UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 20, 2015 (November 19, 2015)

Willis Group Holdings Public Limited Company
(Exact name of registrant as specified in its charter)

Ireland	001-16503	98-0352587
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

c/o Willis Group Limited, 51 Lime Street, London, EC3M 7DQ, England and Wales
(Address, including Zip Code, of Principal Executive Offices)

Registrant's telephone number, including area code: (011) (44)-(20)-3124-6000

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

As previously announced, on June 29, 2015, Willis Group Holdings Public Limited Company, an Irish public limited company ("Willis"), entered into an Agreement and Plan of Merger (the "Merger Agreement") with Citadel Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Willis ("Merger Sub"), and Towers Watson & Co., a Delaware corporation ("Towers Watson"), pursuant to which Merger Sub will be merged with and into Towers Watson, with Towers Watson continuing as the surviving corporation (the "Merger"). The Merger Agreement is filed as Exhibit 2.1 to Willis' Current Report on Form 8-K filed on June 30, 2015.

On November 19, 2015, Willis, Merger Sub and Towers Watson entered into Amendment No. 1 to the Merger Agreement (the "Amendment"). The Amendment amends the Merger Agreement to, among other things, (i) increase the pre-merger special dividend that Towers Watson intends to declare and pay prior to the closing date of the transactions contemplated by the Merger Agreement from $4.87 per share to $10.00 per share of Towers Watson common stock, (ii) eliminate Willis' obligation to reimburse Towers Watson's fees and expenses up to $45,000,000 if Willis or Towers Watson terminates the Merger Agreement because Willis' shareholders fail to approve the issuance of Willis ordinary shares in connection with the Merger, and (iii) require Towers Watson to pay in cash $60,000,000 for Willis' out-of-pocket fees and expenses (including fees and expenses of financial advisors, outside legal counsel, accountants, experts and other representatives) if (x) either Willis or Towers Watson terminates the Merger Agreement because Towers Watson's stockholders fail to adopt the Merger Agreement and the transactions contemplated thereby, including the Merger or Willis' shareholders fail to approve the issuance of Willis ordinary shares in connection with the Merger or (y) Willis terminates the Merger Agreement due to a breach by Towers Watson which would result in the conditions to the consummation of the Merger not being satisfied.

In addition, the Amendment provides that Willis and Towers Watson shall adjourn or postpone their respective meetings originally scheduled for November 18, 2015 and adjourned to November 20, 2015 to a date to be agreed upon by Willis and Towers Watson, and in no event, later than December 16, 2015. Each of Willis and Towers Watson also agreed to further adjourn their respective meetings for an additional 30 days if necessary to obtain shareholder or stockholder approval, as applicable, of the merger-related proposals upon the request of the other party. Other than as expressly modified by the Amendment, the Merger Agreement remains in full force and effect as originally executed on June 29, 2015.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 2.1 hereto, and is incorporated herein by reference. The representations and warranties contained in the Amendment were made only for the purposes of the Amendment as of specific dates, are solely for the benefit of the parties, and may have been qualified by certain disclosures between the parties and a contractual standard of materiality different from those generally applicable to investors or shareholders or stockholders (as applicable), among other limitations. The representations and warranties were made for the purposes of allocating contractual risk among the parties to the Amendment and should not be relied upon as a disclosure of factual information relating to Wills or Towers Watson. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Amendment, which subsequent information may or may not be fully reflected in public disclosures.

Concurrently with the execution of the Amendment, Towers Watson and ValueAct Capital ("ValueAct"), a beneficial owner of approximately 10.3% of Willis' ordinary shares, entered into Amendment No.1 (the "Voting Agreement Amendment") to the Voting Agreement, dated as of June 29, 2015 (the "Voting Agreement"), by and between ValueAct and Towers Watson pursuant to which the tem "Merger Agreement" as originally used in the Voting Agreement was amended to include the Amendment.

Item 5.07. Submission of Matters to a Vote of Security Holders.

