

Benefits Handbook Date September 1, 2019

Retiree Reimbursement Account Plan

Marsh & McLennan Companies



Retiree Reimbursement Account (RRA) Plan

A Retiree Reimbursement Account (RRA) is a notional account established for certain Medicare-eligible retirees and/or their Medicare-eligible family members, each of whom meet the eligibility requirements. An RRA is governed by IRS rules which allow the amounts credited to an RRA to be used toward certain eligible healthcare expenses (for example, monthly premiums and other eligible out-of-pocket expenses including co-pays, coinsurance, deductibles, and Medicare Part B and Part D premiums).

Note: *The RRA was terminated on December 31, 2016. Consequently, there are no notional credits to the RRAs beyond December 31, 2016.*

Participants will, however, have until June 30, 2017 to submit eligible healthcare expenses for reimbursement that were incurred during the 2016 plan year. You may continue to participate in the healthcare insurance option(s) offered through Mercer Marketplace Retiree. If you have any questions, please log on to www.retiree.mercermarketplace.com or contact Mercer Marketplace Retiree at +1 800 553 4958.

SPD and Plan Document

This section provides a summary of the Retiree Reimbursement Account Plan ("Plan") as of December 31, 2016.

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

While this Plan is generally covered by the Employee Retirement Income Security Act of 1974 (ERISA), a federal law that governs employer-sponsored plans, certain parts of ERISA do not apply to this Plan because of its status as a retiree-only plan. Your ERISA rights in connection with this Plan are detailed in the *Administrative Information* section.

Contents

The RRA Plan at a Glance	1
Participating in the RRA Plan.....	1
Eligibility	2
When Participation Begins	3
When Participation Ends	4
How the RRA Plan Works	5
Using the Benefit Dollars in your RRA.....	8
Required Information for Filing a Claim for Reimbursement of Eligible Healthcare Expenses	11
Claim for Reimbursement Denials and Appeals.....	11
What's Not Covered	13
Glossary	13

The RRA Plan at a Glance

Plan Feature	Highlights
Eligibility	<ul style="list-style-type: none"> ▪ Medicare-eligible retirees and their Medicare-eligible spouses or domestic partners who meet the RRA Plan eligibility criteria, including enrolling in healthcare coverage through Mercer Marketplace Retiree. ▪ See “Eligibility” on page 2 for details.
How the RRA Plan Works	<ul style="list-style-type: none"> ▪ Marsh & McLennan Companies, Inc. (Company) credits BENEFIT DOLLARS to an RRA that can be used toward ELIGIBLE HEALTHCARE EXPENSES, such as premium payments and other eligible out-of-pocket expenses, such as co-pays and coinsurance. ▪ The amount credited to the notional account varies depending on the Retiree Category (as defined by the Company) that applies to you and/or your spouse/domestic partner. See “How the RRA Plan Works” on page 5 for details. ▪ The Company credits benefit dollars to the RRA as of the first of each calendar year. The annual amount credited to the notional account is pro-rated for individuals who become eligible during the calendar year. ▪ You can be reimbursed up to the amount credited to the notional account for eligible healthcare expenses. ▪ Unused amounts in the RRA will not rollover to the next year. You and/or your spouse/domestic partner have until June 30th of the following year to submit claims for reimbursement for eligible healthcare expenses incurred (generally for services received) in the previous calendar year. ▪ The Company reserves the right to change the notional dollar amount of any applicable credit of Benefit Dollars (including whether that amount will be zero). ▪ The RRA is administered by Mercer Marketplace Retiree.
Contact Information	<p>CLAIMS ADMINISTRATOR Mercer Marketplace Retiree One Investors Way Norwood MA 02062 USA Phone: +1 800 553 4958 Fax: +1 857 362 2999 Website: www.retiree.mercermarketplace.com</p> <p>The Company does not adjudicate claims for reimbursement of eligible healthcare expenses under the RRA.</p>

Participating in the RRA Plan

You, as the retiree, and/or your spouse/domestic partner are eligible to participate in the RRA Plan if you and/or your spouse/domestic partner meet the eligibility requirements, including enrolling in healthcare coverage through Mercer Marketplace Retiree.

