For eligible employees of:

State of Wisconsin

Proposal Date: **December 14, 2012**
Proposal Expires in 90 Days

Group Critical Illness Proposal

Plan Description

The Group Critical Illness product provides a lump-sum benefit upon the diagnosis of not only one covered illness, but for each covered illness.

Why Offer Group Critical Illness Insurance?

Cancer, Heart Attack, Stroke, or Renal Failure that requires dialysis are all life-changing events. Medical coverage will help your employees with a large portion of the medical expenses associated with the Treatment of critical illnesses. But, what about the out-of-pocket medical expenses? What about the expenses associated with life-change following a critical illness? Consider an employee who suffers a Stroke that leaves him paralyzed. Will medical insurance, life insurance or disability insurance pay for the construction of a wheelchair access ramp on the employee's home? What about job retraining? Group Critical Illness insurance provides a lump-sum benefit payment to cover out-of-pocket medical expenses and the costs associated with life-changes following a covered critical illness.

Plan Features

- Lump-sum benefits paid directly to the Insured following the diagnosis of each covered critical illness.
- Payroll Deduction – Premiums are paid through convenient payroll deduction.
- Guaranteed Issue - available.
- Spouse coverage available.
- Each Dependent Child is covered at 50% of the primary Insured amount at no additional charge.
- Benefit amounts available for $5,000 up to $50,000 for employees and $25,000 for spouse.
- Annual Health Screening Benefits included.
- The plan is portable with certain stipulations
- Level premium rates based upon the applicant's age as of the time of application. Rates cannot be individually increased on a particular Insured due to a change in age, health or individual claim.
- 2 Year Rate Guarantee
- Additional Benefits
    - Alzheimer's
    - Benign Brain Tumor
    - Parkinson's
- Immediate effective date – Coverage will be effective the date the employee signs the application.

Underwriting Guidelines – Guaranteed Issue

Guaranteed Issue
Guaranteed Issue is offered during the initial enrollment and for new hires thereafter.

Employee $20,000 and Spouse $10,000 with no participation requirement at initial enrollment.

Modified Guaranteed Issue
For employee amounts of $50,000 or less, and spouse amounts of $25,000 or less:

All applicants are required to answer underwriting questions. These questions are knockout questions. Any "yes" response results in a declination. If participation requirements are met, employees who would otherwise be declined will be issued the lesser of the amount applied for or the Guaranteed Issue limit. Please refer to the application for these questions.

Group Eligibility

A minimum of 25 approved employee payees are needed to establish group billing.

Individual Eligibility

Issue Ages	
Employee	18-69
Spouse	18-69
Children	under age 27

All full-time, benefit eligible employees, working at least **16 hours** or more weekly are eligible. If an employee is eligible, their spouse is eligible for coverage and all children of the Insured who are less than twenty-seven (27) years of age. Seasonal and temporary workers are not eligible to participate.

Spouse Coverage Available

The employee may elect to purchase spouse coverage. In order to apply for spouse coverage, the employee must also apply. The spouse amount may not exceed 50% of the employee amount, subject to the minimum face amount of $5,000. If the employee does not meet the underwriting requirements necessary to participate in the plan, the spouse can still obtain coverage. The spouse would then become the primary Insured and is limited to face amounts between $5,000 and $25,000.

Dependent Children Coverage at No Additional Charge

Each eligible dependent child is covered at 50% of the primary insured amount at no additional charge. The payment of benefits for a dependent child does not reduce the face amount of the primary insured. Child coverage would end when benefits for the last remaining adult insureds is paid in full.

Children-only coverage is not available.

Portability

When coverage is effective and would otherwise terminate because the employee ends employment with the employer, coverage may be continued. The employee will continue the coverage that is inforce on the date employment ends, including dependent coverage then in effect.

The employee will be allowed to continue the coverage until the earlier of the date the employee fails to pay the required premium or the date the group master policy is terminated. Coverage may not be continued if the employee fails to pay any required premium or the group master policy terminates.

Group Critical Illness Benefits

First Occurrence Benefit – After the Waiting Period, an Insured may receive up to 100% of the benefit selected upon the first diagnosis of each covered critical illness.

Covered Critical Illnesses **	
Illnesses Covered Under Plan	Percentage of Face Amount
Cancer (Internal or Invasive)	100%
Heart Attack	100%
Major Organ Transplant	100%
Renal Failure (End Stage)	100%
Stroke	100%
Carcinoma in Situ+	25%
Coronary Artery Bypass Surgery+	25%

Additional Occurrence Benefit – If an Insured collects full benefits for a Critical Illness under the plan and later has one of the remaining covered illnesses, then we will pay the full benefit amount for any additional illness. The two dates of diagnosis must be separated by at least 6 months and is not caused by or contributed to by a Critical Illness for which benefits have been paid.

