

Benefits Handbook Date September 1, 2015

# **Long Term Disability Bonus Income Plan**

Marsh & McLennan Companies



# Long Term Disability Bonus Income Plan

*Marsh & McLennan Companies offers you the ability to purchase long term disability protection on eligible Company incentive bonus awards of \$5,000 or greater under the Long Term Disability Bonus Income Plan.*

*If approved by the Claims Administrator, the Plan provides you with a monthly benefit of 60% of your covered benefit amount, up to \$15,000 per month.*

*For the purpose of this Plan, an eligible bonus is an annual incentive bonus award granted through the Company's incentive compensation plans. The definition of eligible bonus includes amounts awarded for a performance year regardless of whether paid promptly following such award, or deferred to a future year, whether distributed in cash or shares of Marsh & McLennan Companies common stock, or whether denominated in cash, stock bonus units (SBUs), other equity-based awards or any combination thereof.*

*The definition of eligible bonus excludes amounts that are not awarded as part of an annual incentive bonus award, such as long term incentive compensation awards, sign-on bonuses, retention bonuses, non-recurring awards, one-time only special recognition awards, commission payments or commission-based incentive awards or awards based on Marsh & McLennan Companies common stock that are not a part of an annual incentive bonus award.*

## SPD and Plan Document

This section provides a summary of the Long Term DISABILITY Bonus Income Plan (the "Plan") as of January 1, 2015.

This section, together with the *Administrative Information* section and the applicable section about participation, forms the Summary Plan Description and plan document of the Plan.

### **A Note about ERISA**

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

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## The Plan at a Glance

| Plan Feature                    | Highlights   |
|---------------------------------|--|
| <b>How the Plan Works</b>       | <ul style="list-style-type: none"> <li>▪ If approved by the CLAIMS ADMINISTRATOR, the Plan provides you with a MONTHLY BENEFIT of 60% of your COVERED BENEFIT AMOUNT, up to \$15,000 per month.</li> <li>▪ The covered benefit amount is determined by applying the COVERAGE OPTION percentage you elect to your ELIGIBLE BONUS. The Plan offers two coverage options: a 50% option and a 100% option.               <ul style="list-style-type: none"> <li>– The 100% covered benefit amount coverage option is subject to a maximum covered benefit amount of \$300,000.</li> <li>– The 50% coverage option is subject to a minimum covered benefit amount of \$50,000 and a maximum of \$150,000.</li> </ul> </li> <li>▪ See “How the Plan Works” on page 8 for details.</li> </ul> |
| <b>Eligibility</b>              | <ul style="list-style-type: none"> <li>▪ If you are an employee of Marsh &amp; McLennan Companies or any subsidiary or affiliate of Marsh &amp; McLennan Companies and you meet the eligibility requirements, you are eligible to participate in the Long Term DISABILITY Bonus Income Plan.</li> <li>▪ See “Participating in the Plan” on page 2 for details.</li> </ul>  |
| <b>Enrollment</b>               | <ul style="list-style-type: none"> <li>▪ The Long Term Disability Bonus Income plan year starts January 1<sup>st</sup> and ends December 31<sup>st</sup>. As a newly eligible participant, you can enroll in the Plan during the Annual Enrollment period (normally in November of each year).</li> <li>▪ See “Participating in the Plan” on page 2 for details.</li> </ul>  |
| <b>Evidence of Insurability</b> | <ul style="list-style-type: none"> <li>▪ If you enroll in the timeframe specified when you are first eligible, EVIDENCE OF INSURABILITY is not required.</li> <li>▪ If you do not enroll in the timeframe specified when you are first eligible, Evidence of Insurability is required.</li> </ul>  |
| <b>Cost of Coverage</b>         | <ul style="list-style-type: none"> <li>▪ If you elect Long Term Disability Bonus Income coverage, you pay the full cost for coverage.</li> <li>▪ See “Participating in the Plan” on page 2 for details.</li> </ul>   |
| <b>Contact Information</b>      | <p><b><i>For general information, contact:</i></b><br/>         The Hartford Life Insurance Company<br/>         LTD Benefit Management Services<br/>         P.O. Box 946710<br/>         Maitland, FL 32794<br/>         Phone: +1 800 303 9744<br/>         Fax: +1 407 919 6329</p> <p><b><i>For claims appeal, contact:</i></b><br/>         The Hartford Life Insurance Company<br/>         Simsbury Claim Appeal Unit<br/>         P.O. Box 2999<br/>         Hartford, CT 06104<br/>         Phone: +1 800 448 5813<br/>         Fax: +1 315 385 5014</p> <p>Marsh &amp; McLennan Companies does not administer this Plan. The Hartford Life Insurance Company’s decisions are final and binding.</p>   |

## Participating in the Plan

### Eligibility

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 are eligible to participate in the Long Term Disability Bonus Income Plan.

For Plan participation, you must be approved for benefits under the Basic Long Term Disability Plan and the Optional Long Term Disability Plan before you become eligible to receive benefits under the Long Term Disability Bonus Income Plan.