On November 20, 2015, Willis convened an extraordinary meeting of shareholders originally scheduled for November 18, 2015 (the "Willis EGM") at which holders of Willis' ordinary shares, $0.000115 nominal value per share, approved a proposal to adjourn the Willis EGM to a later date to give Willis' shareholders additional time to consider and vote on the proposals relating to the transactions contemplated by the Agreement and Plan of Merger, dated as of June 29, 2015, by and among Willis, Merger Sub, and Towers Watson, as amended by Amendment No. 1 to Agreement and Plan of Merger, dated as of November 19, 2015, by and among Willis, Merger Sub, and Towers Watson. A total of 163,791,052 votes were cast in person or by proxy. The voting results were as follows:

Votes For	Votes Against	Abstentions
151,702,499	9,824,442	2,264,111

The Willis EGM will be reconvened at 8:30 a.m. Eastern Time on December 11, 2015, at The Conrad New York Hotel, located at 102 North End Avenue, New York NY 10282.

Item 7.01. Regulation FD Disclosure.

On November 20, 2015, Willis issued a press release announcing adjournment of the Willis EGM, which press release is furnished on Exhibit 99.1 to this Current Report on Form 8-K.

Where You Can Find Additional Information

In connection with the proposed merger of Towers Watson and Willis Group, Willis Group filed a registration statement on Form S-4 with the Securities and Exchange Commission (the "Commission") that contains a joint proxy statement/prospectus and other relevant documents concerning the proposed transaction. The registration statement on Form S-4 was declared effective by the Commission on October 13, 2015. Each of Towers Watson and Willis Group mailed the joint proxy statement/prospectus to its respective stockholders on or around October 13, 2015. YOU ARE URGED TO READ THE JOINT PROXY STATEMENT/PROSPECTUS AND THE OTHER RELEVANT DOCUMENTS THAT HAVE BEEN OR WILL BE FILED WITH THE COMMISSION AS THEY BECOME AVAILABLE BECAUSE THEY CONTAIN OR WILL CONTAIN IMPORTANT INFORMATION ABOUT TOWERS WATSON, WILLIS GROUP AND THE PROPOSED TRANSACTION. You may obtain the joint proxy statement/prospectus and the other documents filed with the Commission free of charge at the Commission's website, www.sec.gov. In addition, you may obtain free copies of the joint proxy statement/prospectus and the other documents filed by Towers Watson and Willis Group with the Commission by requesting them in writing from Towers Watson, 901 N. Glebe Road, Arlington, VA 22203, Attention: Investor Relations, or by telephone at (703) 258-8000, or from Willis Group, Brookfield Place, 200 Liberty Street, 7th Floor, New York, NY, 10281-1003, Attention: Investor Relations, or by telephone at (212) 915-8084.

Responsibility Statement

The directors of Willis accept responsibility for the information contained in this document other than that relating to Towers Watson, the Towers Watson Group and the directors of Towers Watson and members of their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the directors of Willis (who have taken all reasonable care to ensure that such is the case) the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

Forward-Looking Statements

This document contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. You can identify these statements and other forward-looking statements in this document by words such as "may", "will", "would", "expect", "anticipate", "believe", "estimate", "plan", "intend", "continue", or similar words, expressions or the negative of such terms or other comparable terminology. These statements include, but are not limited to, the benefits of the business combination transaction involving Towers Watson and Willis Group, including the combined company's future financial and operating results, plans, objectives, expectations and intentions and other statements that are not historical facts. Such statements are based upon the current beliefs and expectations of Towers Watson's and Willis Group's management and are subject to significant risks and uncertainties. Actual results may differ from those set forth in the forward-looking statements.

The following factors, among others, could cause actual results to differ from those set forth in the forward-looking statements: the ability to obtain governmental approvals of the transaction on the proposed terms and schedule; the failure of Towers Watson stockholders and Willis Group shareholders to approve the transaction; the failure of the transaction to close for any reason; the risk that the businesses will not be integrated successfully; the risk that anticipated cost savings and any other synergies from the transaction may not be fully realized or may take longer to realize than expected; the potential impact of the announcement or consummation of the proposed transaction on relationships, including with employees, suppliers, customers and competitors; changes in general economic, business and political conditions, including changes in the financial markets; significant competition; compliance with extensive government regulation; the combined company's ability to make acquisitions and its ability to integrate or manage such acquired businesses.

Additional risks and factors are identified under "Risk Factors" in Willis' and Towers Watson's Annual Reports on Form 10-K for their most recent fiscal years, as may be updated in their subsequent filings with the Commission, and under "Risk Factors" in the joint proxy statement/prospectus.

