

Benefits Handbook Date November 1, 2017

# Short Term Disability Benefits Payroll Policy Marsh & McLennan Companies



# Short Term Disability Benefits Payroll Policy

*Marsh & McLennan Companies, Inc. provides salary continuation through the Short Term Disability (STD) Benefits Payroll Policy. Under the STD Benefits Payroll Policy, an employee may receive replacement income based on a percentage of their base salary for a period of absence of up to 26 weeks due to a qualifying serious health condition.*

This section provides a summary of the STD Benefits Payroll Policy in effect as of January 1, 2017.

*Coverage under the STD Benefits Payroll Policy automatically begins on the date an eligible employee meets the eligibility requirements.*

The STD Benefits Payroll Policy is not governed by the Employee Retirement Income Security Act of 1974 (ERISA). Thus, ERISA requirements including 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 Benefits 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 Benefits Payroll Policy that term should be replaced with the term STD Benefits Payroll 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 Benefits Payroll Policy and its administrative rules.

## Contents

<b>Participating in the STD Benefits Payroll Policy</b> .....	<b>1</b>
Eligible Employees .....	1
Eligibility Date .....	1
When Coverage Starts and Ends .....	2
Enrollment .....	2
Cost of Coverage .....	2
<b>Duration and Coverage Level of STD Benefits</b> .....	<b>2</b>
Elimination Period .....	3
Coverage Level and Duration .....	4
Actively-At-Work .....	5
<b>Qualifying for STD Benefits</b> .....	<b>5</b>
Serious Health Condition .....	6
Exclusions .....	6
Filing a Claim .....	6
Disability Review Process .....	8
<b>Payment Information</b> .....	<b>9</b>
Initiation of Payments .....	9
Method of Payments .....	9
Taxes on STD Benefits .....	9
Effect on Other Benefits .....	9
Merit Increases .....	9
Company Holidays .....	9
Termination of Payments .....	10
<b>Additional Periods of Disability</b> .....	<b>10</b>
Modified Work Schedule .....	10
Recurring Disabilities .....	10
<b>Federal, State and Local Family &amp; Medical Leave Laws</b> .....	<b>12</b>
<b>Returning to Work</b> .....	<b>12</b>
<b>Contact with Manager</b> .....	<b>12</b>
<b>Subrogation</b> .....	<b>12</b>
<b>Overpayment</b> .....	<b>13</b>
<b>Denial of a Claim</b> .....	<b>13</b>
Eligibility to Participate and Procedural Step Appeals .....	13
Claims Administrator Appeal .....	14
<b>Amendment or Termination of This STD Benefits Payroll Policy</b> .....	<b>15</b>

## Participating in the STD Benefits Payroll Policy

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

### Eligible Employees

#### ***Employees of Marsh & McLennan Companies, Marsh, Guy Carpenter, Mercer Health & Benefits Administration (formerly Mercer Outsourcing), Mercer and Oliver Wyman***

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

Individuals who are classified on payroll as temporary employees or who are compensated as independent contractors are not eligible to participate except as may be required by state law.

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

Marsh & McLennan Agency LLC (MMA) is excluded other than employees classified on payroll as US regular employees of Marsh & McLennan Agency LLC – Corporate (MMA-Corporate), Marsh & McLennan Agency LLC – Northeast (MMA-Northeast), Marsh & McLennan Agency LLC – Alaska (MMA-Alaska).

Individuals who are classified on payroll as temporary employees, are compensated as independent contractors or are classified as part-time regular who work a variable schedule are not eligible to participate except as may be required by state law.

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

An employee is **not** eligible for the STD Benefits Payroll 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

Employees are covered under the STD Benefits Payroll Policy on the first day they are Actively-At-Work.

## 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 the STD Benefits Payroll Policy will continue until the earliest of the following:

- the date of your death
- the date the STD Benefits Payroll Policy is terminated
- the date you commence an unpaid personal leave of absence that is not covered by the federal Family and Medical Act or comparable state or local statute
- 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 Payroll 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 Payroll 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 and 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 Payroll Policy are offset (reduced) by disability income you may receive from any of the following sources:

- federal, state and local government disability benefits
- Social Security disability income;
- benefit payments from Marsh & McLennan Companies' US Retirement Plan or the retirement plan of any of its subsidiaries;
- other income replacement payments as a result of your disability;
- another employer's disability income payment;

- no-fault automobile insurance; and/or
- 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 Payroll Policy.