Re-occurrence Benefit - If an Insured receives full benefit for a covered condition and is later diagnosed with the same condition, we will pay the full benefit again. Occurrences must be separated by at least 12 months or at least 12 months Treatment Free for Cancer. Cancer that has spread (metastasized) even though there is a new tumor will not be considered an additional occurrence unless the Insured has been Treatment Free for at least 12 months.

+ Payment of the partial benefit for Carcinoma in Situ will reduce by 25% the benefit for internal Cancer. Payment of the partial benefit for Coronary Artery Bypass Surgery will reduce by 25% the benefit for a Heart Attack.

Health Screening Benefits

After the Waiting Period, an Insured may receive a maximum of $50 for any one covered screening test per calendar year. We will pay this benefit regardless of the results of the test. Payment of this benefit will not reduce the amount payable for the diagnosis of a critical illness. There is no limit to the number of years the Insured can receive the health screening benefit; it will be paid as long as the policy remains inforce. This benefit is payable for the covered employee and spouse. This benefit is not paid for Dependent Children. The covered health screening tests include but are not limited to:

- Stress test on a bicycle or treadmill
- Fasting blood glucose test, blood test for triglycerides or serum cholesterol test to determine level of HDL and LDL
- Bone marrow testing
- Breast ultrasound
- CA 15-3 (blood test for breast Cancer)
- CA 125 (blood test for ovarian Cancer)
- CEA (blood test for colon Cancer)
- Chest x-ray
- Colonoscopy
- Flexible sigmoidoscopy
- Hemocult stool analysis
- Mammography
- Pap smear
- PSA (blood test for prostate Cancer)
- Serum protein electrophoresis (blood test for myeloma)
- Thermograph

Additional Specified Critical Illnesses (decision to offer to be made by group)

Covered Specified Critical Illnesses*	
Illnesses Covered Under Plan	Percentage of Maximum Benefit
Advanced Alzheimer's	25%
Benign Brain Tumor	100%
Advanced Parkinson's Disease	25%

We will pay the indicated percentages of the applicable Maximum Benefit Amount shown in the Certificate Schedule. Benefits are not payable for loss if these conditions result from another Specified Critical Illness. The Dates of Loss for Specified Critical Illnesses must be separated by at least 6 months for benefits to be payable for multiple Specified Critical Illnesses.

GROUP CRITICAL ILLNESS

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State of Wisconsin - Monthly (12pp/yr)

NONTOBACCO - Employee

AGES	$ 5,000	$ 10,000	$ 15,000	$20,000	$25,000	$ 30,000	$ 35,000	$ 40,000	$ 45,000	$ 50,000
18-29	$ 3.40	$ 5.05	$ 6.70	$ 8.35	$ 10.00	$ 11.65	$ 13.30	$ 14.95	$ 16.60	$ 18.25
30-39	$ 4.50	$ 7.25	$ 10.00	$ 12.75	$ 15.50	$ 18.25	$ 21.00	$ 23.75	$ 26.50	$ 29.25
40-49	$ 7.05	$ 12.35	$ 17.65	$ 22.95	$ 28.25	$ 33.55	$ 38.85	$ 44.15	$ 49.45	$ 54.75
50-59	$ 11.65	$ 21.55	$ 31.45	$ 41.35	$ 51.25	$ 61.15	$ 71.05	$ 80.95	$ 90.85	$ 100.75
60-69	$ 20.30	$ 38.85	$ 57.40	$ 75.95	$ 94.50	$ 113.05	$ 131.60	$ 150.15	$ 168.70	$ 187.25

NONTOBACCO - Spouse

AGES	$ 5,000	$ 7,500	$ 10,000	$ 12,500	$ 15,000	$17,500	$20,000	$22,500	$25,000
18-29	$ 3.40	$ 4.23	$ 5.05	$ 5.88	$ 6.70	$ 7.53	$ 8.35	$ 9.18	$ 10.00
30-39	$ 4.50	$ 5.88	$ 7.25	$ 8.63	$ 10.00	$ 11.38	$ 12.75	$ 14.13	$ 15.50
40-49	$ 7.05	$ 9.70	$ 12.35	$ 15.00	$ 17.65	$ 20.30	$ 22.95	$ 25.60	$ 28.25
50-59	$ 11.65	$ 16.60	$ 21.55	$ 26.50	$ 31.45	$ 36.40	$ 41.35	$ 46.30	$ 51.25
60-69	$ 20.30	$ 29.58	$ 38.85	$ 48.13	$ 57.40	$ 66.68	$ 75.95	$ 85.23	$ 94.50

