



Arthur J. Gallagher & Co.

Business Travel Accident Plan

April 1, 2016

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I. Introduction

As an employee of Arthur J. Gallagher & Co. (the “Employer”) you are entitled to certain benefits. The information appearing on the following pages, together with the policy prepared by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies (the “Insurer”), which is available upon request to the Plan Administrator, are a summary of the benefits to which you are entitled. These materials are referred to as a Summary Plan Description (“SPD”) and are required by the Employee Retirement Income Security Act of 1974 (“ERISA”).

As you read the SPD, please keep in mind that it is only a summary of the plan described. As such, it is shorter and less technical than the underlying legal documents that establish the plans, determine eligibility and specify the nature of benefit payments. This SPD does not alter the insurance policies or any other legal instruments relating to any plan. If there is any conflict or inconsistency between this SPD and the insurance policies or other documents constituting any plan, the legal documents that establish the plan will be controlling.

II. Eligibility, Participation, & Coverage

Class 1: All active full-time and regularly scheduled part-time U.S. employees.

The policy provides you with accident coverage while you are traveling on Arthur J. Gallagher & Co. business away from your regular place of employment, at the authorization, direction and expense of Arthur J. Gallagher & Co., and for periods of 180 days or less. Business travel does not include travel between your residence and regular place of employment. Business travel includes travel or activities that are unrelated to business and which take place away from your residence or regular place of employment. Such travel or activities must coincide with your business travel and is limited to any consecutive 72 hour period immediately prior to, during or immediately following such business travel.

The policy also provides accident coverage during travel between your residence and regular place of employment when a strike, major breakdown or catastrophe causes the discontinuance of service of one or more public transportation systems regularly used by you.

Class 2: The spouse of an insured employee.

Class 3: The dependent child of an insured employee.

The policy provides your dependent spouse and children with accident coverage while they are traveling with you on Arthur J. Gallagher & Co. business away from your regular place of employment, at the authorization, direction and expense of Arthur J. Gallagher & Co., and for periods of 180 days or less. Coverage is also

provided while your dependents are traveling with you on relocation travel which is more than 50 miles from your current work location.

Class 5: All active full-time and regularly scheduled part-time employees based in Bermuda and the Cayman Islands

III. Description of Benefits

Class 1 and 5: Five (5) times Annual Earnings, subject to a minimum of \$250,000 and a maximum of \$1,000,000

Class 2: \$25,000

Class 3: \$10,000

If you have less than one full calendar year of continuous Active Service with Arthur J. Gallagher & Co, Annual Earnings are defined as your monthly base salary multiplied by 12.

If you have one or more full calendar years of continuous Active Service with Arthur J. Gallagher & Co., Annual Earnings are defined as your prior year base earnings including overtime and eligible bonuses.

This benefit will pay the applicable benefit amount shown if an accident results in a covered loss not otherwise excluded. The accident must result from an insured hazard and occur while you are insured under the policy, while it is in force. The covered loss must occur within one (1) year after the accident.

Accidental:	Benefit Amounts (Percentage of Principal Sum shown above)
Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any One of each)	50%
Loss of Speech or Loss of Hearing	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the same hand	25%

Carjacking: This benefit will pay 10% of the principal sum, subject to a maximum of \$50,000, if you suffer a covered loss resulting from accidental bodily injury due to carjacking.

Coma: This benefit will pay 1% of the principal sum if accidental bodily injury causes you to: (1) lapse into a coma within 90 days after the accident; remain in a coma for 30 consecutive days; and (3) be confined to a hospital or other licensed facility to receive medically necessary treatment for coma, prescribed and supervised by a physician, within the first 90 days following the accident. The benefit amount for coma is payable monthly up to 100% of the principal sum. Brief lapses from a coma will not be considered an interruption of the consecutive 30 day period, or cause discontinuance in payment, if the lapses and subsequent coma recurrences are due to the same accident. The coma monthly payment will be made until the earliest of the date: (1) you die; (2) you are no longer in a Coma; or (3) total payments equal 100% of the principal sum. If you die within 365 days after the accident, then the benefit will pay a lump sum equal to your principal sum, less any benefit amount for coma already paid.

