

Benefits Handbook Date May 1, 2012

Business Travel Accident Insurance Plan Marsh & McLennan Companies



Business Travel Accident Insurance Plan

This Company-paid Plan covers all employees worldwide for certain injuries or death resulting from an accident during business travel, including everyday travel to and from work. The Business Travel Accident Insurance Plan also covers employees while riding as a fare-paying passenger on a commercial aircraft for personal air travel.

Note: *Employees located outside of the U.S. should check their local intranet or contact their Human Resources Representative to confirm what coverage may already be provided while traveling abroad on business.*

SPD and Plan Document

This section provides a summary of the Business Travel Accident Insurance Plan (the "Plan") as of January 1, 2012.

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.

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.

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The Plan at a Glance

This Plan covers certain injuries or death resulting from an accident during business travel, including everyday travel to and from work. The Business Travel Accident Insurance Plan also covers most personal air travel. The chart below contains some important Plan features and coverage information. For more information, see “How the Plan Works” on page 7.

Plan Feature	Highlights
How the Plan Works	<ul style="list-style-type: none"> ▪ If you die as a result of an accident during Company business travel or any air travel, the Plan will pay a death benefit amount equal to five times your SALARY (also called your principal sum). ▪ There is a minimum death benefit of \$125,000 and a maximum of \$2,000,000.
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"> ▪ Coverage is automatic.
Contact Information	<p>For more information, contact the Claims Administrator: National Union Fire Insurance Company of Pittsburgh, PA (a member company of Chartis) Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038 Policy Number: Active GTP 9129189 Retiree GTP 9132260 Phone: +1 212 458 5000</p> <p>Marsh & McLennan Companies does not administer the Plan. National Union Fire Insurance Company’s decisions are final and binding.</p>

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.

If your spouse, children, approved domestic partner and children of an approved domestic partner are approved to accompany you while traveling on Company business or relocation trips that are paid for by the Company, they are covered under this plan.

Marsh & McLennan Companies Employees (other than MMA)

As used throughout this plan summary, "Marsh & McLennan Companies Employees (other than MMA)" are defined as employees classified on payroll as U.S. regular employees of Marsh & McLennan Companies or any subsidiary or affiliate of Marsh & McLennan Companies (other than Marsh & McLennan Agency, LLC and any subsidiary or affiliate (MMA)).

MMA Employees

As used throughout this plan summary, "MMA Employees" are defined as employees classified on payroll as U.S. regular employees of MMA. This includes MMA employees on Marsh & McLennan Companies payroll and non-Marsh & McLennan Companies payroll.

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

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

- For Marsh & McLennan Companies participants: a U.S. regular employee of Marsh & McLennan Companies or any subsidiary or affiliate of Marsh & McLennan Companies (other than MMA and any subsidiary or affiliate).
- For MMA participants: a U.S. regular employee of MMA.

Eligible Employees

Marsh & McLennan Companies Employees (other than MMA)

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

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 U.S. regular employee of MMA. This includes MMA employees on Marsh & McLennan Companies payroll and non-Marsh & McLennan Companies payroll.

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

Your Eligibility Date

No Waiting Period	
Marsh & McLennan Companies (other than MMA)	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.
MMA	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.

Note: The Business Travel Accident Insurance Plan covers all employees worldwide who meet the eligibility requirements set forth by the Plan. Employees located outside of the U.S. should check their local intranet or contact their Human Resources Representative to confirm what coverage may already be provided while traveling abroad on business.

Eligible Spouses and Domestic Partners

Under the Business Travel Accident Insurance Plan, coverage is provided to your spouse, children, approved domestic partner and children of an approved domestic partner if they are approved to accompany you while traveling on Company business or relocation trips that are paid for by the Company.

An eligible spouse is:

- your legally married spouse
- approved to travel with you on Company business or relocation travel.

You can cover your approved same gender or opposite gender approved domestic partner.

To obtain spousal or domestic partner coverage, you will need to complete an Affidavit of Eligible Family Membership via PeopleLink (www.mmcpoplelink.com), declaring that:

Spouse / Domestic Partner

- You have already received a marriage license from a U.S. state or local authority, or registered your domestic partnership with a U.S. state or local authority.