### Eligibility Requirements

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

You are eligible if you are an employee classified on payroll as a US regular employee of Marsh & McLennan Companies or any subsidiary or affiliate of Marsh & McLennan Companies (other than Marsh & McLennan Agency LLC and any of its subsidiaries (MMA)). In addition, you must receive an eligible bonus award of \$5,000 or more as defined for purposes of the Long Term Disability Bonus Income Plan.

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

#### *MMA Employees*

You are eligible if you are an employee classified on payroll as a US regular employee of Marsh & McLennan Agency LLC – Corporate (MMA-Corporate), Marsh & McLennan Agency LLC – Northeast (MMA-Northeast) or Marsh & McLennan Agency LLC – Alaska (MMA-Alaska). In addition, you must receive an eligible bonus award of \$5,000 or more as defined for purposes of the Long Term Disability Bonus Income Plan.

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

## Enrollment

The Long Term DISABILITY Bonus Income Plan year starts January 1<sup>st</sup> and ends December 31<sup>st</sup>. As a newly eligible participant, you can enroll in the Long Term Disability Bonus Income Plan during the Annual Enrollment period (normally in November of each year). After the first Annual Enrollment period you are eligible to participate in the Plan, you can enroll or increase your coverage in the Plan at any time with EVIDENCE OF INSURABILITY.

### “You,” “Your,” and “Employee”

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

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

As a newly eligible participant, you can:

- enroll in an applicable COVERAGE OPTION during the Plan's Annual Enrollment period without going through Evidence of Insurability
- take no action to enroll in Plan during Annual Enrollment (waive coverage)
- enroll in an applicable coverage option during the plan year with Evidence of Insurability.

As a currently eligible participant with waived coverage, you can:

- enroll in an applicable coverage option during the Plan's Annual Enrollment period with Evidence of Insurability
- take no action to enroll in the Plan during Annual Enrollment
- enroll in an applicable coverage option during the plan year with Evidence of Insurability.

As a participant enrolled in the Plan, your participation will automatically carry over from one year to the next at the new plan year cost, if applicable. During Annual Enrollment and throughout the year, you can:

- increase your coverage option with Evidence of Insurability
- decrease your coverage
- take no further action
- discontinue (waive coverage) your coverage.

Coverage begins January 1 if you elect coverage when you are first eligible and if you are already enrolled in the Optional Long Term Disability Plan. If you are not already enrolled in the Optional Long Term Disability Plan, your LTD Bonus Income Plan coverage effective date is temporary upon your Evidence of Insurability approval for Optional Long Term Disability.

If you enroll during the year, coverage begins on the date your Evidence of Insurability application is approved under the Long Term Disability Bonus Income Plan and you are already enrolled in the Optional Long Term Disability Plan.

### ***How do I enroll?***

During the Annual Enrollment period each November, you will be provided with certain instructions for enrolling and the time frame for enrolling.

Coverage begins January 1 if you elect coverage during Annual Enrollment when you are first eligible and you are already enrolled in the Optional Long Term Disability Plan.

***Do I have to provide Evidence of Insurability to get coverage from the Long Term Disability Bonus Income Plan?***

If you enroll in the timeframe specified when you are first eligible, Evidence of Insurability is not required.

If you do not enroll in the timeframe specified when you are first eligible, Evidence of Insurability is required.

***Do I have to re-enroll for coverage each year?***

You do not need to re-enroll for coverage each year. After your initial enrollment, your coverage will continue as long as you remain eligible, unless you end your coverage.

***Can I increase the amount of my Long Term Disability Bonus Income Plan coverage option percentage?***

You can increase the amount of your coverage option percentage from 50% to 100% (subject to the COVERED BENEFIT AMOUNT maximum of \$300,000) at any time during the year subject to Evidence of Insurability.

***Can I decrease the amount of my Long Term Disability Bonus Income Plan coverage option percentage?***

You can decrease your coverage option percentage from 100% to 50% (subject to the \$50,000 minimum) or waive coverage at any time during the year.

**Changing Coverage**

You can enroll or increase your Long Term DISABILITY Bonus Plan coverage at any time with EVIDENCE OF INSURABILITY. Go to Colleague Connect (<https://colleagueconnect.mmc.com>), click **Career & Rewards** and select **Mercer Marketplace benefits enrollment website** under Resources.

**When Coverage Starts*****Marsh & McLennan Companies Employees***

Coverage starts on January 1 if you:

- are ACTIVELY AT WORK,
- elected coverage when you were first eligible, and
- already enrolled in the Optional Long Term DISABILITY Plan.

Otherwise, if actively at work and you join:

- when you are first eligible and you are not enrolled in the Optional Long Term Disability Plan, coverage begins at the same time that enrollment in the Optional Long Term Disability Plan becomes effective, or
- after you are first eligible and you are already enrolled in the Optional Long Term Disability Plan, coverage begins once your EVIDENCE OF INSURABILITY application under the Long Term Disability Bonus Income Plan is approved by the CLAIMS ADMINISTRATOR, or
- after you are first eligible and you are not enrolled in the Optional Long Term Disability Plan, coverage begins once your enrollment in the Optional Long Term Disability Plan becomes effective and your Evidence of Insurability application under the Long Term Disability Bonus Income Plan is approved by the Claims Administrator.

If you are absent from work due to disability or leave of absence on the date your coverage would have become effective, your coverage will not become effective until you work one regular working day.

