

MINNESOTA MUTUAL

**REISSUED GROUP LIFE INSURANCE
POLICY NO. 2832-G**

The Minnesota Mutual Life Insurance Company • 400 Robert Street North • St. Paul, Minnesota 55101-2098

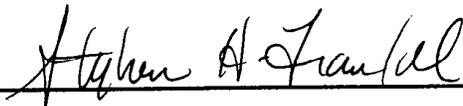
Reissued Group Life Insurance Policy No. 2832-G, heretofore issued by The Minnesota Mutual Life Insurance Company to insure certain employes of the State of Wisconsin and of such other Wisconsin public employers as qualify to participate hereunder is hereby issued as Reissued Group Life Insurance Policy No. 2832-G effective January 1, 1997, and is hereby approved and accepted.

The Minnesota Mutual Life Insurance Company this 7th day of May in the year of 1997.

By 

Title Chairman and CEO
Rmo

The State of Wisconsin Group Insurance Board this 18th day of APRIL in the year of 1997.

By 

Title CHAIR

MINNESOTA MUTUAL

The Minnesota Mutual Life Insurance Company • 400 Robert Street North • St. Paul, Minnesota 55101-2098

THE MINNESOTA MUTUAL LIFE INSURANCE COMPANY

(herein called the Company)

In consideration of the acceptance of this policy by the

Group Insurance Board

of the

STATE OF WISCONSIN

(hereinafter called the Policyholder)

and the payment of premiums as stated herein, hereby agrees to insure certain employees of the

STATE OF WISCONSIN AND OTHER PARTICIPATING WISCONSIN PUBLIC EMPLOYERS

who are or become entitled to insurance under the administrative rules and the terms and conditions of this policy and agrees to pay the amount for which any employee is insured hereunder at the date of his or her death to the person or persons entitled thereto after receipt of due written proof of such death, in accordance with and subject to the provisions of this policy.

This policy is a revision and restatement of Group Life Insurance Policy No. 2832-G issued by the Company to the Group Insurance Board of the State of Wisconsin which was issued on and became effective January 1, 1958, and which was most recently reissued effective January 1, 1994. Policy anniversaries are deemed to occur on the first day of January each year while the policy is in force.

Premiums shall be computed as hereinafter provided and are payable by the Policyholder. Premiums shall become due on the first day of the month while the policy is in force.

Provisions set forth on the following pages are a part of this policy as fully as if recited over the signatures hereto affixed.

In Witness Whereof, The Minnesota Mutual Life Insurance Company has caused this revised policy to be executed effective January 1, 1997, at its Home Office in Saint Paul, Minnesota.

Countersigned by

Secretary

Registrar

Chairman

**REISSUED GROUP LIFE INSURANCE POLICY NO. 2832-G
YEARLY RENEWABLE TERM INSURANCE PAYABLE ON DEATH
CONTRIBUTORY PLAN - ANNUAL DIVIDENDS**

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1. Definitions

Active Employment: Performing the duties of his or her job at the employer's normal place of business.

Additional Plan: Insurance provided under Wis. Stats. §40.03(6)(b).

Administrative Rules: Rules approved by the Employee Trust Funds Board or the Group Insurance Board pursuant to Wis. Stats. §40.03(2) and Chapter 227 of the Wisconsin Statutes.

Annuitant: Means the same as prescribed in Wis. Stats. §40.02(49).

Basic Plan: The insurance provided under Wis. Stats. §40.72(1).

Board: The Group Insurance Board of the State of Wisconsin.

Company: The Minnesota Mutual Life Insurance Company.

Department: Department of Employee Trust Funds of the State of Wisconsin.

Dependent: An employee's unmarried child(ren), including natural child, stepchild, adopted child and a child in an adoptive placement under Wis. Stats. §48.837(1), who is dependent upon the employee for at least 50% of support and maintenance and who is:

- (1) More than 14 days of age, but under 19 years of age;
- (2) Age 19 or older but less than age 25 if a full-time student; or
- (3) Age 19 or older and incapable of self support because of a physical or mental disability which is expected to be of long-continued and indefinite duration in accordance with Administrative Code Rules ETF 10.01(2).

Disability Annuity: Means the same as prescribed in Wis. Stats. §40.02(21) .

Earnings: Wages or salary paid to persons for personal services rendered, by an employer which participates in the Program, and on which Wisconsin Retirement System contributions are paid as prescribed in Wis. Stats. §40.02(22) and 40.72(1). For employees covered by a private pension plan, earnings means taxable compensation as reported to the Internal Revenue Service.

Eligible Employee: Means the same as prescribed in Wis. Stats. §40.02(25) (a) and (c).

Employee: Means the same as prescribed in Wis. Stats. §40.02(26).

Employer: Means the same as prescribed in Wis. Stats. §40.02(28).

Insurance Reduction Age: The later of an employee's 65th birthday or termination of employment but in no event beyond the employee's 70th birthday.

Insured: An employee, spouse, dependent, or annuitant as defined in this policy who is enrolled for the life insurance provided under the policy and whose insurance is in force in accordance with all policy provisions.

Layoff: Means the same as "leave of absence" as prescribed in Wis. Stats. §40.02(40) but excluding the group health insurance portion of the definition.

Local Employee: An employee employed by a participating employer other than the State.

LTDI: Means Long Term Disability Insurance as prescribed in Administrative Code Rules, ETF Chapter 50, subchapter III, Long Term Disability Insurance.

Over Age 70 Additional Plan: The insurance provided under Wis. Stats. §40.03(6)(b).

Participating Employee: Means the same as prescribed in Wis. Stats. §40.22.

Participating Employer: Means the same as prescribed in Wis. Stats. §40.02(47).

Policyholder: The State of Wisconsin Group Insurance Board.

Program: The Wisconsin Public Employers Group Life Insurance Program.

Retired Employee: Means the same as prescribed under Wis. Stats. §40.02(49).

Separation: Termination of all rights to benefits under the Wisconsin Retirement System as prescribed in Wis. Stats. §40.25(3).

Spouse: The legal husband or wife of an employee.

State: The State of Wisconsin.

Supplemental Plan: The insurance provided under Wis. Stats. §40.72(10).

Union Service Leave: Means the same as prescribed in Wis. Stats. §40.02(56).

Wisconsin Public Employers Group Life Insurance Program: The group term life insurance program as prescribed in Wis. Stats. Chapter 40, Subchapter VI.

2. Eligibility for Insurance

Except as otherwise provided by statute or administrative rule, a person shall become eligible for insurance under this policy after January 1, 1958 on the date the person first qualifies as an eligible employee in accordance with Wis. Stats. §40.02(25)(a) or (c) or the date the person again becomes an eligible employee after termination of employment for a period of 30 days or more.

A new six-month period of participating employment as defined in Wis. Stats. §40.02(25)(a)(1) is required if the employee elected and received a separation benefit as provided under Wis. Stats. §40.25(2) or (2m). An employee who returns as an eligible employee within 30 days after termination of employment or after a leave of absence or layoff without earnings during which time the coverage lapsed may re-enroll without evidence of insurability only for the plans that were in effect prior to termination, leave of absence or layoff.

An employee shall also be eligible to enroll for insurance on the effective date of any enactment, repeal, amendment or interpretation of any statute or rule which makes the employee initially eligible for group life insurance.

Except for the Over Age 70 Additional Plan, the employee must have coverage in the Basic Plan to be eligible for coverage in the other plans.

Except as provided under "Employer Error" in Section 3, "Enrollment for Insurance," to be eligible for any initial insurance coverage or any increase in insurance coverage, an employee must not be on unpaid leave of absence or layoff. Eligibility will be suspended until the employee returns to work from unpaid leave of absence or layoff.

3. Enrollment for Insurance

This section is limited to those coverages which the Employer elected to provide eligible employees under Wis. Stats. §40.03(6) or §40.70.

Open Enrollment

Pursuant to the authority granted to the Board under Wis. Stats. §40.03(6)(d) and §40.70(1)(b), an eligible employe may enroll for insurance under this policy by filing an application provided by the Department which must be received by the employer within 30 days after the employe becomes eligible under Section 2, "Eligibility for Insurance." In no event will coverage be in effect if the employer has not received a valid application, even if premiums have been deducted.

Late Enrollment

An eligible employe whose application is not received by the employer within 30 days after the employe becomes eligible may later enroll for insurance by providing evidence of insurability satisfactory to the Company on a form provided by the Department. However, except for the Additional Plan and Spouse and Dependent life insurance, the evidence of insurability must be received by the Company prior to the employe's attainment of age 55.

Enrolling Rehired Employes

A former employe who has continuing group coverage under Wis. Stats. §40.72(4) after termination of employment and who again becomes a participating employe is eligible to continue the types and amounts of coverage in effect at the time of rehire. If the premium payment is being made from a monthly annuity, the employe must arrange for direct billing by the Company by filing a notice with the Department on or before the last day of the month for which premiums were paid from the annuity. Employe contributions will continue only until age 65 as if the employe were an annuitant, and coverage will be adjusted at that time according to Section 5, "Amounts of Coverages." Alternatively, the employe may file an application within 30 days after becoming a participating employe with a participating employer and be considered as a new employe, whereby all annuitant or other continuing coverage is effectively canceled. Coverage as an active employe will become effective on the first day of the month following the later of the employer's receipt of the application or the lapse of annuitant coverage.

Termination of Waiver of Premium

If a waiver of premium benefit is terminated in accordance with Section 6, "Coverage During Disability," the insured is eligible to continue or convert the group coverage subject to the requirements of Wis. Stats. §40.72(4) and Section 15, "Conversion Privilege" by filing an application within 31 days of the termination of the waiver of premium benefit.

Employer Error

Notwithstanding the requirements of enrollment contained in Section 2, "Eligibility for Insurance," as provided by Wis. Stats. §40.70(7m) an application shall be approved beyond the 30-day period after the employe becomes eligible without providing evidence of insurability if all of the following conditions are met:

- (1) the employer furnishes sufficient information to the Department indicating the employer did not provide an application form, submit premium payments, advise the employe of eligibility or perform other enrollment requirements;
- (2) the employe files an application provided by the Department which must be received by the employer within 30 days after the employe first becomes aware of the error; and
- (3) the Department finds that the employe was denied coverage as a result of employer error as specified in Wis. Stats. §40.70(7m).

If the application is approved, the coverage will become effective the first day of the calendar month on or after the date the application is received by the employer.

An employe who receives from the employer a written statement of fringe benefits indicating that the correct amount of coverage is not in effect is presumed to be aware of the error unless other evidence shows that the employe could not reasonably discover the error by inspecting the statement.

In instances where premium payment was instituted but a properly completed application was not received by the employer within 30 days after the employe becomes eligible under Section 2, "Eligibility for Insurance," and filed with the Department, the employe's premiums will be refunded since there is no coverage.

If an error is discovered while the employe is on leave of absence, the employe is eligible to enroll during the leave provided that premiums have been paid or are prepaid as provided in Section 7, "Coverage During Employment Gaps," for at least one month prior to termination of employment or initiation of a waiver of premiums.

Over Age 70 Additional Plan

An employe who is insured under the Additional Plan may enroll without providing evidence of insurability for the Over Age 70 Additional Plan by filing an application provided by the Department, which must be received by the employer within 30 days prior to the employe's 70th birthday. An eligible employe whose application is not received by the employer within 30 days prior to the employe's 70th birthday may later enroll for insurance by providing evidence of insurability satisfactory to the Company on a form provided by the Department.

If the employe is on leave of absence without pay during the entire 30-day application period, coverage may not be continued. However, the employe shall have a 30-day application period to enroll without providing evidence of insurability upon return to active employment. All other participating employes who are over age 70, including those who were first covered under the Wisconsin Retirement System after age 70, may apply for coverage by providing evidence of insurability satisfactory to the Company.

4. Effective Date of Insurance Coverage

The effective date of insurance under this policy for any eligible employe who files an application in accordance with the open enrollment provision under Section 3, "Enrollment for Insurance," shall be the first day of the calendar month which begins on or after the later of:

- (1) the date the employe attains eligibility; or
- (2) the date the application form is received by the employer.

For an employe who is required to submit evidence of insurability under Section 3, "Enrollment for Insurance," the effective date of insurance shall be the first day of the calendar month which begins on or after the date the application is approved by the Company.

5. Amounts of Coverages

The amount of group life insurance available to an employe under this policy shall be in accordance with Wis. Stats. §40.72 and §40.03(6)(b), applicable administrative rules, and the schedules set forth in this section.

When the employe first becomes insured, the amount of insurance shall be an estimate, as determined by the employer, of the amount of earnings to be received by the employe from that employer in the succeeding twelve months, rounded up to the next higher \$1,000. Estimated insurance amounts shall remain in effect until the employe has been employed for a full calendar year. If an employe has been actively employed by the current employer and covered under the Wisconsin Retirement System for the entire previous calendar year, the insurance amount shall be based on the prior year Wisconsin Retirement System earnings from that employer.

If a previously insured employe was on a leave of absence without pay for three consecutive months or more in the prior calendar year, the coverage amount beginning on January 1, or when the employe returns to active employment if later, shall be based on the employer's estimate, the same as for a new employe. However, if coverage did not lapse during the leave, the new coverage amount shall be based on the employe's prior year Wisconsin Retirement System earnings from that employer, the employe's estimated earnings for the next twelve months, or the amount currently in effect, whichever is highest. If an insured annuitant under age 70 becomes a participating employe and elects coverage in that capacity, the amount of insurance shall be determined in the same manner as for any other new eligible employe.

Except as otherwise provided in this section, increases in the amount of insurance shall be made on January 1 of each calendar year based on the Wisconsin Retirement System earnings received during the previous calendar year from that participating employer.

Pursuant to Wis. Stats. §40.72(8), the amount of coverage for an insured employe under age 70 shall not be reduced in subsequent consecutive years of eligible employment with the same employer unless the insured employe signs and files with his employer a form provided by the Department authorizing coverage to be determined in accordance with Wis. Stats §40.72(1). The Department must receive the signed form from the employer or coverage continues at the higher amount. Any reduction in coverage will take effect on the first day of the calendar month that begins on or after the date the Department receives the form.