Medical Evacuation and Repatriation: If your accidental bodily injury, disease or illness occurs during a covered trip and requires: (1) your emergency transportation from the location where you are injured or become ill to the nearest hospital where appropriate medical care and treatment can be provided; or (2) your transfer, from the local hospital where emergency medical treatment is initially given to another hospital or to your domicile or permanent residence; or (3) arrangements for the return of your remains to your domicile or permanent residence in the event of your loss of life; while you are on a covered trip, then this benefit will pay the covered expenses for such medical evacuation or repatriation up to \$100,000. This insurance applies only if the covered trip: (1) is more than 100 miles from your primary residence; and (2) lasts no more than 180 consecutive days. The medical evacuation or repatriation must be ordered by a physician, who certifies that the medical evacuation or repatriation is necessary to prevent death or serious deterioration of your medical condition. The medical evacuation or repatriation must be approved and arranged by the assistance services administrator. If your accidental bodily injury, disease or illness occurs during a covered trip and requires emergency medical treatment while you are on a covered trip, then this benefit will guarantee payment of the charge made by a hospital prior to and as a condition of your admission for such emergency medical treatment up to \$5,000. The assistance services administrator must approve the hospital admission guaranty. If your accidental bodily injury, disease or illness occurs during a covered trip and requires a hospital stay for more than five (5) days while you are on a covered trip, then this benefit will pay up to \$100 per day, for a maximum of seven (7) days, for actual costs incurred by an immediate family member for temporary lodging, transportation and meals while traveling to and from visits with you if all the following conditions are met: (1) you are confined to a hospital; and (2) the hospital is at least 75 miles from your permanent residence; and (3) all transportation arrangements for an immediate family

member are made by the assistance services administrator and are by the most direct and economical route. If your accidental bodily injury, disease or illness occurs during a covered trip and requires a hospital stay for more than 5 days while you are on a covered trip, then this benefit will pay for an accompanying dependent child to return to his or her primary residence. All transportation arrangements must be made by the assistance services administrator and shall be by the most direct and economical route. The benefit amount for medical evacuation or repatriation is payable on an excess basis. The insurance company will determine the charges for medical evacuation or repatriation and will then reduce that amount by amounts already paid or payable by any other plan. The insurance company will pay the resulting benefit amount, but in no event will it pay more than \$100,000. With respect to medical evacuation and repatriation only, the disease or illness exclusion shown in the Exclusions section does not apply.

Psychological Therapy Expense: This benefit will reimburse the reasonable and customary expenses up to 10% of the principal sum, subject to a maximum of \$50,000, for medically necessary counseling for a mental or nervous disorder by a physician, whether on an out-patient basis, in a hospital or any other medical facility licensed to provide such treatment if an accidental bodily injury causes you to suffer a covered loss resulting in a physician's determination that psychological therapy is required for: (1) you; or (2) your dependent. The benefit amount for psychological therapy expense is payable on an excess basis. The insurance company will determine the charge for the psychological therapy expense and will then reduce that amount by amounts already paid or payable by any other plan. The insurance company will pay the resulting benefit amount, but in no event will it pay more than 10% of the principal sum, subject to a maximum of \$50,000. The benefit amount for psychological therapy expense will be paid to the natural person who incurs the expense. The benefit amount for psychological therapy expense will be paid until the earlier of the date on which: (1) 10% of the principal sum, subject to a maximum of \$50,000, has been paid; or (2) 2 years have elapsed from the date of a covered loss.

Rehabilitation Expense: If an accidental bodily injury causes you to suffer a covered loss which: (1) prevents you from performing all the duties of your regular occupation; and (2) requires you to obtain Rehabilitation, as determined by a physician then this benefit will reimburse the reasonable and customary charges up to 10% of the principal sum, subject to a maximum of \$50,000, for treatment, other than psychological therapy, intended to prepare you for work in any gainful occupation, including your regular occupation, that is: (1) provided by a therapist licensed, registered, or certified to perform such treatment; or (2) provided in a hospital or other facility, which is licensed to provide such treatment. The rehabilitation must take place under the direction of a physician. The benefit amount for rehabilitation expense is payable on an excess basis. The insurance company will determine the charge for the rehabilitation expense and will then reduce that amount by amounts already paid or payable by any other plan. The insurance company will pay the resulting benefit amount, but in no event will it pay more than 10% of the principal sum, subject to a maximum of \$50,000. The benefit amount for rehabilitation

expense will be paid until the earlier of the date on which: (1) 10% of the principal sum, subject to a maximum of \$50,000 has been paid; or (2) 2 years have elapsed from the date of the accidental bodily injury.

