eligibility date is the 31st calendar day from your date of hire (the date your ACTIVE WORK STATUS began). For example, if you began your active work status on your date of hire on August 1, your eligibility date is August 31.

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

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

- For Kroll participants: a U.S. full-time regular employee of Kroll, Inc and any of its subsidiaries
- For MMC participants: a U.S. salaried employee of MMC or any subsidiary or affiliate of MMC (other than Kroll, Inc. and any of its subsidiaries).

Enrollment

You enroll for coverage by signing in to MMC PeopleLink's MMC BENEFITS ONLINE.

When Coverage Ends

Coverage ends when the first of the following occurs:

- 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
- 30 days from the date you terminate employment (unless you retire from the Company)

Note: Retirees and surviving spouses may continue coverage on a direct bill basis.

Underlying Primary Levels of Coverage

What is the required primary insurance?

The coverage you elect through the Plan is excess of coverage over other collectable insurance. For some coverage you must maintain primary insurance in order to be fully covered. This is known as the Required Primary Underlying Limit. Besides protecting you against liability claims that exceed the required underlying limits of your primary policies, the Plan also covers some liability exposures which may be excluded by your underlying policies. These exposures have no required underlying limits and are covered from the first dollar of loss (except for the first \$1,000 of loss in North Carolina and the first \$10,000 of loss in Texas) unless otherwise stated in your policy.

The requirements for underlying levels of coverage are subject to change; check with Marsh Voluntary Benefits for the most recent information.

What are the required primary minimum underlying limits for insurance?

Following is the Schedule of Required Underlying Limits which describes the types of insurance that require primary minimum underlying limits:

Minimum Required Underlying Limits of Coverage Exposures	Coverage	Primary Minimum Required Underlying Limit
Automobile Recreational Vehicles Motorcycle	Bodily Injury Property Damage or Combined Single Limit	\$250,000 Per Person \$500,000 Per Occurrence \$50,000 Property Damage or \$500,000 Combined Single Limit
Homeowner's Personal	Combined Single Limit (Required on all property owned or rented)	\$300,000 Per Occurrence
Watercraft Liability**	Combined Single Limit (Boats less than 26 feet in length)	\$100,000 Per Occurrence
Watercraft Liability**	Combined Single Limit (Boats 26 feet in length or longer)	\$300,000 Per Occurrence
Employer's Liability	Combined Single Limit	\$100,000 Per Occurrence
Snowmobile Liability***	Combined Single Limit	\$500,000 Per Occurrence
Uninsured Motorist/Under Insured Motorist Protection*	Bodily Injury or Combined Single Limit	\$250,000 Per Person, \$500,000 Per Occurrence or \$500,000 Per Occurrence

* The Uninsured and Underinsured Motorist Coverage is limited to a maximum of \$1,000,000 regardless of coverage limit selected.

** There is no horsepower requirement under watercraft.

*** Snowmobile Liability requires \$500,000 Combined Single Limit, unless endorsed under the homeowner's policy.

What happens if I fail to maintain the required underlying limit?

If you fail to maintain the Required Underlying Limit for primary insurance, and there is an occurrence that would have been covered by such insurance:

- you will be responsible for the amount of damages up to the applicable minimum Required Underlying Limit of your required primary insurance (except as noted below)
- the Plan will only pay amounts in excess of your required underlying limits and any other collectible insurance (except as noted below)

Note: You must maintain primary liability coverage for watercraft or no coverage will apply under this policy.

The above Schedule of Required Underlying Limits is intended as a summary of the underlying limits; your CERTIFICATE OF INSURANCE provides your specific requirements.

Cost of Coverage

Below is a table showing the cost of Group Umbrella Liability Insurance coverage.

Coverage	Semi-monthly Cost	Weekly Cost
\$1,000,000	\$12.76	\$5.89
\$2,000,000	\$19.25	\$8.88
\$3,000,000	\$25.30	\$11.68
\$4,000,000	\$28.98	\$13.38
\$5,000,000	\$31.79	\$14.67

Will my costs change?

Your cost for Group Umbrella Liability Insurance coverage may change. Generally, these changes may occur each January 1.

The Company reserves the right to change the amount you are required to contribute at any time.

When Coverage Ends

Coverage ends when the first of the following occurs:

- 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
- 30 days from the date you terminate employment (unless you retire from the Company)

Note: Retirees and surviving spouses may continue coverage on a direct bill basis.

How the Plan Works

This insurance covers you for personal injury and/or property damages to third parties, over and above the coverage that you may have through other insurance, including automobile and homeowner's insurance. These other policies are called primary insurance (meaning that these policies pay first), while the group umbrella coverage is activated only after the primary insurance is exhausted, or used up. Umbrella coverage is generally purchased to provide limits over and above primary insurance and to potentially provide coverage where a coverage gap may exist.

Examples of situations this coverage could potentially address are:

- serious auto and boat accidents
- youthful driver claims
- swimming pool accidents
- “slip and fall” accidents on your property
- snowmobile claims
- service on a homeowner’s condominium or cooperative association, if not for profit
- service as a director or officer for a non-profit organization for which you do not receive any pay

You may buy from one to five million dollars of liability coverage, in excess of your other primary insurance policy, through after-tax payroll deductions. The coverage is offered through Marsh Voluntary Benefits, a service of Seabury & Smith.

What’s Covered

What does the Group Umbrella Liability Insurance cover?

The benefit will pay all sums (more fully defined by the term NET LOSS) that the employee becomes legally obligated to pay for personal injury or property damage in excess of the required underlying limit or in the excess of the retained limit, if applicable.