5.1 - Basic Plan, Supplemental Plan, Additional Plan, and Over Age 70 Additional Plan Coverages

This section sets forth the group life insurance on the life of each eligible employe who has enrolled for the insurance as provided in Section 3, "Enrollment for Insurance."

Basic Plan

Except as provided in Section 5, "Amounts of Coverages" above, Basic Plan insurance prior to attainment of the insurance reduction age is equal to 100% of the employe's previous calendar year earnings from the current employer rounded to the next higher \$1,000, if earnings are not in even \$1,000 increments.

Supplemental Plan

Except as provided in Section 5 above, Supplemental Plan insurance is equal to 100% of the employe's previous calendar year earnings rounded to the next higher \$1,000, if earnings are not in even \$1,000 increments. Prior to April 24, 1990, an optional amount of supplemental insurance was available equal to 50% of the employe's earnings rounded to the next higher \$1,000, if earnings were not in even \$1,000 increments. An insured employe who elected the optional amount prior to April 24, 1990 may continue coverage on that basis until that coverage is terminated in accordance with Section 9, "Termination of Employee's Insurance." All Supplemental Plan insurance terminates on the date the employe attains the insurance reduction age.

Additional Plan

Except as otherwise provided, all provisions of the policy which apply to the Supplemental Plan insurance shall also apply to the Additional Plan insurance.

Additional Plan insurance is equal to 100% of the employe's previous calendar year earnings rounded to the next higher \$1,000, if earnings are not in even \$1,000 increments. Insurance provided under the Additional Plan terminates on the earliest date specified in Section 9, "Termination of Employee's Insurance."

Over Age 70 Additional Plan

An employe who is insured under the Additional Plan and who is receiving earnings may continue the Additional Plan after age 70 in accordance with Section 3, "Enrollment for Insurance," of this policy. Coverage will then remain in effect until the date the employe terminates employment, provided premiums are paid for the month in which the employe turned age 70 and for all subsequent months until employment terminates. If the employe does not file a timely application, Additional Plan insurance shall terminate on the employe's 70th birthday.

In no event shall the Accidental Death and Dismemberment insurance benefits provided under Section 5.3 continue beyond attainment of age 70.

5.2 - Postretirement Basic Plan Coverage

Subject to Wis. Stats. §40.72(4), Basic Plan insurance will continue after attainment of the insurance reduction age in a reduced amount for the lifetime of the insured individual as follows:

50% Postretirement Schedule

Beginning on and after the 65th birthday and before the 66th birthday	75%
Beginning on and after the 66th birthday to the end of life	50%

This schedule applies to the following insureds:

- (1) State employes who attain age 65 on or after July 1, 1972, except teachers as defined in Wis. Stats. §40.02(55) who are in the unclassified service of the State; and
- (2) Teachers as defined in Wis. Stats. §40.02(55), in the unclassified service of the State who attain age 65 on or after July 1, 1977; and
- (3) Teachers as defined in Wis. Stats. §40.02(55), in the unclassified service of the State who attained age 65 on or after July 1, 1972 and prior to July 1, 1977 and who retire on or after January 1, 1979; and
- (4) Local employes whose employer has elected the 50% postretirement schedule.

25% Postretirement Schedule

Beginning on and after the 65th birthday and before the 66th birthday	75%
Beginning on and after the 66th birthday and before the 67th birthday	50%
Beginning on or after the 67th birthday to the end of life	25%

This schedule applies to the following insureds:

- (1) State employes who attained age 65 prior to July 1, 1972; and
- (2) Teachers as defined in Wis. Stats. §40.02(55) of the Wisconsin Statutes, in the unclassified service of the State who attained age 65 on or after July 1, 1972 and prior to July 1, 1977, and who retired prior to January 1, 1979; and
- (3) State employes who first became insured on or after age 65 and prior to January 1, 1979; and
- (4) Local government employes whose employer has not elected the 50% postretirement benefit.

The percentages shown for the 50% and 25% Postretirement Schedules above shall be applied to the amount of Basic Plan insurance in effect on the life of the insured employe immediately before attainment of the insurance reduction age.

5.3 - Accidental Death and Dismemberment Coverage

The benefits set forth in this section terminate on the date the employe attains the insurance reduction age.

Upon receipt of due written proof that any insured employe has sustained a bodily injury, as shown by a visible contusion or wound on the exterior of the body (except in case of drowning) solely through external, violent and accidental means and has suffered any loss specified under coverage A or B below within one year from the date of the accident as a direct result of that injury and independently of all other causes, the Company shall pay the amount of insurance specified for that loss subject to all of the limitations set forth below.

Coverage A - Loss of Life, Limb or Sight

Loss	Benefit Payment
Life	Principal Sum
Two or More Members	Principal Sum
One Member	One-Half of Principal Sum
Thumb and Index Finger on Same Hand	One-Fourth of Principal Sum

Coverage B - Permanent and Total Loss of Use

Loss	Benefit Payment
Each Hand or Foot from Wrist or Ankle	One-Fourth of Principal Sum
Each Arm or Leg from Shoulder or Hip	One-Half of Principal Sum

Definitions

Principal Sum: An amount equal to the amount of group life insurance in effect under this policy on the employe's life on the date the injury for which claim is made is sustained.

Member: Hand, foot or eye.

Loss: With regard to hand or foot, actual severance through or above the wrist or ankle joint; with regard to eye, entire and irrecoverable loss of sight; with regard to thumb and index finger, actual severance through or above the metacarpophalangeal joints (the joints closest to the palm of the hand).

Permanent and Total Loss of Use: The permanent and total loss of the ability to function because of incurable paralysis or stiffening without regard to the particular requirements of the employe's occupation or profession. Permanent and total loss of use of arm or leg shall mean permanent and total loss of use of the entire arm or leg including loss of use of the attached hand or foot.

Beneficiaries

Benefits for loss of life are payable to the beneficiary of the employe, as provided in Section 18, "Beneficiaries." All other benefits are payable to the employe.

Subsequent Losses

If an employe who has received payment for a loss under this policy incurs a subsequent loss, payment shall be made for that loss without reference to any previous loss.

Multiple Losses

If an employe suffers more than one of the losses listed in Coverages A and B because of any one accident, payment shall be made only for that one loss for which the largest amount is payable, not to exceed the Principal Sum.

Limitations

Benefits shall not be payable if death or other loss results from:

- (1) War, declared or undeclared, or any act incident to war;
- (2) Travel or flight in or on any species of military aircraft other than as a passenger in a transport aircraft or of participation as a passenger or otherwise in any other form of military aviation or military aeronautic operation;
- (3) Participation in, or attempt to commit, assault or felony;
- (4) Intentional self-inflicted injury or suicide or any attempt at self-inflicted injury or suicide, while sane or insane;
- (5) Bodily or mental infirmity, illness or disease, directly or indirectly;
- (6) Poisoning or bacterial infection other than infection occurring in consequence of an accident.

Claims

Written notice of injury on which claim may be based must be received by the Company at its Home Office in Saint Paul within thirty days after the accident causing the injury. Affirmative proof of loss must be received by the Company at its Home Office within ninety days after the date of the loss. The notice and proof are conditions precedent to a valid claim. Failure to give notice or furnish proof within the time here provided shall not invalidate a claim, however, if it is shown not to have been reasonably possible to give notice or furnish proof prior to the date it is presented.

The Company shall have the right and opportunity to examine the injured employe when and so often as it may reasonably require during the pendency of a claim under this Schedule and also, where not forbidden by law, the right and opportunity to make an autopsy in case of death.

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of two years (or the maximum time if more than two years permitted by the law of the state where the insured resides) after the time written proof of loss is required to be furnished.

5.4 - Spouse and Dependent Coverage

Upon receipt of due written proof of the death of an insured spouse or dependent, the Company shall pay the amount of insurance set forth in this section.

Amount of Insurance

An eligible employe may elect either one or two units of coverage. The amount of insurance under each unit shall be as follows:

Spouse:	\$10,000
Each Dependent Child:	\$ 5,000

Whenever husband and wife both have enrolled for dependent coverage as employees, there will be benefit payment under each parent's coverage in the event of the death of a dependent.

Eligible Spouse and Dependents

An eligible spouse or dependent is a person who satisfies the definition of this status in Section 1, "Definitions." Eligibility ceases at the end of the calendar month in which the child marries or the end of the calendar year in which the child turns 19, or 25 if a full-time student, or in which a child over age 19 ceases to be a full-time student, whichever is earliest.

A child who is not dependent upon the employe for at least 50% of support and maintenance at the time that other family members are enrolled may subsequently be insured when he or she meets the definition of dependent. However, evidence of insurability is required if at any previous time the employe failed to elect Spouse and Dependent coverage when eligible for Open Enrollment as defined below.

Any previously insured dependent who ceased to be a dependent may later qualify as an insured dependent if suffering from a physical or mental disability which has lasted for a year and is expected to be of an indefinite and long duration. This disability must be supported by medical evidence. The employe must file a statement with the Department certifying the dependent's status and that the employe has provided at least 50% of the dependent's prior year's support. The evidence of support must meet the requirements for dependent's support as required by the Federal Internal Revenue Code. Annual medical reports and support certifications must be provided by the employe to the Company. The Department will notify the employe when coverage is approved and becomes effective for the dependent.

Enrollment

Open Enrollment

An eligible employe may enroll for Spouse and Dependent insurance by filing an application provided by the Department which must be received by the employer within 30 days after:

- (1) The date the employe first qualifies with that employer as an eligible employe under Wis. Stats. §40.02(25)(a) or (c) provided the employe enrolls in the Basic Plan.
- (2) The date the insured employe first has a spouse or dependent to insure or the date the insured employe again has a spouse or dependent to insure following a period of at least 30 days during which the employe had neither a spouse nor a dependent as defined in this section. If the insured employe is on leave of absence or layoff at the time of such occurrence, then the employe is eligible to enroll upon return to work.
- (3) The date an employe returns to active employment if within 30 days of termination of employment, or after a leave of absence or layoff without earnings, during which time the coverage lapsed. For purposes of this paragraph, the employe may re-enroll only for the plans of coverage that were in effect prior to termination of employment, leave of absence or layoff.

An employe may not enroll for Spouse and Dependent coverage through more than one employer.

Late Enrollment

An eligible employe under age 70 who does not enroll within the time period specified in the preceding paragraph may obtain coverage by providing evidence of insurability satisfactory to the Company for all of the individuals who are eligible for coverage. The evidence shall be submitted on a form provided by the Department. All of the individuals eligible for coverage must be approved in order for any individual to become insured.

Effective Date of Insurance

If an eligible employe enrolls for Spouse and Dependent coverage within the applicable 30-day period specified in the preceding section, coverage shall be effective on the first day of the calendar month which begins on or after the date the application form is received by the employer. If evidence of insurability is required, coverage shall be effective on the first date of the calendar month following the date coverage is approved by the Company.

Beneficiary

The beneficiary of Spouse and Dependent life insurance benefits will be the employe. In the event of the simultaneous death of the employe and a spouse or a dependent, the principal amount of insurance shall be paid to the employe's estate. However, if the employe predeceased the insured spouse or dependent, or intentionally and unlawfully kills the insured spouse or dependent, the benefit shall be paid to the insured spouse's (or dependent's) beneficiary, determined as if Wis. Stats §40.02(8) applied to the insured spouse (or dependent), except the person who intentionally and unlawfully killed the insured may not receive any benefit and shall be treated as having predeceased the insured. If no beneficiary can be identified by applying Wis. Stats § 40.02(8), the benefit shall be paid to the insured spouse's (or dependent's) estate.

Termination

Insurance on any spouse or dependent shall terminate automatically on the earliest of the following dates:

- (1) The last day of the calendar month following the month in which the employe terminates employment; or
- (2) The date the employe meets any of the conditions specified in Section 9, "Termination of Employee's Insurance" or reaches age 70; or
- (3) For an individual whose premiums are waived under Section 6, "Coverage During Disability," the date the individual reaches the insurance reduction age; or
- (4) The last day of the calendar month following the month in which the employer receives a written notice of cancellation of this insurance from the employe or the Department receives a written notice from the annuitant. The notice must be on a form provided by the Department. A notice of cancellation may be withdrawn only by a written request to the employer or the Department which is received prior to the termination of coverage; or
- (5) For a dependent, the date of qualification for insurance as an eligible employe under Wis. Stats. §40.02(25); or
- (6) For a spouse, the date a divorce decree is entered; or
- (7) Ninety days after the death of the employe; or
- (8) For a dependent, at the end of the month in which the dependent marries or at the end of the calendar year in which the dependent attains the age of 19 years if not a full-time student or at the end of the calendar year in which the dependent ceases to be a full-time student or at the end of the calendar year in which the dependent attains the age of 25 years, whichever occurs first; or
- (9) For a dependent incapable of self-support due to a physical or mental disability which can be expected to be of long-continued or indefinite duration, the date disability ceases or the date of marriage, whichever occurs first, regardless of age or student status; or
- (10) The date this coverage is terminated.

Insurance coverage shall be considered canceled if an employee who is receiving earnings fails to make required premium payments during a consecutive 60-day period, commencing with the first day for which premiums have not been paid, except where the employer has elected to pay the entire premium for all its employees as described in Section 13, "Employer Contributions." Cancellation under this provision shall not preclude the employee from obtaining life insurance coverage after the 60 days have elapsed, if premiums were omitted as a result of employer error as defined in Section 3, "Enrollment for Insurance," and the employee files with the Department a new application for coverage within 30 days after the employer issues written notice of error to the employee.

5.5 - Living Benefits

This section provides for the accelerated payment of the life insurance benefits provided under the policy under certain circumstances.

Amount of Living Benefit

The insured may request any living benefit payment amount not exceeding the total amount of life insurance in force on the life of the insured, except that if the insured requests a partial living benefit which is less than the total amount of insurance in force the amount requested may not be less than \$5,000.