## Elimination Period

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

The Elimination Period is the unpaid waiting period for coverage under the STD Benefits Payroll Policy, and lasts five (5) consecutive business days (seven (7) consecutive calendar days, including Saturdays, Sundays and holidays). The Elimination Period is counted from the first day you are absent from work due to a serious health condition.

During this unpaid waiting period, you must use any available Sick Days. Once your Sick Days are exhausted, you must use all available Personal Days, Floating Holidays and/or vacation days (including borrowing vacation days in advance). Once all paid entitlements have been used, the Elimination Period will be unpaid.

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

The Elimination Period is the unpaid waiting period for coverage under the STD Benefits Payroll Policy, and lasts five (5) consecutive business days (seven (7) consecutive calendar days, including Saturdays, Sundays and holidays). The Elimination Period is counted from the first day you are absent from work due to a serious health condition.

During this unpaid waiting period, you must use any available Sick Days. Once your Sick Days are exhausted, you must use all available Personal Days, Floating Holidays and/or vacation days (including borrowing vacation days in advance). Once all paid entitlements have been used, the Elimination Period will be unpaid.

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

The Elimination Period is the unpaid waiting period for coverage under the STD Benefits Payroll Policy, and lasts five (5) consecutive business days (seven (7) consecutive calendar days, including Saturdays, Sundays and holidays). The Elimination Period is counted from the first day you are absent from work due to a serious health condition.

During this unpaid waiting period, you must use any available accrued Paid Time Off (PTO) and Floating Holidays. Once all paid entitlements have been used, the Elimination Period will be unpaid.

## Coverage Level and Duration

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

The first week of the 26 week STD period is the Elimination Period described above. Beginning on the 6<sup>th</sup> consecutive business day of absence (8<sup>th</sup> consecutive calendar day of absence including Saturdays, Sundays and holidays), the STD Benefit may be paid, and the amount will be dependent upon your years of service. Years of service will be determined based on your most recent hire date\*. The following chart provides details about the STD benefits.

Hire Date	Elimination Period	Weeks 2 - 13	Weeks 14 - 26
Less than 2 years of service	Unpaid	80% of salary	80% of salary
2 or more years of service	Unpaid	100% of salary	80% of salary

\* If you are an acquired employee, your service will be determined in accordance with the vesting rules provided in the purchase agreement for the acquisition.

### ***Employees of Oliver Wyman***

The first week of the 26 week STD period is the Elimination Period described above. Beginning on the 6<sup>th</sup> consecutive business day of absence (8<sup>th</sup> consecutive calendar day of absence including Saturdays, Sundays and holidays), the STD Benefit may be paid as follows:

Elimination Period	Weeks 2 - 13	Weeks 14 - 26
Unpaid	100% of salary	80% of salary

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

The first week of the 26 week STD period is the Elimination Period as described above. Beginning on the 6<sup>th</sup> consecutive business day of absence (8<sup>th</sup> consecutive calendar day of absence including Saturdays, Sundays and holidays), the STD Benefit may be paid, and will be dependent upon your years of service. Years of service will be determined based on your most recent hire date\*. The following chart provides details about the STD benefits.

Hire Date	Elimination Period	Weeks 2 - 13	Weeks 14 - 26
Less than 2 years of service	Unpaid	80% of salary	80% of salary
2 or more years of service	Unpaid	100% of salary	80% of salary

\* If you are an acquired employee, your service will be determined in accordance with the vesting rules provided in the purchase agreement for the acquisition.

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

The first week of the 26 week STD period is the Elimination Period described above. Beginning on the 6<sup>th</sup> consecutive business day of absence (8<sup>th</sup> consecutive calendar day of absence including Saturdays, Sundays and holidays), the STD Benefit (pre-disability base salary or ABBR for Producers) may be paid, and will be dependent upon your years of service. Years of service will be determined based on your most recent hire date\*. The following chart provides details about the STD benefits.

Hire Date	Elimination Period	Weeks 2 - 13	Weeks 14 - 26
Less than 2 years of service	Unpaid	80% of salary or ABBR	80% of salary or ABBR
2 or more years of service	Unpaid	100% of salary or ABBR	80% of salary or ABBR

\* If you are an acquired employee, your service will be determined in accordance with the vesting rules provided in the purchase agreement for the acquisition.

## **Actively-At-Work**

In order to be eligible for STD Benefits, you must be actively 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.

If you are on an Unpaid Personal Leave, you are not considered to be Actively-at-Work. However, if you are on an approved FMLA leave, even if you are concurrently on an Unpaid Personal Leave, you are 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),
- any applicable Elimination Period has passed,
- 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 providing any other information pertaining to your claim in a timely manner,



- you provided and continue to provide, documentation of a continuing serious health condition when requested, and
- the claim has been approved for STD Benefits by the Claims Administrator through the disability review process.