Spouse Only

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

Domestic Partner Only

- Although not registered with a U.S. 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.

Complete your affidavit, via PeopleLink (www.mmcpeoplelink.com). Select the **Finances** tab and under **Insurance Benefits**, click **Business Travel Accident**. Then go to **Take Action** in the right navigation bar and select **Enroll, view, change benefits**.

Eligible Children

A dependent child is:

- your legally adopted child
- your biological child
- your stepchild
- the child of an approved domestic partner
- a child for whom you are the legally appointed guardian with full financial responsibility.

Note: Any child that meets one of these eligibility requirements and who is incapable of self support by reason of a total physical or mental disability as determined by the Claims Administrator, may be covered beyond the end of the calendar year in which the child attains age 25.

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

- dependent on you for maintenance and support,
- unmarried,
- approved to travel with you on Company business or relocation travel, and
- under 19 years of age, *or*
- under 25 years of age if a full-time student in a college or other accredited institution (generally those with 12 or more accredited hours of course work per semester, or full-time as determined by the school) and not employed on a full-time basis.

The Company has the right to require documentation to verify dependency (such as a copy of the court order appointing legal guardianship). Company Business Travel Accident Insurance 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.

Enrollment

Coverage is automatic. You do not need to enroll in this Plan.

Cost of Coverage

You do not pay for your Business Travel Accident Insurance coverage. The Company pays the entire cost.

Taxes

This benefit payment 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, 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.

MMA New Hire

Your coverage will be effective on the first day you are ACTIVELY AT WORK on or after your date of hire.

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

If you are not actively at work on the day your coverage is supposed to begin, your coverage will be effective on the first business day of eligibility when you are actively at work.

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 terminate employment.

Coverage is suspended while you are:

- out on a leave of absence, or
- out on an approved disability, except as noted below under “How the Plan Works.”

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

No. You can't convert your Business Travel Accident Insurance coverage to an individual policy when your coverage ends.

Beneficiaries

How do I name or change my beneficiary?

You can name anyone you wish as a BENEFICIARY. You name or change a beneficiary by completing a Beneficiary Designation Form.

You can download the Beneficiary Designation Form by going online to PeopleLink (www.mmcpeoplelink.com). Select the **Finances** tab and under **Insurance Benefits**, click **Business Travel Accident**. Then go to **Forms and Documents** in the right navigation bar and select **Beneficiary Forms**.

Return the completed form as it instructs. You are always the beneficiary if your covered family members die.

Who receives my Business Travel Accident Insurance 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 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 or an adult child, or a trustee of an executed trust agreement. You may obtain an Assignment of Insurance Form by using the link provided. Any such assignment will irrevocably transfer the right, title, interest and incidents of ownership, both present and future, in such benefits.

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

If you die as a result of an accident during Company business travel or any air travel, the Plan will pay a death benefit amount equal to five times your SALARY, with a minimum benefit of \$125,000 and a maximum of \$2,000,000.

- DISMEMBERMENT benefits are paid at a percentage of the death benefit.
- Certain types of losses are not covered.
- The amount payable for a loss will be reduced for employees and spouses age 70 or above on the date of the accident. This reduction in benefit takes into consideration the increased cost in providing coverage at and after age 70.
- 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.
- The Plan pays for a covered loss regardless of any other insurance coverage you might have. The benefit under this plan is reduced by any other Business Travel Accident Insurance Plan payment.

- You have benefits under this plan for your spouse, children, approved domestic partner and children of an approved domestic partner if they are approved to travel with you on approved Company business, or relocation travel that is paid for by the Company.
- If more than one covered person is involved in the same accident, the Plan's payment is limited to \$50,000,000 for all covered persons involved in the accident.
- The maximum for long-term disabled employees who are on the rehabilitative benefit and are working less than 30 hours per week is five times their SALARY prior to disability.
- Some restrictions apply.

Spouse and Domestic Partner Benefits

If your spouse or approved domestic partner has been approved by your management to accompany you on Company business or relocation travel and the travel is paid for by the Company, the Plan will pay death benefits of \$100,000.

