

Benefits Handbook Date May 1, 2013

# **Short Term Disability Benefits Policy**

Marsh & McLennan Companies



## Short Term Disability Benefits Policy

*Marsh & McLennan Companies, Inc. provides salary continuation through the STD Payroll Policy. Under the STD Payroll Policy, an employee may receive replacement income for a period of up to 26 weeks for a qualifying serious health condition.*

This section provides a summary of the STD Benefits Policy in effect as of January 1, 2013.

*STD Benefits are available to eligible employees based on a percentage of their base salary for a period of up to twenty-five or twenty-six weeks, depending on the Operating Company by which the employee is employed, for an absence due to a qualifying serious health condition. Coverage under the STD Benefits Policy automatically begins on the date an eligible employee meets the eligibility requirements.*

The STD Payroll Policy is not governed by the Employee Retirement Income Security Act of 1974 (ERISA). For example, ERISA requirements such as providing a Summary Plan Description, filing an annual report (Form 5500 Series), or making a summary annual report available do not apply to the STD Payroll Policy.

To the extent that the Administrative Information section of the Benefits Handbook refers to a Summary Plan Description, for purposes of this STD Payroll Policy that term should be replaced with the term STD Benefits Policy. Additionally, to the extent that the terms of this section conflict with the terms in the Administrative Information section, an employee's rights will always be determined under the provisions of this STD Payroll Policy and the STD Benefits Policy's administrative rules.

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## Participating in the STD Benefits Policy

The STD Benefits Policy provides replacement income for up to 25 or 26 weeks in the event that an employee has an approved, qualifying non-work related serious health condition. STD provides continuing income if an illness, injury or pregnancy prevents an employee from working for more than 5 consecutive business days (7 consecutive calendar days).

### Eligible Employees

#### ***Employees of Marsh & McLennan Companies, Marsh, Guy Carpenter, Mercer and Oliver Wyman***

An employee is eligible for the STD Benefits Policy if he/she is classified on payroll as a U.S. regular employee.

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

#### ***Employees of MMA***

Marsh & McLennan Agency LLC (MMA) other than Marsh & McLennan Agency – Corporate (MMA-Corporate), Marsh & McLennan Agency LLC – Northeast (MMA-Northeast) and Marsh & McLennan Agency LLC – Alaska (MMA-Alaska) is excluded from STD Benefits Policy eligibility. As used throughout this plan summary, “MMA Employees” are defined as employees classified on payroll as a U.S. regular employee of MMA-Corporate, MMA-Northeast or MMA-Alaska.

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

#### ***All Operating Company Employees***

An employee is **not** eligible for the STD Benefits Policy if he/she:

- no longer meets the eligibility requirements,
- terminates his/her employment, either voluntarily or involuntarily, for whatever reason,
- is taking an Unpaid Personal Leave of Absence that is not covered by the Federal Family and Medical Leave Act or comparable state or local statute, and/or
- dies.

### Eligibility Date

Certain operating companies have a 30 calendar day waiting period before the employee is eligible for coverage under the STD Benefits Policy while others are covered under the STD Benefits Policy on the first day they are actively at work. Please see the chart below for a brief explanation of the Operating Company waiting periods.

Operating Company	Waiting Period	
	None	30 Days
Marsh & McLennan Companies	√	
Guy Carpenter	√	
Mercer	√	
Oliver Wyman	√	
Marsh		√
MMA-Corporate, MMA-Northeast, MMA-Alaska		√

### ***No Waiting Period***

Marsh & McLennan Companies, Guy Carpenter, Mercer and Oliver Wyman employees are covered under the STD Benefits Policy on the first day they are actively at work.

### ***Subject to the 30-Day Waiting Period***

Marsh, MMA-Corporate, MMA-Northeast and MMA-Alaska employees have a 30-day waiting period before they are eligible for coverage under the STD Benefit Policy. This 30-day waiting period begins on the first day that the employee is actively at work.

The eligibility date is the thirty-first (31<sup>st</sup>) calendar day from the first day that the employee is actively at work. For example, if the first day that an employee is actively at work is August 1, his/her eligibility date is August 31. If the first day that an employee is actively at work is February 1, his/her eligibility date is March 3.

## **When Coverage Starts and Ends**

### ***When does eligibility for coverage start?***

Coverage automatically begins on the eligibility date, provided that you are actively at work on that day.