Eligibility

In order to be eligible for an RRA, you, as the retiree, and/or your spouse/domestic partner must:

1. be MEDICARE-eligible; and
2. enroll in an individual healthcare insurance coverage option (any combination of medical, prescription drug, dental, and/or vision) through the Mercer Marketplace Retiree within 63 days after becoming initially eligible. Each covered individual makes his or her own choice regarding what, if any, Mercer Marketplace Retiree healthcare insurance coverage he or she needs.

Additionally, you, as the retiree, must:

3. have been a US regular employee of the Company or any subsidiary or affiliate of the Company, (other than (i) Marsh & McLennan Agency, LLC and any of its subsidiaries and generally, either (ii) Marsh ClearSight LLC (formerly CS STARS, LLC), (iii) Mercer Human Resources Services (now referred to as Mercer Outsourcing) or (iv) Mercer System Services LLC) who terminated employment at age 55 or older with at least five years vesting service, or at age 65 or older with at least one year of vesting service; (v) Mercer PeoplePro
4. be in one of the Retiree Categories outlined in the table included under “How the RRA Plan Works” on page 5; and
5. satisfy one of the following criteria:
 - a. If you were a Marsh & McLennan Companies Comprehensive Medical Plan (CMP) participant as of December 31, 2014, you must have been receiving a CMP contribution subsidy from the Company in 2014.
 - b. If you were not a CMP participant as of December 31, 2014 and are a current active employee of the Company, you must have been actively employed by the Company or one of its participating subsidiaries as of December 31, 2005 and had, as of that date, either attained age 45 or completed at least 15 years of vesting service.
 - c. If you were not a CMP participant as of December 31, 2014 and are a current active employee of the Company, you must be identified in the Company's records as an employee who, in conjunction with a business reorganization in which the affected employees would no longer be working for an employer participating in PRE-65 RETIREE MEDICAL COVERAGE, retained eligibility for Pre-65 Retiree Medical Coverage provided that you remained employed within the Company's controlled group of companies.
 - d. If you are a current retiree who met the requirements set forth in subsection 5.b). or 5.c). above at the time you deferred participation in the Pre-65 Retiree Medical Coverage, you must satisfy the eligibility requirements and elect to participate in the RRA no later than when you first become eligible for Medicare.

When Participation Begins

Your or your spouse/domestic partner's participation in the RRA Plan begins on the first of the month in which you satisfy the eligibility requirements.

Does the Company sponsor traditional retiree healthcare coverage for Medicare-eligible former employees and their eligible family members?

No, the Company does not offer retiree healthcare coverage for MEDICARE-eligible former employees and their eligible family members. When you or an eligible family member reach age 65 or become eligible for Medicare, you and/or your eligible family member(s) may obtain individual healthcare insurance coverage in any manner you or they choose. One (but not the only) individual healthcare insurance coverage option is through Mercer Marketplace Retiree, a Mercer Marketplace company, which is a business unit of Mercer (US), Inc., a wholly owned subsidiary of the Company. Mercer Marketplace Retiree will mail information directly to your primary address on file about the individual healthcare insurance options made directly available to you through the Mercer Marketplace Retiree. The Company does not sponsor or endorse the Mercer Marketplace Retiree or any of the individual healthcare insurance coverage options available through the Mercer Marketplace Retiree. The Company's sole function with respect to the Mercer Marketplace Retiree is to make you aware of it.

Can my spouse or domestic partner receive an RRA credit?

If you meet the eligibility criteria listed in items 3, 4 and 5 above and your spouse or domestic partner meets the eligibility criteria listed in items 1 and 2 above, your spouse or domestic partner may be eligible to receive an RRA credit. See the table in "How the RRA Plan Works" on page 5.

Under current tax laws, the Company's cost for providing the RRA to domestic partners may result in "imputed income" to you, and you must pay tax on this income. The Company will provide you with the appropriate tax forms indicating the amount of any imputed income. It is your responsibility to file your tax return accordingly.

How does the RRA Plan work if my spouse or domestic partner and I are a "split couple" (one is Medicare-eligible and the other is not)?