Seat Belt and Occupant Protection Device: This benefit will pay 10% of the principal sum if you suffer an accidental bodily injury resulting in a covered loss of life while you are operating or riding in a private passenger automobile, and using a seat belt. The seat belt must have been properly secured and used in accordance with the recommendations of its manufacturer. If it cannot be determined whether you were using a seat belt, then the alternate benefit amount of \$2,000 will be paid. This benefit will also pay 10% of the principal sum if you suffer an accidental bodily injury as set forth above and you are positioned in a seat protected by a properly deployed occupant protection device. Occupant protection device means either an air bag, which inflates for added protection to the head and chest areas, or any other personal safety restraint system other than a seat belt recognized by the U.S. National Highway Transportation Safety Board. The benefit amount for an occupant protection device will only be paid if a benefit amount for seat belt other than an alternate benefit amount is paid. Verification of the actual use of the seat belt and proper operation of the occupant protection device at the time of the accident must be part of an official report of such accident or be certified, in writing, by an investigating police officer. In no event will a benefit amount for seat belt be paid if you are operating or riding as a passenger in any vehicle used for a race or contest of any type. In no event will the total payments for seat belt and occupant protection device exceed \$50,000.

IV. Exclusions

Insurance does not apply to any accident, accidental bodily injury or loss caused by or resulting from:

- you being in, entering or exiting any aircraft owned, leased or operated by Arthur J. Gallagher & Co.; or operated by an employee of, or on behalf of Arthur J. Gallagher & Co.
- you being in, entering or exiting any aircraft while you are acting or training as a pilot or crew member.
- your emotional trauma, mental or physical illness, disease, normal pregnancy, normal childbirth or elective abortion, bacterial or viral infection, bodily malfunctions or medical or surgical treatment thereof.
- your incarceration after a conviction.
- your participation in military action while in active military service with the armed forces of any country or established international authority. This exclusion does not apply to the first 60 days of active military service.
- you traveling or flying on any aircraft engaged in specialized aviation activities.
- your suicide, attempted suicide or intentionally self-inflicted injury.
- war.

Insurance also does not apply to any accident, accidental bodily injury or loss when:

- the United States of America has imposed any trade or economic sanctions prohibiting insurance of any accident, accidental bodily injury or loss; or
- there is any other legal prohibition against providing insurance of any accident, accidental bodily injury or loss.

V. Termination of Coverage

This Plan was established after careful study. It is our expectation to continue to sponsor the Plan indefinitely. However, since it is not possible to foresee all future events, we **reserve the right to amend, modify or terminate benefits** under the Plan, in whole or in part, at any time if such action becomes necessary for any reason. In the event that benefits are changed or terminated, the payment of claims incurred prior to such action will be controlled under the terms of the Plan and the applicable insurance contracts.

VI. Contributions

Arthur J. Gallagher & Co. pays the full cost of the premium for this insurance.

VII. How to Report a Claim

Written claim notice must be given to the insurance company, at the address below, or any of its brokers or appointed agents within 20 days after the occurrence or commencement of any loss covered by the policy or as soon as reasonably possible. Notice must include enough information to identify the insured person and policyholder. Failure to give claim notice within 20 days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

CHUBB GROUP OF INSURANCE COMPANIES
CLAIMS SERVICE CENTER
600 INDEPENDENCE PARKWAY
P.O. BOX 4700
CHESAPEAKE, VA 23327-4700

The insurance company has 45 days from the date it receives your claim to determine whether or not benefits are payable to you in accordance with the terms and provisions of the policy. The insurance company may require more time to review your claim if necessary due to circumstances beyond its control. If this should happen, the insurance company must notify you in writing that its review period has been extended. The insurance company may extend its review period twice for an additional period of up to 30 days for each extension. If this extension is made because you must furnish additional information, the extension period will begin when the additional information is received. You or your beneficiary has up to 45 days to furnish the requested information.

During the review period, the insurance company may require additional information regarding the claim. If additional information is required, the insurance company must notify you or your beneficiary, in writing, stating the information needed and explaining why it is needed.

