

Benefits Handbook Date October 1, 2021

# **Business Travel Accident Insurance Plan**

Marsh McLennan



# Business Travel Accident Insurance Plan

*This Company-paid Plan covers all employees worldwide for certain injuries or death resulting from an accident during business travel, including everyday travel to and from work.*

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

## A Note about ERISA

The Employee Retirement Income Security Act of 1974 (ERISA) is a federal law that governs many employer-sponsored plans including this one. Your ERISA rights in connection with this Plan are detailed in the *Administrative Information* section.

## SPD and Plan Document

This section provides a summary of the Business Travel Accident Insurance Plan (the "Plan") as of January 1, 2021.

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.

## Contents

<b>The Plan at a Glance .....</b>	<b>1</b>
<b>Participating in the Plan .....</b>	<b>2</b>
Eligible Employees .....	2
Eligible Spouses and Domestic Partners .....	3
Eligible Children .....	3
Enrollment .....	4
Cost of Coverage .....	4
When Coverage Begins .....	4
When Coverage Ends .....	4
Beneficiaries.....	5
<b>How the Plan Works.....</b>	<b>6</b>
Spouse and Domestic Partner Benefits .....	7
Dependent Children Benefits .....	7
Coma Benefits.....	7
Dismemberment Benefits .....	7
Additional Benefits.....	9
<b>What Is Not Covered .....</b>	<b>10</b>
<b>How Benefits Are Paid .....</b>	<b>11</b>
<b>Filing a Claim.....</b>	<b>12</b>
<b>Glossary.....</b>	<b>12</b>

## The Plan at a Glance

This Plan covers certain injuries or death resulting from an accident during business travel, including everyday travel to and from work. The chart below contains some important Plan features and coverage information. For more information, see “How the Plan Works” on page 6.

Plan Feature	Highlights
<b>How the Plan Works</b>	<ul style="list-style-type: none"> <li>▪ If you die as a result of an accident during Company business travel or commuting, the Plan will pay a death benefit amount equal to five times your SALARY (also called your principal sum).</li> <li>▪ There is a minimum death benefit of \$150,000 and a maximum of \$2,000,000.</li> </ul>
<b>Eligibility</b>	<ul style="list-style-type: none"> <li>▪ You are eligible to participate in this Plan if you meet the eligibility requirements set forth below.</li> <li>▪ See “Participating in the Plan” on page 2 for details.</li> </ul>
<b>Enrollment</b>	<ul style="list-style-type: none"> <li>▪ Coverage is automatic.</li> </ul>
<b>Contact Information</b>	<p><b>For more information, contact the Claims Administrator.</b>  National Union Fire Insurance Company of Pittsburgh Pa (National Union),  an AIG Company  P.O. Box 25987  Shawnee Mission, KS 66225  Phone: +1 800 551 0824 (for Claims and Questions)  Policy Number: GTP 0009129189-B  Marsh McLennan does not administer the Plan. National Union’s decisions are final and binding.</p>

## Participating in the Plan

If you are an employee of Marsh & McLennan Companies or any subsidiary or affiliate of Marsh & McLennan Companies and you meet the requirements set forth below, you become eligible on your eligibility date.

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

### Eligible Employees

#### *Marsh & McLennan Companies Employees (other than MMA)*

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

#### *MMA Employees*

You are eligible if you are an employee classified on payroll as a US regular or temporary employee of MMA. This includes MMA employees on Marsh & McLennan Companies payroll and non-Marsh & McLennan Companies payroll.

### Your Eligibility Date

There is no waiting period if you are ACTIVELY-AT-WORK. Your eligibility date is the first day you are Actively-At-Work on or after your date of hire.

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

#### “You,” “Your,” and “Employee”

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

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

In addition, references in this section to Marsh & McLennan Companies mean Marsh McLennan.