You should not rely upon forward-looking statements as predictions of future events because these statements are based on assumptions that may not come true and are speculative by their nature. Neither Towers Watson or Willis Group undertakes an obligation to update any of the forward-looking information included in this document, whether as a result of new information, future events, changed expectations or otherwise.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

2.1	Amendment No. 1 to Agreement and Plan of Merger, dated November 19, 2015, by and among Willis, Merger Sub and Towers Watson.
99.1	Press release dated November 20, 2015.

SIGNATURES

Pursuant to the requirement of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 20, 2015

WILLIS GROUP HOLDINGS PUBLIC LIMITED COMPANY

By: /s/ Matthew S. Furman
Name: Matthew S. Furman
Title: Executive Vice President and Group General Counsel

EXHIBIT INDEX

Exhibit No.	Description
2.1	Amendment No. 1 to Agreement and Plan of Merger, dated November 19, 2015, by and among Willis, Merger Sub and Towers Watson.
99.1	Press release dated November 20, 2015.

Exhibit 2.1

EXECUTION VERSION

AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER

THIS AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER, dated as of November 19, 2015 (this "Amendment"), is by and among Willis Group Holdings Public Limited Company, an Irish public limited company ("Parent"), Citadel Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("Merger Sub"), and Towers Watson & Co., a Delaware corporation (the "Company"). Parent, Merger Sub and the Company are each sometimes referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Parent, Merger Sub, and the Company entered into that certain Agreement and Plan of Merger dated as of June 29, 2015 (the "Merger Agreement");

WHEREAS, Section 9.1 of the Merger Agreement provides that the Merger Agreement may be amended, modified and supplemented, whether before or after receipt of the Company Stockholder Approval or the Parent Shareholder Issuance Approval, as applicable, by written agreement of the Parties (by action taken by their respective boards of directors);

WHEREAS, Parent, Merger Sub and the Company now intend to amend certain provisions of the Merger Agreement as set forth herein; and

WHEREAS, the respective boards of directors of Parent, Merger Sub and the Company have approved the execution and delivery of this Amendment on behalf of Parent, Merger Sub and the Company, and Parent hereby reaffirms the Parent Board Recommendation and the Company hereby reaffirms the Company Board Recommendation.

NOW, **THEREFORE**, in consideration of the mutual covenants and agreements contained in this Amendment and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein that are not otherwise defined have the meanings set forth in the Merger Agreement.

SECTION 2. Representations of the Parties.

2.1 **Representations and Warranties of the Company**.

(a) The Company has all requisite corporate power and authority to enter into this Amendment. This Amendment has been duly and validly executed and delivered by the Company and, assuming this Amendment constitutes the valid and binding agreement of Parent and Merger Sub, constitutes the valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except that (i) such enforcement may be subject to

applicable bankruptcy, insolvency, examinership, fraudulent transfer, reorganization, moratorium or other similar Laws, now or hereafter in effect, affecting or relating to the enforcement of creditors' rights generally and (ii) equitable remedies of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(b) The Company Board of Directors has received the opinion of Merrill Lynch, Pierce, Fenner & Smith Incorporated to the effect that, as of the date of such opinion and based upon and subject to the matters set forth therein, the Exchange Ratio provided for in the Merger (after giving effect to the Pre-Merger Special Dividend) is fair, from a financial point of view, to holders of Company Shares. An executed copy of such opinion will be made available to Parent solely for informational purposes promptly after receipt thereof by the Company Board of Directors. As of the date of this Amendment, such opinion has not been withdrawn, revoked or modified.

2.2 **Representations and Warranties of Parent and Merger Sub**.

(a) Parent and Merger Sub have all requisite corporate or similar power and authority to enter into this Amendment. This Amendment has been duly and validly executed and delivered by Parent and Merger Sub and, assuming this Amendment constitutes the valid and binding agreement of the Company, constitutes the valid and binding agreement of Parent and Merger Sub, enforceable against Parent and Merger Sub in accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, examinership, fraudulent transfer, reorganization, moratorium or other similar Laws, now or hereafter in effect, affecting or relating to the enforcement of creditors' rights generally and (ii) equitable remedies of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(b) The Parent Board of Directors has received an opinion from Perella Weinberg Partners LP, dated as of the date of such opinion and taking into account the Amendment, and based upon and subject to the various assumptions and limitations set forth therein, that the Exchange Ratio is fair, from a financial point of view, to Parent. An executed copy of such opinion will be made available to the Company solely for informational purposes promptly after receipt thereof by the Parent Board of Directors. As of the date of this Amendment, such opinion has not been withdrawn, revoked or modified.