Any non-Medicare eligible participant or non-Medicare eligible family member can elect PRE-65 RETIREE MEDICAL COVERAGE, provided they meet the eligibility requirements for Pre-65 Retiree Medical Coverage.

Can my spouse/domestic partner participate in the RRA Plan following my death?

Yes. Your spouse/domestic partner can continue participation and, if eligible, continue to receive credits to his or her RRA following your death based on the terms of the RRA Plan at that time.

Your eligible spouse/domestic partner is your spouse/domestic partner at the time of your initial enrollment. No future spouse/domestic partner will be eligible to participate in the RRA.

Can my spouse/domestic partner participate in the RRA following our divorce/dissolution of domestic partnership?

Yes. Based on the terms of the RRA Plan at that time, your spouse/domestic partner can continue participation and, if eligible, continue to receive credits to his or her RRA for up to 37 months of coverage.

Do the credits to my RRA increase following my spouse/domestic partner's death?

No. A separate RRA is established for you and/or your spouse/domestic partner, if eligible. After your spouse/domestic partner's death you do not receive additional credits to your RRA that were attributable to your former spouse/domestic partner's RRA.

Upon a divorce/dissolution of domestic partnership, what steps do I need to take?

You must call Mercer Marketplace Retiree at +1 800 553 4958 to report your divorce/dissolution of partnership.

When Participation Ends

Participation in the RRA Plan will end on the first of the following to occur:

- the date of the covered participant's death.
- the date the RRA Plan is amended so that you are no longer eligible for an RRA notional credit.
- the date the RRA Plan is terminated.
- the date you are rehired by the Company as a regular employee eligible for benefits.
- the date you or your spouse/domestic partner no longer meet the eligibility requirements. For example, you or your spouse/domestic partner no longer participates in an individual healthcare insurance coverage option (any combination of medical, prescription drug, dental, and/or vision) through Mercer Marketplace Retiree.
- the last day of the period that you or your spouse/domestic partner have paid contributions for your individual healthcare insurance coverage option if the required contributions are not made.

Example

You paid your premium through March 31 for your medical plan. You receive a bill for April's premium but do not pay it. You receive a late notice on April 25th from the insurer that the premium is due. You still do not pay April's premium and now receive May's bill and do not pay that either. The insurer sends you a policy cancellation notice on May 15. The cancellation is retroactive to March 31. Therefore, because you do not meet the eligibility requirement of participation in an individual healthcare insurance coverage option through the Mercer Marketplace Retiree, you lose your RRA eligibility as of March 31.

- the conclusion of the 37 month period following a divorce/dissolution of domestic partnership for your spouse/domestic partner.

How the RRA Plan Works

The RRA is a notional account established in your name and separately in your spouse/domestic partner's name, if applicable. "Notional" means a bookkeeping entry will be established on your behalf or your spouse/domestic partner's behalf; no specific funds are set aside for you or your spouse/domestic partner and the account does not earn interest. If you meet the eligibility requirements, the Company will reimburse you or your spouse/domestic partner for ELIGIBLE HEALTHCARE EXPENSES up to the notional amount credited to the RRA. IRS rules prohibit individuals from making contributions to the RRA; however, any reimbursements you receive from the RRA for Eligible Healthcare Expenses are not taxable to you. Under current tax laws, the Company's cost for providing the RRA to domestic partners may result in "imputed income" to you, and you must pay tax on this income. The Company will provide you with the appropriate tax forms indicating the amount of any imputed income. It is your responsibility to file your tax return accordingly.

The Company will credit a notional amount of BENEFIT DOLLARS to an RRA in your name and separately in your spouse/domestic partner's name on January 1 of each year that the Company continues to maintain the RRA Plan and that you remain eligible.

The notional amount credited to your RRA is determined pursuant to the table below. Generally, Years of Eligible Service at Retirement as shown in the table below are used for purposes of eligibility for an RRA. Years of Eligible Service at Retirement are based on vesting service as defined in the Marsh & McLennan Companies Retirement Plan A or Marsh & McLennan Companies Retirement Plan B, subject to certain exceptions, including adjustments required as a result of breaks in service, periods of rehire, and dates of acquisitions.

