Benefits Handbook Date November 1, 2014

Optional Life Insurance Plan

Marsh & McLennan Companies



Optional Life Insurance Plan

This is an employee-paid group-term life insurance plan that helps you provide for your family's financial security. The Plan pays money to someone you name as your beneficiary if you die during active employment. You may elect this benefit which would be in addition to the Company-paid group-term Basic Life Insurance Plan.

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 Optional Life Insurance Plan (the "Plan") as of January 1, 2014.

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.

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The Plan at a Glance

The Optional Life Insurance Plan is an employee-paid group-term life insurance plan that helps you provide for your family's financial security. The chart below contains some important Plan features. For more information, see "How the Plan Works" on page 12.

Plan Feature Highlights	
How the Plan Works	 This Plan pays money to someone you name as your BENEFICIARY if you die during active employment.
	 You can elect a death benefit equal to:
	 one to six times your SALARY rounded to the next \$1,000, if not already an even multiple of \$1,000.
	 This benefit is in addition to any benefit received under the Company- paid Basic Life Insurance Plan.
	 The Plan will pay up to a maximum death benefit amount of \$5 million.
	 Elections of \$1.2 million or more require EVIDENCE OF INSURABILITY.
Eligibility	 You are eligible to participate in this program if you meet the eligibility requirements listed below.
	 See "Participating in the Plan" on page 3 for details.
Enrollment	 To enroll for coverage, go to Colleague Connect (www .colleagueconnect.mmc.com), click Career & Rewards and select ibenefitcenter under Resources.
	 You must enroll with 30 days of your eligibility date or a qualified change in family status.
	 After the first 30 days of eligibility, you can enroll in the Plan at any time with Evidence of Insurability.
Advanced Payment of Benefit	 If you are certified by a medical physician to have a life expectancy of six months or less and you are not expected to recover, you may receive an "advance" (subject to certain maximum limitations) against life insurance proceeds payable at the time of your death.
Survivor Assistance	 The Plan includes the Survivor Assistance: MetLife Advice for Beneficiaries - Delivering The Promise® (DTP) feature. This feature is automatically available at no cost to plan participants or beneficiaries.
	 If you are a plan participant or beneficiary who has experienced the death of a loved one, contact the Employee Service Center at +1 866 374 2662.
	 See the "Survivor Assistance" section under "How the Plan Works" for additional information.
Will Preparation	 The Plan includes the MetLife's Will Preparation service feature. This feature is automatically available at no cost to plan participants or their spouses.
	 MetLife's Will Preparation service gives plan participants and their spouses access to a participating Hyatt Legal Plans' attorney to prepare or revise a will.
	 See the "Will Preparation" section under "How the Plan Works" for additional information.

Plan Feature	Highlights	
Estate Resolution	 The Plan includes the MetLife Estate Resolution Services^{SM1} feature. This feature is automatically available at no cost to plan participants or beneficiaries. 	
	 MetLife Estate Resolution Services^{SM1} covers attorney's fees for telephone and office consultations to discuss matters related to probating the insured's estate. 	
	 Provides assistance to your Executor or Administrator in probating your estate. 	
	 See the "Estate Resolution" section under "How the Plan Works" for additional information. 	
Contact	For more information, contact the Claims Administrator: Metropolitan Life Insurance Company	
Information		
	200 Park Avenue New York, NY 10166	
	For additional questions, you may contact the Employee Service Center at +1 866 374 2662, Monday through Friday, from 8 a.m. to 8 p.m., Eastern time.	
	Marsh & McLennan Companies does not administer this Plan. Metropolitan Life Insurance Company'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.

Eligible Employees

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

Eligibility

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.

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.

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), Marsh & McLennan Agency LLC – Southwest (including Prescott Pailet Benefits) (collectively MMA Southwest) (MMA-Southwest), Marsh & McLennan Agency LLC – Northeast (MMA-Northeast), or Security Insurance Services of Marsh & McLennan Agency.

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.

"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 and any of its subsidiaries).
- For MMA participants: a US regular employee of MMA-Corporate, MMA-Alaska, MMA-Southwest, MMA-Northeast, or Security Insurance Services of Marsh & McLennan Agency.

Enrollment

To enroll in the Optional Life Insurance Plan, go to Colleague Connect (www .colleagueconnect.mmc.com), click Career & Rewards and select ibenefitcenter under Resources. You must enroll within 30 days of your eligibility date.