## 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.

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.

## Exclusions

STD Benefits are not paid for:

- work-related injuries or work-related serious health conditions,
- serious health conditions that are 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 has been or will be absent from work due to a qualifying serious health condition for more than five (5) consecutive business days (seven (7) consecutive calendar days, including Saturdays, Sundays and holidays) is required to file a claim for STD Benefits.

The filing of a claim is handled by two groups: the Marsh & McLennan Companies Leave Management Team (Leave Management) and an external Claims Administrator, The Hartford Life Insurance Company (The Hartford).

Leave Management is responsible for determining whether an employee is eligible to participate in the STD Benefits Payroll Policy. Employees should refer to the “Participating in the STD Benefits Payroll Policy” sub-section to view the “Definition of an Eligible Employee” under the terms of the STD Benefits Payroll Policy. If it is determined that an employee is eligible to participate in the STD Benefits Payroll Policy, Leave Management will direct the employee to 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 Leave Management as described above, including determining if an employee has a serious health condition, whether the employee qualifies to receive benefits under the STD Benefits Payroll Policy and the duration of any STD benefits.

To initiate the claim filing process, you should contact the Leave Management Team at +1 866 374 2662, Monday through Friday, from 9:00 a.m. to 5:00 p.m., Eastern Time. You should contact Leave Management before an anticipated STD-qualifying absence begins (e.g., pregnancy, planned medical procedure), or as soon as you know or reasonably could expect that your absence due to a serious health condition may last more than five (5) consecutive business days (seven (7) consecutive calendar days, including Saturdays, Sundays and holidays). Each employee’s STD claim will be assigned to a Leave Management representative.

The Leave Management representative will connect you to The Hartford’s telephonic intake department to initiate an STD claim. The Hartford telephonic intake team is available Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time.

The Leave Management representative will send an overnight package to your home; this package contains the documents that you must complete or that you must have your health care provider complete to initiate an STD claim. These documents must be returned to The Hartford within 15 calendar days of receipt. Note that an employee’s health care provider must be qualified to treat the serious health condition at issue.

Leave Management and The Hartford will notify you in writing if your documentation either (a) was not received with the 15-day period, or (b) was insufficient to make a determination. You will have one (1) 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, your employment will be terminated and treated as a voluntary resignation.

If you and your health care provider do not provide The Hartford with the requested information within the appropriate time frame and you have not yet returned to work, Leave Management will apply any paid entitlements (e.g., vacation, PTO, Sick Days) to cover your absence, and if/when you do not have any available paid entitlements, you

will not be paid for any time you are out of work. If The Hartford received the requested information and issues a determination of eligibility for benefits, you will be paid STD benefits, and any paid entitlements used to cover that period will be reinstated. If STD benefits are not approved by The Hartford, Leave Management will apply any accrued unused paid time off (e.g., vacation, PTO, Sick Days) to offset this overpayment and you will be required to repay any remaining overpayment.

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

## Disability Review Process

Once Leave Management determines that you are eligible to participate in the STD Benefits Payroll Policy (as described under “Filing a Claim”), the Leave Management representative sends you the appropriate documents for you and your health care provider to complete, and then you send all necessary documentation to The Hartford at the address noted in the documents. The Hartford makes all other determinations including the determination whether you have a serious health condition, whether you qualify to receive benefits under the STD Benefits Payroll Policy and the duration of STD benefits. The details of this process are described below.

An Ability Analyst and, when appropriate, a Clinical Case Manager, at The Hartford (Claims Representative) will review the medical information provided by your health care provider in light of your job duties to determine whether the claim meets the requirements for STD Benefits.

The Claims Representative will review the claim throughout the time out of work for a serious health condition and will, when appropriate, periodically check with you and/or your health care provider to assess progress. Your health care provider may be asked to complete an Attending Physician’s Statement issued by The Hartford and/or the health care provider may be asked to speak with a representative of The Hartford.

If the Claims Representative’s request for information from you and/or your health care provider concerning your serious health condition at issue is not satisfied in the time frame set by the Claims Representative, Leave Management will inform you in writing that your documentation was not received. You will have seven (7) calendar days to either submit the appropriate documentation or return to work. If neither of this occurs, you will be deemed to have voluntarily resigned your employment, and will be treated accordingly. In addition, if you have been paid for time out of work that was not approved by the Claims Representative, Leave Management will apply any accrued unused paid time (e.g., vacation, PTO, Sick Days) to offset this overpayment and you will be required to repay any remaining overpayment.