If your claim is approved, you or your beneficiary will receive the appropriate benefit from the insurance company.

VIII. Claims Appeal Procedures

If your claim is denied, in whole or part, the insurance company must provide you or your beneficiary with a written notice of denial within the review period (including any extension periods) which must include the following information:

1. The specific reason(s) the claim was denied.
2. The specific policy provision(s) on which the denial was based.
3. Any additional information required for your claim to be reconsidered and the reason why such information is necessary.
4. A statement informing you of your right to appeal the decision and an explanation of the appeal procedure.

Denied Claim Appeal Procedure

If your claim is denied, in whole or part, you, your beneficiary, or your representative, have the right to appeal the decision. Your request for appeal must be made to the insurance company in writing and must be submitted within 180 days from the date you receive the denial. If you do not make this request within that time period, you will have waived your right to appeal.

Upon receipt of your request, the insurance company must conduct a prompt and complete review of your claim. This review will give no deference to the original claim determination and will be conducted by an individual or committee who had no part in the original claim decision. During that review, you, your beneficiary, or your authorized representative may submit documents or other information in support of your appeal.

The insurance company shall have 45 days from the date it receives your appeal request to review your claim and notify you of its decision. Under special circumstances, the insurance company may require more time to conduct its review of your appeal. If this occurs, the insurance company must notify you in writing that its review has been extended for an additional 45 days.

Upon reaching a final decision, the insurance company must notify you, your beneficiary, or your authorized representative, in writing, of the results of the review and indicate the policy provisions upon which it based its decision. In the case of an adverse decision, you will also be advised of your right to bring legal action under section 502(a) of ERISA following this review.

IX. Beneficiary Designation

The benefit amount for your covered loss of life will be paid to the beneficiary named by you under your Arthur J. Gallagher & Co. employee group life insurance plan and in effect on the date of your or your insured dependent's loss of life. If you have not chosen a beneficiary under the employee group life insurance plan or if there is no beneficiary alive when you or your insured dependent dies, then the benefit amount for loss of life will be paid to the first surviving party in the following order:

- 1) your spouse;
- 2) in equal shares to your surviving children;
- 3) in equal shares to your surviving parents;
- 4) in equal shares to your surviving brothers and sisters;
- 5) your estate.

All other benefit amounts are paid to you, unless otherwise directed by you.

If any beneficiary has not reached the legal age of majority, then the insurance company will pay such beneficiary's legal guardian.

X. Coordination of Benefits

Payment of some of the benefits under the Plan may be coordinated with other medical coverage available to you, your spouse or dependents. Further information concerning the coordination of benefit payments under this Plan with other coverage may be obtained from the Plan Administrator designated below.

XI. Statement of ERISA Rights

Your Rights

As a participant in the Arthur J. Gallagher & Co. Business Travel Accident plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- Receive information about your plan and benefits.
- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective

bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Action by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a (pension, welfare) benefit or exercising your rights under ERISA.

Enforce your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with your Questions

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

XII. Plan Information

Name of Plan: Arthur J. Gallagher & Co. Business Travel Accident Plan

Type of Plan: Group Accidental Death & Dismemberment Insurance

Policy Number: 9906-44-35

Employer/Plan Sponsor: Arthur J. Gallagher & Co.
Two Pierce Place
Itasca, IL 60143
630-773-3800

Employer IRS
Identification #: 36-2481781

Plan Number: 507

Plan Fiscal Year Ends: December 31

Type of Administration: Insurer Administration: Arthur J. Gallagher & Co. has designated Federal Insurance Company as the named fiduciary for adjudicating claims for benefits under the Plan, and for deciding any appeals of denied claims. Federal Insurance Company shall have the authority, in its discretion, to interpret the terms of the Plan, to decide questions of eligibility for coverage or benefits under the Plan, and to make any related findings of fact. All decisions made by Federal Insurance Company shall be final and binding on employees and beneficiaries to the full extent permitted by law.

CHUBB GROUP OF INSURANCE COMPANIES
15 Mountain View Rd.
Warren, NJ 07059

Plan Sponsor: Arthur J. Gallagher & Co.
Two Pierce Place
Itasca, IL 60143
630-773-3800

Agent for Service of Legal
Process: Same as Plan Sponsor