Dependent Children Benefits

If your dependent child has been approved by your management to accompany you on Company business or relocation travel and the travel is paid for by the Company, the Plan will pay a death benefit of \$25,000 for each child.

Coma Benefits

If you suffer an accident which is covered by the program 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 benefit, 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 the principal sum benefit.

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

The Insurance Company 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 for less, including but not limited to, requiring an independent medical examination provided at the expense of the Company.

Dismemberment Benefits

The amount of your DISMEMBERMENT benefit depends on the type of loss. Dismemberment benefits are paid at a percentage of the death benefit as described in the charts below.

Type of Loss	Your benefit (or % of the death benefit) is:
Loss of:	
Life	100%
Both hands or feet or sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Speech and hearing in both ears	100%
Quadriplegia	100%
Paraplegia	100%
Hemiplegia	100%
Either hand or foot	50%
Sight of One Eye	50%
Speech or hearing in both ears	50%
Thumb & Index finger of the same Hand	25%

Loss is defined as follows:

Loss of:	Definition
Hand or foot	Complete severance through or above the wrist or ankle joint. With respect to 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 hearing in both ears
Quadriplegia	Complete and irreversible paralysis of both upper and 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
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 death?

There is a benefit of the lesser of \$50,000 or 10% of your principal sum under the Business Travel Accident Insurance Plan if you were wearing a properly fastened seat belt and the automobile air bag system properly inflated upon impact during a car accident that caused death.

Does the Plan cover worldwide terrorism?

The Plan covers loss resulting from worldwide terrorism regardless of whether they are also considered to be acts of war. This includes terrorism while on any premises of the Company, subject to the policy aggregate limit of \$50,000,000. However, the Plan's insurer has the right to discontinue this coverage with 10 days' notice to the Company, in which case a benefit will not be paid.

Does the Plan cover losses sustained as a result of a bomb?

The Plan covers loss resulting from a bomb explosion, threat of bombing, bomb scare or bomb search on any premises of the Company subject to the policy aggregate limit of \$50,000,000.

Does the Plan cover losses sustained as a result of a hijacking/skyjacking?

The Plan covers loss resulting from a hijacking/skyjacking or any attempt, threat, and exposure resulting from the hijacking/skyjacking.

Does the Plan provide worldwide war risk coverage?

The Plan does not cover loss resulting from declared or undeclared acts of war in the United States or the employee's country of permanent residence. The Plan covers losses occurring in any other designated war risk territory worldwide; however, the Plan's insurer has the right to discontinue this coverage with 10 days' notice to the Company, in which case a benefit will not be paid.

Does the Plan pay benefits in case of a disappearance?

If the body of the employee has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which you were an occupant, then it will be deemed that you suffered loss of life within the meaning of the policy.

If I become injured or ill as a result of an accident caused by a third party, what happens to any payment I may receive?

To the maximum extent permitted by law, the Plan is entitled to equitable or other permitted remedies, including a lien or constructive trust, to recover any amounts received as a result of a judgment, settlement or other means of compensation for conditions or injuries which have resulted in the payment of benefits under this plan. This will include, but is not limited to, damages for pain and suffering and lost income.

The Plan is entitled to recover these amounts from you, any covered family member or BENEFICIARY, or any other person holding them, up to the amount of all payments made or payable in the future. The Plan has no priority to any and all funds recovered in any full or partial recovery, including funds intended to compensate for attorney's fees and other expenses.

As a condition of receiving benefits under this plan, you agree that:

- you will promptly notify the Claims Administrator of any settlement negotiations, settlement, or judgment in any litigation related to an event or condition for which you have received, or expect to receive, benefits under this plan; and
- future benefits (even for an unrelated event or condition) may be reduced by the amount of any judgment or settlement, or similar compensation which the Plan would be entitled to under the rules above but is unable to recover.

What Is Not Covered

The Business Travel Accident Insurance benefit covers only a loss from an accidental injury that happens while you are on a Company-approved business trip. The Plan doesn't cover any loss related to:

- sickness or disease, except certain skin infections which occur through an accidental cut or wound
- suicide or attempted suicide (while sane or insane)
- declared or undeclared war or any act of declared war or undeclared war
- service in the armed forces of any country.