After the first 30 days of eligibility, you can enroll in the Plan at any time with EVIDENCE OF INSURABILITY

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

After the first 30 days of eligibility, you can enroll in the Plan at any time with Evidence of Insurability.

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

No, you do not have to enroll in the Optional Life Insurance Plan each year. Your coverage will continue until you make a change in your benefits or you leave the Company.

Evidence of Insurability

If you enroll within 30 days of the date you become eligible to participate, EVIDENCE OF INSURABILITY is not required for coverage levels under \$1.2 million. Elections made after the first 30 days of eligibility and elections of \$1.2 million and more require Evidence of Insurability.

Beneficiaries

You can name anyone as your BENEFICIARY, including a trust or an estate, or you can name multiple beneficiaries who will split the benefit. You have to fill out a Beneficiary Designation Form naming your beneficiary.

Can I assign my benefit to someone else?

The Plan also permits an absolute assignment to an individual or a trust. See "Assigning Your Benefit" on page 15.

It is important to have a current beneficiary designation on file with the Company at all times. If you have no surviving beneficiary, the benefit will be paid to your estate.

How do I name or change a beneficiary?

To name or change a beneficiary, complete a Beneficiary Designation Form. You can download the Beneficiary Designation Form by going to Colleague Connect (www .colleagueconnect.mmc.com). Click Career & Rewards and select Career & Rewards Forms/Documents under Resources and then click Insurance. However, if an irrevocable or absolute assignment is completed, you cannot change your beneficiary under any circumstances.

Who receives my life insurance benefit if I don't name a beneficiary?

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

Cost of Coverage

The following table shows the cost per \$1,000 of coverage, based on your age as of December 1 of the preceding year.

Age as of December 1	Semi-monthly Cost per \$1,000 of Coverage	Weekly Cost Based per \$1,000 of Coverage
Under 30	\$0.009	\$0.004
30–34	\$0.017	\$0.008
35–39	\$0.025	\$0.011
40–44	\$0.042	\$0.019
45–49	\$0.050	\$0.023
50–54	\$0.091	\$0.042
55–59	\$0.149	\$0.069
60–64	\$0.257	\$0.118
65–69	\$0.390	\$0.180
70 +	\$0.704	\$0.325

The cost of coverage increases with age because of the increased cost in providing coverage in later years.

You can elect a death benefit equal to:

 one to six times your SALARY rounded to the next \$1,000, if not already an even multiple of \$1,000.

Example: An employee with a salary of \$50,100 who elects three times optional life insurance will have a benefit of \$151,000 (\$150,300 rounded up to \$151,000).

This benefit is in addition to any benefit received under the Company-paid Basic Life Insurance Plan.

The Plan will pay up to a maximum death benefit amount of \$5 million.

Will my costs change?

The cost of your coverage is age-related. Your cost will change when you reach certain age brackets. 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.

Are the rates different for non-smokers?

No, the rates for non-smokers are not different from smokers under the Optional Life Insurance Plan.

Taxes

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

You pay for your Optional Life Insurance coverage with after-tax dollars.

Is the benefit payment taxable?

The benefit payment, including the Accelerated Benefit Option, is not subject to federal income taxes and in most cases state income taxes.

The death benefit 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 and state income, gift and estate tax questions.

When Coverage Begins

Marsh & McLennan Companies New Hire (other than MMA)

Your coverage will be effective on the first day you are ACTIVELY AT WORK on or after your date of hire, as long as you complete enrollment within 30 days of your eligibility date.

If you enroll within 30 days of the date you become eligible, the amount of Optional Life Insurance coverage not requiring EVIDENCE OF INSURABILITY will start on your eligibility date as long as you are actively at work. Otherwise, coverage will begin on the first day you are actively at work.

If you elect Optional Life Insurance at any other time or elect an amount that requires Evidence of Insurability, your coverage will take effect immediately after your application is approved provided you are actively at work on that day.

MMA New Hire

Your coverage will be effective on the first day you are ACTIVELY AT WORK on or after your date of hire, as long as you complete enrollment within 30 days of your eligibility date.

If you enroll within 30 days of the date you become eligible, the amount of Optional Life Insurance coverage not requiring EVIDENCE OF INSURABILITY will start on your eligibility date as long as you are actively at work. Otherwise, coverage will begin on the first day you are actively at work.