### ***MMA Employees***

Coverage starts on January 1 if you:

- are actively at work,
- elected coverage when you were first eligible, and
- already enrolled in the Optional Long Term Disability Plan.

Otherwise, if actively at work and you join:

- when you are first eligible and you are not enrolled in the Optional Long Term Disability Plan, coverage begins at the same time that enrollment in the Optional Long Term Disability Plan becomes effective, or
- after you are first eligible and you are already enrolled in the Optional Long Term Disability Plan, coverage begins once your Evidence of Insurability application under the Long Term Disability Bonus Income Plan is approved by the Claims Administrator, or
- after you are first eligible and you are not enrolled in the Optional Long Term Disability Plan, coverage begins once your enrollment in the Optional Long Term Disability Plan becomes effective and your Evidence of Insurability application under the Long Term Disability Bonus Income Plan is approved by the Claims Administrator.

If you are absent from work due to disability or leave of absence on the date your coverage would have become effective, your coverage will not become effective until you work one regular working day.

## When Coverage Ends

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

Your eligibility for Long Term DISABILITY Bonus Income Plan coverage will continue until the earliest of the following:

- the date of your death
- the date the Plan is terminated
- the date you commence a leave of absence
- the date you discontinue coverage
- the date you no longer meet the eligibility requirements
- the date your employment is terminated
- the effective date that you discontinue your Optional Long Term Disability Plan coverage
- the year in which your eligible annual bonus in the current calendar year and the past two calendar years equals \$0.

### *Can I convert this coverage to an individual policy if I leave the Company?*

No. You can't convert this Disability Plan benefit to an individual policy when you are no longer eligible for coverage.

## Cost of Coverage

If you elect Long Term DISABILITY Bonus Income coverage, you pay the full cost for coverage.

| <b>Age as of prior Dec. 1<sup>st</sup></b> | <b>Semi-monthly Contribution as a % of Monthly Covered Benefit Amount per Paycheck</b> | <b>Weekly Contribution as a % of Monthly Covered Benefit Amount per Paycheck</b> |
|--|--|--|
| Under 25                                   | 0.0630   | 0.0291   |
| 25 to 29                                   | 0.0735   | 0.0339   |
| 30 to 34                                   | 0.0945   | 0.0436   |
| 35 to 39                                   | 0.1470   | 0.0678   |
| 40 to 44                                   | 0.1995   | 0.0921   |
| 45 to 49                                   | 0.2835   | 0.1308   |

| Age as of prior Dec. 1 <sup>st</sup> | Semi-monthly Contribution as a % of Monthly Covered Benefit Amount per Paycheck | Weekly Contribution as a % of Monthly Covered Benefit Amount per Paycheck |
|--------------------------------------|---|---|
| 50 to 54                             | 0.3570  | 0.1648  |
| 55 to 59                             | 0.4515  | 0.2084  |
| 60 and above                         | 0.4690  | 0.2165  |

### Cost Calculation Examples:

If your ELIGIBLE BONUS is \$25,000, your COVERAGE OPTION is 100% and you are age 37, your cost is:

- $\$25,000 \div 12 \text{ months} = \$2,083.33 \times 0.1470\% = \$3.06$  per semi-monthly paycheck
- $\$25,000 \div 12 \text{ months} = \$2,083.33 \times 0.0678\% = \$1.41$  per weekly paycheck

If your eligible bonus is \$300,000, your coverage option is 50% and you are age 45, your cost is:

- $\$150,000 \div 12 \text{ months} = \$12,500 \times 0.2835\% = \$35.44$  per semi-monthly paycheck
- $\$150,000 \div 12 \text{ months} = \$12,500 \times 0.1308\% = \$16.35$  per weekly paycheck

### ***Where do I find enrollment information and my covered benefit amount(s) under each coverage option percentage?***

|                                   | Enrollment Information   | Covered Benefit Amount(s) under each Coverage Option Percentage               |
|-----------------------------------|--|---|
| Bermuda, Cayman Islands, Barbados | See your invitation letter.  | See your invitation letter.   |
| Marsh & McLennan Companies        | See your invitation letter for Colleague Connect online enrollment instructions. | See your invitation letter for Colleague Connect online viewing instructions. |

Generally, invitations letters are sent in June of each year.

### ***Will my cost change?***

The cost of your Long Term Disability Bonus Income Plan coverage is based on your age as of the prior December 1<sup>st</sup>. As you get older, the incidence of disabilities increases, and the cost of providing coverage increases. Accordingly, your cost increases.

The amount of your eligible bonus and your elected covered coverage option percentage benefit amount will also impact your cost.

### ***When will my cost change go into effect?***

Your cost for Long Term Disability Bonus Income Plan coverage may change. Generally, these changes may occur each January 1.

The Company reserves the right to change the amount you are required to contribute at any time.

### **Taxes**

#### ***Do I pay for coverage with before-tax or after-tax dollars?***

You pay for your Long Term Disability Bonus Income Plan with after-tax dollars which are deducted from your paycheck.

#### ***Do I pay taxes on the long term disability payments I receive?***

Your long term Disability bonus income benefit is not taxable.