## Eligible Spouses and Domestic Partners

Under the Business Travel Accident Insurance Plan, coverage is provided to your eligible spouse, children, domestic partner and children of a domestic partner if they are pre-approved to accompany you while traveling on Company business or relocation trips at the expense of the Company.

An eligible spouse is:

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

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

### *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*

- A person who has entered into a Civil Union or State Registered Domestic Partnership:
  - Arrangement under which two persons have established a relationship as defined by the laws of the state in which such relationship has been recognized, and
  - Arrangement where both persons are entitled to receive the benefits and protections, and be subject to the responsibilities of spouses.
- Marsh McLennan 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.

## Eligible Children

A dependent child is:

- your legally adopted child
- your biological child

- your stepchild
- your foster child
- the child of a domestic partner
- under the age of 26.
- unmarried
- primarily dependent on you for support and maintenance.

## Enrollment

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

## Cost of Coverage

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

## Taxes

This benefit payment is not subject to US federal income taxes and in most cases state income taxes. The death benefit may be subject to federal estate taxes.

Tax rules change from time to time. Please note that the information contained in this Summary Plan Description must not be construed as tax advice, which you can receive only from a professional tax advisor, who should be consulted on federal, state, income, gift, and estate tax questions.

## When Coverage Begins

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

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

If you are not Actively-At-Work on the day your coverage is supposed to begin, your coverage will be effective on the first business day of eligibility when you are Actively-At-Work.

## When Coverage Ends

Coverage ends on the first of the following to occur:

- the date of your death
- the date the Plan is terminated
- the date you no longer meet the eligibility requirements
- the date you terminate employment.

Coverage is suspended while you are:

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

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

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

## **Beneficiaries**

### ***How do I name or change my beneficiary?***

You can name anyone you wish as a BENEFICIARY. To name or change a beneficiary, go to Colleague Connect (<https://mmcglobal.sharepoint.com/sites/Home>). Click **Pay & Benefits** and select **Mercer Marketplace Benefits Enrollment Website** under Benefits.

You are always the beneficiary if your covered family members die.

### ***Who receives my Business Travel Accident Insurance benefit if I don't name a beneficiary?***

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

### ***Can I assign my benefit to someone else?***

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

To make an Assignment of Insurance, Absolute Assignment forms are available on Colleague Connect (<https://mmcglobal.sharepoint.com/sites/home>). Click **Pay & Benefits**, under Find a document, select **Search all documents**.

The assignment form must be reviewed, approved and authorized by the appropriate insurance company representative.

Assignment of benefits may involve federal and state income gift and estate tax questions. Legal advice from an attorney prior to making an assignment is recommended.



## How the Plan Works

If you die as a result of an accident during Company business travel or commuting, the Plan will pay a death benefit amount equal to five times your SALARY, with a minimum benefit of \$150,000 and a maximum of \$2,000,000.

- DISMEMBERMENT benefits are paid at a percentage of the death benefit.
- Certain types of losses are not covered.
- The loss must be directly related to the injuries from the accident and the loss must take place within 365 days of the accident to be covered under the Plan. The BENEFICIARY must file a written notice of a claim within 20 days of the date of loss and must submit proof of loss within 90 days of the date of loss.
- The Plan pays for a covered loss regardless of any other insurance coverage you might have. The benefit under this Plan is reduced by any other Business Travel Accident Insurance Plan carried by the Company.
- You have benefits under this Plan for your spouse, children, domestic partner and children of a domestic partner if they are approved to travel with you on approved Company business, or relocation travel that is paid for by the Company.
- If more than one covered person is involved in the same accident, the Plan's payment is limited to \$50,000,000 per aircraft accident for all covered persons involved in the accident. For war risk, bomb scare or terrorism events, the Plan's payment is limited to \$50,000,000 per accident.
- The maximum for long-term disabled employees who are on the rehabilitative benefit and are working less than 30 hours per week is five times their salary prior to disability, up to a maximum of \$2,000,000.
- Some restrictions apply.

If you are a temporary employee and die as a result of an accident during Company business travel or commuting, the Plan will pay \$150,000.