As the claim progresses, the Claims Representative 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

Payment of STD Benefits will begin when the following conditions have been met:

- Leave Management determines you are eligible to participate in the STD Benefits Payroll Policy;
- The Claims Administrator determines that you have a serious health condition and approves payment of STD benefits; and
- You have completed any applicable Elimination Period.

### Method of Payments

STD Benefits are paid through Payroll using your selected method of payment of your regular pay check (i.e., direct deposit or live check); your current deductions and benefit 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 payroll deductions unless they have a qualified life event change. Refer to the *Life Events* and *Work Events* sections of the Benefits Handbook.

### Taxes on STD Benefits

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

### Company Holidays

If a Company Holiday falls while you are on a STD leave, you will not receive Company Holiday pay for that day.

## 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 all of your STD Benefits because you have been receiving STD Benefits for a qualifying serious health condition for the full 26 weeks of coverage, and/or
- you refuse to return to work under accommodations made available by the Company.

## Additional Periods of Disability

The maximum 26-week STD Benefits Payroll Policy period applies to each continuous period of qualifying serious health condition. The following explains how periods of time out of work for qualifying serious health condition are counted and what happens if you return to work and then are absent again due to either the same or related serious health condition or due to 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 a full day of disability under the STD Benefits Payroll Policy. If the schedule cannot be accommodated by the business, you will remain on normal STD Benefits.

## Recurring Disabilities

In all of the various scenarios described, you must satisfy the eligibility requirements and qualifications for STD benefits, and the claim must always be approved by the Claims Administrator.

### ***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 (182 days) of your return to work, the absence will be treated as one (1) continuous period of disability. This means any remaining STD Benefits can begin immediately, without an applicable Elimination 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 (182 days) of your return to work, but you had already used all of 26 weeks of STD Benefits, 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 (182 days) 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 eight (8) weeks following surgery, returned to work for twenty-eight (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 STD. You would have to satisfy any applicable Elimination 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 (1) STD leave for which you can receive up to 26 weeks of STD Benefits related to both conditions.

### ***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 any applicable Elimination Period.

## Federal, State and Local Family & 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.

Leave Management reviews all Family Medical Leave Act leaves for eligibility and qualification purposes.

## Returning to Work

The Claims Representative will provide you with an estimated to return to work date based on the medical information provided by your health care provider. Once you receive this notification, you must have your health care provider complete the Return to Work form supplied by Leave Management in the initial application paperwork. The completed Return to Work form must be returned to Leave Management on or before your return to work date, and you may not return to work without providing this form to Leave Management. If you have been cleared to return to work but cannot return because you have not provided a Return to Work form to Leave Management, you will need to use paid entitlements (e.g., vacation, PTO, Sick Days) to cover that day.

If you are unable to return to work on the expected work day, you must notify Hartford as soon as you are aware. The Hartford may require additional medical information to support an extension.

In addition, you must also contact your manager in advance to inform him/her of the return to work date.

## Contact with Manager

If you are absent on approved STD/FMLA leave, you must contact your manager every week during business hours to provide an update of your status and intent to return to work, unless you and your supervisor have agreed to an alternative contact schedule.

## 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 Payroll 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 Payroll Policy, you agree that:

- you will promptly notify Leave Management 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 Payroll 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. Leave Management will apply any accrued unused paid time off (e.g., vacation, PTO, Sick Days) to offset this overpayment. Alternatively, the recovery of the overpayment may be made by arranging for repayment by you in full or with 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 Payroll Policy as determined by the Marsh & McLennan Companies Leave Management Team and have a serious health condition that qualifies to receive benefits under the STD Benefits Payroll 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 Payroll 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 Payroll 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 – 3<sup>rd</sup> Floor  
Hoboken, NJ 07030

You will be advised of the appeal decision 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 Payroll 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. Appeal request received after 30 days will not be considered.

### **The written appeal should be sent to:**

The Harford Life Insurance Company  
Appeals Unit  
P.O. Box 14087  
Lexington, KY 40512-4087

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, 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 status 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 the Claims Administrator that your appeal was denied, and will be given one (1) 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 the termination accordingly. In addition, if you have been paid for time out of work that was not approved by the Claims Administrator, Leave Management will apply any accrued unused paid time off

(e.g., vacation, PTO, Sick Days) to offset this overpayment and you will be required to repay any remaining overpayment.

## Amendment or Termination of This STD Benefits Payroll Policy

Marsh & McLennan Companies reserves the right to amend or terminate this STD Benefits Payroll 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.