### ***When does eligibility for coverage end?***

Your eligibility for STD Payroll Policy benefits will continue until the earliest of the following:

- the date of your death
- the date the Plan is terminated
- the date you commence a leave of absence
- the date you no longer meet the eligibility requirements
- the date your employment is terminated.

## Enrollment

There is no need to enroll in the STD Benefits Policy as coverage begins automatically upon your eligibility date.

## Cost of Coverage

Marsh & McLennan Companies pays the full cost for coverage under the STD Benefits Policy.

## Duration and Coverage Level of STD Benefits

Your STD Benefit is based upon your base salary on your first day of absence from work. Depending on the Operating Company, the STD Benefit may also be based on your years of service. For purposes of calculating STD Benefits, base salary does not include overtime, bonuses, commissions, salary increases that have been communicated but are not yet effective, or other extra compensation.

Any STD Benefits you are eligible to receive from the STD Benefits Policy are offset (reduced) by disability income you may receive from any of the following sources:

- state and federal disability benefits
- Social Security disability income
- benefit payments from Marsh & McLennan Companies' U.S. Retirement Plan or the retirement plan of any of its subsidiaries
- income replacement payments
- another employer's disability income payment
- no-fault automobile insurance
- the portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for the employee's loss of earnings.

Even if your STD Benefits are reduced because you are receiving income from one or more of these sources, your total disability income from all sources will never be less than the total income that you are eligible to receive under the STD Benefits Policy.

## Unpaid Waiting Period

### ***Employees of Marsh & McLennan Companies, Guy Carpenter, Mercer (other than Mercer Outsourcing) and Oliver Wyman***

The unpaid waiting period for coverage under the STD Benefits Policy is seven calendar days (five consecutive business days), including Saturdays, Sundays and holidays. The waiting period is counted from the first day you are absent from work due to a serious health condition.

If you are approved for STD Benefits by the Company's Claims Administrator, your STD Benefits will be retroactive to his/her first day of absence. If you used any paid entitlements during this unpaid waiting period, those paid entitlements will be reinstated and the time will be paid as STD Benefits, subject to the policies of your Operating Company.

### ***Employees of Marsh***

The unpaid waiting period for coverage under the STD Benefits Policy is seven calendar days (five consecutive business days), including Saturdays, Sundays and holidays. During this unpaid waiting period, you must use any available Sick Days. The waiting period is counted from the first day you are absent from work due to a serious health condition.

Once your Sick Days are exhausted, you must use available Personal Days, Floating Holidays and/or vacation days (including borrowing vacation days in advance). If you exhaust all of your Sick Days, Personal Days, Floating Holidays and /or vacation days, then the seven calendar day waiting period will be unpaid.

### ***Employees of Mercer Outsourcing***

The unpaid waiting period for coverage under the STD Benefits Policy is seven calendar days (five consecutive business days), including Saturdays, Sundays and holidays. During this waiting period, you must use any available Sick Days. The waiting period is counted from the first day you are absent from work due to a serious health condition.

Once your Sick Days are exhausted, you must use any available Floating Holidays and/or vacation days (including borrowing vacation days in advance). If you exhaust all of his/her Sick Days, Floating Holidays and/or vacation days, then the seven calendar day waiting period will be unpaid.

### ***Employees of MMA-Corporate and MMA-Alaska***

The unpaid waiting period for coverage under the STD Benefits Policy is seven calendar days (more than five consecutive business days), including Saturdays, Sundays and holidays. During this unpaid waiting period, you must use any available Sick Days. The waiting period is counted from the first day you are absent from work due to a serious health condition.

Once your Sick Days are exhausted, you must use available Personal Days, Floating Holidays and/or vacation days (including borrowing vacation days in advance). If you exhaust all of your Sick Days, Personal Days, Floating Holidays and /or vacation days, then the seven calendar day waiting period will be unpaid.

### ***Employees MMA-Northeast***

The unpaid waiting period for coverage under the STD Benefits Policy is seven calendar days (five consecutive business days), including Saturdays, Sundays and holidays. During this unpaid waiting period, you must use any available accrued Paid Time Off

(PTO). The waiting period is counted from the first day you are absent from work due to a serious health condition.