If you elect Optional Life Insurance at any other time or elect an amount that requires Evidence of Insurability, your coverage will take effect immediately after your application is approved provided you are actively at work on that day.

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

Marsh & McLennan Companies New Hire (other than MMA)

If you are not actively at work on the day your coverage is supposed to begin, your coverage will be effective on the first day of eligibility when you are actively at work, as long as you complete enrollment within 30 days of your eligibility date.

MMA New Hire

If you are not actively at work on the day your coverage is supposed to begin, your coverage will be effective on the first day of eligibility when you are actively at work, as long as you complete enrollment within 30 days of your eligibility date.

Hospitalized on Effective Date

When does coverage begin if I am hospitalized when coverage is supposed to start?

Your coverage will start after you have been released from medical confinement and have provided Evidence of Insurability. Evidence of Insurability is also required if you were hospitalized in the three months prior to the effective date of coverage.

Changing Coverage

You can make changes to your Optional Life Insurance coverage at any time. Go to Colleague Connect (www.colleagueconnect.mmc.com), click Career & Rewards and select **ibenefitcenter** under Resources. Any increase in coverage will require EVIDENCE OF INSURABILITY. You can also cancel your Optional Life Insurance coverage at any time.

Can I change the amount of my coverage while on Leave of Absence of long term disability?

You can only decrease or drop your Optional Life Insurance coverage while on a leave of absence or long term disability.

The Optional Life Insurance benefit for employees on long term disability is based on their pre-disability base SALARY.

When Coverage Ends

Under the Optional Life Insurance Plan, coverage ends on the first of the following to occur:

- the date you terminate employment
- the 13th month of an approved unpaid leave of absence
- the date of your death
- the date you discontinue coverage
- the date you no longer meet the eligibility requirements
- the last date you have paid premiums
- the date the Plan is terminated.

Exception:

If you die within 31 days after your coverage ends, the Claims Administrator must receive proof of your death with the required documentation. If approved, your BENEFICIARY will be paid the benefit amount you were entitled to convert. Following your death, your beneficiary must contact the Employee Service Center at +1 866 374 2662 for instructions. See the "Filing a Claim" section for additional information.

You can convert your Optional Life Insurance Plan to an individual policy or you can continue coverage on a group basis.

Does my coverage end if I become disabled?

No. Your coverage will continue during Short Term Disability. As long as you receive benefits under the Company's Basic Long Term Disability Plan, your coverage will continue while out on Long-Term Disability.

Does my coverage end if I go on an authorized unpaid leave of absence?

No, you may continue coverage for up to 12 months, provided you pay the required contributions.

Converting to an Individual Policy

You can convert this Plan to an individual policy or continue coverage on a group basis if you become ineligible for this group coverage for any reason. When coverage ends, you may request conversion to an individual policy without submitting EVIDENCE OF INSURABILITY if you apply for it and make the required premium payment within:

- 31 days from the date coverage ends, or
- 15 days from the date notice is given, if notice is given more than 15 days from the date coverage ends.

However, in no event will the conversion period extend beyond 91 days from the date coverage ends.

How do I apply for conversion to an individual policy?

To apply for conversion to an individual policy, you must complete and submit a Conversion of Group Life Benefits to an Individual Policy Form, together with the required premium payment, within the timeframe described above.

Upon termination, MetLife will mail you a packet of information explaining your conversion and/or portability option.

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

No, you do not need to provide Evidence of Insurability to convert your Optional Life Insurance as long as you apply within 31 days of your coverage end date (or, if later, within 15 days of when notice of your right to convert is provided) and you make the required premium payment.

When does my individual policy take effect?

Your individual policy takes effect on the 32nd day after the date the group coverage ends, regardless of the duration of the application period.

Continuing Coverage on a Group Basis/Portability

Can I continue my Optional Life Insurance Plan coverage on a group basis when my coverage ends?

Yes, you can continue your Optional Life Insurance Plan coverage on a group basis when your coverage ends, provided you continue to make the required contributions directly to the plan insurer, and portability is available in your state of residence.

If you will be a non-US-resident, you must request continued coverage before you leave the United States. Although you can be billed for your coverage at a non-US address, you must pay your premiums in US dollars.

Upon termination, MetLife will mail you a packet of information explaining your conversion and/or portability option.

Can I change my Optional Life Insurance Plan coverage amount when my coverage ends?

Yes, you may elect the same or a lower coverage amount to be continued when your coverage ends, subject to minimum and maximum coverage levels.