If the insured elects to receive living benefits equal to the total amount of insurance in force on the life of the insured, the insured's coverage under the policy will terminate upon payment of the benefit. If the insured is an employee who has enrolled his or her eligible spouse and dependents under Section 5.4, "Spouse and Dependent Coverage," coverage of the insured's eligible spouse and dependents shall continue in accordance with Section 6, "Coverage During Disability," but in no event beyond ninety days after the death of the insured.

If the insured elects to receive a partial living benefit, the amount of insurance on the life of the insured will be reduced by the amount of the living benefit payment. Payment to an employee shall be made first from the Additional Plan coverage, if any, then from the Supplemental Plan coverage, if any, and lastly from the Basic Plan coverage. The remaining amount of insurance shall continue in force subject to all provisions of the policy. If the insured is an employee who has not attained the insurance reduction age, any required premiums will be reduced to reflect the remaining amount of insurance. If the insured is a spouse or dependent insured under Section 5.4, "Spouse and Dependent Coverage," the premiums required for any remaining coverage under Section 5.4 will not be reduced.

The insured may reapply for the payment of any remaining amount of insurance at any time. However, the Company reserves the right to ask for further satisfactory evidence that the insured meets all requirements for the living benefit.

The amount of life insurance eligible for a living benefit payment shall be the total amount of insurance in force on the life of the insured on the date the Company receives the application for a living benefit payment. During the review period extending from that date through the date the Company either pays or determines to deny the living benefit, no increases or reductions shall be made in the insured's amount of life insurance. If the insured dies during the review period, the amount payable as a death benefit shall be the coverage amount in effect at the beginning of the review period. Any amount of life insurance which remains in force after the review period ends shall be subject to increases or reductions in accordance with all provisions of the policy.

The maximum amount of living benefits payable to an insured during his or her lifetime is limited to the coverage amount in effect on the date the Company receives the first application which is approved, together with any increases on the remaining coverage amount which occur between the date of a partial payment and the date all coverage terminates. If the insured is reenrolled for coverage after a living benefit has been paid, such reenrollment does not increase the maximum living benefits that may be paid.

Definitions

Living Benefit: The amount of the insured's life insurance benefits paid under this section.

Physician: An individual who is licensed to practice medicine or treat illness in the state in which treatment is received. This does not include the insured or a member of the insured's immediate family.

Immediate Family: The insured's spouse, child, parent, grandparent, grandchild, brothers and sisters and their spouses.

Terminal Condition: A condition caused by sickness or accident which directly results in a life expectancy of twelve months or less.

Skilled or Intermediate Confinement: Confinement which:

- (1) Is performed under the supervision of a physician; and
- (2) Consists of nursing and rehabilitation services administered by registered nurses (RNs), licensed practical nurses (LPNs), licensed vocational nurses or physical therapists; and
- (3) Is available on a 24-hour basis; and
- (4) Is received in a facility whose primary function is to provide, for a charge, room and board and skilled nursing care to individuals who are not able to care for themselves due to sickness or injury and who require regular nursing and rehabilitative care. The facility must be either a separate facility or a distinct part of another facility physically separated from the rest of such facility; and
- (5) Is received in a facility that is not, other than incidentally, a hospital, a home for the aged, a retirement home, a group home, a rest home, a community living center, or a place mainly for the treatment of alcoholism, mental illness, or drug abuse.

Custodial Confinement: Confinement which:

- (1) Is primarily for the purpose of assisting in daily living functions; and
- (2) Can be provided without professional skills or training and could not have been omitted without adversely affecting the insured's physical or mental condition; and
- (3) Is received in a facility whose primary function is to provide, for a charge, room and board and custodial care to individuals who are not able to care for themselves due to sickness or injury but do not require daily nursing care. The facility must be either a separate facility or a distinct part of another facility physically separated from the rest of such facility; and
- (4) Is received in a facility that is not, other than incidentally, a hospital, a home for the aged, a retirement home, a group home, a rest home, a community living center, or a place mainly for the treatment of alcoholism, mental illness, or drug abuse.

Hospice Care: A certified care program which must be prescribed and supervised by a licensed physician. It must also be appropriately licensed and certified in the state where it is administered.

Eligibility for Living Benefit

If the insured:

- (1) Has a terminal condition; or
- (2) Satisfies the requirements for confinement on a skilled, intermediate, or custodial care basis; or
- (3) Is admitted into a hospice care program;

the insured may request a living benefit.

Under the terminal condition option, the insured must provide evidence satisfactory to the Company that the insured's life expectancy, because of sickness or accident, is twelve months or less.

Under the skilled, intermediate, or custodial care option, the insured must provide evidence satisfactory to the Company that the insured has been confined on such basis for six continuous months and is expected to continue to be confined until death.

Under the hospice care option, the insured must provide evidence satisfactory to the Company that the insured has entered a certified hospice program.

Under all options, the evidence submitted to the Company must include certification of the insured's condition by a licensed physician. The Company reserves the right to ask for independent medical verification of the insured's condition.

The confinement or care of the insured must be medically necessary. This means it must be appropriate and consistent with the diagnosis and in accord with accepted standards of community practice, it must not be considered experimental and it could not have been omitted without adversely affecting the insured's condition or the quality of medical care.

Requesting a Living Benefit

An eligible insured may request the payment of a living benefit on a form provided by the Department. The insured's life insurance must be in force and all required premiums must have been fully paid, the insurance must not be assigned and the insured must not have designated an irrevocable beneficiary.

The request for a living benefit must be voluntary. A living benefit under this rider is not intended to cause the insured to involuntarily reduce the death proceeds ultimately payable to the named beneficiary. Therefore:

- (1) If the insured is required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise, the insured is not eligible for this benefit.
- (2) If the insured is required by a government agency to use this option in order to apply for, obtain or keep a government benefit or entitlement, the insured is not eligible for this benefit.

Payment of Living Benefit

Upon receipt of satisfactory evidence of the insured's qualifying condition as defined in this section, the Company will pay the living benefit in one lump sum or in any other mutually agreeable manner. The Company's determination regarding the applicant's eligibility for the living benefit is final. The Company reserves the right to subtract a processing charge of up to \$150 from the living benefit payment each time a living benefit is requested. Prior to implementing the use of a processing charge, the Company shall notify the Department of its intent to do so. All living benefits will be paid to the insured subject to Wis. Stats. §40.08 (9) and (9m) and applicable administrative rules. If the insured dies before all payments have been made, the Company will pay the remainder to the insured's beneficiary in one lump sum. The Company retains the right to have the insured medically examined at its own expense to verify the insured's medical condition. The Company may do this as often as reasonably required while living benefits are being considered or paid.

6. Coverage During Disability

Waiver of premiums during disability shall be subject to Wis. Stats. §40.72(7).

If a participating employe while insured under this policy becomes totally disabled before age 70 as a result of bodily injury or disease so as to be wholly prevented from performing any work or engaging in any occupation for remuneration or profit and it appears to the employer that the employe is likely to remain so disabled for an indefinite period of time, the employe and employer premiums for life insurance coverage may be discontinued for nine months or until any earlier time that the employe is able to return to work. The insurance shall remain in force while the premiums are waived. Insurance shall continue during the continuance of disability even if the person insured ceases to be a participating employe.

In order for the premiums to be waived, the employer must submit to the Department, within 36 calendar months after the last day paid, a waiver of premium form provided by the Department. The waiver of premium will be accepted from the employer without medical evidence if it is received by the Department within 90 days after the last day for which earnings were paid.

A waiver of premium form will be accepted after the 90-day period has expired, but not later than 36 calendar months after the last day paid, only if the employe submits medical evidence acceptable to the Company showing the date that total disability began or was diagnosed and that the employe is totally disabled from all gainful occupations and is likely to remain disabled for an indefinite period. An employe who becomes disabled while on union service leave of more than 36 months' duration is not disqualified from receiving a waiver of premium more than 36 months after the last day for which earnings were received.

An employe is ineligible for a waiver of premium if employment was terminated for reasons other than disability.

If an employe's insurance is continued in force under this section, any spouse and dependent life insurance shall also continue in force without payment of premium until the earlier of termination of that coverage or until termination of the employe's insurance under this section but in no event past the month in which the employe attains the insurance reduction age.

A waiver of premium is effective no earlier than 90 days prior to the date the waiver was received by the Department, unless medical evidence acceptable to the Company establishes that the disability was present at an earlier date. Coverage must have been in force on the waiver effective date. The waiver of premiums shall not begin while the employe is receiving earnings.

An employe shall be deemed to be disabled for the purposes of this policy if an employe has qualified for a disability annuity or an LTDI benefit under Subsection ETF 50.50, Wisconsin Administrative Code for as long as the annuity or LTDI benefit is paid, any provision of the policy to the contrary notwithstanding. The premium waiver shall be deemed to have been filed on the annuity or LTDI benefit effective date.

During the period of disability in which premiums are waived under this section, the amount of insurance shall be the same as if the employe had not become disabled and the employe's earnings had continued at the amount of earnings at the date of inception of the disability, except that errors may be corrected as provided in Section 3, "Enrollment for Insurance." For purposes of determining the amount of postretirement coverage, it shall be assumed that a disabled employe retires upon attainment of the insurance reduction age. The amount of insurance shall then be reduced according to the postretirement schedules in Section 5.2, "Postretirement Basic Plan Coverage," and in accordance with Wis. Stats. §40.72(2) and (3).

Except for disability annuitants or LTDI recipients, after premiums have been waived for nine months for an employe who became totally disabled under the conditions stated above, the employe shall submit proof of disability to the Company, upon request of the Company. If the proof is approved or if the Company does not require proof of disability, the insurance will remain in force as long as the disability continues, subject to new proof of disability being submitted each year, if required by the Company.

Except for disability annuitants or LTDI recipients, the Company shall have the right and opportunity to have medical examiners designated by the Company examine the employe when and as often as it may reasonably require during the employe's disability, but not more than once each year after insurance has been extended under this section.

If an insured for whom premiums are waived under this section refuses to be examined as required above or fails to furnish proof of continuance of total and permanent disability within 60 days after request by the Company, all insurance on the individual under this section shall terminate immediately. However, the insurance shall not terminate if it can be shown conclusively not to have been reasonably possible to undergo such examination or to provide such proof and the Company's request for an examination or proof is complied with as soon as reasonably possible. The insurance under this section shall also terminate for any insured whose disability annuity or LTDI benefit is terminated.

If the insured dies while waiver of premium is in effect and while remaining continuously disabled, then upon due proof of death, the Company will pay under this section of the policy the amount of insurance as determined by Wis. Stats. §40.72.

If the extension of insurance without payment of premiums under this section is terminated because disability ceases, the employe shall be entitled to the rights and benefits under Section 15, "Conversion Privilege," together with insurance protection during the 31-day period allowed for conversion as if employment had then terminated, unless during that period the insured returns to work, continues to be on an approved leave of absence or qualifies for continuation of insurance as provided in Wis. Stats. §40.72(4).

If the policy is discontinued in accordance with Section 24, "Discontinuance of the Policy," the Company will retain the liability for all disabled employes who satisfy the requirements of this section as of the date that this policy is discontinued.

7. Coverage During Employment Gaps

An insured employe may continue insurance coverage during any approved leave of absence or layoff for up to 36 months. Insurance coverage may be continued beyond 36 months if the approved leave is a union service leave as provided under Wis. Stats. §40.02(56) and §40.03(6)(g). Insurance coverage may not be continued for more than 60 days during leave to serve in the military forces of any nation at war, declared or undeclared. The Policyholder shall determine the fact of war.

In order to continue the insurance in force during an approved leave of absence or layoff, the employe premium contributions must be paid in advance for periods of at least three months, and each payment must be received by the employer at least 30 days prior to the end of the period for which premiums had previously been paid.

Except in instances of employer error as provided in Section 3, "Enrollment for Insurance," the amount of insurance for an employe on an approved leave of absence or layoff shall be the same as that in effect immediately preceding the leave. The required employe premium contributions shall be determined in accordance with Section 12, "Employee Contributions."

An insured employe who is employed during a normal school year period shall be considered to be in employe status during summer vacation, and the employe's insurance shall continue in force during that vacation. The premium for each month or portion of a month which falls within that vacation shall be paid either in advance or on a monthly basis by the employer. Employe status for those on a school summer vacation shall be considered terminated on the date an application for benefits is received by the Wisconsin Retirement System except that school year employes who are permitted to continue their coverage during summer vacation without renewing their contracts will be deemed to be terminated at the earlier of the effective date of the retirement annuity or the end of the month for which advance premiums have been paid for the vacation period. The employer may allow a teacher who has not renewed a contract to continue insurance in force and to remit the premiums for the summer vacation period as if the employe had renewed a contract with that employer for the following school year.

8. Coverage During Appeal From Removal or Discharge

An insured employee who exercises a statutory right to appeal within 30 days of removal or discharge from the employee's position or office may continue to be insured after the date the employee is notified of the contested removal or discharge, if an initial premium payment is received by the employer or the Department within 30 days of the date of the removal or discharge. The initial payment shall be sufficient to pay the premiums for a period of three months. The employee may elect to make additional payment for periods of at least three months, until a final determination is reached. Each payment must be received by the employer or the Department at least 30 days prior to the end of the period for which premiums had previously been paid.

If the appeal determination is adverse to the employee, the employment termination date, for purposes of terminating the insurance on the employee, shall be the last day of the month in which the determination becomes final. Any premiums which have been paid for any period after that date shall be refunded to the employee.

The premium payments which the employee is required to make under the provisions of this section are the total of the employee premium contributions and the employer premium contributions. If the employee's appeal is sustained, the employer shall refund to the employee any amounts paid by the employee in excess of the normal employee premium contributions.