## Spouse and Domestic Partner Benefits

If your spouse or domestic partner has been pre-approved by the company to accompany you on Company business or relocation travel at the expense of the Company, the Plan will pay accidental death benefits of \$100,000, payable in one lump sum.

## Dependent Children Benefits

If your dependent child has been pre-approved by the company to accompany you on Company business or relocation travel at the expense of the Company, the Plan will pay an accidental death benefit of \$25,000 for each child, payable in one lump sum.

## Coma Benefits

If you suffer an accident which is covered by the program and as a result of the accident, lapse into a COMA, a benefit is payable. The benefit payable is based upon 1% of your principal sum benefit, payable monthly for each month you remain in a coma. There is no benefit paid for the first 30 days of the coma. The benefit ceases on the earliest of the following dates:

- the date you cease to be comatose due to that injury,
- the date of your death, or
- the date the total amount of the monthly coma benefits paid for all injuries equals 100% of the principal sum benefit.

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

National Union reserves the right, at the end of the first 30 consecutive days of the coma and as often as it may reasonably require thereafter, to determine, on the basis of all facts and circumstances, that the insured is comatose, including but not limited to, requiring an independent medical examination provided at the expense of the Company.

## Dismemberment Benefits

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

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

Loss is defined as follows:

<b>Loss of:</b>	<b>Definition</b>
<b>Hand or foot</b>	Complete severance through or above the wrist or ankle joint.
<b>Sight</b>	Total and irrecoverable loss of the entire sight in that eye.
<b>Speech</b>	Total and irrecoverable loss of the entire ability to speak.
<b>Hearing</b>	Total and irrecoverable loss of the entire ability to hear in that ear (or both ears).
<b>Thumb and Index Finger</b>	Complete severance through or above the metacarpophalangeal joint of both digits.
<b>Quadriplegia</b>	Complete and irreversible paralysis of both upper and lower limbs.
<b>Paraplegia</b>	Complete and irreversible paralysis of both lower limbs.
<b>Hemiplegia</b>	Complete and irreversible paralysis of both upper and lower limbs on one side of the body.
<b>Limb</b>	Entire arm or entire leg.
<b>Uniplegia</b>	Total paralysis of one limb.

If more than one loss is sustained as a result of the same accident, only one amount, the largest, will be paid.

## **Additional Benefits**

### ***Will my beneficiary receive an additional benefit if I was wearing my seat belt or air bag deployed in a car accident that resulted in death?***

There is a benefit of the lesser of \$50,000 or 10% of your principal sum if you were wearing a properly fastened, original, factory-installed seat belt. In addition, if the Seat Belt Benefit is payable and the original, factory-installed automobile air bag system properly inflated upon impact during a car accident that causes death, an additional benefit of the lesser of \$50,000 or 10% of your principal sum is payable in one lump sum.

### ***Does the Plan cover terrorism?***

The Plan covers loss resulting from terrorism directed at and while on any premises of the Company, subject to the policy aggregate limit of \$50,000,000 per event, provided it is not an act of an employee.

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

The Plan covers loss resulting from a bomb explosion, threat of bombing, bomb scare or bomb search directed at and on any premises of the Company subject to the policy aggregate limit of \$50,000,000 per event, provided it is not an act of an employee or former employee whose employment ended less than 6 months prior to the bombing or bomb scare.

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

The Plan covers loss resulting from a hijacking/skyjacking, except of a private automobile, while the employee is on the business of the Company, provided it is not an act of an employee, an immediate family member of an employee, a former employee whose employment ended less than 6 months prior to the hijacking/skyjacking, or an individual who resides with an employee on a permanent basis.

### ***Does the Plan provide worldwide war risk coverage?***

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

### ***Does the Plan pay benefits in case of exposure?***

If the body of an employee is unavoidably exposed to the elements and as a result of such exposure suffers a loss within the meaning of the policy, the loss would be covered.