Is there a minimum coverage portability amount?

Yes, the minimum coverage level is \$20,000.

Is there a maximum coverage portability amount?

Yes, the maximum is the lesser of:

- the coverage amount you had at the time your coverage ended, or
- \$1 million dollars.

When does portability coverage end?

The coverage will continue in full until January 1 of the year in which you attain age 70, when your coverage is reduced by 50% because of the increased costs in providing coverage at and after age 70.

The coverage terminates on January 1 of the year in which you reach age 80.

Are post-employment contribution rates higher than employee rates?

Yes, post-employment contribution rates are higher than employee rates but may be lower than the rate you would pay for a comparable individual policy.

Portable Rates

These rates shown below are subject to change in the future as Metropolitan Life Insurance Company evaluates the claims experience of all individuals—not just former Marsh & McLennan Companies employees—who elect "portable" coverage.

18 .137 19 .141 20 .142 21 .153 22 .146 23 .131 24 .122 25 .115 26 .115 26 .115 26 .117 27 .107 28 .107 29 .107 30 .107 31 .107 32 .115 34 .102 35 .131 36 .138 37 .163 38 .168 39 .144 40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 <th>Age at the End of Calendar Year</th> <th>Monthly Rate per \$1,000 of Insurance</th>	Age at the End of Calendar Year	Monthly Rate per \$1,000 of Insurance
20 .142 21 .153 22 .146 23 .131 24 .122 25 .115 26 .115 26 .115 27 .107 28 .107 29 .107 30 .107 31 .107 32 .115 33 .115 34 .122 35 .131 36 .138 37 .153 38 .168 39 .184 40 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	18	.137
21 .153 22 .146 23 .131 24 .122 25 .115 26 .115 27 .107 28 .107 29 .107 30 .107 31 .107 32 .115 33 .115 34 .122 35 .131 36 .138 37 .153 38 .168 39 .184 40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	19	.141
22 .146 23 .131 24 .122 25 .115 26 .115 27 .107 28 .107 29 .107 30 .107 31 .107 32 .115 33 .115 34 .122 35 .131 36 .138 37 .153 38 .168 39 .184 40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	20	.142
23 .131 24 .122 25 .115 26 .115 27 .107 28 .107 29 .107 30 .107 31 .107 32 .115 33 .115 34 .122 35 .131 36 .133 37 .153 38 .168 39 .184 40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	21	.153
24 .122 25 .115 26 .115 27 .107 28 .107 29 .107 30 .107 32 .115 33 .115 34 .122 35 .115 36 .131 36 .133 37 .153 38 .168 39 .184 40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	22	.146
25 .115 26 .115 27 .107 28 .107 29 .107 30 .107 31 .107 32 .115 33 .115 34 .122 35 .131 36 .131 37 .153 38 .168 39 .184 40 .202 41 .224 42 .248 43 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	23	.131
26 .115 27 .107 28 .107 29 .107 30 .107 31 .107 32 .115 33 .115 34 .122 35 .131 36 .138 37 .153 38 .168 39 .184 40 .202 41 .224 42 .248 43 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	24	.122
27 .107 28 .107 29 .107 30 .107 31 .107 32 .115 33 .115 34 .122 35 .131 36 .138 37 .163 38 .168 39 .184 40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	25	.115
28 .107 29 .107 30 .107 31 .107 32 .115 33 .115 34 .122 35 .131 36 .138 37 .153 38 .168 39 .144 40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	26	.115
29 .107 30 .107 31 .107 32 .115 33 .115 34 .122 35 .131 36 .138 37 .153 38 .168 39 .184 40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	27	.107
30 .107 31 .107 32 .115 33 .115 34 .122 35 .131 36 .138 37 .153 38 .168 39 .184 40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	28	.107
31 .107 32 .115 33 .115 34 .122 35 .131 36 .138 37 .153 38 .168 39 .184 40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	29	.107
32 .115 33 .115 34 .122 35 .131 36 .138 37 .153 38 .168 39 .184 40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	30	.107
33 .115 34 .122 35 .131 36 .138 37 .153 38 .168 39 .184 40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	31	.107
34 .122 35 .131 36 .138 37 .153 38 .168 39 .184 40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	32	.115
35 .131 36 .138 37 .153 38 .168 39 .184 40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	33	.115
36 .138 37 .153 38 .168 39 .184 40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	34	.122
37 .153 38 .168 39 .184 40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	35	.131
38 .168 39 .184 40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	36	.138
39 .184 40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	37	.153
40 .202 41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	38	.168
41 .224 42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	39	.184
42 .248 43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	40	.202
43 .275 44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	41	.224
44 .302 45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	42	.248
45 .334 46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	43	.275
46 .370 47 .410 48 .454 49 .500 50 .552 51 .610	44	.302
47 .410 48 .454 49 .500 50 .552 51 .610	45	.334
48 .454 49 .500 50 .552 51 .610	46	.370
49 .500 50 .552 51 .610	47	.410
50 .552 51 .610	48	.454
51 .610	49	.500
	50	.552
52 .673	51	.610
	52	.673