9. Termination of Employee's Insurance

The insurance coverage on any employee insured under this policy shall terminate automatically on the earliest of the following dates:

- (1) The last day of the calendar month following the month in which the employee terminated employment from the employer if this occurs before the employee becomes entitled to insurance as provided in Section 6, "Coverage During Disability," or before the employee qualifies for continuation of insurance as a retired employee pursuant to Wis. Stats. §40.72(4) and §40.05(6)(b), (c) or (d). If premiums are due under Wis. Stats. §40.05(6)(d), coverage will not be continued unless the employee either a) begins a Wisconsin Retirement annuity which is effective within 31 days after insurance under this policy terminates or b) applies to continue group life insurance coverage on an application form which is received by the Department within 31 days after insurance under this policy terminates.
- (2) Thirty days after the date of expiration of an authorized leave or layoff for the period permitted under Section 7, "Coverage During Employment Gaps."
- (3) The last day of the calendar month following the month in which the employer receives a written notice of cancellation from the employee or the Department receives a written notice from the annuitant. The notice must be on a form provided by the Department. A notice of cancellation may be withdrawn only by a written request to the employer or the Department which is received prior to the termination of coverage.
- (4) The date to which employee premiums are paid if an employee who is not receiving earnings or a former employee who is continuing coverage under Wis. Stats. §40.72(4), fails to pay the required employee premiums within 30 days thereafter.
- (5) The date to which employee premiums for continuing coverage under Wis. Stats. §40.72(4) are paid after the employee becomes a participating employee, unless the employee enrolls for coverage as a participating employee as provided in Section 3, "Enrollment for Insurance."
- (6) The 70th birthday for active employees, except for Over Age 70 Additional insurance, which terminates on the date the employee terminates employment, unless otherwise canceled or terminated as provided in this section.
- (7) The date this policy is terminated, except as provided under Section 6, "Coverage During Disability."

Insurance coverage shall be considered canceled if an employee who is receiving earnings fails to make required premium payments during a consecutive 60-day period, commencing with the first day for which premiums have not been paid, except where the employer has elected to pay the entire premium for all its employees as described in Section 13, "Employer Contributions." Cancellation under this provision shall not preclude the employee from obtaining life insurance coverage after the 60 days have elapsed, if premiums were omitted as a result of employer error as defined in Section 3, "Enrollment for Insurance," and the employee files with the Department a new application for coverage within 30 days after the employer issues written notice of error to the employee.

An insured may cancel any of the life insurance plans in the Program without canceling other plans except for the Basic Plan which if canceled will automatically cancel all of the other life coverages.

Unless canceled or otherwise terminated as provided above, all Supplemental Plan insurance shall automatically terminate on the date the employee attains his or her insurance reduction age.

10. Coverage After Employer's Withdrawal

If an employer withdraws from the group life insurance plan pursuant to Wis. Stats. §40.70(4), insurance on the following employees shall continue in accordance with the provisions of the policy:

- (1) A retired employee under age 65 whose insurance is being continued pursuant to Wis. Stats. §40.05(6)(d).
- (2) A retired employee who has attained age 65 and whose insurance is being continued without further premium contributions, in accordance with Sections 5.2, "Postretirement Basic Plan Coverage," and 12, "Employe Contributions," of the policy.
- (3) A totally disabled employee who is entitled to a waiver of premiums under Section 6, "Coverage During Disability," of the policy, providing:
 - (a) The employer's participation under Wis Stats. §40.70 terminates after the inception of the disability;
 - (b) The employer certifies that the employee is totally disabled; and
 - (c) The employer remits the employer and employee premium payments until the employee's earnings cease.

Spouse and dependents coverage of those disabled employees described above shall be continued during the employee's disability if such spouse and dependents are insured at the inception of the employee's disability.

An employer may withdraw from any of the group life insurance plans in the Program without affecting any of the other plans in effect except that Basic Plan withdrawal will automatically remove the employer from participation in all other plans.

11. Premiums

For insurance coverages described in Sections 5.1 and 5.4, the total monthly premium due from an employer for each plan shall be the sum of the total monthly premium rates shown in the Addendum, "Premium Rates," multiplied by the insurance in force for that month on participating employees, spouses and dependents. Premiums will be collected for all time periods during which coverages have been in effect. No premiums are due for the coverages described in Sections 5.2, 5.3, and 5.5.

State agencies and local government employers shall submit premium remittances and reports required in the administration of group life insurance to the Company no later than the 20th day of the calendar month for coverage in the following month.

12. Employee Contributions

The monthly employee contribution will be determined by the rates provided in the Addendum, "Premium Rates," and will be paid in conformance with Wis. Stats. §40.05(6). In the process of determining monthly premium rates, the applicable age for the ensuing one-year period will be determined as of March 1 for State employees and July 1 for local government employees or on other dates as approved by the Board.

Except for insurance which has lapsed in accordance with Section 9, "Termination of Employee's Insurance," whenever the proper life insurance premium is not paid by an insured employee in any month, the deficiency shall be deducted from earnings by the employer or from the monthly annuity beginning with the payroll following discovery of nonpayment or improper payment. An insured employee who is making premium payments directly to the insurer will be billed by the insurer for any premium deficiency.

If an excess deduction of life insurance premium has been made for any employee, the excess shall be adjusted by reducing subsequent life insurance premiums for that employee, or if there is no later payroll payment then a refund shall be issued to the person making the overpayment.

If premiums have been paid by an employee after Spouse and Dependent insurance coverage has terminated on all previously insured persons, the employee may file a request with the employer for a refund of such premium payments. Upon approval by the Department of the termination date of all coverage, premiums paid after the termination date shall be refunded to the employee, except that in no event shall a refund be made of premiums paid before the first day of the calendar year immediately preceding the year in which the request is filed.

Unless waived under Section 6, "Coverage During Disability," because of disability, employee contributions are due from each insured employee until the earliest of the following:

- (1) The end of the month following the month in which employment terminates, unless coverage is continued as a retired employee pursuant to Wis. Stats. §40.05(6)(d), or
- (2) The beginning of the month in which age 65 is attained if coverage was continued as a retired employee pursuant to Wis. Stats. §40.05(6)(d), or
- (3) The beginning of the month in which an insured employee attains age 70 or an annuitant attains the age of 65 pursuant to Wis. Stats. §40.05(6)(b).

13. Employer Contributions

The employer contribution toward payment of premiums shall be the difference between the total monthly premium rates and the employee premium rates in the Addendum, "Premium Rates," in accordance with Wis. Stats. §40.03(6)(b). However, the employer may elect to pay the entire premium for all of its employees pursuant to Wis. Stats. §40.05(6)(e). Employers, other than the State, may elect to provide either a 25% or a 50% postretirement benefit.

All employer contributions are waived when an insured employee's premiums are waived in accordance with Section 6, "Coverage During Disability."

Employer contributions are due if an insured employee continues insurance during an unpaid leave of absence or layoff.

14. Grace Period

A grace period of 31 days or of such longer period as the Company may allow (with or without interest charge after the first 31 days as the Company may determine) shall be granted to the Policyholder for the payment of any premium due provided the Policyholder has not previously given written notice to the Company that this policy is to be discontinued as of the due date of the premium and during any grace period this policy shall continue in force.

Nonpayment of Premiums

If the Policyholder fails to pay any premium within the grace period, this policy shall be discontinued at the end of the last day of the grace period. The Policyholder shall, nevertheless, be liable to the Company for the payment of all premiums then due and unpaid, together with the premiums for the grace period.

Discontinuance of Policy

If written notice is given by the Policyholder to the Company during the grace period that this policy is to be discontinued before the expiration of the grace period, this policy shall be discontinued as of the date of receipt of the written notice by the Company or the date specified by the Policyholder for discontinuance, whichever date is later. The Policyholder shall be liable to the Company for the payment of all premiums then due and unpaid, together with the pro rata premium for the period commencing with the last due date and ending with the date the policy is discontinued.

15. Conversion Privilege

Any employee who was insured continuously for the entire six months preceding termination of coverage under paragraph number 1 or 2 of Section 9, "Termination of Employee's Insurance," shall be entitled to an individual policy of insurance. The individual policy shall be issued without evidence of insurability. This right shall be subject to the following conditions:

- (1) The individual policy shall not include a disability benefit.
- (2) The individual policy shall be equal to or, at the option of the employee, less than the amount of insurance under this policy.
- (3) The individual policy shall be upon one of the forms then customarily issued by the Company, except term insurance.
- (4) Written application for the individual policy and payment of the first premium must be received by the Company within 31 days after termination of insurance under this policy.
- (5) The premium for the individual policy shall be at the Company's then customary rate applicable to the form and amount of the individual policy, the class of risk to which the employee belongs and the age at nearest birthday of the employee on the date of issue of the individual policy.

Insurance under the individual policy shall become effective at the end of the 31-day period during which application for the individual policy may be made. In the event of the death of the employee during the 31-day period, the Company shall pay to the beneficiary as a death benefit the maximum amount of insurance for which the individual policy could have been issued under this provision, whether or not the employee has made written application for an individual policy or the first premium has been paid.

If an employee to whom an individual policy is issued under this section fulfills requirements for rights under Section 6, "Coverage During Disability," within the required time, those rights shall be granted in exchange for surrender of the individual policy without claim except for a refund of premium.

Accidental Death and Dismemberment coverage shall not be convertible.

Any spouse or dependent who was insured continuously for the entire six months preceding termination of coverage in accordance with the termination provisions in Section 5.4 shall be entitled to an individual policy of insurance. The individual policy shall be issued without evidence of insurability. This right shall be subject to the conditions specified in this section and, in addition, when termination is due to the death of the employee, written application for the individual policy and payment of the first premium must be received by the Company within 90 days after the employee's death. Insurance under the individual policy shall become effective at the end of the period during which application for the individual policy may be made. In the event of the death of the insured spouse or dependent during that period, the Company shall pay to the beneficiary as a death benefit the maximum amount of insurance for which an individual policy could have been issued under this provision, whether or not the insured spouse or dependent has made written application for an individual policy or the first premium has been paid.

16. Continuation

This section applies to insured employees who are eligible pursuant to Wis. Stats. §40.72(4) and 40.05(6)(b), (c), or (d), to continue group life insurance coverage after terminating employment and who meet the following requirements:

- (1) The employee's WRS coverage began before January 1, 1990, or the employee has been covered by the group life insurance plan in five calendar years beginning January 1, 1990; and
- (2) The employee qualifies under one of the following situations:
 - (a) The employee is receiving an immediate WRS annuity or meets all of the requirements for receiving an immediate WRS annuity except the filing of an application; or
 - (b) The sum of the employee's creditable service in the WRS on January 1, 1990 plus the number of calendar years after 1989 in which the employee has been covered under the group life insurance plan equals at least 20 years; or
 - (c) The employee has at least 20 years of service with the participating employer by whom the employee was employed immediately before termination.

If premiums are due under Wis. Stats. §40.05(6)(d), the employee must either:

- (1) Begin a WRS annuity which is effective within 31 days after insurance under this policy terminates; or
- (2) Apply to continue group life insurance coverage on an application form which is received by the Department within 31 days after insurance under this policy terminates.

The amount of insurance for any insured employee under age 65 who continues group insurance coverage after termination of employment shall be the same as the amount in force on the date employment terminated. Upon attainment of age 65, Basic Plan coverage will continue in a reduced amount for the lifetime of the insured individual as specified in Section 5.2, "Postretirement Basic Plan Coverage." The Accidental Death and Dismemberment and Loss of Use coverage, as well as any Supplemental Plan, Additional Plan, and Spouse and Dependent insurance coverage, will terminate at age 65.

If the employee's WRS annuity is effective within 31 days after insurance coverage terminates, premiums will automatically be deducted from the annuity check. Otherwise, premiums will be billed directly by the Company. Premiums will cease at the beginning of the month in which the employee reaches age 65.

17. Settlement Options

The terms of payment shall be in accordance with those the Company is customarily offering at the time of the election. Information concerning the terms and conditions of the available optional modes of settlement will be furnished by the Department or the Company upon request. All sums payable by the Company under this policy shall be payable from its Home Office in Saint Paul, Minnesota.

Installments

After the death of an insured employe, the beneficiary or other person entitled to receive payments of insurance amounts due at the death of the employe may elect to have all or part of the insurance paid in installments instead of in one sum. The election must be submitted in writing to the Company on a form provided by the Company. When the election is properly submitted to the Company, it shall take effect as of the date it is signed by the beneficiary or other person entitled to receive payments, except as to any payment made before the request is received by the Company.

Annuity

The beneficiary of an employe, or other person entitled to receive payment of amounts due on the death of the employe, shall be entitled to apply the death benefit under this policy to provide an annuity in any form offered by the Company at the time the death benefit is payable, on the basis that the present value of the annuity is 98% of the purchase price then quoted in the Company's rate book.

18. Beneficiaries

Beneficiary designations shall be subject to Wis. Stats. §40.02(8) and §40.74 and to the administrative rules. Any employe insured under this policy may designate a beneficiary on a form approved by the Department. An employe may, from time to time, change beneficiary by filing a new designation in the same manner as the original designation. Consent of the beneficiary shall not be required for any change of beneficiary. The last written beneficiary designation shall be in effect if the designation is properly completed, dated and signed by the employe and is on file with and approved by the Department at the time of death. A beneficiary designation filed by an insured employe shall be effective with respect to any insurance coverage provided under the policy.

A beneficiary of life insurance coverage who intentionally and unlawfully kills the person on whose life the coverage is issued may not receive any benefit from such coverage. The benefits are payable as if the killer has predeceased the decedent.

19. Age Correction

If the age of any employe has been misstated, the amount payable under this policy will be the full amount of insurance to which the employe is entitled at the employe's true age in accordance with Section 5, "Amounts of Coverages." A premium adjustment may be made so that the Policyholder shall pay the actual premium required at the true age of the employe. Correction of overpayment or underpayment of premiums due to misstatement of age is limited to the premiums due in the current year and the immediately preceding calendar year.

20. Assignment

The employe's insurance is not assignable. No payment of insurance benefits is assignable, either in law or equity, or subject to execution, levy, attachment, garnishment or other legal process in accordance with Wis. Stats. §40.08(1).

21. Dividends

On each policy anniversary following a year in which this policy has been in force, the share of the divisible surplus which may be apportioned to this policy by the Company shall be distributed to the State or participating employer. Dividends shall be paid to the State or participating employer in cash or, upon written request by the Policyholder to the Company, may be (a) applied to the reduction of the premiums due, (b) left with the Company to accumulate at interest or (c) applied to purchase additional insurance to go into effect during the following policy year.