The Plan also has some aircraft and flying restrictions. The types of air travel not covered by the Plan are:

- air travel while acting as a pilot, operator or crew member for any aircraft; air travel while flying in any aircraft that does not have a current and valid airworthiness certificate or is flown by a person who does not have a valid and current certificate of competency of a rating authorizing him or her to pilot such aircraft
- air travel while flying in any aircraft owned or operated by the Company.

To be covered, the loss has to occur within 365 days of the accident.

Restrictions

If several employees or covered persons are involved in a common accident, is my benefit affected?

If more than one covered person is involved in the same accident, the Plan's payment is limited to \$50,000,000 for all covered persons involved in the accident.

If the Plan's normal payments would be more than this limit, benefits for all affected covered persons are decreased proportionately, so the total benefit paid does not exceed \$50,000,000.

Covered Travel

Does the Business Travel Accident Insurance cover commuting to and from work?

Your Business Travel Accident Insurance also provides coverage for accidents that happen while you commute to and from work.

When does coverage begin and end for a business trip?

When you leave on a business trip, you are covered:

- from the time you leave home or your regular workplace to begin the trip, whichever occurs last
- until you return home or to your workplace, whichever you reach first.

Does the Plan cover personal air travel?

The Plan covers employees while riding as a fare-paying passenger in a commercial aircraft on personal travel.

How Benefits Are Paid

If you are eligible for benefits from the Plan, you or your BENEFICIARY will receive a lump sum check.

Who will receive the benefit check?

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

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

What is considered salary for determining the amount of my Business Travel Accident Insurance benefit?

The following definition of salary applies in determining the benefit under this Plan:

- **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 Business Travel Accident Insurance benefit?

Your Business Travel Accident Insurance benefit is based on your salary and will change when your salary changes (but the benefit will be limited to the maximum coverage level).

Will my benefits be reduced as I get older?

Your benefits, and if applicable, the benefit of your family members approved to travel with you, will be reduced from the principal sum for the Business Travel Accident Insurance Plan according to your age on the date of the accident as follows:

Age	Benefit Reduces to this Percentage
69 or younger	100%
70-74	65%
75-79	45%
80-84	30%
85 and older	15%

This reduction in benefit takes into consideration the increased cost in providing coverage at and after age 70.

How are benefits paid if I am located outside of the U.S. or Canada, not classified on payroll as a U.S. or Canadian employee?

For employees located outside the U.S. and Canada who are not classified on U.S. or Canadian payroll, benefits under this plan will be reduced by any benefits paid under a local Travel Accident Program for the same accident.

Filing a Claim

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

When returning the completed claim form, the following must be included:

- two certified death certificates (if applicable)
- a police report
- any other available information
- copies of newspaper articles (if available)

To be covered, the loss has to occur within 365 days of the accident.

How does claims processing work?

After the insurance company 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 within two weeks after the claim is filed.

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 *Administrative Information* section for a description of the appeal process.

Glossary

ACTIVE WORK STATUS

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

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).

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 via PeopleLink (www.mmcpeoplelink.com), declaring that:

Spouse / Domestic Partner

- You have already received a marriage license from a U.S. state or local authority, or registered your domestic partnership with a U.S. state or local authority.

Spouse Only

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

Domestic Partner Only

- Although not registered with a U.S. 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
 - not be Medicare eligible
 - 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.

Complete your affidavit, via PeopleLink (www.mmcppeoplelink.com). Select the **Finances** tab and under **Insurance Benefits**, click **Business Travel Accident**. Then go to **Take Action** in the right navigation bar and select **Enroll, view, change benefits**.

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.

COMA

Coma/comatose means profound state of unconsciousness from which you cannot be aroused to consciousness, even by powerful stimulation, as determined by a physician. The coma must continue for 30 continuous days.

DISMEMBERMENT

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

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 U.S. regular employees of MMA.

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 U.S. regular employees of Marsh & McLennan Companies or any subsidiary or affiliate of Marsh & McLennan Companies (other than MMA and any of its subsidiaries).

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.