SECTION 3. Amendments to Merger Agreement.

3.1 The fourth paragraph of the Recitals to the Merger Agreement is hereby amended by deleting each "two (2)" and replacing each with "three (3)".

3.2 Section 1.2 of the Merger Agreement is hereby amended by deleting "third (3rd)" and replacing it with "fourth (4th)."

3.3 Section 5.5(e) of the Merger Agreement is hereby amended by deleting the current text of the section and replacing it with the following:

"(e) Notwithstanding anything to the contrary herein, the Company and Parent shall adjourn or postpone the Company Special Meeting and the Parent Special Meeting, as applicable, originally scheduled for November 18, 2015 and adjourned to November 20, 2015, and shall hold the Company Special Meeting and the Parent Special Meeting on a date to be agreed by Parent and the Company, but in no event, later than December 16, 2015. Upon written request by the other party, the Company or Parent shall further adjourn the Company Special Meeting and the Parent Special Meeting, as applicable, for an additional thirty (30) days if necessary to obtain the Company Stockholder Approval and the Parent Shareholder Approval, as applicable."

3.4 Section 6.14 of the Merger Agreement is hereby amended by deleting "$4.87" and replacing it with "$10.00" and deleting "two (2)" and replacing it with "three (3)."

3.5 Section 8.2(b)(i) of the Merger Agreement is hereby amended by deleting the current text of the section and replacing it with the following:

"If either the Company or Parent terminates this Agreement pursuant to Section 8.1(g) or Section 8.1(h) or Parent terminates this Agreement pursuant to Section 8.1(b) due to a breach by the Company, within three (3) business days after such termination the Company shall pay or cause to be paid to Parent $60,000,000, in cash, which amount the Parties agree represents Parent's estimated out-of-pocket fees and expenses (including fees and expenses of financial advisors, outside legal counsel, accountants, experts, consultants and other Representatives), but excluding any VAT for which Parent (or any member of a VAT Group of which Parent is a member) is entitled to a refund, repayment or credit from any relevant tax authority, incurred by or on behalf of Parent in connection with the authorization, preparation, negotiation, execution or performance of this Agreement and the Transactions (the "Parent Expenses"); *provided* that the payment by the Company of the Parent Expenses pursuant to this Section 8.2(b)(i) shall not relieve the Company of any subsequent obligation to pay the Company Termination Fee pursuant to Section 8.2(b) except to the extent indicated in such section, and (ii) shall not relieve the Company from any liability for damages resulting from a Willful Breach of any of its representations, warranties, covenants or agreements set forth in this Agreement or fraud. To the extent a Company Termination Fee becomes payable, any payment previously made pursuant to this Section 8.2(b)(i) shall be credited against such obligation of the Company to pay the Company Termination Fee."

3.6 Section 8.2(c)(i) of the Merger Agreement is hereby amended by deleting "either Parent or the Company terminates this Agreement pursuant to Section 8.1(h) or."

3.7 Section 9.5 of the Merger Agreement is hereby amended by adding the following defined term:

""*Amendment*" means Amendment No.1 to this Agreement, dated November 19, 2015, by and among Parent, Merger Sub and the Company."

SECTION 4. Effect on Merger Agreement. Other than as specifically set forth herein, all other terms and provisions of the Merger Agreement shall remain unaffected by the terms of this Amendment, and shall continue in full force and effect.

SECTION 5. Severability. If any term or other provision of this Amendment is invalid, illegal or incapable of being enforced by rule of Law or public policy, all other conditions and provisions of this Amendment shall nevertheless remain in full force and effect so long as the economic or legal substance of the Merger is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Amendment so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the Merger is fulfilled to the extent possible.

SECTION 6. Headings. The headings set forth in this Amendment are for convenience of reference purposes only and shall not affect or be deemed to affect in any way the meaning or interpretation of this Amendment or any term or provision hereof.

SECTION 7. Counterparts. This Amendment may be executed manually or by facsimile by the Parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to the other Parties.