TOBACCO - Employee

AGES	$5,000	$10,000	$15,000	$20,000	$25,000	$30,000	$35,000	$40,000	$45,000	$50,000
18-29	$ 3.85	$ 5.95	$ 8.05	$ 10.15	$ 12.25	$ 14.35	$ 16.45	$ 18.55	$ 20.65	$ 22.75
30-39	$ 5.75	$ 9.75	$ 13.75	$ 17.75	$ 21.75	$ 25.75	$ 29.75	$ 33.75	$ 37.75	$ 41.75
40-49	$ 11.60	$ 21.45	$ 31.30	$ 41.15	$ 51.00	$ 60.85	$ 70.70	$ 80.55	$ 90.40	$ 100.25
50-59	$ 19.75	$ 37.75	$ 55.75	$ 73.75	$ 91.75	$ 109.75	$ 127.75	$ 145.75	$ 163.75	$ 181.75
60-69	$ 35.10	$ 68.45	$ 101.80	$ 135.15	$ 168.50	$ 201.85	$ 235.20	$ 268.55	$ 301.90	$ 335.25

TOBACCO - Spouse

AGES	$5,000	$7,500	$10,000	$12,500	$15,000	$17,500	$20,000	$22,500	$25,000
18-29	$ 3.85	$ 4.90	$ 5.95	$ 7.00	$ 8.05	$ 9.10	$ 10.15	$ 11.20	$ 12.25
30-39	$ 5.75	$ 7.75	$ 9.75	$ 11.75	$ 13.75	$ 15.75	$ 17.75	$ 19.75	$ 21.75
40-49	$ 11.60	$ 16.53	$ 21.45	$ 26.38	$ 31.30	$ 36.23	$ 41.15	$ 46.08	$ 51.00
50-59	$ 19.75	$ 28.75	$ 37.75	$ 46.75	$ 55.75	$ 64.75	$ 73.75	$ 82.75	$ 91.75
60-69	$ 35.10	$ 51.78	$ 68.45	$ 85.13	$ 101.80	$ 118.48	$ 135.15	$ 151.83	$ 168.50

Rates include cancer benefit.

Rates include: $50 Health Screening Benefit, Specified Critical Illnesses Rider, and no additional riders.

No benefit reduction at age 70.

Please Note: Premiums shown are accurate as of publication. They are subject to change.

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Limitations and Exclusions (also applies to optional benefits)

This Certificate contains a 30-day "Waiting Period". This means a no benefit is payable for any Insured Person who has been diagnosed with a Specified Critical Illness before their coverage has been in force 30 days from the Effective Date shown in the Certificate Schedule. If an Insured is first diagnosed during the "Waiting Period", benefits for treatment of that Critical Illness will apply only to loss commencing after 12 months from their Effective Date; or, at the Employee's option, they may elect to void the Certificate from the beginning and receive a full refund of premium.

The date of diagnosis of a Critical Illness must be separated from the date of diagnosis of a subsequent different Critical Illness by at least 6 months. The date of diagnosis of a Critical Illness must be separated from the date of diagnosis of a subsequent same Critical Illness by at least 12 months, or at least 12 months Treatment Free for Cancer. Cancer that has spread (metastasized) even though there is a new tumor will not be considered an additional occurrence unless the Insured has been Treatment Free for at least 12 months.

The applicable benefit amount will be paid if the date of diagnosis occurs after the Waiting Period, the date of diagnosis occurs while the Insured's coverage is in force; and the cause of the illness is not excluded by name or specific description.

Benefits will not be paid for loss due to:

1. Intentionally self-inflicted injury or action;
2. Suicide or attempted suicide while sane or insane;
3. Conviction of a felony;
4. War, whether declared or undeclared or military conflicts, participation in an insurrection or riot, civil commotion or state of belligerence;
5. Substance abuse.
6. Pre-Existing Conditions
7. No benefits will be paid for diagnosis made or Treatment received outside the United States

Pre-existing Condition Limitation

"Pre-existing Condition" means a sickness or physical condition which, within the 12-month period prior to the Effective Date of the certificate resulted in an Insured Person's receiving medical advice or Treatment.

We will not pay benefits for any sickness or physical condition starting within 12-months of an Insured's Effective Date which is caused by or resulting from a Preexisting Condition.

A claim for benefits for loss starting after 12-months from an Insured's Effective Date will not be reduced or denied on the grounds that it is caused by a Pre-existing Condition.