## **How the Plan Works**

The Long Term DISABILITY Bonus Income Plan provides for an additional level of income replacement if you elect this coverage and qualify for benefits under the Basic Long Term Disability Plan and the Optional Long Term Disability Plan. Approved benefits begin to be paid on the seventh month of disability.

You must qualify and elect benefit coverage under the Basic Long Term Disability Plan and the Optional Long Term Disability Plan to be considered for benefits under this Plan. The Company provides you with basic disability coverage and you can chose to purchase this additional coverage.

The Plan offers two COVERAGE OPTIONS: a 50% option and a 100% option. If you are approved to receive the Long Term Disability Bonus Income benefit, the Plan provides you with a MONTHLY BENEFIT of 60% of your COVERED BENEFIT AMOUNT, up to a maximum of \$15,000 per month.

The covered benefit amount is determined by applying the coverage option percentage to your ELIGIBLE BONUS. The 100% covered benefit amount coverage option is subject to a maximum covered benefit amount of \$300,000. The 50% coverage option is subject to a minimum covered benefit amount of \$50,000 and a maximum of \$150,000.

The following chart illustrates how your Long Term Disability Bonus Income Plan benefit is determined.

| <b>If your eligible bonus is:</b> | <b>And you may choose from these coverage options:</b> | <b>Your covered benefit amount is:</b> | <b>Your annual Long Term Disability Bonus Income Plan benefit payment is:</b> |
|-----------------------------------|--|--|---|
|-----------------------------------|--|--|---|

| <b>If your eligible bonus is:</b> | <b>And you may choose from these coverage options:</b> | <b>Your covered benefit amount is:</b>  | <b>Your annual Long Term Disability Bonus Income Plan benefit payment is:</b> |
|-----------------------------------|--|---|---|
| \$5,000 to \$50,000               | 100% of eligible bonus                                 | 100% of your eligible bonus   | 60% of your covered benefit amount (maximum \$15,000 per month)               |
| \$50,001 to \$300,000             | 100% of eligible bonus<br>50% of eligible bonus        | 100% of eligible bonus<br>50% of eligible bonus (minimum of \$50,000)                         | 60% of your covered benefit amount (maximum \$15,000 per month)               |
| More than \$300,000               | 100% of eligible bonus<br>50% of eligible bonus        | 100% of eligible bonus (maximum of \$300,000)<br>50% of eligible bonus (maximum of \$150,000) | 60% of your covered benefit amount (maximum \$15,000 per month)               |

For example, if your eligible bonus is \$30,000 and you elect:

- the 100% coverage option, your covered benefit amount would be \$30,000 and your Long Term Disability Bonus Income Plan annual BENEFIT PAYMENT would be \$18,000 (\$30,000 × 60%).

As another example, if your eligible bonus is \$80,000 and you elect:

- the 100% coverage option, your covered benefit amount would be \$80,000 and your Long Term Disability Bonus Income Plan annual benefit payment would be \$48,000 (\$80,000 × 60%).
- the 50% coverage option, your covered benefit amount would be \$50,000 (minimum covered benefit amount) and your Long Term Disability Bonus Income Plan annual benefit payment would be \$30,000 (\$50,000 × 60%).

## Eligible Bonus

An ELIGIBLE BONUS for coverage under the Long Term DISABILITY Bonus Income Plan is an annual incentive bonus award granted through the Company's incentive compensation plans. The definition of eligible bonus includes amounts awarded for a performance year regardless of whether paid promptly following such award, or deferred to a future year, whether distributed in cash or shares of Marsh & McLennan Companies common stock, or whether denominated in cash, stock bonus units (SBUs), other equity-based awards, or any combination thereof.

The definition of eligible bonus excludes amounts that are not awarded as part of an annual incentive bonus award, such as long-term incentive compensation awards, sign-on bonuses, retention bonuses, non-recurring awards, one-time only special recognition awards, commission payments or commission-based incentive awards or awards based

on Marsh & McLennan Companies common stock that are not a part of an annual incentive bonus award.

Despite the general rule above, an Operating Company may approve the inclusion of commission payments or commission-based incentive awards from US sales incentive plans as well as other variable compensation in the definition of an eligible bonus under the Long Term Disability Bonus Income Plan for the employees of that Operating Company. Any such approved inclusion of compensation in the definition of an eligible bonus will be uniformly applied to similarly-situated employees of that Operating Company. Marsh and Mercer have approved the inclusion of the following in the definition of eligible bonus under the Long Term Disability Bonus Income Plan.

| <b>Marsh</b>  | <b>Mercer</b>   |
|---|---|
| <p><b><i>Institutional Plans</i></b></p> <ul style="list-style-type: none"> <li>▪ US SCIP (formerly US VCP)</li> <li>▪ US VCP (2008 Plan Year)</li> <li>▪ ABCD Spot Bonus Plan</li> <li>▪ Marsh Commercial Sales Plan</li> </ul> <p><b><i>US Consumer Plans</i></b></p> <ul style="list-style-type: none"> <li>▪ A/H Quarterly Sales Bonus</li> <li>▪ Association Sales Plan</li> <li>▪ C&amp;C Programs &amp; Franchise</li> <li>▪ Centrelink Commissions</li> <li>▪ Financial Service Sales</li> <li>▪ Marsh Program &amp; Franchise Practice</li> <li>▪ Personal Client Service Plan</li> <li>▪ Sales Compensation Plan</li> <li>▪ Telemarketing Plan Des Moines</li> <li>▪ Telemarketing Plan Park Ridge</li> <li>▪ VB Sales Plan</li> <li>▪ Marsh ClearSight Sales Plan</li> </ul> | <ul style="list-style-type: none"> <li>▪ Outsourcing Sales Plan</li> <li>▪ Consulting Sales Plan</li> <li>▪ H&amp;B VCP</li> <li>▪ H&amp;B Sales Plan</li> <li>▪ Investment Management Sales Incentive Plan</li> <li>▪ Outsourcing Retirement Special</li> <li>▪ Investment Mgmt Sales Plan</li> <li>▪ Success Bonus</li> </ul> |