If you exhaust all of your accrued PTO, then the seven calendar day waiting period will be unpaid.

## Coverage Level and Duration

### ***Employees of Marsh & McLennan Companies, Guy Carpenter, Mercer (other than Mercer Outsourcing) and Oliver Wyman***

The STD Benefits Policy may pay STD Benefits for up to twenty-six weeks for covered absences as follows:

- for up to the first thirteen weeks, 100% of base salary, and
- for up to the next thirteen weeks, 80% of base salary.

### ***Marsh Employees***

The first week of the 26 week STD period is a one-week (7 calendar days or 5 consecutive business days) unpaid period during which you must use any available Sick Days. Once your Sick Days are exhausted, you must use available Personal Days, Floating Holidays and/or vacation days (including borrowing vacation days in advance). If you exhaust all of your Sick Days, Personal Days, Floating Holidays and/or vacation days, then the seven calendar day waiting period will be unpaid. Beginning on the 6<sup>th</sup> consecutive business day of absence (8<sup>th</sup> consecutive calendar day), the STD Benefit will be dependent upon your service. Years of service will be determined based on your most recent hire date. The following chart provides details about the STD benefits.

<b>Years of Service</b>	<b>Coverage Level (% of salary)</b>
Less than 2 years	60% for 25 weeks
2 years to 5 years	70% for 8 weeks; 60% for 17 weeks
5 years and above	80% for 8 weeks; 60% for 17 weeks



### ***Mercer Outsourcing Employees***

The first week of the 26 week STD period is a one-week elimination period (7 calendar days or 5 consecutive business days) during which you must use any available Sick Days. Once your Sick Days are exhausted, you must use available Floating Holidays and/or vacation (including borrowing vacation days in advance). If you exhaust all of your Sick Days, Floating Holidays and/or vacation days, then the seven calendar day waiting period will be unpaid. Beginning on the 6<sup>th</sup> consecutive business day of absence (8<sup>th</sup> consecutive calendar day), the STD Benefit will be dependent upon your service. Years of service will be determined based on your most recent hire date. The following chart provides details about the STD benefits.

<b>Years of Service</b>	<b>Coverage (% of salary)</b>
Less than 5 years	80% for 25 weeks
5 years and above	100% for 12 weeks; 80% for 13 weeks

### ***MMA-Corporate and MMA-Alaska Employees***

The first week of the 26 week STD period is a one-week (7 calendar days or more than 5 consecutive business days) unpaid period during which you must use any available Sick Days. Once your Sick Days are exhausted, you must use available Personal Days, Floating Holidays and/or vacation days (including borrowing vacation days in advance). If you exhaust all of your Sick Days, Personal Days, Floating Holidays and/or vacation days, then the seven calendar day waiting period will be unpaid. Beginning on the 6<sup>th</sup> consecutive business day of absence (8<sup>th</sup> consecutive calendar day), the STD Benefit will be dependent upon your service. Years of service will be determined based on your most recent hire date. The following chart provides details about the STD benefits.

<b>Years of Service</b>	<b>Coverage Level (% of salary)</b>
Less than 2 years	60% for 25 weeks
2 years to 5 years	70% for 8 weeks; 60% for 17 weeks
5 years and above	80% for 8 weeks; 60% for 17 weeks

### ***MMA-Northeast Employees***

The first week of the 26 week STD period is a one-week (7 calendar days or 5 consecutive business days) unpaid period during which you must use any available accrued PTO. If you exhaust all of your accrued PTO, then the seven calendar day waiting period will be unpaid. Beginning on the 6<sup>th</sup> consecutive business day of absence (8<sup>th</sup> consecutive calendar day), the STD Benefit (pre-disability base salary or ABBR for Producers) will be dependent upon your service with MMA-Northeast. The following chart provides details about the STD benefits.

<b>Years of Service</b>	<b>Coverage Level (% of salary or ABBR)</b>
Less than 2 years	60% for 25 weeks

<b>Years of Service</b>	<b>Coverage Level (% of salary or ABBR)</b>
2 years to 5 years	70% for 8 weeks; 60% for 17 weeks
5 years and above	80% for 8 weeks; 60% for 17 weeks

## Actively at Work

In order to be eligible for STD Benefits, you must be at work performing your job responsibilities on the day coverage is scheduled to begin.