A condition will no longer be considered preexisting at the end of 12 consecutive months starting and ending after an Insured's Effective Date.

Definitions

Cancer means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of distant tissue. Cancer includes Leukemia. Excluded are Cancers that are non-invasive such as:

1. Pre-malignant tumors or polyps;
2. Carcinoma in Situ;
3. Any skin Cancers except melanomas;
4. Basal cell carcinoma and squamous cell carcinoma of the skin; and
5. Melanoma that is diagnosed as Clark's Level I or II or Breslow less than .77mm.

Cancer is also defined as disease which meets the diagnosis criteria of malignancy established by The American Board of Pathology after a study of the histocytologic architecture or pattern of the suspect tumor, tissue or specimen.

Carcinoma in Situ means Cancer that is in the natural or normal place, confined to the site of origin without having invaded neighboring tissue.

Cancer and/or Carcinoma in Situ must be diagnosed in one of two ways:

1. **Pathological Diagnosis** - A Pathological Diagnosis of Cancer or Carcinoma in Situ is based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of diagnosis must be done by a Certified Pathologist whose diagnosis of malignancy is in keeping with the standards set up by the American Board of Pathology.

2. **Clinical Diagnosis** - A Clinical Diagnosis of Cancer or Carcinoma in Situ is based on the study of symptoms.

We will pay benefits for a Clinical Diagnosis only if:

1. A Pathological Diagnosis cannot be made because it is medically inappropriate or life-threatening; and
2. there is medical evidence to support the diagnosis; and
3. a doctor is treating an Insured for Cancer and/or Carcinoma in Situ.

Heart Attack (Myocardial Infarction) means the death of a portion of the heart muscle (myocardium) resulting from a blockage of one or more coronary arteries. Heart Attack does not include any other disease or injury involving the cardiovascular system. Cardiac Arrest not caused by a Myocardial Infarction is not a Heart Attack. The diagnosis must include all of the following criteria:

1. New and serial Electrocardiographic (EKG) findings consistent with Myocardial Infarction;
2. Elevation of cardiac enzymes above generally accepted laboratory levels of normal in case of creatine physphokinase (CPK), a CPK-MB measurement must be used; and
3. Confirmatory imaging studies such as thallium scans, MUGA scans, or stress echocardiograms.

Definitions (Continued)

Stroke means apoplexy (due to rupture or acute occlusion of a cerebral artery), or a cerebral vascular accident or incident, which began on or after an Insured's Effective Date. Stroke does not include Transient Ischemic Attacks and attacks of Verterbrobasilar Ischemia. We will pay a benefit for Stroke which produces permanent clinical neurological sequela following an initial diagnosis made after any applicable Waiting Period. We must receive evidence of the permanent neurological damage provided from Computed Axial Tomography (CAT scan) or magnetic Resonance Imaging (MRI). Stroke does not mean head injury, transient ischemic attack or chronic cerebrovascular insufficiency.

Renal Failure (Kidney Failure) means the end stage Renal Failure presenting as chronic, irreversible failure of both of your kidneys to function. The kidney failure must necessitate regular renal dialysis, hemo-dialysis or peritoneal dialysis (at least weekly); or which results in kidney transplantation. Renal Failure is covered, provided it is not caused by a traumatic event, including surgical traumas.

Coronary Artery Bypass Surgery – undergoing open heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts, but excluding procedures such as, but not limited to balloon angioplasty, laser relief, stints or other non-surgical procedures.

Major Organ Transplant – Having a Major Organ Transplant means undergoing surgery as a recipient of a transplant of a human heart, lung, liver, kidney, or pancreas.

Insured Person(s) –

1. If Employee coverage is shown in the Certificate Schedule, we insure the Employee.

2. If coverage is for the Spouse of an eligible Employee, we insure the Insured as shown on the Certificate Schedule.

3. Coverage for Dependent Children may be included in an attached Rider (if applicable).

4. If any person who would otherwise be an Insured is specifically excluded from coverage by endorsement to the Certificate or by the application, then such person shall not be an Insured.

5. Any other additions to the Insured class must be added by endorsement after applying to the Company.

Successor Insured - If the Insured dies while covered under this plan, then the surviving spouse shall become the Insured if such spouse is an Insured Person. If there is no surviving spouse covered under this plan, then this plan shall terminate on the next premium due date.

Spouse means an Employee's legal wife or husband.

Definitions (Continued)

Dependent Children – means your natural children, step-children, foster children, legally adopted children or children placed for adoption, who are under age 27.