How is the Amount Credited to the RRA Determined?

The amount credited to your or your spouse/domestic partner's RRA for 2015 is determined by the Company as set forth in the chart below. Generally, retirees with less than 10 years of vesting service will not be eligible for an RRA.

2015 RRA Credits for Certain Medicare-Eligible Retirees & Medicare-Eligible Spouses/Domestic Partners				
		Annual RRA Credit for 2015		
Retiree Category		Years of Eligible Service at Retirement	Medicare-Eligible Retiree	Medicare-Eligible Spouse/Domestic Partner
1	Retired from MMC before January 1, 1983 with a special arrangement ¹	N/A	\$4,200	\$4,200
2	Retired from MMC before January 1, 1991 (and not eligible for Category 1 above)	N/A	\$2,200	\$2,200
3	Retired from MMC on or after January 1, 1991			
	▪ Active and eligible to retire on January 1, 1991	N/A	\$2,200	\$2,200
	▪ Not eligible to retire on January 1, 1991	Less than 10	\$0	\$0
		At least 10 but less than 15	\$200	\$200
		At least 15 but less than 20	\$500	\$500
		At least 20 but less than 25	\$1,500	\$1,500
At least 25 or more	\$2,200	\$2,200		
4	Johnson & Higgins ("J&H") grandfathered retirees who retired from J&H before January 1, 1980 ²	N/A	\$4,200	\$4,200
5	Retired from J&H on or after January 1, 1980 and before March 28, 1997 (the date J&H was acquired by MMC) ³			
	▪ Retired on or before December 31, 1990	N/A	\$2,200	\$2,200
	▪ Active and eligible to retire on January 1, 1991	N/A	\$2,200	\$2,200
	▪ Not eligible to retire on January 1, 1991	Less than 10	\$0	\$0
		At least 10 but less than 15	\$200	\$200
		At least 15 but less than 20	\$500	\$500

2015 RRA Credits for Certain Medicare-Eligible Retirees & Medicare-Eligible Spouses/Domestic Partners				
		Annual RRA Credit for 2015		
<i>Retiree Category</i>	<i>Years of Eligible Service at Retirement</i>	<i>Medicare-Eligible Retiree</i>	<i>Medicare-Eligible Spouse/Domestic Partner</i>	
	At least 20 but less than 25	\$1,500	\$1,500	
	At least 25 or more	\$2,200	\$2,200	
6	Sedgwick grandfathered retirees who retired from Sedgwick before January 1, 1994 ⁴			
	▪ Retired before January 1, 1989	N/A	\$3,400	\$0
	▪ Retired on or after January 1, 1989	Less than 10	\$0	\$0
		At least 10 but less than 15	\$1,500	\$0
		At least 15 or more	\$3,400	\$0
7	Retired from Sedgwick with a special arrangement ⁵	N/A	\$4,800	\$0

¹ Retirees who, due to circumstances of their employment, were identified at the point of retirement as entitled to be in retiree medical group R10.

² Retirees who, due to circumstances of their employment, were identified at the point of retirement as entitled to be in retiree medical group JHG.

³ Retirees who, due to circumstances of their employment, were identified at the point of retirement as entitled to be in retiree medical group STD.

⁴ Retirees who, due to circumstances of their employment, were identified at the point of retirement as entitled to be in retiree medical group SMS.

⁵ Certain retirees who elected to participate in a predecessor of Sedgwick's early retirement incentive program that was offered only in 1989 and prior to MMC's acquisition of Sedgwick and who were not required to make retiree medical plan contributions for retiree medical coverage; retiree medical contributions were required for eligible family members.

Is the annual RRA credit pro-rated if I or my spouse/domestic partner becomes eligible during the year?

The annual RRA credit (as shown in the table) is pro-rated on a monthly basis for individuals who become eligible to receive an RRA credit during the year.

Example

Based on the table above, you are eligible for an RRA credit of \$1,500. You retire on May 30, 2015 and meet the eligibility requirements for an RRA. On June 1, 2015, you are eligible for an RRA credit of \$875 ($\$1,500 \div 12 \times 7$) for the remaining 7 months of that calendar year. Assuming the Company continues to maintain the RRA Plan and that you continue to satisfy the eligibility requirements, then January 1, 2016, your RRA will be credited with \$1,500.