Age at the End of Calendar Year	Monthly Rate per \$1,000 of Insurance
53	.743
54	.811
55	.896
56	.987
57	1.091
58	1.204
59	1.328
60	1.470
61	1.624
62	1.796
63	1.987
64	2.202
65	2.436
66	2.682
67	2.904
68	3.139
69	3.399
70	3.691
71	4.022
72	4.400
73	4.828
74	5.292
75	5.785
76	6.359
77	6.958
78	7.585
79	8.262

How the Plan Works

The Plan pays money to someone you name as your BENEFICIARY if you die during active employment.

You can elect a death benefit equal to one to six times your SALARY rounded to the next \$1,000, if not already an even multiple of \$1,000.

Example: An employee with a SALARY of \$50,100 who elects three times optional life insurance will have a benefit of \$151,000.

This benefit is in addition to any benefit received under the Company's Basic Life Insurance Plan.

The Plan will pay up to a maximum death benefit amount of \$5 million.

There are no exclusions or limitations for pre-existing conditions if you join the Plan when you are first eligible.

If I am disabled, does the Plan still provide a benefit?

Your coverage will continue during Short Term Disability. The cost for continuing your Optional Life Insurance will be deducted from your paycheck.

As long as you receive benefits under the Company's Basic Long Term Disability Plan, your coverage will continue while out on Long-Term Disability. No contributions for Optional Life Insurance will be required during this period,

Is there an additional benefit under the Plan if I die in an accident?

No, the plan doesn't pay any additional amount for accidental death.

The Company has separate accident insurance plans in which you may be eligible to participate.

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

You may continue coverage for up to 12 months, provided you pay the required contributions. (You may not enroll for or increase coverage while you are on a leave of absence.)

If I Die

If you die while you are an active employee, the Optional Life Insurance benefit will be paid to your beneficiary and insurance coverage ends on your date of death.

Salary

The following definitions of SALARY apply in determining your Optional Life Insurance benefit:

- For Marsh & McLennan Companies 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, REGULAR DRAW and EARNED COMMISSIONS.

If my salary changes, what happens to my life insurance benefits?

If your salary changes, your Optional Life Insurance benefit amount will be adjusted on the date of your salary change provided you are ACTIVELY AT WORK if you are a Marsh & McLennan Companies employee.

EVIDENCE OF INSURABILITY is not required for an increase in coverage resulting from a salary change.

Will my benefits be reduced as I get older?

There is no reduction of the Optional Life Insurance benefit because of your age.

Are there any losses not covered under this Plan?

No, the Plan pays a benefit when you die regardless of the cause of death.

Is there an additional benefit under the Optional Life Insurance Plan if I die in an accident?

No, the Plan doesn't pay any additional amount for accidental death.

The Company has separate accident insurance plans in which you may be eligible to participate.

Accelerated Benefit Option

Can I receive the benefit prior to my death?

The Optional Life Insurance Plan contains an Accelerated Benefit Option for employees. If you are certified by a medical physician to have a life expectancy of six months or less and you are not expected to recover, you may receive an "advance" (subject to certain maximum limitations) against life insurance proceeds payable at the time of your death. Currently, the maximum is 50% of the benefit, payable, but no more than \$250,000. Payment is made in a lump sum. Any payment made in advance will be deducted from the death benefit when you die.

The Accelerated Benefit Option is payable as long as you are eligible to receive this benefit and are not subject to any of the exclusions described below.

How do I file an Accelerated Benefit Option claim?

A certified claim form must be completed by your physician showing proof of your terminal illness. You can obtain an Accelerated Benefit Option claim form by going to Colleague Connect (www.colleagueconnect.mmc.com). Click Career & Rewards and select Career & Rewards Forms/Documents under Resources and then click Insurance. The Claims Administrator must then approve your request to receive an accelerated benefit.