If you are not actively at work on the date coverage is scheduled to begin, coverage begins on the date you begin/return to active work. For example, if your eligibility date is June 6, but you are out sick through June 8, coverage begins when you return to active work on June 9.

**Note:** An employee on unpaid FMLA leave to care for a sick family member or to bond with a newborn/adopted child is eligible for STD benefits.

## Qualifying for STD Benefits

You may qualify for STD Benefits if and when all of the following conditions are satisfied:

- you have a non-work-related serious health condition (including pregnancy, mental health and substance abuse conditions),
- you have completed the unpaid waiting period (if applicable),
- you have filed a claim for STD Benefits and submitted all required documentation, including FMLA documentation, in a timely fashion,
- you complied, and continue to comply, with all requests for medical information, including submitting to an independent medical examination, or any other information pertaining to your claim in a timely manner,
- you provided and continue to provide, documentation of your continuing serious health condition when requested, and
- the claim has been approved for STD Benefits by the Claims Administrator through the disability review process.

## Definitions

### Serious Health Condition

An employee may be considered to have a serious health condition (including pregnancy, mental health and substance abuse) if he/she satisfies all of the following conditions:

- he/she is under the regular care of a licensed health care provider who is qualified to treat his/her serious health condition,
- he/she is not engaged in any other occupation or employment, and
- he/she is unable to continuously perform the substantial and material duties of his/her present occupation due to his/her serious health condition, as determined by the Claims Administrator.

### Work-Related and Non-Work Related

A serious health condition is “work-related” if it is:

- proximately caused by the actual performance of the employee’s work assignment, or
- arises out of or in the course of an employee’s employment.

All other serious health conditions are “non-work related.”

## Exclusions

STD Benefits are not paid for:

- work-related injuries or work-related serious health conditions,
- serious health conditions not regularly treated by a licensed health care provider who is qualified to treat those disabilities,
- intentionally self-inflicted injuries,
- serious health conditions due to declared or undeclared act of war, and/or
- serious health conditions due to the commission of a felony by the employee.

## Filing a Claim

### *Mandatory Claim Filing Process*

An employee who will be or has been absent from work due to a qualifying serious health condition for more than seven consecutive calendar days is required to file a claim for STD Benefits.

The filing of a claim is handled in two parts under the terms of the STD Benefits Policy. The Marsh & McLennan Companies Leave Management Team is responsible for determining whether an employee is eligible to participate in the STD Benefits Policy. Employees should refer to the “Participating in the STD Benefits Policy” sub-section to

view the “Definition of an Eligible Employee” under the terms of the STD Benefits Policy. If it is determined that an employee is eligible to participate in the STD Benefits Policy, then the Marsh & McLennan Companies Leave Management Team will forward all necessary documentation to The Hartford-Comprehensive Employee Benefit Services Company (“The Hartford”).

Marsh & McLennan Companies has engaged The Hartford as its Claims Administrator and, in that role, The Hartford is responsible for making any other determination not within the responsibility of the Marsh & McLennan Companies Leave Management Team (as described above), including determining if an employee has a serious health condition, the duration of the benefits as a result of a serious health condition, and whether the employee qualifies to receive benefits under the STD Benefits Policy.

To initiate the claim filing process, you should contact the Marsh & McLennan Companies Leave Management Team at +1 866 374 2662.

You will be connected with a representative of the Marsh & McLennan Companies Leave Management Team. The Marsh & McLennan Companies Leave Management Team is available Monday through Friday from 9:00 a.m. to 5:00 p.m., Eastern time. You should contact the Leave Management Team before an anticipated STD-qualifying absence serious health condition begins (e.g., pregnancy, planned medical procedure), or as soon as you know or reasonably expect that your absence due to a serious health condition may last more than seven calendar days.

The Marsh & McLennan Companies Leave Management representative will overnight a package of information to your home containing the documents that you and your health care provider must complete, including a Request for Short Term Disability Review Form. If you do not submit the Request for Short Term Disability Review Form and supporting documentation within 15 calendar days of the date you received the package, you will immediately be placed on unpaid leave of absence if you have not yet returned to work. You will be notified in writing by Marsh & McLennan Companies Leave Management that your documentation was not received, and will be given one additional week to either submit the appropriate documentation or return to work. If you fail to submit the required documentation by the end of the one-week period or do not return to work, this will be treated as your voluntary resignation and your employment will be terminated for voluntary resignation. In addition, if you have been paid for time you were absent from work that was not approved by the Claims Administrator, you will be required to repay these funds; the Marsh & McLennan Companies Leave Management Team will apply any accrued unused paid time (e.g., vacation, Floating Holidays, Personal Days, PTO) to offset this overpayment.