For the purposes of the Long Term Disability Bonus Income Plan your eligible bonus is the higher of:

- the eligible bonus that you received in the current calendar year with respect to the preceding performance year, or
- the average of your eligible bonuses awarded by the Company for the three or fewer preceding performance years for which you were eligible for the Plan.

## **Disability Explanation**

### *What is the Plan's definition of disability?*

To be considered disabled, you must be "totally" disabled. During **the first 30 months of an approved** DISABILITY (including the first six months under the Short Term Disability

Plan), you are considered totally disabled if you are unable to continuously perform the substantial and material duties of *your* present occupation because of an illness or injury, as long as you are not engaged in any other occupation or employment. Medical certification of disability is required, and you must be under the regular care of a licensed physician who is qualified to treat your condition. You are responsible for any costs you may incur to initially qualify for disability, such as providing medical records or submitting to an independent medical examination. The Plan does not cover these costs.

The Plan's definition of total disability changes **after 30 months** (including the first six months under the Short Term Disability Plan). After this period, you are considered totally disabled and eligible for benefits if you are continuously unable to engage in duties of *any* substantial gainful employment for which you are reasonably qualified by education, training or experience. You must be under the regular care of a licensed physician who is qualified to treat your condition.

You or your doctor may be asked periodically to provide proof of your continuing Disability. You will be responsible for any doctor's charges or other costs associated with providing such proof. The Plan does not cover these costs.

## **Pregnancy**

*Will I receive Long Term Disability Bonus Income Plan benefits if I am pregnant?*

You may be eligible for benefits from the Long Term DISABILITY Bonus Income Plan if your pregnancy, childbirth or any complications prevent you from performing your job for more than six months and you have exhausted your Short Term Disability benefits. As with any disability, you must satisfy the requirements of an eligible disability, and your disability must be approved by the CLAIMS ADMINISTRATOR.

## **Mental Health and Substance Abuse**

### ***Mental Health***

*Can I receive benefits from the Long Term Disability Bonus Income Plan if I have a mental health condition?*

You may be eligible for benefits from the Long Term DISABILITY Bonus Income Plan if your mental health condition prevents you from performing your job. As with any disability, you must satisfy the requirements of an eligible disability, and your disability must be approved by the CLAIMS ADMINISTRATOR.

### *Are benefits limited for mental health conditions?*

If you become disabled (as determined by the Claims Administrator) on or after January 1, 2006 because of a mental health condition that results from any cause, then, subject to all other Plan provisions, benefits will be payable:

- only for so long as you are confined in a hospital or other place licensed to provide medical care for the disabling condition; or
- when you are not so confined, a total of 24 months (excluding the first six months under the Short Term Disability Plan) for all such disabilities during your lifetime.

Mental health condition means any psychological, behavioral or emotional disorder or ailment of the mind, including physical manifestations of psychological, behavioral or emotional disorders, but excluding demonstrable, structural brain damage.

### *If I was approved for Short Term and/or Long Term Disability Bonus Income Plan prior to January 1, 2006, does the 24-month Long Term Disability Bonus Income Plan benefit limit on non-confined treatment for a mental health condition apply?*

No, if you were approved for Short Term and/or Long Term Disability Bonus Income Plan by the Claims Administrator prior to January 1, 2006, you are not subject to the 24-month (excluding the first six months under the Short Term Disability Plan) Long Term Disability Bonus Income Plan benefit limit on non-confined treatment for a mental health condition.

If however, you were approved for Short Term and/or Long Term Disability Bonus Income Plan benefits for non-confined treatment for a mental health condition prior to January 1, 2006, you return to work for at least six months, and then you become disabled again for the same mental health condition on or after January 1, 2006, you are subject to the 24-month (excluding the first six months under the Short Term Disability Plan) Long Term Disability Bonus Income Plan benefit limit on non-confined treatment for a mental health condition.

Periods of non-confined treatment for substance abuse count toward the 24-month (excluding the first six months under the Short Term Disability Plan) Long Term Disability Bonus Income Plan benefit limit on non-confined treatment for mental health conditions.

### ***Substance Abuse***

#### *Can I receive benefits under the Long Term Disability Bonus Income Plan if I have a substance abuse problem?*

You may be eligible for benefits from the Long Term Disability Bonus Income Plan if your substance abuse problem prevents you from performing your job. As with any disability, you must satisfy the requirements of an eligible disability, and your disability must be approved by the Claims Administrator.