What happens if I am rehired after retirement?

If you are a retiree participating in the RRA, are rehired, and then retire again, provided that the Company continues to maintain the RRA Plan and that you continue to meet the eligibility requirements, you will be able to participate in the RRA Plan when you retire again. In calculating the notional amount credited to your RRA, the Company will credit you with the additional months of eligible service you accrued during your rehire period.

Example

You retire from the Company on April 30, 2015. If you meet the RRA eligibility requirements, you will be eligible for reimbursement for Eligible Healthcare Expenses through the RRA. You are then rehired two years later on May 1, 2017. You remain employed with the Company for five years and re-retire on May 1, 2022. Provided that the Company continues to maintain the RRA Plan and that you continue to meet the eligibility requirements, you will again be eligible for reimbursement for Eligible Healthcare Expenses through an RRA effective as of May 1, 2022.

Is there a maximum for reimbursements from my RRA?

You or your spouse/domestic partner can be reimbursed up to the amount credited to your or your spouse/domestic partner's RRA.

You can keep track of the benefit dollars in your RRA by going online to **www.retiree.mercermarketplace.com** or by calling the toll-free number +1 800 553 4958.

Using the Benefit Dollars in your RRA

The amount credited to your or your spouse/domestic partner's RRA is available only for reimbursement of ELIGIBLE HEALTHCARE EXPENSES, which includes certain premiums. Premiums eligible for reimbursement generally include:

- MEDICARE Part B Premiums;
- Medicare Part C/Medicare Advantage plus Prescription Drug (MA-PD)(MA);
- Medicare Supplement Premiums;

- Medicare Part D (prescription drug); and
- Dental and vision premiums.

Note: Any expense for which you or your spouse/domestic partner have received reimbursement through your RRA cannot be used as a healthcare expense deduction on your or your spouse/domestic partner's federal income tax return. Additionally, any expense for which you or your spouse/domestic partner have received reimbursement cannot be reimbursed under any plan covering health benefits, including a spouse's or eligible family member's plan. You should consult your tax advisor for more details.

Additional Healthcare Expenses Available

You may choose to use the RRA to pay for certain ELIGIBLE HEALTHCARE EXPENSES. These Eligible Healthcare Expenses must be considered Eligible Healthcare Expenses under Section 213(d) of the Internal Revenue Code of 1986, as amended from time to time, and must also be for "medical care". "Medical care", as defined under Section 213(d), means services and supplies for the diagnosis, cure, mitigation, treatment or prevention of disease, and for treatments affecting any part or function of the body. This definition is subject to change without notice. A description of, and a listing of many items which may constitute Eligible Healthcare Expenses, is available in IRS Publication 502, which is available from any regional IRS office or the IRS website at www.irs.gov.

If you incur any of these Eligible Healthcare Expenses, the entire cost of these Eligible Healthcare Expenses is your responsibility. If you have notional amounts credited to an RRA, you may request reimbursement for Eligible Healthcare Expenses from the RRA. If you choose to use RRA funds to pay for any Section 213(d) expenses, you will be required to pay the provider for services first and submit the appropriate reimbursement form to Mercer Marketplace Retiree.

Reimbursements through the RRA

If you or your spouse/domestic partner have notional amounts credited to an RRA, you or your spouse/domestic partner may submit a claim for ELIGIBLE HEALTHCARE EXPENSES for reimbursement to Mercer Marketplace Retiree.

When are Benefit Dollars available in my RRA?

BENEFIT DOLLARS are credited to your or your spouse/domestic partner's RRA as of January 1 of each year that the Company continues to maintain the RRA Plan and that you remain eligible. If you become eligible during the year, a prorated amount of benefit dollars are credited to your or your spouse/domestic partner's RRA as of the first day of the month in which you or your spouse/domestic partner meet the eligibility requirements and then each January 1 thereafter provided that the Company continues to maintain the RRA Plan and that you remain eligible.

Is there a maximum reimbursement amount?