22. Certificates

The Company will issue to the Policyholder a certificate-booklet setting forth a statement as to the insurance protection to which an insured is entitled under the terms of this policy, and the rights of the employe described in Section 15, "Conversion Privilege."

The Policyholder shall make the certificate-booklet available to each participating employer for distribution to its employes.

23. Renewal of the Policy

This policy is issued for a period of five (5) years commencing with the date of issue and may, except as provided in Section 24, "Discontinuance of the Policy," automatically be renewed for up to five (5) successive one-year periods.

24. Discontinuance of the Policy

This policy may be discontinued by the Policyholder at any time, as provided in Article III (Contract Default and Termination) of the Administrative Agreement.

This policy may be discontinued by the Company if a change in Wis. Stats. §20.515 or Chapter 40 of the Wisconsin Statutes should make continuance infeasible, in which case discontinuance shall take effect, unless otherwise mutually agreed between the Policyholder and the Company, on the effective date of the change in the law or the date 180 days after receipt of written notice by the Policyholder of the Company's intention to discontinue, whichever is later.

25. Contract - Incontestability

The contract between the parties shall include the administrative agreement, its exhibits and any amendments, and this policy, its addendum and any amendments and riders. The validity of this policy shall not be contested except for fraud or nonpayment of premiums after it has been in force for two years from its date of issue.

No statement made by an insured employe relating to the employe's insurability shall be used in contesting the validity of the insurance with respect to which the statement was made after the insurance has been in force prior to the contest for a period of two years during the employe's lifetime nor unless it is contained in a written statement signed by the employe.

All statements made by the Policyholder or by insured employes shall be deemed representations and not warranties, and no statement made by any insured employe shall be used in any contest unless a copy of the instrument containing the statement is or has been furnished to the employe or his beneficiary or to any other person to whom benefits may be payable as provided in Section 18, "Beneficiaries."

26. Agents - Amendments

No agent of the Company is authorized to alter or amend this policy or to waive any conditions or restrictions in this policy or to extend the time for paying a premium.

This policy may be amended at any time by mutual agreement between the Policyholder and the Company without consent of the employees insured or of their beneficiaries but without prejudice to any claim incurred prior to the date to which premiums have been paid. No person except the President, a Vice President, the Secretary or an Assistant Secretary of the Company has authority on behalf of the Company to modify the policy or to waive or lapse any of the Company's rights or requirements.

27. Conformity to Law

Any provision that is required by the Wisconsin Statutes or administrative rules to be contained in this policy shall be deemed part of this policy. Any provision of this policy which is in conflict with any statute or rule relating to group life insurance now or hereafter contained in Chapter 40 of the Wisconsin Statutes or in the Administrative Rules shall be deemed amended to conform to such statute or administrative rules on the effective date of the statute or rule.

As an employer and a provider of services to Wisconsin Retirement System participants and beneficiaries, the Company shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA) of 1990. Evidence of compliance with ADA shall be made available to the Department upon request.

28. Records - Information to be Furnished - Determination by the Policyholder

The Policyholder shall make available to the Company such information concerning employees insured under this policy as may reasonably be considered to have a bearing on the insurance, subject to the provisions of Wis. Stats. §40.07. The records of the Policyholder which have a bearing on the insurance under this policy shall be open for inspection by the Company at any time.

For the purposes of this policy, determination by the Policyholder of the following shall be conclusive:

- (1) The classification of any person as being within the definition of "Employee" in Section 1, "Definitions."
- (2) The fact and date of (a) separation of an employee from service of the State and (b) a status of leave or layoff during which no earnings are received.
- (3) The annual earnings of any employee.
- (4) The fact that any employee is entitled to continue insurance under this policy with or without the requirement of any contribution toward premiums.

**ADDENDUM
PREMIUM RATES**

I. State Employees' Plan

A. Prior to March 1, 1997. As approved by the Group Insurance Board at its meeting of August 30, 1994, for the coverage months of January and February 1997, the employee, employer, and total monthly premiums for each \$1,000 of insurance for State employees covered under the Wisconsin Public Employers Group Life Insurance Program shall be as follows. The employee's age shall be the age attained on the birthday occurring between March 2, 1995 and March 1, 1996.

1. Basic Plan

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.1050	\$.06	\$.0450
30 - 34	.1050	.06	.0450
35 - 39	.1050	.06	.0450
40 - 44	.1925	.11	.0825
45 - 49	.2625	.15	.1125
50 - 54	.4375	.25	.1875
55 - 59	.7525	.43	.3225
60 - 64	1.0150	.58	.4350
65 - 69	1.0500	.60	.4500

2. Supplemental Plan

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.072	\$.06	\$.012
30 - 34	.072	.06	.012
35 - 39	.072	.06	.012
40 - 44	.132	.11	.022
45 - 49	.180	.15	.030
50 - 54	.300	.25	.050
55 - 59	.516	.43	.086
60 - 64	.540	.45	.090
65 - 69	.540	.45	.090

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.07	70	\$2.10	80	\$ 5.65
30 - 34	.08	71	2.30	81	6.30
35 - 39	.08	72	2.50	82	7.00
40 - 44	.13	73	2.70	83	7.80
45 - 49	.20	74	2.95	84	8.65
50 - 54	.36	75	3.25	85	9.55
55 - 59	.63	76	3.60	86	10.50
60 - 64	.97	77	4.00	87	11.50
65 - 69	1.42	78	4.50	88	12.75
		79	5.05	89	14.25

B. On and after March 1, 1997. As approved by the Group Insurance Board at its meeting of August 27, 1996, effective March 1, 1997, the employee, employer, and total monthly premiums for each \$1,000 of insurance for State employees covered under the Wisconsin Public Employers Group Life Insurance Program shall be as follows. For each 12-month period beginning on March 1, the employee's age shall be the age attained on the birthday occurring between March 2 of the preceding year and March 1 of the current year.

1. Basic Plan

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.0815	\$.05	\$.0315
30 - 34	.0815	.05	.0315
35 - 39	.0815	.05	.0315
40 - 44	.1630	.10	.0630
45 - 49	.2282	.14	.0882
50 - 54	.3586	.22	.1386
55 - 59	.6357	.39	.2457
60 - 64	.8476	.52	.3276
65 - 69	.9617	.59	.3717

2. Supplemental Plan

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.0675	\$.05	\$.0175
30 - 34	.0675	.05	.0175
35 - 39	.0675	.05	.0175
40 - 44	.1350	.10	.0350
45 - 49	.1890	.14	.0490
50 - 54	.2970	.22	.0770
55 - 59	.5265	.39	.1365
60 - 64	.6750	.50	.1750
65 - 69	.6750	.50	.1750

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.07	70	\$1.60	80	\$4.40
30 - 34	.08	71	1.80	81	4.85
35 - 39	.08	72	2.00	82	5.35
40 - 44	.13	73	2.20	83	5.85
45 - 49	.20	74	2.45	84	6.40
50 - 54	.31	75	2.70	85	6.95
55 - 59	.53	76	2.95	86	7.55
60 - 64	.80	77	3.25	87	8.15
65 - 69	1.10	78	3.60	88	8.85
		79	4.00	89	9.65

II. Local Employees' Plan

A. Prior to July 1, 1997. As approved by the Group Insurance Board at its meeting of November 29, 1994, for the coverage months of January through June 1997, the total, employee, and employer monthly premiums for each \$1,000 of insurance for local employees covered under the Wisconsin Public Employers Group Life Insurance Program shall be as follows. The employee's age shall be the age attained on the birthday occurring between July 2, 1995 and July 1, 1996.

1a. Basic Plan - 50% Postretirement Schedule

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.105	\$.07	\$.035
30 - 34	.120	.08	.040
35 - 39	.120	.08	.040
40 - 44	.195	.13	.065
45 - 49	.270	.18	.090
50 - 54	.465	.31	.155
55 - 59	.795	.53	.265
60 - 64	.900	.60	.300
65 - 69	.900	.60	.300

1b. Basic Plan - 25% Postretirement Schedule

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.084	\$.07	\$.014
30 - 34	.096	.08	.016
35 - 39	.096	.08	.016
40 - 44	.156	.13	.026
45 - 49	.216	.18	.036
50 - 54	.372	.31	.062
55 - 59	.636	.53	.106
60 - 64	.720	.60	.120
65 - 69	.720	.60	.120

2. Supplemental Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>
Under 30	\$.07
30 - 34	.08
35 - 39	.08
40 - 44	.13
45 - 49	.18
50 - 54	.31
55 - 59	.53
60 - 64	.60
65 - 69	.60

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.07	70	\$2.10	80	\$ 5.65
30 - 34	.08	71	2.30	81	6.30
35 - 39	.08	72	2.50	82	7.00
40 - 44	.13	73	2.70	83	7.80
45 - 49	.18	74	2.95	84	8.65
50 - 54	.31	75	3.25	85	9.55
55 - 59	.53	76	3.60	86	10.50
60 - 64	.60	77	4.00	87	11.50
65 - 69	.60	78	4.50	88	12.75
		79	5.05	89	14.25

B. On and after July 1, 1997. As approved by the Group Insurance Board at its meeting of August 27, 1996, effective July 1, 1997, the total, employee, and employer monthly premiums for each \$1,000 of insurance for local employees covered under the Wisconsin Public Employers Group Life Insurance Program shall be as follows. The employee's age for each 12-month period beginning on July 1 shall be the age attained on the birthday occurring between July 2 of the preceding year and July 1 of the current year.

1a. Basic Plan - 50% Postretirement Schedule

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.105	\$.07	\$.035
30 - 34	.105	.07	.035
35 - 39	.120	.08	.040
40 - 44	.180	.12	.060
45 - 49	.270	.18	.090
50 - 54	.465	.31	.155
55 - 59	.795	.53	.265
60 - 64	.900	.60	.300
65 - 69	.900	.60	.300

1b. Basic Plan - 25% Postretirement Schedule

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.084	\$.07	\$.014
30 - 34	.084	.07	.014
35 - 39	.096	.08	.016
40 - 44	.144	.12	.024
45 - 49	.216	.18	.036
50 - 54	.372	.31	.062
55 - 59	.636	.53	.106
60 - 64	.720	.60	.120
65 - 69	.720	.60	.120

2. Supplemental Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>
Under 30	\$.07
30 - 34	.07
35 - 39	.08
40 - 44	.12
45 - 49	.18
50 - 54	.31
55 - 59	.53
60 - 64	.60
65 - 69	.60

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.07	70	\$1.60	80	\$4.40
30 - 34	.07	71	1.80	81	4.85
35 - 39	.08	72	2.00	82	5.35
40 - 44	.12	73	2.20	83	5.85
45 - 49	.18	74	2.45	84	6.40
50 - 54	.31	75	2.70	85	6.95
55 - 59	.53	76	2.95	86	7.55
60 - 64	.60	77	3.25	87	8.15
65 - 69	.60	78	3.60	88	8.85
		79	4.00	89	9.65

III. Spouse and Dependent Plan

The total monthly premium for each unit of coverage shall be \$2.00 for State employees and \$3.00 for local employees. No employer contribution is required for this coverage.

THE MINNESOTA MUTUAL LIFE INSURANCE COMPANY
SAINT PAUL, MINNESOTA 55101-2098

Reissued Group Life Insurance Policy No. 2832-G, issued effective January 1, 1997 to the Group Insurance Board of the State of Wisconsin is hereby amended as follows:

AMENDMENT NO. 1

Replaces Page 7 with a new Page 7 effective January 1, 1998. This amendment expands the Additional Plan from one unit of coverage to three units of coverage.

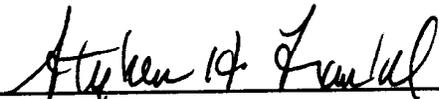
AMENDMENT NO. 2

Replaces Pages 26 through 30 with new Pages 26 through 30 effective March 1, 1998. This amendment updates the tables of premium rates for employes and employers to include the rates effective in 1998.

The Minnesota Mutual Life Insurance Company this 26th day of November, 1997.

By 
Chairman *Rmo*

The State of Wisconsin Group Insurance Board this 11th day of DECEMBER, 1997.

By 
Chairman

If a previously insured employe was on a leave of absence without pay for three consecutive months or more in the prior calendar year, the coverage amount beginning on January 1, or when the employe returns to active employment if later, shall be based on the employer's estimate, the same as for a new employe. However, if coverage did not lapse during the leave, the new coverage amount shall be based on the employe's prior year Wisconsin Retirement System earnings from that employer, the employe's estimated earnings for the next twelve months, or the amount currently in effect, whichever is highest. If an insured annuitant under age 70 becomes a participating employe and elects coverage in that capacity, the amount of insurance shall be determined in the same manner as for any other new eligible employe.

Except as otherwise provided in this section, increases in the amount of insurance shall be made on January 1 of each calendar year based on the Wisconsin Retirement System earnings received during the previous calendar year from that participating employer.

Pursuant to Wis. Stats. §40.72(8), the amount of coverage for an insured employe under age 70 shall not be reduced in subsequent consecutive years of eligible employment with the same employer unless the insured employe signs and files with his employer a form provided by the Department authorizing coverage to be determined in accordance with Wis. Stats §40.72(1). The Department must receive the signed form from the employer or coverage continues at the higher amount. Any reduction in coverage will take effect on the first day of the calendar month that begins on or after the date the Department receives the form.

5.1 - Basic Plan, Supplemental Plan, Additional Plan, and Over Age 70 Additional Plan Coverages

This section sets forth the group life insurance on the life of each eligible employe who has enrolled for the insurance as provided in Section 3, "Enrollment for Insurance."

Basic Plan

Except as provided in Section 5, "Amounts of Coverages" above, Basic Plan insurance prior to attainment of the insurance reduction age is equal to 100% of the employe's previous calendar year earnings from the current employer rounded to the next higher \$1,000, if earnings are not in even \$1,000 increments.