You are responsible for any costs you may incur to qualify, or continue to qualify, for STD Benefits. Some examples include costs associated with exams or visits to a health care provider, providing medical records, and/or completing required paperwork.

## Disability Review Process

If the Marsh & McLennan Companies Leave Management Team determines that you are eligible to participate in the STD Benefits Policy (as described under “Filing a Claim”), they will forward all necessary documentation to the Claims Administrator, The Hartford, to make all other determinations including the determination whether you have a serious health condition, the duration of the benefits as a result of a serious health condition and whether you qualify to receive benefits under the STD Benefits Policy. The details of this process are described below.

An Ability Analyst and, when appropriate, a Clinical Case Manager, at the Claims Administrator will review the medical information provided by your health care provider and your job duties and, based on this information, will determine whether you meet the requirements for STD Benefits. Your health care provider must be qualified to treat your serious health condition.

The Claims Administrator will review the claim throughout the period that you are absent from work due to your serious health condition and will, when appropriate, periodically check with you and your health care provider to see how you are progressing. Your health care provider may be asked to complete an Attending Physician’s Statement issued by the Claims Administrator and/or the health care provider may be asked to speak with a representative of the Claims Administrator.

From time to time, the Claims Administrator may request information from you and/or your health care provider concerning your serious health condition. If such information is not provided in the time frame set by the Claims Administrator, you will be notified in writing by Marsh & McLennan Companies Leave Management that your documentation was not received, and will be given seven calendar days to either submit the appropriate documentation or return to work. If you fail to submit the required documentation by the end of the seventh calendar day or return to work, you will be deemed to have voluntarily resigned your employment, and Marsh & McLennan Companies will treat you accordingly. In addition, if you have been paid for time you were absent from work that was not approved by the Claims Administrator, you will be required to repay these funds; Marsh & McLennan Companies will apply any accrued unused paid time (e.g., vacation, Floating Holidays, Personal Days, PTO) to offset this overpayment.

As the claim progresses, the Claims Administrator may adjust the anticipated return-to-work date or consider modified work hours or duties.

## Payment Information

This section provides information related to the payment of STD Benefits.

### Initiation of Payments

If you are determined to be eligible to participate, are determined to have a serious health condition that has qualified and been approved for STD Benefits, and have completed the unpaid waiting period (if applicable), payment of STD Benefits will begin.

## Method of Payments

STD Benefits are paid through the Payroll Department using your selected method of payment (i.e., direct deposit or live check); your current deductions and elections will remain the same.

**Note:** Employees can make modifications to their method of receiving payment (e.g., change from a live check to direct deposit) while out on STD, but cannot change their benefit elections or deductions unless they have a qualified family status change.

## Taxes on STD Benefits

STD Benefits received under the STD Benefits Policy are taxable income, and are reported for federal, state, local (if any), and FICA tax purposes. The Payroll Department will withhold taxes on these payments according to the W-4 Form on file at the time payments begin, and the STD income will be reported on your annual W-2 Form.

## Effect on Other Benefits

While you are receiving STD Benefits, all other Marsh & McLennan Companies benefits in which you are enrolled will continue, and any before-tax and/or after-tax contributions you usually pay may be deducted from your STD Benefits assuming you have sufficient remaining income after federal, state and local taxes have been deducted.

## Merit Increases

If you are out on STD leave as of the effective date of any annual merit increase, you will not receive the increase until your return to work at the end of your STD leave, at which time the increase will be retroactive to the normal effective date of the increase. If you are out on approved STD leave for the full 26-week period and do not return to work at the end of that time, you will not receive any merit increase.

## Termination of Payments

Payment of STD Benefits will end once you no longer qualify for STD Benefits. For example, STD Benefits will end on the earliest of the following events:

- you no longer have a serious health condition that prevents you from performing the substantial and material duties of the job as determined by the Claims Administrator,
- you fail to submit to a required medical exam within requested time frames, and/or
- you fail to submit continuing proof of your serious health condition, such as medical records, within the requested time frames.