### *Are benefits limited for substance abuse?*

If you become disabled (as determined by the Claims Administrator) on or after January 1, 2006 because of alcoholism or the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance then, subject to all other Plan provisions, benefits will be payable:

- only for so long as you are confined in a hospital or other place licensed to provide medical care for the disabling condition; or
- when you are not so confined, a total of 24 months (excluding the first six months under the Short Term Disability Plan) for all such disabilities during your lifetime.

### *If I was approved for Short Term and/or Long Term Disability prior to January 1, 2006, does the 24-month Long Term Disability Bonus Income Plan benefit limit on non-confined treatment for substance abuse apply?*

No, if you were approved for Short Term and/or Long Term Disability Bonus Income Plan by the Claims Administrator prior to January 1, 2006, you are not subject to the 24-month (excluding the first six months under the Short Term Disability Plan) Long Term Disability Bonus Income Plan benefit limit on non-confined treatment for substance abuse.

If however, you were approved for Short Term and/or Long Term Disability Bonus Income Plan benefits for non-confined treatment for a substance abuse problem prior to January 1, 2006, you return to work for at least six months, and then you become disabled again for the same substance abuse problem on or after January 1, 2006, you are subject to the 24-month (excluding the first six months under the Short Term Disability Plan) Long Term Disability Bonus Income Plan benefit limit on non-confined treatment for a substance abuse problem.

Periods of non-confined treatment for substance abuse count toward the 24-month (excluding the first six months under the Short Term Disability Plan) Long Term Disability Bonus Income Plan benefit limit on non-confined treatment for mental health conditions.

## **Exclusions**

### *Are there any restrictions or exclusions?*

Yes. For the plan year beginning July 1, 2006, no benefit is paid for:

- disabilities not treated by a licensed physician who is qualified to treat your condition
- intentionally self-inflicted injuries
- disabilities as a result of declared or undeclared war or act of war
- disabilities as a result of the commission of a felony.

**Note:** Previous to July 1, 2006, a benefit is paid for disabilities as a result of declared or undeclared war or act of war outside the United States, Canada, Puerto Rico, Bermuda, Barbados, and the Cayman Islands for covered employees assigned on a temporary basis by the Company outside their country of regular employment but no benefit is paid for disabilities as a result of voluntary participation in a riot.

## Returning to Work

### *What happens to my Long Term Disability Bonus Income Plan benefit if I return to work part-time?*

If the CLAIMS ADMINISTRATOR approves your return to work part-time as a part of the Basic Long Term DISABILITY Plan's rehabilitative employment program, you will still receive your entire Long Term Disability Bonus Income Plan benefit.

## Rehabilitation Benefits

### *What is the rehabilitative program?*

The rehabilitative program is any gainful occupation or employment for wage or profit, provided such employment is performed during a period in which you are unable to fully perform your regular employment with the Company.

### *What effect does the rehabilitative program have on my benefits under this Plan?*

The Long Term DISABILITY Bonus Income Plan's disability benefits are not reduced by the rehabilitative program. Only the Basic Long Term Disability Plan's disability benefits are reduced by the amounts earned under the rehabilitative program.

### *Am I eligible for the Rehabilitative program benefits?*

If you are receiving Basic Long Term Disability Plan benefits, you are eligible to participate in the rehabilitative program. The rehabilitative program is designed to meet your specific disability needs, and the CLAIMS ADMINISTRATOR and your physician have to approve your participation in the rehabilitative program.

### *Is there a penalty for not participating in the rehabilitative program?*

There is no penalty if you don't participate in the rehabilitative program.

## Disability Payment Details

### *How is the Long Term Disability Bonus Income Plan benefit payment determined?*

The Long Term DISABILITY Bonus Income Plan BENEFIT PAYMENT is determined by taking 60% of your COVERED BENEFIT AMOUNT up to \$15,000 per month. The covered benefit amount is determined by applying the COVERAGE OPTION percentage you elect to your ELIGIBLE BONUS. The 100% coverage option is subject to a maximum of \$300,000. The 50% coverage option is subject to a minimum of \$50,000 and a maximum of \$150,000.

### ***Maximum Benefit***

The Plan's maximum benefit amount is \$15,000 per month.

### **Getting Paid**

You must first qualify for benefits under the Basic Long Term DISABILITY Plan and the Optional Long Term Disability Plan in order to be considered for benefits under the Long Term Disability Bonus Income Plan.

If you elect this coverage and qualify for long term Disability benefits, your payments will begin under the Long Term Disability Bonus Income Plan beginning with the 7<sup>th</sup> month of an approved disability. The Plan will pay a MONTHLY BENEFIT equal to 60% of the COVERED BENEFIT AMOUNT that you have chosen to cover, divided by 12. For example, if your covered benefit amount is \$24,000, your monthly benefit would equal \$1,200 (\$24,000 times 60% divided by 12).

This Plan pays disability benefits regardless of any other disability income you may receive and is subject to the Long Term Disability Income Plan monthly maximum limit of \$15,000.

### ***Benefits Payment Method***

Monthly benefits are paid by the CLAIMS ADMINISTRATOR via check and mailed to your home address at the end of each month.