Are there limitations to the Accelerated Benefit Option?

There are exclusions that would prevent you from claiming an accelerated benefit under the Plan. The accelerated benefit will not be paid to you if:

- you have assigned your benefit, or
- the amount of your life or death benefit is less than \$10,000.

Assigning Your Benefit

Can I assign my benefit to someone else?

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

To assign your benefit to an individual, complete a Gift Absolute Assignment to Individual Form; to assign your benefit to a trust, complete a Gift Absolute Assignment to Trustee with Waivers and Consents Form. Return the completed form to your Human Resources Representative. The Claims Administrator must consent to your assignment in order for it to become effective.

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.

Survivor Assistance

What is Survivor Assistance?

The Survivor Assistance: MetLife Advice for Beneficiaries - Delivering The Promise® (DTP) plan feature provides personal phone or in-person support and specialized services to covered plan participants and beneficiaries, living in the continental United States.

Note: This feature is not included under the Personal (whole) Life Insurance Plan.

What kind of support and services can I expect under the Survivor Assistance Program?

This unique plan feature provides participants and beneficiaries with personal assistance, support and specialized services to help you deal with the details and questions that may arise when a loved one dies. MetLife has carefully selected and specially trained representatives to support beneficiaries. These specialists can:

- Help beneficiaries identify the benefits for which they may be eligible, including government benefits
- Assist with filing insurance claims

- Answer important questions and assist with paperwork
- Identify local assistance resources, including grief counseling services, government agencies and financial planning.

Note: You may also wish to refer to the Employee Assistance Program (EAP) section of the Benefits Handbook under *Employee Programs & Policies, Additional Benefits*. Or you may contact an EAP representative directly at +1 800 382 3432, 24 hours a day, 7 days a week.

What does Survivor Assistance cost?

This program is automatically available at no cost to plan participants or beneficiaries.

How do I initiate Survivor Assistance?

If you are a plan participant or BENEFICIARY who has experienced the death of a loved one, please notify the Employee Service Center by calling +1 866 374 2662. You will receive information about the Survivor Assistance Program from MetLife in approximately 7 to 10 business days.

What if I have additional questions?

Contact the Employee Service Center at +1 866 374 2662, any business day, Monday through Friday, 8 a.m. to 8 p.m. Eastern time.

Will Preparation

What kind of support and services can I expect under the MetLife Will Preparation service?

The Will Preparation service includes:

- Access to Hyatt Legal Plans' network of participating plan attorneys
- In-person consultation, will preparation and updates for the plan participant and spouse*
- Coverage of all participating plan attorney fees for preparing or updating a will
- Covered services include the preparing or updating to Simple Wills, Complex Wills and Codicils. In addition, the preparation of Living Wills and Power of Attorney are covered.
- A toll-free phone number to Hyatt's customer service.
- * Will Preparation is only available under the Optional Life Insurance Plan. It is not offered under the Spouse Life Insurance Plan.

What does the Will Preparation service cost?

This plan feature is automatically available at no cost to plan participants or spouses.

What if I have additional questions?

Contact the Employee Service Center at +1 866 374 2662, any business day, Monday through Friday, 8 a.m. to 8 p.m. Eastern time.

Estate Resolution

What kind of support and services can I expect under the MetLife Estate Resolution Services^{SM1}?

The MetLife Estate Resolution Services^{SM1} feature provides assistance to your executor or administrator in probating your estate. This assistance includes:

- Preparation of documents and representation at court proceedings needed to transfer the probate assets from the insured's estate to heirs
- Telephone and office consultations to discuss matters related to probating the insured's estate (also available to beneficiaries who are not executors or administrators)
- The completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house
- Associated tax filings
- Limited reimbursement if you chose to retain your own attorney.

Are there any Estate Resolution services that are excluded from coverage?

Yes. The following services are not covered:

- Matters in which there is a conflict of interest between executor, administrator, any BENEFICIARY or heir and the estate
- Any disputes with the policyholder, employer, plan attorneys, MetLife and/or any of its affiliates
- Any disputes involving statutory benefits
- Will contests or litigation outside of probate court
- Court costs
- Filing fees, recording fees, transcripts, witness fees, expenses to a third party, judgments or fines and frivolous or unethical matters.