Similarly, payment of STD Benefits may end for other reasons as well. For example, STD Benefits will end on the earliest of the following events:

- you no longer meet the eligibility requirements,
- you die,

- you have exhausted your STD Benefits as you have been out receiving STD Benefits for a qualifying serious health condition for the full 26 weeks of coverage, or
- you refuse to return to work under accommodations made available by your employer.

## **Additional Periods of Disability**

The maximum 25- or 26-week STD Benefits Policy period applies to each continuous period you have a qualifying serious health condition. The following explains how periods of time that you have a qualifying serious health condition are counted and what happens if you return to work and then are absent again due to the same or related serious health condition or an unrelated serious health condition as determined by the Claims Administrator.

### **Modified Work Schedule**

If you are approved to return to work by the Claims Administrator on a modified/reduced work schedule, each day of part-time work, regardless of the number of hours, will be counted as actual hours not worked under the STD Benefits Policy. If the schedule cannot be accommodated by the business, you will remain on normal STD Benefits.

### **Recurring Disabilities**

#### ***Absences Due to the Same or Related Causes***

If you return to work and then are absent again due to the same and/or a related serious health condition, the amount of time you have been back at work determines whether the later absence is counted as part of the same STD absence or a new STD absence, subject to approval by the Claims Administrator.

#### ***Recurrence within 26 Weeks of Return to Work***

If you return to work and then are absent again due to the same or a related serious health condition within 26 weeks of your return to work, the absence will be treated as one continuous period of disability. This means any remaining STD Benefits can begin immediately, without an unpaid waiting period, at the level of STD Benefits to which you are entitled, subject to approval by the Claims Administrator.

If you return to work and then are absent again due to the same or a related serious health condition within 26 weeks of your return to work, but you had already used all of your 25 or 26 weeks of STD Benefits (depending on the Operating Company), you will not be eligible for any additional STD Benefits and will have to apply for Long Term Disability benefits.

#### ***Recurrence More Than 26 Weeks After Return to Work***

If you return to work for 26 weeks or longer, an absence due to the same or a related serious health condition will be treated as a new STD event. For example, if you had been absent from work for exactly 8 weeks following surgery, returned to work for 28 weeks and then were absent again due to complications from the surgery, the new

absence would be considered a new STD event and a new period of disability. You would have to satisfy the unpaid waiting period and have the absence approved by the Claims Administrator in order to be eligible for STD Benefits.

### ***Absence Due to New Serious Health Condition Before You Return to Work***

If you are out on approved STD absence and suffer from a second and unrelated serious health condition before returning to work from the first serious health condition, the entire absence is treated as one STD leave for which you can receive up to 25 or 26 weeks of STD Benefits (depending on the Operating Company) related to the new serious health condition.

### ***Absence Due to New Serious Health Condition After You Return to Work***

If you return to work and are absent again due to a new serious health condition, you are immediately eligible to apply for STD Benefits of up to 26 weeks related to the new serious health condition and will be subject to the 7-day unpaid waiting period.

**In all cases, you must satisfy the eligibility requirements and qualifications for STD Benefits, and your claim must always be approved by the Claims Administrator.**

## **Federal and State Family and/or Medical Leave Laws**

Employees who are applying for STD Benefits will also be required to comply with applicable federal and state family and/or medical leave laws. Additional details regarding leave laws are contained in the Employee Handbook for each Operating Company.

## **Returning to Work**

The Claims Administrator will notify you of the date that you are estimated to return to work based on the medical information provided. Once you receive this notification, you must have your health care provider complete the Return to Work form supplied to you with your initial application paperwork. The completed Return to Work form must be returned to the Marsh & McLennan Companies Leave Management Team on or before your return to work date. You must also contact your manager and inform him/her of the return to work date.

## **Contact with Manager**

If you are absent on approved STD leave, you must contact your manager every week during business hours to update the manager of your status and intent to return to work.



## Subrogation

To the maximum extent permitted by law, Marsh & McLennan Companies 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 STD Benefits Policy. This will include, but is not limited to, damages for pain and suffering and lost income.