### ***Payment Period***

Your payments will end on the earliest of the following:

- you cease to be disabled (as determined by the Claims Administrator)
- you die
- you reach age 65 (if your birthday is on the first of the month. Otherwise, payments continue until the end of the month in which you reach age 65.), unless you become disabled on or after age 62 (see the "Benefit Schedule Based on Age" on page 16 for details)
- you reach the disability benefit limit for mental health and/or substance abuse
- after 30 months (including the first six months under the Short Term Disability Plan), unless you are unable to engage in duties of any substantial gainful employment for which you are reasonably qualified by education, training or experience (as determined by the Claims Administrator).

### ***Payment Period Exceptions***

There are exceptions to the normal payment period if:

- the Plan's Claims Administrator offers you a lump-sum settlement, or
- you become disabled on or after age 62.

### ***Benefit Schedule Based on Age***

#### ***How long are benefits paid if I become disabled on or after age 62?***

If you become disabled on or after age 62, benefits will be paid according to the schedule below (based on your age at the time you became disabled):

- age 62, benefits will be paid up to a maximum of 3<sup>1</sup>/<sub>2</sub> years
- age 63, benefits will be paid up to a maximum of 3 years
- age 64, benefits will be paid up to a maximum of 2<sup>1</sup>/<sub>2</sub> years
- age 65, benefits will be paid up to a maximum of 2 years
- age 66, benefits will be paid up to a maximum of 1<sup>3</sup>/<sub>4</sub> years
- age 67, benefits will be paid up to a maximum of 1<sup>1</sup>/<sub>2</sub> years
- age 68, benefits will be paid up to a maximum of 1<sup>1</sup>/<sub>4</sub> years
- age 69 or older, benefits will be paid up to a maximum of 1 year.

### ***Lump-Sum Payments***

#### ***Can I receive a lump-sum benefit in lieu of monthly payments?***

In certain cases, where there is little or no chance of recovery, the Claims Administrator may offer a lump-sum benefit.

If you accept a lump-sum settlement:

- your employment with the Company will be terminated on the date you accept the offer
- your participation in Marsh & McLennan Companies benefit programs ceases on the date you accept the offer. However, you (and your covered family members) would be eligible for COBRA benefit continuation coverage for certain benefits
- you must accept such a settlement under each of the Marsh & McLennan Companies long term Disability plans under which you are covered.

### **Other Sources of Disability Benefits**

#### ***What impact does receiving other disability income benefits have on my Long Term Disability Bonus Income Plan benefit?***

Your Long Term DISABILITY Bonus Income Plan benefit is not reduced by any disability income you receive from other sources (offset income).

### ***Is my Long Term Disability Bonus Income Plan benefit subject to subrogation?***

To the maximum extent permitted by law, the Plan is entitled to equitable or other permitted remedies, including a lien or constructive trust, to recover any amounts received as a result of a judgment, settlement or other means of compensation for conditions or injuries which have resulted in the payment of benefits under this Plan. This will include, but is not limited to, damages for pain and suffering and lost income. The Plan is entitled to recover these amounts from you; any covered family member or beneficiary, or any other person holding them, up to the amount of all payments made or payable in the future plus costs of recovery. The Plan 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 Plan, you agree that:

1. You will promptly notify the CLAIMS ADMINISTRATOR of any settlement negotiations, settlement, or judgment in any litigation related to an event or condition for which you have received, or expect to receive, benefits under this Plan; and
2. Future benefits, even for an unrelated event or condition, may be reduced by the amount of any judgment or settlement, or similar compensation which the Plan would be entitled to under the rules above but is unable to recover.

### **Filing a Claim**

The CLAIMS ADMINISTRATOR will notify you if paperwork is needed to initiate a Long Term DISABILITY Bonus Income Plan claim. Any required paperwork will be sent to your home address.

The documentation typically required includes:

- an Authorization Form to release your medical information
- an Integration Acknowledgement Form which advises you about the integration of other income benefits with this Plan and requires you to agree to reimburse the Company if an overpayment occurs
- additional paperwork as needed.

You must timely complete all requested documentation to receive Long Term Disability Bonus Income Plan benefits.

### ***How do I file a claim?***

After you have been on Short Term Disability for four months and it is anticipated that you may be eligible for Long Term Disability Bonus Income coverage, any additional paperwork needed will be requested directly to your home address. You must complete all requested documentation to receive long term disability bonus income benefits.

## ***Who decides if I am eligible to receive a disability benefit payment?***

The CLAIMS ADMINISTRATOR has full discretion and authority to determine eligibility to receive BENEFIT PAYMENT under the Plan. The Plan Administrator determines any claims concerning whether you are eligible for coverage under the Plan or whether you properly enrolled in the Plan. Please see the *Administrative Information* Section for more information.

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

The Administrative Information Section describes special rules, procedures and deadlines that apply to appeals of benefit determinations and denied claims, and your special legal rights under ERISA.

## **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).

### **BENEFIT PAYMENT**

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The benefit payment is 60% of your covered benefit amount (subject to a monthly maximum of \$15,000).

### **CLAIMS ADMINISTRATOR**

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The Hartford Life Insurance Company  
LTD Benefit Management Services  
P.O. Box 946710  
Maitland, FL 32794  
Phone: +1 800 303 9744  
Fax: +1 407 919 6329

### **COVERAGE OPTION**

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The Plan offers two coverage options: a 50% option and a 100% option.