SECTION 8. Assignment. This Amendment shall not be assigned by any of the Parties (whether by operation of Law or otherwise) without the prior written consent of the other Parties. Subject to the preceding sentence, but without relieving any Party of any obligation hereunder, this Amendment will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

SECTION 9. Governing Law; Jurisdiction.

9.1 This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to conflicts of laws principles that would result in the application of the Law of any other jurisdiction.

9.2 Each of the Parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the Federal court of the United States of America sitting in Delaware, and appellate courts thereof, in any action or proceeding arising out of or relating to this Amendment delivered in connection herewith or the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such action or proceeding except in the Court of Chancery of the State of Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the Federal court of the United States of America sitting in Delaware, and appellate courts thereof, (ii) agrees that any claim in respect of any such action or proceeding may be heard and determined in the Court of Chancery of the State of Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the Federal court of the United States of America sitting in Delaware, and appellate courts thereof, (iii) waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any such action or proceeding in such courts and (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in such courts. Each of the Parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each Party to this Amendment irrevocably consents to service of process inside or outside the territorial jurisdiction of the courts referred to in this Section 9.2 the manner provided for notices in Section 9.4 of the Merger Agreement. Nothing in this Amendment will affect the right of any Party to this Amendment to serve process in any other manner permitted by Law.

SECTION 10. WAIVER OF JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT, THE MERGER AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE MERGER, AND OTHER TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AMENDMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.

SECTION 11. Entire Agreement; No Third-Party Beneficiaries. This Amendment and the Merger Agreement (including the exhibits and schedules thereto) constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, between the parties hereto, or any of them, with respect to the subject matter of this Amendment. No provision of this Amendment is intended to confer upon any Person other than the Parties and rights or remedies hereunder; provided that nothing in this Section 11 shall limit the right of the Company to seek damages as contemplated by Section 8.2(a) of the Merger Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the date first written above.

WILLIS GROUP HOLDINGS PUBLIC LIMITED COMPANY

By: /s/ Dominic Casserley
Name: Dominic Casserley
Title: Chief Executive Officer

CITADEL MERGER SUB, INC.

By: /s/ Matthew S. Furman
Name: Matthew S. Furman
Title: Vice-President

TOWERS WATSON & CO.

By: /s/ John J. Haley
Name: John J. Haley
Title: Chief Executive Officer

Exhibit 99.1

Willis

News Release

Contact:

Media: Juliet Massey
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Stephen Cohen
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Investors: Matt Rohrmann
+1 212 915 8180
Matt.Rohrmann@Willis.com

WILLIS GROUP ADJOURNS EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS UNTIL 11 DECEMBER 2015

LONDON – November 20, 2015 – Willis Group Holdings (NYSE:WSH) has adjourned its Extraordinary General Meeting to vote on the Company's proposed merger of equals with Towers Watson (Nasdaq:TW) until 11 December 2015 at 08.30 EST. The meeting will take place at The Conrad New York Hotel, 102 North End Avenue, New York, NY 10282, United States.

Towers Watson also adjourned its Special Meeting of Stockholders to the same date.

The adjournments provide shareholders additional time to consider the amended transaction terms announced by the Companies yesterday.

Willis shareholders of record as of October 2, 2015 remain eligible to vote at the reconvened meeting. Willis shareholders who have already voted and do not wish to change their vote do not need to recast their votes. Proxies previously submitted will be voted at the reconvened meeting unless properly revoked. Willis investors with questions regarding the transaction or how to vote their shares may contact the firm's proxy solicitor, Morrow & Co, LLC at 1 (800) 278-2141.

Additional information is available at www.willisandtowerswatson.mergerannouncement.com

ENDS

About Willis Group

Willis Group Holdings plc is a leading global risk advisory, re/insurance broking, and human capital and benefits firm. With roots dating to 1828, Willis operates today on every continent with more than 18,000 employees in over 400 offices. Willis offers its clients superior expertise, teamwork, innovation and market-leading products and professional services in risk management and transfer. Our experts rank among the world's leading authorities on analytics, modelling and mitigation strategies at the intersection of global commerce and extreme events. Find more information at our website, www.willis.com, our leadership journal, *Resilience*, or our up-to-the-minute blog on breaking news, *WillisWire*. Across geographies, industries and specialisms, Willis provides its local and multinational clients with resilience for a risky world.

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