Yes. You or your spouse/domestic partner can request reimbursement for eligible healthcare expenses up to the notional amount credited to your RRA.

Is there a minimum reimbursement amount?

No. There is no minimum reimbursement amount.

Can I use the benefit dollars for expenses that are not mine?

Yes. You may use the benefit dollars not only for Eligible Healthcare Expenses attributable to you, but also for Eligible Healthcare Expenses attributable to your spouse or any HEALTH PLAN TAX DEPENDENTS, regardless of their age.

Can my spouse submit Eligible Healthcare Expenses for me through his or her RRA?

Yes. Your spouse may use the benefit dollars credited to his or her RRA for Eligible Healthcare Expenses attributable to you, or his or her Health Plan Tax Dependents, provided that he or she has not already been reimbursed for those Eligible Healthcare Expenses from your RRA or any other means.

Can my domestic partner submit Eligible Healthcare Expenses for me through his or her RRA?

No. Your domestic partner may not use the benefit dollars credited to his or her RRA for Eligible Healthcare Expenses attributable to you.

Your domestic partner may only use the benefit dollars credited to his or her RRA for Eligible Healthcare Expenses attributable to him- or herself, or his or her Health Plan Tax Dependents, provided that he or she has not already been reimbursed for those Eligible Healthcare Expenses from his or her own RRA or any other means.

Can I submit Eligible Healthcare Expenses for my domestic partner through my RRA?

No. You may not use the benefit dollars credited to your RRA for Eligible Healthcare Expenses attributable to your domestic partner.

What happens when my or my spouse/domestic partner's RRA has zero Benefit Dollars?

If you have zero Benefit Dollars, you will not be able to be reimbursed for any Eligible Healthcare Expenses. You or your spouse/domestic partner can be reimbursed up to the notional amount credited to your or your spouse/domestic partner's RRA.

Required Information for Filing a Claim for Reimbursement of Eligible Healthcare Expenses

To be reimbursed from your RRA, simply submit a reimbursement form, called a *Claim Reimbursement Form*, for the ELIGIBLE HEALTHCARE EXPENSES that have been incurred. A *Claim Reimbursement Form* is available from Mercer Marketplace Retiree at +1 800 553 4958 or can be obtained online at www.retiree.mercermarketplace.com. For reimbursement from your RRA, you must include proof of the eligible healthcare expenses incurred.

How to Access Account Information:

You can view your RRA online via www.retiree.mercermarketplace.com. This website includes many features such as the option to:

- View your RRA summary page detailing contributions and the remaining notional amounts credited to your RRA;
- View eligible healthcare expenses transaction details.

Claim for Reimbursement Denials and Appeals

If Your Claim for Reimbursement Is Denied

If a claim for reimbursement of ELIGIBLE HEALTHCARE EXPENSES is denied in part or in whole, you may call Mercer Marketplace Retiree at +1 800 553 4958 before requesting a formal appeal. If Mercer Marketplace Retiree cannot resolve the issue to your satisfaction over the phone, you have the right to file a formal appeal as described below.

How to Appeal a Denied Claim for Reimbursement

If you wish to appeal a denied claim for reimbursement, you or your authorized representative must submit your appeal in writing within 180 days of receiving the denial. This written communication should include:

- the patient's name;
- the provider's name;
- the date of medical service or expense;
- the reason you disagree with the denial; and
- any documentation or other written information to support your request.

If you wish to request a formal appeal of a denied claim for reimbursement, you should call + 1 800 553 4958 to obtain Mercer Marketplace Retiree's address where the appeal should be sent.

Review of an Appeal for Reimbursement

Mercer Marketplace Retiree will conduct a full and fair review of your appeal for reimbursement. The appeal may be reviewed by an appropriate individual(s) who did not make the initial benefit determination.

Once the review is complete, if Mercer Marketplace Retiree upholds the denial, you will receive a written explanation of the reasons and facts relating to the denial.

If your claim for reimbursement continues to be denied or you do not receive a timely decision, in limited circumstances you may be able to request Mercer Marketplace Retiree to initiate an external review of your claim by an independent third party who will review the denial and issue a final decision.