### **COVERED BENEFIT AMOUNT**

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The covered benefit amount is used to determine the annual Long Term Disability Bonus Income plan payment. It is determined by applying the coverage option percentage you elect to your eligible bonus. The covered benefit amount is subject to a maximum of \$300,000 and if the 50% option is elected, a minimum of \$50,000.

### **DISABILITY**

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To be considered disabled, you must be “totally” disabled. During the first 30 months of an approved disability (including the first six months under the Short Term Disability Plan), you are considered totally disabled if you are unable to continuously perform the substantial and material

duties of your present occupation because of an illness or injury, as long as you are not engaged in any other occupation or employment. Medical certification of disability is required, and you must be under the regular care of a licensed physician who is qualified to treat your condition. You are responsible for any costs you may incur to initially qualify for disability, such as providing medical records or submitting to an independent medical examination. The Plan does not cover these costs.

The Plan's definition of total disability changes after 30 months (including the first six months under the Short Term Disability Plan). After this period, you are considered totally disabled and eligible for benefits if you are continuously unable to engage in duties of any substantial gainful employment for which you are reasonably qualified by education, training or experience. You must be under the regular care of a licensed physician who is qualified to treat your condition.

You or your doctor may be asked periodically to provide proof of your continuing disability. You will be responsible for any doctor's charges or other costs associated with providing such proof. The Plan does not cover these costs.

#### ELIGIBLE BONUS

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An eligible bonus for coverage under the Long Term Disability Bonus Income Plan is an annual incentive bonus award granted through the Company's incentive compensation plans. The definition of eligible bonus includes amounts awarded for a performance year regardless of whether paid promptly following such award, or deferred to a future year, whether distributed in cash or shares of Marsh & McLennan Companies common stock, or whether denominated in cash, stock bonus units (SBUs), other equity-based awards, or any combination thereof.

The definition of eligible bonus excludes amounts that are not awarded as part of an annual incentive bonus award, such as long-term incentive compensation awards, sign-on bonuses, retention bonuses, non-recurring awards, one-time only special recognition awards, commission payments or commission-based incentive awards or awards based on Marsh & McLennan Companies common stock that are not a part of an annual incentive bonus award.

Despite the general rule above, an Operating Company may approve the inclusion of commission payments or commission-based incentive awards from US sales incentive plans as well as other variable compensation in the definition of an eligible bonus under the Long Term Disability Bonus Income Plan for the employees of that Operating Company. Any such approved inclusion of compensation in the definition of an eligible bonus will be uniformly applied to similarly-situated employees of that Operating Company. Marsh and Mercer have approved the inclusion of the following in the definition of eligible bonus under the Long Term Disability Bonus Income Plan.

| <b>Marsh</b>  | <b>Mercer</b>   |
|---|---|
| <p><b><i>Institutional Plans</i></b></p> <ul style="list-style-type: none"> <li>▪ US SCIP (formerly US VCP)</li> <li>▪ US VCP (2008 Plan Year)</li> <li>▪ ABCD Spot Bonus Plan</li> <li>▪ Marsh Commercial Sales Plan</li> </ul> <p><b><i>US Consumer Plans</i></b></p> <ul style="list-style-type: none"> <li>▪ A/H Quarterly Sales Bonus</li> <li>▪ Association Sales Plan</li> <li>▪ C&amp;C Programs &amp; Franchise</li> <li>▪ Centrelink Commissions</li> <li>▪ Financial Service Sales</li> <li>▪ Marsh Program &amp; Franchise Practice</li> <li>▪ Personal Client Service Plan</li> <li>▪ Sales Compensation Plan</li> <li>▪ Telemarketing Plan Des Moines</li> <li>▪ Telemarketing Plan Park Ridge</li> <li>▪ VB Sales Plan</li> </ul> <p><b><i>Marsh ClearSight Sales Plan</i></b></p> | <ul style="list-style-type: none"> <li>▪ Outsourcing Sales Plan</li> <li>▪ Consulting Sales Plan</li> <li>▪ H&amp;B VCP</li> <li>▪ H&amp;B Sales Plan</li> <li>▪ Investment Management Sales Incentive Plan</li> <li>▪ Outsourcing Retirement Special</li> <li>▪ Investment Mgmt Sales Plan</li> <li>▪ Success Bonus</li> </ul> |

For the purposes of the Long Term Disability Bonus Income Plan your eligible bonus is the higher of:

- the eligible bonus that you received in the current calendar year with respect to the preceding performance year, or
- the average of your eligible bonuses awarded by the Company for the three or fewer preceding performance years for which you were eligible for the Plan.

#### EVIDENCE OF INSURABILITY

Evidence of Insurability is proof of good health and is generally required if you do not enroll for coverage when you first become eligible, if the coverage level you are requesting requires such evidence, or if you are increasing coverage. Establishing Evidence of Insurability may require a physical examination at the employee's expense. The Evidence of Insurability must be provided to and approved by the insurer before coverage can go into effect.

#### MONTHLY BENEFIT

The Plan pays a monthly benefit of 60% of your covered benefit amount subject to a maximum of \$15,000.