Coverage of grandchildren – Any children of your covered children will be covered until they are 18 years of age.

Your natural Children born after the Effective Date of this Rider will be covered from the moment of birth. Coverage of an adopted child or child placed for adoption will begin on the date that a court makes a final order granting adoption of the child by the insured or on the date that the child is placed for adoption with the insured, whichever occurs first. If Employee or Employee/Spouse coverage is in force and you desire uninterrupted coverage for a newborn or adopted child, you must notify us within 60 days of the child's birth or the date the child is adopted or placed for adoption. Coverage for newborn or adopted children will be in effect through the 60th day following the date of such event. Upon notification, we will advise you of the additional premium due.

If your children are covered under this Rider, it is not necessary for you to notify us of the birth of a child or the date the child is adopted or placed for adoption, and an additional premium payment will not be required.

Coverage on a Dependent Child(ren) will terminate on the child's 27th birthday. However, if any child is incapable of self-sustaining employment due to mental retardation or physical handicap and is chiefly dependent on his parent(s) for support and maintenance, the above age of twenty-seven (27) shall not apply. Proof of such incapacity and dependency must be furnished to the Company within thirty-one (31) days following such 27th birthday and at any time thereafter except that We may not require proof more frequently than annually after the 2-year period immediately following such 27th birthday.

Actively at Work-to be considered "actively at work" an employee must perform for a full normal workday the regular duties of his employment at the regular place of business or at a location to which he may be required to travel to perform the regular duties of his employment.

Date of Diagnosis - The date of diagnosis is:

1. **For Cancer and or/or Carcinoma in Situ**: the day the tissue specimen, blood samples and /or titer(s) are taken on which the diagnosis of cancer or carcinoma in situ is based.
2. **For Heart Attack**: The date that the death (infarction) of a portion of the heart muscle occurred based on the criteria listed under the Heart Attack definition.
3. **For Stroke**: The date a Stroke occurred based on documented neurological deficits and neuro-imaging studies.
4. **For end stage Renal Failure**: The date that your doctor or physician recommends that you begin renal dialysis.
5. **For Major Organ Transplant surgery or Coronary Artery Bypass Surgery**: The date the surgery occurs for covered transplants or covered Coronary Artery Bypass Surgery.

Treatment means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

Treatment Free means a period of time without the consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

Waiting Period means the number of days after the Effective Date before we will pay benefits for loss due to a Critical Illness. We won't pay benefits for a Critical Illness that begins during the Waiting Period.

Date of Diagnosis is defined for each specified critical illness as follows:

- **Advanced Alzheimer's Disease –** The date a doctor diagnoses you as incapacitated due to Alzheimer's disease.
- **Advanced Parkinson's Disease:** The date a doctor diagnoses you as incapacitated due to Parkinson's disease.
- **Benign Brain Tumor:** The date a doctor determines a benign brain tumor is present based on examination of tissue (biopsy or surgical excision) or specific neuroradiological examination.

Specified Critical Illness is one of the illnesses defined below and shown in the Rider Schedule:

Advanced Alzheimer's Disease means Alzheimer's Disease that causes the insured to be incapacitated. Alzheimer's Disease is a progressive degenerative disease of the brain that is diagnosed by a psychiatrist or neurologist as Alzheimer's Disease. To be incapacitated due to Alzheimer's Disease, the insured must:

- Exhibit the loss of intellectual capacity involving impairment of memory and judgment, resulting in a significant reduction in mental and social functioning, **and**
- Require substantial physical assistance from another adult to perform **at least three** ADLs.

Advanced Parkinson's Disease means Parkinson's Disease that causes the insured to be incapacitated. Parkinson's Disease is a brain disorder that is diagnosed by a psychiatrist or neurologist as Parkinson's Disease. To be incapacitated due to Parkinson's Disease, the insured must:

- Exhibit **at least two** of the following clinical manifestations:
    i. Muscle rigidity
    ii. Tremor
    iii. Bradykinesis (abnormal slowness of movement, sluggishness of physical and mental responses), **and**
- Require substantial physical assistance from another adult to perform **at least three** ADLs.

Benign Brain Tumor is a mass or growth of abnormal, noncancerous cells in the brain. The tumor is composed of similar cells that do not follow normal cell division and growth patterns and develop into a mass of cells that microscopically do not have the characteristic appearance of a cancer.

If this coverage will replace any existing individual policy, please be aware that it may be in your employees' best interest to maintain their individual guaranteed-renewable policy.

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This proposal is a brief description of coverage, not a contract. Read your policy carefully for exact plan language, terms, and conditions.