Supplemental Plan

Except as provided in Section 5 above, Supplemental Plan insurance is equal to 100% of the employe's previous calendar year earnings rounded to the next higher \$1,000, if earnings are not in even \$1,000 increments. Prior to April 24, 1990, an optional amount of supplemental insurance was available equal to 50% of the employe's earnings rounded to the next higher \$1,000, if earnings were not in even \$1,000 increments. An insured employe who elected the optional amount prior to April 24, 1990 may continue coverage on that basis until that coverage is terminated in accordance with Section 9, "Termination of Employee's Insurance." All Supplemental Plan insurance terminates on the date the employe attains the insurance reduction age.

Additional Plan

Except as otherwise provided, all provisions of the policy which apply to the Supplemental Plan insurance shall also apply to the Additional Plan insurance.

Each unit of Additional Plan insurance is equal to 100% of the employe's previous calendar year earnings rounded to the next higher \$1,000, if earnings are not in even \$1,000 increments. Prior to January 1, 1998, one unit of Additional Plan insurance was available. Effective January 1, 1998, a participating employer other than the State may elect to make three units of Additional Plan insurance available to its eligible employes. Three units are available to eligible employes of the State effective May 1, 1998. Insurance provided under the Additional Plan terminates on the earliest date specified in Section 9, "Termination of Employee's Insurance."

**ADDENDUM
PREMIUM RATES**

I. State Employees' Plan

A. On and after March 1, 1997. As approved by the Group Insurance Board at its meeting of August 27, 1996, effective March 1, 1997, the employee, employer, and total monthly premiums for each \$1,000 of insurance for State employees covered under the Wisconsin Public Employers Group Life Insurance Program shall be as follows. The employee's age shall be the age attained on the birthday occurring between March 2, 1996 and March 1, 1997.

1. Basic Plan

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.0815	\$.05	\$.0315
30 - 34	.0815	.05	.0315
35 - 39	.0815	.05	.0315
40 - 44	.1630	.10	.0630
45 - 49	.2282	.14	.0882
50 - 54	.3586	.22	.1386
55 - 59	.6357	.39	.2457
60 - 64	.8476	.52	.3276
65 - 69	.9617	.59	.3717

2. Supplemental Plan

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.0675	\$.05	\$.0175
30 - 34	.0675	.05	.0175
35 - 39	.0675	.05	.0175
40 - 44	.1350	.10	.0350
45 - 49	.1890	.14	.0490
50 - 54	.2970	.22	.0770
55 - 59	.5265	.39	.1365
60 - 64	.6750	.50	.1750
65 - 69	.6750	.50	.1750

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.07	70	\$1.60	80	\$ 4.40
30 - 34	.08	71	1.80	81	4.85
35 - 39	.08	72	2.00	82	5.35
40 - 44	.13	73	2.20	83	5.85
45 - 49	.20	74	2.45	84	6.40
50 - 54	.31	75	2.70	85	6.95
55 - 59	.53	76	2.95	86	7.55
60 - 64	.80	77	3.25	87	8.15
65 - 69	1.10	78	3.60	88	8.85
		79	4.00	89	9.65

B. On and after March 1, 1998. As approved by the Group Insurance Board at its meeting of August 26, 1997, effective March 1, 1998, the employee, employer, and total monthly premiums for each \$1,000 of insurance for State employees covered under the Wisconsin Public Employers Group Life Insurance Program shall be as follows. For each 12-month period beginning on March 1, the employee's age shall be the age attained on the birthday occurring between March 2 of the preceding year and March 1 of the current year.

1. Basic Plan

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.0815	\$.05	\$.0315
30 - 34	.0815	.05	.0315
35 - 39	.0815	.05	.0315
40 - 44	.1630	.10	.0630
45 - 49	.2282	.14	.0882
50 - 54	.3586	.22	.1386
55 - 59	.6357	.39	.2457
60 - 64	.8476	.52	.3276
65 - 69	.9617	.59	.3717

2. Supplemental Plan

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.0675	\$.05	\$.0175
30 - 34	.0675	.05	.0175
35 - 39	.0675	.05	.0175
40 - 44	.1350	.10	.0350
45 - 49	.1890	.14	.0490
50 - 54	.2970	.22	.0770
55 - 59	.5265	.39	.1365
60 - 64	.7020	.52	.1820
65 - 69	.7425	.55	.1925

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.07	70	\$1.60	80	\$4.40
30 - 34	.08	71	1.80	81	4.85
35 - 39	.08	72	2.00	82	5.35
40 - 44	.13	73	2.20	83	5.85
45 - 49	.20	74	2.45	84	6.40
50 - 54	.31	75	2.70	85	6.95
55 - 59	.53	76	2.95	86	7.55
60 - 64	.80	77	3.25	87	8.15
65 - 69	1.10	78	3.60	88	8.85
		79	4.00	89	9.65

II. Local Employees' Plan

A. On and after July 1, 1997. As approved by the Group Insurance Board at its meeting of August 27, 1996, effective July 1, 1997, the total, employee, and employer monthly premiums for each \$1,000 of insurance for local employes covered under the Wisconsin Public Employers Group Life Insurance Program shall be as follows. The employee's age shall be the age attained on the birthday occurring between July 2, 1996 and July 1, 1997.

1a. Basic Plan - 50% Postretirement Schedule

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.105	\$.07	\$.035
30 - 34	.105	.07	.035
35 - 39	.120	.08	.040
40 - 44	.180	.12	.060
45 - 49	.270	.18	.090
50 - 54	.465	.31	.155
55 - 59	.795	.53	.265
60 - 64	.900	.60	.300
65 - 69	.900	.60	.300

1b. Basic Plan - 25% Postretirement Schedule

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.084	\$.07	\$.014
30 - 34	.084	.07	.014
35 - 39	.096	.08	.016
40 - 44	.144	.12	.024
45 - 49	.216	.18	.036
50 - 54	.372	.31	.062
55 - 59	.636	.53	.106
60 - 64	.720	.60	.120
65 - 69	.720	.60	.120

2. Supplemental Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>
Under 30	\$.07
30 - 34	.07
35 - 39	.08
40 - 44	.12
45 - 49	.18
50 - 54	.31
55 - 59	.53
60 - 64	.60
65 - 69	.60

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.07	70	\$1.60	80	\$ 4.40
30 - 34	.07	71	1.80	81	4.85
35 - 39	.08	72	2.00	82	5.35
40 - 44	.12	73	2.20	83	5.85
45 - 49	.18	74	2.45	84	6.40
50 - 54	.31	75	2.70	85	6.95
55 - 59	.53	76	2.95	86	7.55
60 - 64	.60	77	3.25	87	8.15
65 - 69	.60	78	3.60	88	8.85
		79	4.00	89	9.65

B. On and after July 1, 1998. As approved by the Group Insurance Board at its meeting of August 26, 1997, effective July 1, 1998, the total, employee, and employer monthly premiums for each \$1,000 of insurance for local employees covered under the Wisconsin Public Employers Group Life Insurance Program shall be as follows. The employee's age for each 12-month period beginning on July 1 shall be the age attained on the birthday occurring between July 2 of the preceding year and July 1 of the current year.

1a. Basic Plan - 50% Postretirement Schedule

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.090	\$.06	\$.030
30 - 34	.090	.06	.030
35 - 39	.105	.07	.035
40 - 44	.150	.10	.050
45 - 49	.255	.17	.085
50 - 54	.465	.31	.155
55 - 59	.795	.53	.265
60 - 64	.900	.60	.300
65 - 69	.900	.60	.300

1b. Basic Plan - 25% Postretirement Schedule

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.072	\$.06	\$.012
30 - 34	.072	.06	.012
35 - 39	.084	.07	.014
40 - 44	.120	.10	.020
45 - 49	.204	.17	.034
50 - 54	.372	.31	.062
55 - 59	.636	.53	.106
60 - 64	.720	.60	.120
65 - 69	.720	.60	.120

2. Supplemental Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>
Under 30	\$.06
30 - 34	.06
35 - 39	.07
40 - 44	.10
45 - 49	.17
50 - 54	.31
55 - 59	.53
60 - 64	.60
65 - 69	.60

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.06	70	\$1.60	80	\$4.40
30 - 34	.06	71	1.80	81	4.85
35 - 39	.07	72	2.00	82	5.35
40 - 44	.10	73	2.20	83	5.85
45 - 49	.17	74	2.45	84	6.40
50 - 54	.31	75	2.70	85	6.95
55 - 59	.53	76	2.95	86	7.55
60 - 64	.60	77	3.25	87	8.15
65 - 69	.60	78	3.60	88	8.85
		79	4.00	89	9.65

III. Spouse and Dependent Plan

The total monthly premium for each unit of coverage shall be \$2.00 for State employees and \$3.00 for local employees. No employer contribution is required for this coverage.

MINNESOTA LIFE INSURANCE COMPANY
SAINT PAUL, MINNESOTA 55101-2098

Reissued Group Life Insurance Policy No. 2832-G, issued effective January 1, 1997 to the Group Insurance Board of the State of Wisconsin is hereby amended as follows:

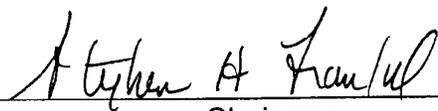
AMENDMENT NO. 3

Replaces Pages 26 through 30 with new Pages 26 through 30 effective March 1, 1999. This amendment updates the tables of premium rates for employees and employers to include the rates effective in 1999.

Minnesota Life Insurance Company this 23rd day of June, 1999.

By 
Chairman *RMO*

The State of Wisconsin Group Insurance Board this 29th day of JUNE, 1999.

By 
Chairman

**ADDENDUM
PREMIUM RATES**

I. State Employees' Plan

- A. On and after March 1, 1998. As approved by the Group Insurance Board at its meeting of August 26, 1997, effective March 1, 1998, the employee, employer, and total monthly premiums for each \$1,000 of insurance for State employees covered under the Wisconsin Public Employers Group Life Insurance Program shall be as follows. The employee's age shall be the age attained on the birthday occurring between March 2, 1997 and March 1, 1998.

1. Basic Plan

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.0815	\$.05	\$.0315
30 - 34	.0815	.05	.0315
35 - 39	.0815	.05	.0315
40 - 44	.1630	.10	.0630
45 - 49	.2282	.14	.0882
50 - 54	.3586	.22	.1386
55 - 59	.6357	.39	.2457
60 - 64	.8476	.52	.3276
65 - 69	.9617	.59	.3717

2. Supplemental Plan

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.0675	\$.05	\$.0175
30 - 34	.0675	.05	.0175
35 - 39	.0675	.05	.0175
40 - 44	.1350	.10	.0350
45 - 49	.1890	.14	.0490
50 - 54	.2970	.22	.0770
55 - 59	.5265	.39	.1365
60 - 64	.7020	.52	.1820
65 - 69	.7425	.55	.1925

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.07	70	\$1.60	80	\$4.40
30 - 34	.08	71	1.80	81	4.85
35 - 39	.08	72	2.00	82	5.35
40 - 44	.13	73	2.20	83	5.85
45 - 49	.20	74	2.45	84	6.40
50 - 54	.31	75	2.70	85	6.95
55 - 59	.53	76	2.95	86	7.55
60 - 64	.80	77	3.25	87	8.15
65 - 69	1.10	78	3.60	88	8.85
		79	4.00	89	9.65

B. On and after March 1, 1999. As approved by the Group Insurance Board at its meeting of August 31, 1998, effective March 1, 1999, the employee, employer, and total monthly premiums for each \$1,000 of insurance for State employees covered under the Wisconsin Public Employers Group Life Insurance Program shall be as follows. For each 12-month period beginning on March 1, the employee's age shall be the age attained on the birthday occurring between March 2 of the preceding year and March 1 of the current year.

1. Basic Plan

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.0815	\$.05	\$.0315
30 - 34	.0815	.05	.0315
35 - 39	.0815	.05	.0315
40 - 44	.1467	.09	.0567
45 - 49	.2119	.13	.0819
50 - 54	.3260	.20	.1260
55 - 59	.5868	.36	.2268
60 - 64	.7172	.44	.2772
65 - 69	.9617	.59	.3717

2. Supplemental Plan

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.0675	\$.05	\$.0175
30 - 34	.0675	.05	.0175
35 - 39	.0675	.05	.0175
40 - 44	.1215	.09	.0315
45 - 49	.1755	.13	.0455
50 - 54	.2700	.20	.0700
55 - 59	.4860	.36	.1260
60 - 64	.5940	.44	.1540
65 - 69	.7425	.55	.1925

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.06	70	\$1.25	80	\$4.15
30 - 34	.07	71	1.50	81	4.60
35 - 39	.07	72	1.75	82	5.10
40 - 44	.12	73	2.00	83	5.60
45 - 49	.18	74	2.25	84	6.15
50 - 54	.27	75	2.50	85	6.75
55 - 59	.48	76	2.75	86	7.40
60 - 64	.59	77	3.05	87	8.10
65 - 69	.80	78	3.40	88	8.80
		79	3.75	89	9.60

II. Local Employees' Plan

A. On and after July 1, 1998. As approved by the Group Insurance Board at its meeting of August 26, 1997, effective July 1, 1998, the total, employee, and employer monthly premiums for each \$1,000 of insurance for local employees covered under the Wisconsin Public Employers Group Life Insurance Program shall be as follows. The employee's age shall be the age attained on the birthday occurring between July 2, 1997 and July 1, 1998.

1a. Basic Plan - 50% Postretirement Schedule

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.090	\$.06	\$.030
30 - 34	.090	.06	.030
35 - 39	.105	.07	.035
40 - 44	.150	.10	.050
45 - 49	.255	.17	.085
50 - 54	.465	.31	.155
55 - 59	.795	.53	.265
60 - 64	.900	.60	.300
65 - 69	.900	.60	.300

1b. Basic Plan - 25% Postretirement Schedule

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.072	\$.06	\$.012
30 - 34	.072	.06	.012
35 - 39	.084	.07	.014
40 - 44	.120	.10	.020
45 - 49	.204	.17	.034
50 - 54	.372	.31	.062
55 - 59	.636	.53	.106
60 - 64	.720	.60	.120
65 - 69	.720	.60	.120

2. Supplemental Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>
Under 30	\$.06
30 - 34	.06
35 - 39	.07
40 - 44	.10
45 - 49	.17
50 - 54	.31
55 - 59	.53
60 - 64	.60
65 - 69	.60

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.06	70	\$1.60	80	\$4.40
30 - 34	.06	71	1.80	81	4.85
35 - 39	.07	72	2.00	82	5.35
40 - 44	.10	73	2.20	83	5.85
45 - 49	.17	74	2.45	84	6.40
50 - 54	.31	75	2.70	85	6.95
55 - 59	.53	76	2.95	86	7.55
60 - 64	.60	77	3.25	87	8.15
65 - 69	.60	78	3.60	88	8.85
		79	4.00	89	9.65

B. On and after July 1, 1999. As approved by the Group Insurance Board at its meeting of August 31, 1998, effective July 1, 1999, the total, employee, and employer monthly premiums for each \$1,000 of insurance for local employees covered under the Wisconsin Public Employers Group Life Insurance Program shall be as follows. The employee's age for each 12-month period beginning on July 1 shall be the age attained on the birthday occurring between July 2 of the preceding year and July 1 of the current year.