### ***Does the Plan pay benefits in case of a disappearance?***

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

## **What Is Not Covered**

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

- the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from treatment.
- suicide or attempted suicide or intentionally self-inflicted injury or any attempt at self-inflicted injury or auto-eroticism.
- declared or undeclared war or any act of declared war or undeclared war except as outlined.
- infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes

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

- while you are acting as a pilot, operator or a crewmember of any aircraft.

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

### ***Restrictions***

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

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

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

## ***Covered Travel***

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

Your Business Travel Accident Insurance provides coverage for accidents that happen while you commute to and from work in your home country.

### ***When does coverage begin and end for a business trip?***

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

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

### ***Does the Plan cover personal travel?***

The Plan covers personal deviation & sojourn travel as long as it is in conjunction with a business trip.

## **How Benefits Are Paid**

### ***Who will receive the benefit check?***

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

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

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

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

- **For Marsh McLennan employees (other than MMA):** Salary for the purpose of the Plan is your annual base salary (excluding overtime, bonuses, COMMISSIONS, and other extra compensation).
- **For MMA employees:** Salary for the purpose of the Plan is your annual base salary (excluding overtime, bonuses, commissions, and other extra compensation) or your ANNUAL BENEFITS BASE RATE. ANNUAL BENEFITS BASE RATE includes your annual base salary, your annual MMA producer salary, your GUARANTEED ANNUAL DRAW and the average of the last two years' COMMISSIONS. **Note:** the benefit payable for employees with an annual benefits base rate will equal five times the average commissions received over the last two year term with a minimum benefit of \$750,000 and a maximum benefit of \$2,000,000.

### ***If my salary changes, what happens to my Business Travel Accident Insurance benefit?***

Your Business Travel Accident Insurance benefit is based on your salary and will change when your salary changes. The maximum coverage will continue to apply.

### ***Will my benefits be reduced as I get older?***

No.

## **Filing a Claim**

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

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

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

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

The beneficiary needs to file written notice of claim with National Union within 20 days after the date of loss and provide written proof of loss within 90 days of the date of loss.

### ***How does claims processing work?***

After National Union receives the proper documents and approves the claim, a check will be sent to the beneficiary's home address and all information has been provided.

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

Most claims are normally processed immediately, but not more than 60 days after National Union's receipt of written proof of the loss.

### ***How do I appeal a benefit determination or denied claim?***

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

## **Glossary**

### **ACTIVELY-AT-WORK**

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You are "Actively-At-Work" if you are fulfilling your job responsibilities at a Company-approved location on the day coverage is supposed to begin (e.g., you are not out ill or on a leave of absence).

## ANNUAL BENEFITS BASE RATE

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Annual base salary (excluding overtime, bonuses, commissions, and other extra compensation), annual MMA producer salary, guaranteed annual draw and the average of the last two years' commissions.

## BENEFICIARY

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The person(s) or entity you designate to be entitled to benefits when you die. For Personal Life Insurance and Voluntary AD&D you are automatically the beneficiary if a covered family member dies.

## COMA

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

## COMMISSIONS

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Commissions earned that have been paid.

## DISMEMBERMENT

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

## GUARANTEED ANNUAL DRAW

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Guaranteed Annual Draw means a draw against commissions not subject to retroactive deduction.

## SALARY

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For Marsh McLennan employees (other than MMA):

Salary for the purpose of the Plan is your annual base salary (excluding overtime, bonuses, commissions, and other extra compensation).

For MMA employees:

Salary for the purpose of the Plan is your annual base salary (excluding overtime, bonuses, commissions, and other extra compensation) or your annual benefits base rate. Annual Benefits Base Rate includes your annual base salary, your annual MMA producer salary, your guaranteed annual draw and the average of the last two years' commissions. Note: the benefit payable for employees with an annual benefits base rate will equal five times the average commissions received over the last two year term with a minimum benefit of \$750,000 and a maximum benefit of \$2,000,000.