What does the Estate Resolution service cost?

This plan feature is automatically available at no cost to plan participants or spouses.

What if I have additional questions?

Contact the Employee Service Center at +1 866 374 2662, any business day, Monday through Friday, 8 a.m. to 8 p.m. Eastern time.

How Benefits Are Paid

Your BENEFICIARY will receive one of the following:

- a lump sum check made payable to the beneficiary if the benefit is under \$7,500, or
- an interest-bearing money market account in the name of the beneficiary. Your beneficiary can access all or part of the benefit at any time by writing a check against the account which is administered and guaranteed by the Claims Administrator. Your beneficiary will be provided full details on the account when the benefit becomes payable.

Filing a Claim

If you die, your BENEFICIARY should contact the Employee Service Center for instructions directly at +1 866 374 2662.

Your beneficiary needs to file the claim within 90 days of your death.

Who will receive the benefit?

If you die, your designated beneficiary will receive the benefit.

How does claims processing work?

After the Claims Administrator receives the proper documents and approves the claim, your beneficiary will be notified.

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

Most claims are normally processed within two weeks after the claim is filed.

How do I or my beneficiary appeal a benefit determination or denied claim?

There are special rules, procedures and deadlines that apply to appeals of benefits determinations and denied claims, and you have special rights under ERISA. Please refer to the *Administrative Information* section for a description of the appeals 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.

APPROVED SPOUSE AND DOMESTIC PARTNER

Adding a spouse or same gender or opposite gender domestic partner to certain benefits coverage is permitted upon employment or during the Annual Enrollment period for coverage effective the following January 1st if you satisfy the plans' criteria, or immediately upon satisfying the plans' criteria if you previously did not qualify. To obtain spousal or domestic partner coverage, you will need to complete an Affidavit of Eligible Family Membership declaring that:

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:
 - be at least 18 years old
 - not be legally married, under federal law, to each other or anyone else or part of another domestic partnership during the previous 12 months
 - currently be in an exclusive, committed relationship with each other that has existed for at least 12 months and is intended to be permanent
 - currently reside together, and have resided together for at least the previous 12 months, and intend to do so permanently
 - have agreed to share responsibility for each other's common welfare and basic financial obligations
 - not be related by blood to a degree of closeness that would prohibit marriage under applicable state law.

Marsh & McLennan Companies 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.

Once your Affidavit of Eligible Family Membership is completed and processed, you may cover the dependent child(ren) of your spouse or domestic partner.

Go to Colleague Connect (**www.colleagueconnect.mmc.com**), click **Career & Rewards** and select **ibenefitcenter** under Resources.

BENEFICIARY

The person or entity you designate to be entitled to benefits when you die. For Spouse and Dependent Children Life Insurance, Personal Life Insurance, and Personal Accident Insurance, you are automatically the beneficiary if a covered family member dies.

EARNED COMMISSIONS

Earned commissions means commissions that have been paid and are not subject to retroactive reduction.

ELIGIBLE MMA EMPLOYEES

As used throughout this document, "MMA Employees" are defined as employees classified on payroll as US regular employees of MMA-Corporate, MMA-Alaska, MMA-Southwest, MMA-Northeast, or Security Insurance Services of Marsh & McLennan Agency.

ELIGIBLE MARSH & MCLENNAN COMPANIES EMPLOYEES (OTHER THAN MMA)

As used throughout this document, "Marsh & McLennan Companies Employees (other than MMA)" are defined as employees classified on payroll as US regular employees of Marsh & McLennan Companies or any subsidiary or affiliate of Marsh & McLennan Companies (other than MMA and any of its subsidiaries).

EVIDENCE OF INSURABILITY

Proof of good health and is generally required if you do not enroll for coverage when you first become eligible, if the coverage level you are requesting requires such evidence, or if you are increasing coverage. Establishing Evidence of Insurability may require a physical examination at the employee's expense. The Evidence of Insurability must be provided to and approved by the insurer before coverage can go into effect.

QUALIFIED FAMILY STATUS CHANGE

An event that changes your benefit eligibility, for example getting married and having a child or your spouse or dependent lose other coverage. You can make certain changes to your before-tax benefit elections that are due to and consistent with the change in family status.

REGULAR DRAW

Regular draw means a draw against commissions not subject to retroactive deduction.

SALARY

For Marsh & McLennan Companies 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, regular draw and earned commissions.