Marsh & McLennan Companies 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 plus costs of recovery. Marsh & McLennan Companies has a priority interest in 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 STD Benefits Policy, you agree that:

- you will promptly notify Marsh & McLennan Companies 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 STD Benefits Policy, 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 Marsh & McLennan Companies would be entitled to under the rules above but is unable to recover.

## Overpayment

If you receive an erroneous or excess STD benefit payment, Marsh & McLennan Companies is entitled to take action to correct the error. To the extent permitted by applicable law, you will be required to repay these funds. The Marsh & McLennan Companies Leave Management Team will apply any accrued unused paid time (e.g., vacation, Floating Holidays, Personal Days, PTO) to offset this overpayment. The recovery of the overpayment may be made by arranging for repayment by you or via a promissory note.

## Denial of a Claim

As noted under "Qualifying for STD Benefits", an employee must be both eligible to participate in the STD Benefits Policy as determined by the Marsh & McLennan Companies Leave Management Team and have a serious health condition that qualifies to receive benefits in the STD Benefits Policy as determined by The Hartford as the Claims Administrator.

## Eligibility to Participate and Procedural Step Appeals

If you disagree with the determination as to whether you come within the definition of an eligible employee, or the determination as to whether you satisfy an eligibility date requirement or otherwise complied with the mandatory claim filing process as described in the STD Benefits Policy, you must appeal to the Plan Administrator in writing within 30 calendar days of the Plan Administrator's determination. The Plan Administrator's decisions on any STD Benefits Policy matter related to the interpretation of who is an "eligible employee", or whether eligibility date requirements and/or the mandatory claim filing process has been complied with will be final, binding and conclusive with respect to all interested persons.

### For Eligibility to Participate and Procedural Step Appeals contact:

Global Benefits Department  
Marsh & McLennan Companies, Inc.  
121 River Street – 6<sup>th</sup> Floor  
Hoboken, NJ 07030

You will be advised of the appeal decision, when practicable, in writing, by the Plan Administrator within 90 days of the appeal request. The Plan Administrator's decision on any Plan Administrator appeal (as described above) will be final, binding and conclusive with respect to all interested persons.

## Claims Administrator Appeal

For all other matters not covered by the Plan Administrator Appeal process described above, including if you disagree with the Claims Administrator's determination as to whether you have a serious health condition, the duration of the benefits as a result of a serious health condition, whether you qualify to receive benefits under the STD Benefits Policy, or regarding the Claims Administrator's disability review process (as described in this policy), you must appeal the Claim Administrator's determination in writing to the Claims Administrator within 30 calendar days of the Claims Administrator's determination.

### The written appeal should be sent to:

The Harford-Comprehensive Employee Benefit Services Company  
Maitland Claim Appeal Unit  
P.O. Box 946710  
Maitland, FL 32794

You may submit any additional clinical information from your health care provider as part of the appeal request. The Claims Administrator will review the original determination of STD Benefits eligibility and confirm or modify the determination.

You will be advised of the appeal decision, when practicable, both verbally and in writing, by the Claims Administrator's Appeal Coordinator within 60 days of the appeal request. The Claims Administrator's decision on any Claims Administrator appeal (as

described above) will be final, binding and conclusive with respect to all interested persons.

If the original period of approved STD Benefits ends during the appeal process, STD Benefits will cease and you will be placed on an unpaid leave pending the appeal process.

If your appeal is approved, you will receive STD Benefits retroactively for the period approved by the Claims Administrator for which you have not yet been paid.

If your appeal is denied, you will be notified in writing by Marsh & McLennan Companies Leave Management that your appeal was denied, and will be given one additional week to return to work. If you fail to return to work, you will be deemed to have voluntarily resigned your employment, and Marsh & McLennan Companies will treat you accordingly. In addition, if you have been paid for time you were absent from work that was not approved by the Claims Administrator, you will be required to repay these funds; Marsh & McLennan Companies will apply any accrued unused paid time (e.g., vacation, Floating Holidays, Personal Days, PTO) to offset this overpayment.

## **Amendment or Termination of This STD Policy**

Marsh & McLennan Companies reserves the right to amend or terminate this STD Benefits Policy, and/or to alter, reduce or eliminate any pay practice, policy or benefit, in whole or in part, with or without advance notice; provided, however, any eligible employee receiving benefits at the time of any such amendment or termination will continue to receive such benefits until he/she returns to work or has exhausted the 26-week benefit period.