Note: Upon written request and free of charge, any eligible persons may examine documents relevant to their claim and/or appeals for reimbursement and submit opinions and comments. Mercer Marketplace Retiree will review all claims for reimbursement in accordance with the rules established by the US Department of Labor. Mercer Marketplace Retiree's decision will be final and binding.

The table below describes the time frames which you and Mercer Marketplace Retiree are required to follow:

Claim Denials and Appeals for Reimbursement	
Type of Claim or Appeal for Reimbursement	Timing
If your claim for reimbursement is incomplete, Mercer Marketplace Retiree must notify you within:	30 days
You must then provide completed claim for reimbursement information Mercer Marketplace Retiree within:	45 days after receiving an extension notice
If the Mercer Marketplace Retiree denies your initial claim for reimbursement, they must notify you of the denial:	
▪ if the initial claim for reimbursement is complete, within:	30 days
▪ after receiving the completed claim for reimbursement (if the initial claim for reimbursement is incomplete), within:	30 days
You must appeal the claim for reimbursement denial no later than:	180 days after receiving the denial
Mercer Marketplace Retiree must notify you of the appeal decision within:	60 days after receiving the first level appeal

* Mercer Marketplace Retiree may require a one-time extension of no more than 15 days only if more time is needed due to circumstances beyond their control.

Claims Concerning Eligibility and Enrollment

If your claim concerns whether or not you or a family member is eligible to participate in the RRA, you may file a claim with the Plan Administrator. The claim should be in writing and specify the circumstances under which you have been determined to be ineligible to participate, why you believe you should be eligible to participate and include any

mitigating factors, documents, records or other information that may be pertinent and should be sent to the Plan Administrator. You may file a written appeal of an adverse claim determination with the Plan Administrator. A written appeal of a denied claim should include all the information necessary for the original claim as well as any additional information you would like the plan to consider. Please see the *Administrative Information* section of the Benefits Handbook at <https://connect.mmc.com> for more information.

What's Not Covered

Examples of expenses for which your RRA will not provide reimbursement generally include the following:

- Services and supplies that are not medically necessary;
- Over-the-counter (non-prescription) drugs or medications;
- Cosmetic surgery or similar procedures unless the surgery or procedure is covered by MEDICARE;
- Expenses incurred prior to the beginning or after the end of participation in the RRA; and
- Reimbursements sought when your RRA has zero BENEFIT DOLLARS.
- An RRA cannot reimburse an expense that has been (or will be) paid by another health plan or for which you take a medical expense deduction from your taxes.

Glossary

APPROVED SPOUSE/DOMESTIC PARTNER

For the purposes of the RRA, your approved spouse or domestic partner is your spouse or domestic partner at the time you or your spouse/domestic partner begins participating in the plan. Pursuant to the terms of the RRA, a spouse and domestic partner are defined as the following:

Spouse / Domestic Partner

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

Spouse Only

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

Domestic Partner Only

- Although not registered with a US state or local authority, your relationship constitutes an eligible domestic partnership. To establish that your relationship constitutes an eligible domestic partnership you and your domestic partner must:
 - be at least 18 years old

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

Marsh & McLennan Companies reserves the right to require documentary proof of your domestic partnership or marriage at any time, for the purpose of determining benefits eligibility. If requested, you must provide documents verifying the registration of your domestic partnership with a state or local authority, your cohabitation and/or mutual commitment, or a marriage license that has been approved by a state or local government authority.

BENEFIT DOLLARS

The amount of notional credits the Company allocates for you into the RRA for use during retirement.

CLAIMS ADMINISTRATOR

Provider that administers the Plan and processes Eligible Healthcare Expenses; the provider's decisions are final and binding. The Claims Administrator is Mercer Marketplace Retiree.

For further information, please reference the *Administrative Information* section of the Benefits Handbook at <https://connect.mmc.com>.

ELIGIBLE HEALTHCARE EXPENSES

This term generally means premiums and IRS section 213(d) expenses:

Premiums

- MEDICARE Part B Premiums;
- Medicare Part C/Medicare Advantage plus Prescription Drug (MA-PD) (MA);
- Medicare Supplement Premiums;
- Medicare Part D (prescription drug); and
- Dental and vision premiums.