1a. Basic Plan - 50% Postretirement Schedule

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.075	\$.05	\$.025
30 - 34	.090	.06	.030
35 - 39	.105	.07	.035
40 - 44	.150	.10	.050
45 - 49	.240	.16	.080
50 - 54	.450	.30	.150
55 - 59	.720	.48	.240
60 - 64	.795	.53	.265
65 - 69	.900	.60	.300

1b. Basic Plan - 25% Postretirement Schedule

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.060	\$.05	\$.010
30 - 34	.072	.06	.012
35 - 39	.084	.07	.014
40 - 44	.120	.10	.020
45 - 49	.192	.16	.032
50 - 54	.360	.30	.060
55 - 59	.576	.48	.096
60 - 64	.636	.53	.106
65 - 69	.720	.60	.120

2. Supplemental Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>
Under 30	\$.05
30 - 34	.06
35 - 39	.07
40 - 44	.10
45 - 49	.16
50 - 54	.30
55 - 59	.48
60 - 64	.53
65 - 69	.60

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.05	70	\$1.25	80	\$4.15
30 - 34	.06	71	1.50	81	4.60
35 - 39	.07	72	1.75	82	5.10
40 - 44	.10	73	2.00	83	5.60
45 - 49	.16	74	2.25	84	6.15
50 - 54	.30	75	2.50	85	6.75
55 - 59	.48	76	2.75	86	7.40
60 - 64	.53	77	3.05	87	8.10
65 - 69	.60	78	3.40	88	8.80
		79	3.75	89	9.60

III. Spouse and Dependent Plan

The total monthly premium for each unit of coverage shall be \$2.00 for State employees and \$3.00 for local employees. No employer contribution is required for this coverage.

MINNESOTA LIFE INSURANCE COMPANY
SAINT PAUL, MINNESOTA 55101-2098

Reissued Group Life Insurance Policy No. 2832-G, issued effective January 1, 1997 to the Group Insurance Board of the State of Wisconsin is hereby amended as follows:

AMENDMENT NO. 4

Replaces Page 27 with a new Page 27 effective March 1, 1999. This amendment corrects an error in the table of premium rates effective March 1, 1999 for State employees.

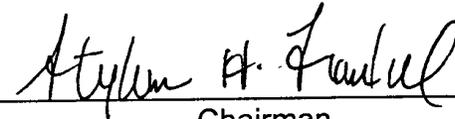
AMENDMENT NO. 5

Replaces Page 30 with a new Page 30 effective July 1, 2000. This amendment updates the premiums for the spouse and dependent plan to show the new premium basis effective July 1, 2000 for local employees.

Minnesota Life Insurance Company this 10th day of January, 2000.

By 
Chairman *emo*

The State of Wisconsin Group Insurance Board this 31ST day of JANUARY, 2000.

By 
Chairman

B. On and after March 1, 1999. As approved by the Group Insurance Board at its meeting of August 31, 1998, effective March 1, 1999, the employee, employer, and total monthly premiums for each \$1,000 of insurance for State employees covered under the Wisconsin Public Employers Group Life Insurance Program shall be as follows. For each 12-month period beginning on March 1, the employee's age shall be the age attained on the birthday occurring between March 2 of the preceding year and March 1 of the current year.

1. Basic Plan

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.0815	\$.05	\$.0315
30 - 34	.0815	.05	.0315
35 - 39	.0815	.05	.0315
40 - 44	.1467	.09	.0567
45 - 49	.2119	.13	.0819
50 - 54	.3260	.20	.1260
55 - 59	.5868	.36	.2268
60 - 64	.7172	.44	.2772
65 - 69	.9617	.59	.3717

2. Supplemental Plan

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.0675	\$.05	\$.0175
30 - 34	.0675	.05	.0175
35 - 39	.0675	.05	.0175
40 - 44	.1215	.09	.0315
45 - 49	.1755	.13	.0455
50 - 54	.2700	.20	.0700
55 - 59	.4860	.36	.1260
60 - 64	.5940	.44	.1540
65 - 69	.7965	.59	.2065

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.06	70	\$1.25	80	\$4.15
30 - 34	.07	71	1.50	81	4.60
35 - 39	.07	72	1.75	82	5.10
40 - 44	.12	73	2.00	83	5.60
45 - 49	.18	74	2.25	84	6.15
50 - 54	.27	75	2.50	85	6.75
55 - 59	.48	76	2.75	86	7.40
60 - 64	.59	77	3.05	87	8.10
65 - 69	.80	78	3.40	88	8.80
		79	3.75	89	9.60

2. Supplemental Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>
Under 30	\$.05
30 - 34	.06
35 - 39	.07
40 - 44	.10
45 - 49	.16
50 - 54	.30
55 - 59	.48
60 - 64	.53
65 - 69	.60

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.05	70	\$1.25	80	\$4.15
30 - 34	.06	71	1.50	81	4.60
35 - 39	.07	72	1.75	82	5.10
40 - 44	.10	73	2.00	83	5.60
45 - 49	.16	74	2.25	84	6.15
50 - 54	.30	75	2.50	85	6.75
55 - 59	.48	76	2.75	86	7.40
60 - 64	.53	77	3.05	87	8.10
65 - 69	.60	78	3.40	88	8.80
		79	3.75	89	9.60

III. Spouse and Dependent Plan

The total monthly premium for each unit of coverage shall be \$2. No employer contribution is required for this coverage.

MINNESOTA LIFE INSURANCE COMPANY
SAINT PAUL, MINNESOTA 55101-2098

Reissued Group Life Insurance Policy No. 2832-G, issued effective January 1, 1997 to the Group Insurance Board of the State of Wisconsin is hereby amended as follows:

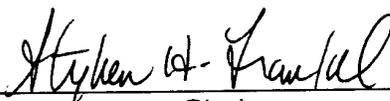
AMENDMENT NO. 6

Replaces Pages 16 and 17 with new Pages 16 and 17 effective February 15, 2000.
This amendment revises Section 6 of the policy related to Coverage During Disability.

Minnesota Life Insurance Company this 28th day of February, 2000.

By 
Chairman *Rmo*

The State of Wisconsin Group Insurance Board this 18th day of APRIL, 2000
2000.

By 
Chairman

6. Coverage During Disability

Waiver of premiums during disability shall be subject to Wis. Stats. §40.72(7).

If a participating employe while insured under this policy becomes totally disabled before age 70 as a result of bodily injury or disease so as to be wholly prevented from performing any work or engaging in any occupation for remuneration or profit and is likely to remain so disabled for an indefinite period of time, the employe and employer premiums for life insurance coverage may be discontinued. The employe is required to submit medical evidence acceptable to the Company showing the date that total disability began or was diagnosed and that the employe is totally disabled from any gainful occupation and is likely to remain disabled for an indefinite period.

A claim for waiver of premium must be submitted to the Company on a form provided by the Department within 36 calendar months after the last day for which earnings are paid. An insured employe who becomes disabled while on union service leave of more than 36 months' duration is not disqualified from receiving a waiver of premium more than 36 months after the last day for which earnings were paid. Insured employes who are on a layoff or leave of absence are eligible to submit a claim if they become disabled as defined in this section during the layoff or leave of absence.

An employe is ineligible for a waiver of premium if employment was terminated for reasons other than disability.

If the claim is approved, the effective date of the premium waiver will be the first of the month following the date the disability began, or the date the employe is no longer receiving earnings or other earned income from any gainful occupation, whichever is later. A waiver of premium is effective no earlier than 90 days prior to the date the application for waiver of premium was received by the Department, unless medical evidence acceptable to the Company establishes that the disability was present at an earlier date. An insured employe will be granted a waiver of premium only if he or she becomes totally disabled as defined in this section while coverage is in force at the time the disability commences. Coverage must have been in force continuously from the date of onset of the disability to the date the waiver of premium is approved.

The employe must continue to remit premium payments for all amounts of employe-paid coverage until the Company approves the claim. Premiums that were paid after the effective date of the premium waiver will be refunded. The insurance shall remain in force while the premiums are waived. Insurance shall continue during the continuance of disability even if the person insured ceases to be a participating employe.

An employe shall also be deemed to be disabled for the purposes of this policy if an employe has qualified for a disability annuity under Wis. Stats. §40.63 or an LTDI benefit under ETF 50.50, Wisconsin Administrative Code, for as long as the insured qualifies for a disability annuity or LTDI benefit, any provision of the policy to the contrary notwithstanding. The premium waiver shall be deemed to have been filed on the annuity or LTDI benefit effective date. Further proof of disability shall not be required while the insured qualifies for LTDI or disability annuity benefits.

During the period of disability in which premiums are waived under this section, the amount of insurance shall be the same as the amount of insurance at the date of onset of the disability, except that errors may be corrected as provided in Section 3, "Enrollment for Insurance." If an employe's insurance is continued in force under this section, any spouse and dependent life insurance shall also continue in force without payment of premium.

Except for disability annuitants or LTDI recipients, the employe shall submit proof of disability to the Company at the Company's request. The Company shall also have the right and opportunity to have medical examiners designated by the Company examine the employe when and as often as it may reasonably require during the employe's disability, but not more than once each year after insurance has been extended under this section.

If an insured for whom premiums are waived under this section refuses to be examined as required above or fails to furnish proof of continuance of total and permanent disability within 60 days after request by the Company, all insurance on the individual under this section shall terminate immediately. However, the insurance shall not terminate if it can be shown conclusively not to have been reasonably possible to undergo such examination or to provide such proof and the Company's request for an examination or proof is complied with as soon as reasonably possible. The insurance under this section shall also terminate for any insured whose LTDI benefit is terminated under ETF 50.56, Wisconsin Administrative Code, or whose disability annuity is terminated under Wis. Stats. §40.63, unless the insured submits proof of disability to the Company.

Amendment No.6 Effective February 15, 2000

For purposes of determining the amount of postretirement coverage, it shall be assumed that a person insured under this section retires upon attainment of the insurance reduction age. The amount of Basic insurance shall then be reduced according to the postretirement schedules in Section 5.2, "Postretirement Basic Plan Coverage," and in accordance with Wis. Stats. §40.72(2) and (3). All other insurance will terminate upon the date the insured reaches the insurance reduction age if it has not already terminated or been cancelled.

Premiums shall be waived for all insurance under this section until the earliest of the insured's ability to return to gainful occupation, or the termination of coverage as provided under policy Section 9, "Termination of Insurance," or until the termination of the employee's insurance under this section, but in no even past the month in which the employee attains the insurance reduction age.

If the insured dies while waiver of premium is in effect and while remaining continuously disabled, then upon due proof of death, the Company will pay under this section of the policy the amount of insurance as determined by Wis. Stats. §40.72.

If the extension of insurance without payment of premiums under this section is terminated because disability ceases, the employee shall be entitled to the rights and benefits under Section 15, "Conversion Privilege," together with insurance protection during the 31-day period allowed for conversion as if employment had then terminated, unless during that period the insured returns to work, continues to be on an approved leave of absence or qualifies for continuation of insurance as provided in Wis. Stats. §40.72(4).

If the policy is discontinued in accordance with Section 24, "Discontinuance of the Policy," the Company will retain the liability for all disabled employees who satisfy the requirements of this section as of the date that this policy is discontinued.

7. Coverage During Employment Gaps

An insured employee may continue insurance coverage during any approved leave of absence or layoff for up to 36 months. Insurance coverage may be continued beyond 36 months if the approved leave is a union service leave as provided under Wis. Stats. §40.02(56) and §40.03(6)(g). Insurance coverage may not be continued for more than 60 days during leave to serve in the military forces of any nation at war, declared or undeclared. The Policyholder shall determine the fact of war.

In order to continue the insurance in force during an approved leave of absence or layoff, the employee premium contributions must be paid in advance for periods of at least three months, and each payment must be received by the employer at least 30 days prior to the end of the period for which premiums had previously been paid.

Except in instances of employer error as provided in Section 3, "Enrollment for Insurance," the amount of insurance for an employee on an approved leave of absence or layoff shall be the same as that in effect immediately preceding the leave. The required employee premium contributions shall be determined in accordance with Section 12, "Employee Contributions."

An insured employee who is employed during a normal school year period shall be considered to be in employee status during summer vacation, and the employee's insurance shall continue in force during that vacation. The premium for each month or portion of a month which falls within that vacation shall be paid either in advance or on a monthly basis by the employer. Employee status for those on a school summer vacation shall be considered terminated on the date an application for benefits is received by the Wisconsin Retirement System except that school year employees who are permitted to continue their coverage during summer vacation without renewing their contracts will be deemed to be terminated at the earlier of the effective date of the retirement annuity or the end of the month for which advance premiums have been paid for the vacation period. The employer may allow a teacher who has not renewed a contract to continue insurance in force and to remit the premiums for the summer vacation period as if the employee had renewed a contract with that employer for the following school year.

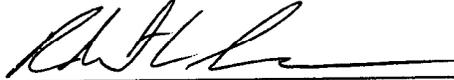
MINNESOTA LIFE INSURANCE COMPANY
SAINT PAUL, MINNESOTA 55101-2098

Reissued Group Life Insurance Policy No. 2832-G, issued effective January 1, 1997 to the Group Insurance Board of the State of Wisconsin is hereby amended as follows:

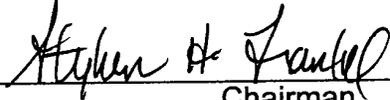
AMENDMENT NO. 87

Replaces Page 30 with a new Page 30 effective March 1, 2001. This amendment updates the premiums for the spouse and dependent plan to show the new premium basis effective March 1, 2001 for State employees.