The benefit applies to personal injury and property damage worldwide if the personal injury or property damage occurs when the policy is in effect.

Other exclusions apply.

What is the retained limit?

Besides protecting you against liability claims which exceed the required underlying limits of your primary policies, this benefit also covers some liability exposures which may be excluded by your underlying policies. These exposures have no required underlying limits and are covered from first dollar of loss (except for the first \$1,000 of loss in North Carolina and the first \$10,000 of loss in Texas), unless otherwise stated in your policy.

I already have umbrella liability coverage. Is my Group Umbrella Liability Insurance coverage offered through Marsh Voluntary Benefits on top of that coverage?

Generally, yes. This coverage is excess over any other valid or collectable liability coverage. The Group Umbrella Liability Insurance is designed to be excess insurance, but that determination may be governed by the provisions in your other excess insurance contract. You should review your other insurance provisions to confirm what their requirements are.

My spouse has his/her own business. Is my spouse covered under Group Umbrella Liability Insurance while operating that business?

Generally, no. This coverage applies to personal, non-business activities. Some coverage is provided for incidental business activities, farming and rearing of animals which do not exceed \$5,000 in annual gross income.

My spouse is a director of a non-profit organization. Is my spouse covered by Group Umbrella Liability Insurance while acting in his/her director capacity?

Yes, if any insured employee or spouse does not receive any pay. However, coverage is only provided based upon the insuring agreements of the policy. It is suggested that anyone serving as an officer or director obtain or be covered by non-profit directors and officers liability.

Supplementary Payments

Will anything else be covered?

In addition to the benefit policy's limit of liability, the benefit will pay on behalf of the employee:

- the cost of bail bonds required because of an occurrence. This includes related traffic violations resulting in bodily injury or property damage covered under this policy
- all costs taxed against an insured
- premiums on appeal bonds and bonds to release attachments in any suit defended by the insurer
- interest accruing after a judgment is entered in any suit defended by the insurer. The insurer's duty to pay interest ends when the insurer offers to pay that part of the judgment which does not exceed the limit of liability
- other reasonable expenses incurred at the insurer's request. This includes loss of earnings up to \$100 per day or a maximum of \$5,000

The amounts paid above will not reduce the limits of insurance. Please refer to your CERTIFICATE OF INSURANCE for more information.

Exclusions

What are the Plan exclusions?

The Plan does not provide for personal injury and/or property damage for:

- personal injury and/or property damage that is caused intentionally by the insured
- personal injury and/or property damage that is caused through the ownership, use or maintenance of aircraft (excluding aircraft and crew chartered by the insured)

- personal injury and/or damage arising from the ownership, use or maintenance of watercraft
- personal injury and/or property damage:
 - arising from the use of a car or watercraft in any race (except a sailboat race)
 - resulting from any act or failure to act by any insured as a director or officer of an organization
 - arising from providing or failing to provide professional services
 - resulting from the insured's business activities or property (except for rental property you own, the use of a passenger car not used to carry persons for a fee, volunteer work for charity or incidental business activities generating less than \$5,000 in gross annual revenues)
 - covered by a nuclear energy liability policy, or would have been covered by such a policy had the limit not been exceeded
 - arising out of a communicable sickness or disease by the insured
 - arising from a construction defect for a homeowner's condominium or cooperative association on which you serve
- property damage to property owned by the insured, or property rented to, used by, occupied by or in the care, custody or control of the insured, to the extent that the insured has agreed in writing to provide insurance for this property
- any obligation for which the insured may be held liable under any worker's compensation, non-occupational disability, unemployment compensation or similar law
- sums which an insured is entitled to recover from the owner or operator of an uninsured motor vehicle
- toxic mold

The above is intended as a summary of the Plan exclusions; your CERTIFICATE OF INSURANCE provides specific coverage and exclusion details.

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).

ACTIVE WORK STATUS

You must be actively-at-work during your approved scheduled work week and not on any type of leave.

AFTER TAX DEDUCTIONS (EMPLOYEE CONTRIBUTIONS)

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.

CERTIFICATE OF INSURANCE

Upon enrollment in the plan, you will be mailed a Certificate of Insurance to your home outlining the policy and exclusions in more detail.

CLAIMS ADMINISTRATOR

Vendor that administers the Plan and processes claims; the vendor’s decisions are final and binding.

ELIGIBLE EMPLOYEES

- **Eligible MMC Employees (other than Kroll)**

MMC employees (other than Kroll) are defined as employees classified on payroll as a U.S. salaried employee of MMC or any subsidiary or affiliate of MMC (other than Kroll, Inc., and any of its subsidiaries).

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

- **Eligible Kroll Employees**

Kroll employees are defined as employees classified on payroll as U.S. full-time regular employees of Kroll, Inc. or any of its subsidiaries. You are considered “full-time” if you are generally scheduled to work 35 hours or more per week.

Full-Time Regular Employees of Kroll means employees that were not hired to perform short-term projects, special programs of a temporary nature and will not be terminated from employment upon completion of their assignment.

Kroll employees who are classified on payroll as contingent or part-time employees or who are compensated as independent contractors are not eligible to participate.

[MMC BENEFITS ONLINE](#)

From your personalized home page, go to the Enterprise Menu (upper left) and click on the MMC Benefits Online heading; then click the MMC Benefits Online link. Next, follow the appropriate path to this transaction.

[NET LOSS](#)

The sum actually paid or payable due to a claim for which the employee is liable either by a settlement agreed to by the Insurer or a final judgment. Such sums will include proper adjustment for recoveries and salvage.

[WAITING PERIOD/ELIMINATION PERIOD](#)

The amount of time you must wait before being able to participate in a plan.