213(d) Only Eligible Healthcare Expenses

The following list shows some of the eligible healthcare expenses that currently can be reimbursed under your RRA. The Internal Revenue Service has specific guidelines that must be followed for many of these items. These IRS rules are subject to change and what constitutes Internal Revenue Code Section 213(d) "eligible healthcare expenses" will be determined by the actual rules at the time the expense for which reimbursement is sought was incurred.

For more information on how a specific benefit below is covered please call Mercer Marketplace Retiree at +1 800 553 4958.

- acupuncture;
- Alcoholics Anonymous including transportation costs to and from meetings;
- amounts in excess of any health coverage limits;
- Braille books and magazines, the difference in cost compared to a regular printed addition;
- birth control items prescribed by your doctor;
- cardiac rehabilitation classes;
- Christian Science practitioners;
- contact lens solution;
- contact lenses, including all necessary supplies and equipment;
- dental treatment (does not include dental treatment which is for cosmetic purposes such as teeth whitening);
- dentures;
- diaper service needed to relieve the effects of a certain disease;
- difference between brand and generic prescription drugs;
- drug abuse treatment centers;
- eyeglasses;
- full body scans;
- guide dog or other animal used by a visually or hearing-impaired person;
- hearing aids and hearing aid batteries;
- home construction needed for the installation of special, medically necessary equipment;
- laser eye surgery;
- lead-based paint removal to prevent a child from contracting lead poisoning;
- legal fees needed to authorize treatment for mental illness;
- lodging while receiving medical care up to \$50 per night;
- medical information plans;
- modification of a car for use by a disabled dependent;
- nursing home expenses, for medical reasons;
- optometrists/ophthalmologists;
- prescription drugs not covered under the Health Coverage;
- routine eye examinations;
- routine physical exams;
- routine lab and x-rays performed for medical reasons;
- smoking-cessation programs. This includes prescription drugs related to the program;

- special home for a mentally disabled dependent;
- special telephones or televisions for hearing impaired individuals;
- sterilization unless prohibited by law;
- transportation needed to obtain medical care, this may include bus or taxi fair, cost of gas, tolls, parking admission and transportation to a medical conference which concerns
- the chronic illness of a member;
- weight-loss program when prescribed by a Physician to treat an existing disease, such as heart disease. This includes prescription drugs related to program.

HEALTH PLAN TAX DEPENDENT

Requirements for an unrelated individual to satisfy the definition of a tax dependent under the Internal Revenue Code (IRC) can be complex. It is advisable that you consult a tax professional for advice on your personal situation before you declare that your domestic partner (and/or his or her children) is your dependent as defined in IRC Section 152, or is eligible for tax-favored health coverage. A domestic partner or child of a domestic partner qualifies for tax-favored health coverage only if *all* of the following requirements are met:

- You provide more than 50% of his or her financial support;
- The individual lives with you as a member of your household (shares a principal residence) for the entire calendar year, except for temporary reasons such as vacation, military service or education;
- The individual is a citizen, national or legal resident of the United States or a resident of a contiguous country (This requirement does not apply to children being adopted by a US citizen or national);
- The individual isn't anyone's IRC Section 152 qualifying child dependent; and
- Your relationship is not in violation of any local laws.

In addition, if you can claim a federal tax exemption for your domestic partner (and/or his or her children) then the domestic partner (and/or children) is also eligible for tax-favored health coverage.

The rules for determining support are complicated. Refer to IRS Publication 17. (If you have legally adopted a domestic partner's child, more lenient rules may apply - consult your tax adviser.)

MEDICARE

The US Federal government's health insurance program, administered by the Social Security Administration, that pays certain hospital and medical expenses for those who qualify, primarily those who are over age 65 or under age 65 and are totally and permanently disabled. Medicare coverage is available regardless of income level. The program is government subsidized and operated.

PRE-65 RETIREE MEDICAL COVERAGE

Company group-sponsored medical plans available to non-Medicare eligible retirees and their non-Medicare eligible family members who meet certain eligibility requirements to participate as described in the Benefits Handbook accessible at <https://connect.mmc.com>.