Minnesota Life Insurance Company this 29th day of November, 2000.

By 
Chairman *Rms*

The State of Wisconsin Group Insurance Board this 15th day of DECEMBER, 2000.

By 
Chairman

2. Supplemental Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>
Under 30	\$.05
30 - 34	.06
35 - 39	.07
40 - 44	.10
45 - 49	.16
50 - 54	.30
55 - 59	.48
60 - 64	.53
65 - 69	.60

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.05	70	\$1.25	80	\$4.15
30 - 34	.06	71	1.50	81	4.60
35 - 39	.07	72	1.75	82	5.10
40 - 44	.10	73	2.00	83	5.60
45 - 49	.16	74	2.25	84	6.15
50 - 54	.30	75	2.50	85	6.75
55 - 59	.48	76	2.75	86	7.40
60 - 64	.53	77	3.05	87	8.10
65 - 69	.60	78	3.40	88	8.80
		79	3.75	89	9.60

III. Spouse and Dependent Plan

The total monthly premium for each unit of coverage shall be \$2.50 for State employees and \$2.00 for local employees. No employer contribution is required for this coverage.

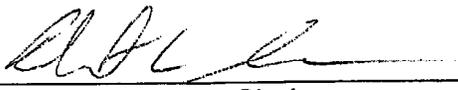
MINNESOTA LIFE INSURANCE COMPANY
SAINT PAUL, MINNESOTA 55101-2098

Reissued Group Life Insurance Policy No. 2832-G, issued effective January 1, 1997 to the Group Insurance Board of the State of Wisconsin is hereby amended as follows:

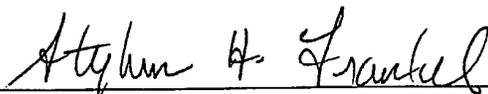
AMENDMENT NO. 8

Replaces Page 17 with a new Page 17 effective November 12, 2001. This amendment deletes policy language specific to military leaves of absence. As a result of this deletion, military leave is treated the same as other approved leaves of absence under the policy.

Minnesota Life Insurance Company this 14th day of JANUARY, 2002.

By 
Chairman *Rmo*

The State of Wisconsin Group Insurance Board this 1ST day of FEBRUARY, 2002
2002.

By 
Chairman

For purposes of determining the amount of postretirement coverage, it shall be assumed that a person insured under this section retires upon attainment of the insurance reduction age. The amount of Basic insurance shall then be reduced according to the postretirement schedules in Section 5.2, "Postretirement Basic Plan Coverage," and in accordance with Wis. Stats. §40.72(2) and (3). All other insurance will terminate upon the date the insured reaches the insurance reduction age if it has not already terminated or been cancelled.

Premiums shall be waived for all insurance under this section until the earliest of the insured's ability to return to gainful occupation, or the termination of coverage as provided under policy Section 9, "Termination of Insurance," or until the termination of the employee's insurance under this section, but in no event past the month in which the employee attains the insurance reduction age.

If the insured dies while waiver of premium is in effect and while remaining continuously disabled, then upon due proof of death, the Company will pay under this section of the policy the amount of insurance as determined by Wis. Stats. §40.72.

If the extension of insurance without payment of premiums under this section is terminated because disability ceases, the employee shall be entitled to the rights and benefits under Section 15, "Conversion Privilege," together with insurance protection during the 31-day period allowed for conversion as if employment had then terminated, unless during that period the insured returns to work, continues to be on an approved leave of absence or qualifies for continuation of insurance as provided in Wis. Stats. §40.72(4).

If the policy is discontinued in accordance with Section 24, "Discontinuance of the Policy," the Company will retain the liability for all disabled employees who satisfy the requirements of this section as of the date that this policy is discontinued.

7. Coverage During Employment Gaps

An insured employee may continue insurance coverage during any approved leave of absence or layoff for up to 36 months. Insurance coverage may be continued beyond 36 months if the approved leave is a union service leave as provided under Wis. Stats. §40.02(56) and §40.03(6)(g).

In order to continue the insurance in force during an approved leave of absence or layoff, the employee premium contributions must be paid in advance for periods of at least three months, and each payment must be received by the employer at least 30 days prior to the end of the period for which premiums had previously been paid.

Except in instances of employer error as provided in Section 3, "Enrollment for Insurance," the amount of insurance for an employee on an approved leave of absence or layoff shall be the same as that in effect immediately preceding the leave. The required employee premium contributions shall be determined in accordance with Section 12, "Employee Contributions."

An insured employee who is employed during a normal school year period shall be considered to be in employe status during summer vacation, and the employe's insurance shall continue in force during that vacation. The premium for each month or portion of a month which falls within that vacation shall be paid either in advance or on a monthly basis by the employer. Employe status for those on a school summer vacation shall be considered terminated on the date an application for benefits is received by the Wisconsin Retirement System except that school year employes who are permitted to continue their coverage during summer vacation without renewing their contracts will be deemed to be terminated at the earlier of the effective date of the retirement annuity or the end of the month for which advance premiums have been paid for the vacation period. The employer may allow a teacher who has not renewed a contract to continue insurance in force and to remit the premiums for the summer vacation period as if the employe had renewed a contract with that employer for the following school year.

MINNESOTA LIFE INSURANCE COMPANY
SAINT PAUL, MINNESOTA 55101-2098

Reissued Group Life Insurance Policy No. 2832-G, issued effective January 1, 1997 to the Group Insurance Board of the State of Wisconsin is hereby amended as follows:

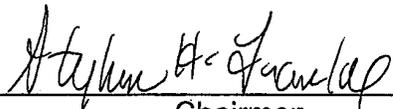
AMENDMENT NO. 9

Replaces Pages 26 through 30 with new Pages 26 through 30 effective March 1, 2003. This amendment updates the tables of premium rates for employes and employers to include the rates effective in 2003.

The Minnesota Life Insurance Company this 14th day of NOVEMBER, 2002.

By 
Chairman

The State of Wisconsin Group Insurance Board this 19th day of NOVEMBER, 2002.

By 
Chairman

**ADDENDUM
PREMIUM RATES**

I. State Employees' Plan

- A. On and after March 1, 1999. As approved by the Group Insurance Board at its meeting of August 31, 1998, effective March 1, 1999, the employee, employer, and total monthly premiums for each \$1,000 of insurance for State employees covered under the Wisconsin Public Employers Group Life Insurance Program shall be as follows. For each 12-month period beginning on March 1, the employee's age shall be the age attained on the birthday occurring between March 2 of the preceding year and March 1 of the current year.

1. Basic Plan

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.0815	\$.05	\$.0315
30 - 34	.0815	.05	.0315
35 - 39	.0815	.05	.0315
40 - 44	.1467	.09	.0567
45 - 49	.2119	.13	.0819
50 - 54	.3260	.20	.1260
55 - 59	.5868	.36	.2268
60 - 64	.7172	.44	.2772
65 - 69	.9617	.59	.3717

2. Supplemental Plan

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.0675	\$.05	\$.0175
30 - 34	.0675	.05	.0175
35 - 39	.0675	.05	.0175
40 - 44	.1215	.09	.0315
45 - 49	.1755	.13	.0455
50 - 54	.2700	.20	.0700
55 - 59	.4860	.36	.1260
60 - 64	.5940	.44	.1540
65 - 69	.7965	.59	.2065

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.06	70	\$1.25	80	\$4.15
30 - 34	.07	71	1.50	81	4.60
35 - 39	.07	72	1.75	82	5.10
40 - 44	.12	73	2.00	83	5.60
45 - 49	.18	74	2.25	84	6.15
50 - 54	.27	75	2.50	85	6.75
55 - 59	.48	76	2.75	86	7.40
60 - 64	.59	77	3.05	87	8.10
65 - 69	.80	78	3.40	88	8.80
		79	3.75	89	9.60

B. On and after March 1, 2003. As approved by the Group Insurance Board at its meeting of August 27, 2002, effective March 1, 2003, the employee, employer, and total monthly premiums for each \$1,000 of insurance for State employees covered under the Wisconsin Public Employers Group Life Insurance Program shall be as follows. For each 12-month period beginning on March 1, the employee's age shall be the age attained on the birthday occurring between March 2 of the preceding year and March 1 of the current year.

1. Basic Plan

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.0815	\$.05	\$.0315
30 - 34	.0815	.05	.0315
35 - 39	.0815	.05	.0315
40 - 44	.1304	.08	.0504
45 - 49	.1956	.12	.0756
50 - 54	.3260	.20	.1260
55 - 59	.5216	.32	.2016
60 - 64	.6520	.40	.2520
65 - 69	.8965	.55	.3465

2. Supplemental Plan

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.0675	\$.05	\$.0175
30 - 34	.0675	.05	.0175
35 - 39	.0675	.05	.0175
40 - 44	.1080	.08	.0280
45 - 49	.1620	.12	.0420
50 - 54	.2700	.20	.0700
55 - 59	.4320	.32	.1120
60 - 64	.5400	.40	.1400
65 - 69	.7425	.55	.1925

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.06	70	\$1.05	80	\$3.25
30 - 34	.07	71	1.20	81	3.55
35 - 39	.07	72	1.35	82	3.85
40 - 44	.11	73	1.55	83	4.30
45 - 49	.16	74	1.75	84	4.75
50 - 54	.27	75	1.95	85	5.20
55 - 59	.43	76	2.15	86	5.65
60 - 64	.54	77	2.35	87	6.10
65 - 69	.74	78	2.65	88	6.75
		79	2.95	89	7.40

II. Local Employees' Plan

- A. On and after July 1, 1999. As approved by the Group Insurance Board at its meeting of August 31, 1998, effective July 1, 1999, the total, employee and employer monthly premiums for each \$1,000 of insurance for local employees covered under the Wisconsin Public Employers Group Life Insurance Program shall be as follows. The employee's age for each 12-month period beginning on July 1 shall be the age attained on the birthday occurring between July 2 of the preceding year and July 1 of the current year.

1a. Basic Plan – 50% Postretirement Schedule

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.075	\$.05	\$.025
30 - 34	.090	.06	.030
35 - 39	.105	.07	.035
40 - 44	.150	.10	.050
45 - 49	.240	.16	.080
50 - 54	.450	.30	.150
55 - 59	.720	.48	.240
60 - 64	.795	.53	.265
65 - 69	.900	.60	.300

1b. Basic Plan – 25% Postretirement Schedule

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.060	\$.05	\$.010
30 - 34	.072	.06	.012
35 - 39	.084	.07	.014
40 - 44	.120	.10	.020
45 - 49	.192	.16	.032
50 - 54	.360	.30	.060
55 - 59	.576	.48	.096
60 - 64	.636	.53	.106
65 - 69	.720	.60	.120

2. Supplemental Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>
Under 30	\$.05
30 - 34	.06
35 - 39	.07
40 - 44	.10
45 - 49	.16
50 - 54	.30
55 - 59	.48
60 - 64	.53
65 - 69	.60

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.05	70	\$1.25	80	\$4.15
30 - 34	.06	71	1.50	81	4.60
35 - 39	.07	72	1.75	82	5.10
40 - 44	.10	73	2.00	83	5.60
45 - 49	.16	74	2.25	84	6.15
50 - 54	.30	75	2.50	85	6.75
55 - 59	.48	76	2.75	86	7.40
60 - 64	.53	77	3.05	87	8.10
65 - 69	.60	78	3.40	88	8.80
		79	3.75	89	9.60

- B. On and after July 1, 2003. As approved by the Group Insurance Board at its meeting of August 27, 2002, effective July 1, 2003, the total, employee and employer monthly premiums for each \$1,000 of insurance for local employes covered under the Wisconsin Public Employers Group Life Insurance Program shall be as follows. The employee's age for each 12-month period beginning on July 1 shall be the age attained on the birthday occurring between July 2 of the preceding year and July 1 of the current year.

- 1a. Basic Plan - 50% Postretirement Schedule

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.075	\$.05	\$.025
30 - 34	.090	.06	.030
35 - 39	.105	.07	.035
40 - 44	.150	.10	.050
45 - 49	.240	.16	.080
50 - 54	.450	.30	.150
55 - 59	.720	.48	.240
60 - 64	.795	.53	.265
65 - 69	.900	.60	.300

- 1b. Basic Plan - 25% Postretirement Schedule

<u>Age</u>	<u>Total Premium</u>	<u>Employee Premium</u>	<u>Employer Premium</u>
Under 30	\$.060	\$.05	\$.010
30 - 34	.072	.06	.012
35 - 39	.084	.07	.014
40 - 44	.120	.10	.020
45 - 49	.192	.16	.032
50 - 54	.360	.30	.060
55 - 59	.576	.48	.096
60 - 64	.636	.53	.106
65 - 69	.720	.60	.120

2. Supplemental Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>
Under 30	\$.05
30 - 34	.06
35 - 39	.07
40 - 44	.10
45 - 49	.16
50 - 54	.30
55 - 59	.48
60 - 64	.53
65 - 69	.60

3. Additional Plan and Over Age 70 Additional Plan. No employer contribution is required for this coverage.

<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>	<u>Age</u>	<u>Total Premium</u>
Under 30	\$.05	70	\$1.05	80	3.25
30 - 34	.06	71	1.20	81	3.55
35 - 39	.07	72	1.35	82	3.85
40 - 44	.10	73	1.55	83	4.30
45 - 49	.16	74	1.75	84	4.75
50 - 54	.30	75	1.95	85	5.20
55 - 59	.48	76	2.15	86	5.65
60 - 64	.53	77	2.35	87	6.10
65 - 69	.60	78	2.65	88	6.75
		79	2.95	89	7.40

III. Spouse and Dependent Plan

The total monthly premium for each unit of coverage shall be \$2.50 for State employees and \$2.00 for local employees. No employer contribution is required for this coverage.