MASTER GROUP CONTRACT

Issued by

WYSSTA INSURANCE COMPANY, INC.

All claims are settled based on a specific methodology. The eligible amount of a claim may be less than the provider's billed charge.

Vision Benefits under the Contract are provided by Wyssta Insurance Company, Inc., ("Wyssta").

ARTICLE I
DEFINITIONS

1.1 "Allowance" means the amount or percentage shown in the Declarations for vision Benefits that Wyssta will pay toward the applicable vision service or product provided.

1.2 "Benefit" means those vision Benefits that are covered by Wyssta under the terms of this Contract as specified in the Schedule of Benefits.

1.3 "Certificate" means the Vision Benefit Handbook and Summary of Benefits issued to a Subscriber insured through the Group. The Certificate outlines the Benefits provided by the Master Group Contract.

1.4 "Contract Term" means the period commencing and terminating on the dates shown in the Declarations, and each annual period thereafter during which the Contract remains in effect.

1.5 "Contracted Vision Provider" means a vision care provider who has entered into an agreement to provide vision Benefits through Wyssta to Subscribers and Covered Dependents.

1.6 "Copayment" means the dollar amount or percentage shown on the Declarations that the Subscriber or Covered Dependent is required to pay directly to a Contracted Vision Provider or a Noncontracted Vision Provider for each service or product received that is a Benefit under the Contract, as specified in the Declarations. The Copayment is applied to the fee for Benefits that Wyssta contracts with the Contracted Vision Provider to pay or to the Allowance for Benefits, whichever is applicable.

1.7 "Covered Dependent" means a Dependent who:

(a) is listed in the documents necessary for coverage under the Contract,

(b) has been accepted by Wyssta for coverage, and

(c) for whom the appropriate Premium has been paid.

1.8 "Declarations" means the document(s) labeled "Declarations" and which lists the Group name, the Contract term, coverage limits, coverage option(s), and other information particular to the Group.

1.9 "Dependent" means a person who has satisfied the criteria for eligibility listed in Paragraph 3.1(b).

1.10 "Eligible Employee" means an employee or member of the Group who has satisfied the criteria for eligibility listed in Paragraph 3.1(a).

1.11 "Grievance" means any dissatisfaction with the administration, claims practices, or provision of services by Wyssta that is expressed in writing by or on behalf of a Subscriber or Covered Dependent.

1.12 "Group" means the employer, association, union or other organization contracting with Wyssta to provide Benefits to its Eligible Employees or members and their Dependents, if applicable.

1.13 "Master Group Contract" or "Contract" means the group vision insurance policy issued by Wyssta to the Group in which Wyssta agrees to provide vision Benefits to Subscribers and Covered Dependents. The Contract includes the group application, the Declarations (including the Schedule of Benefits), the Master Group Contract, and any attached addenda, appendixes, endorsements, schedules or riders.

1.14 "Noncontracted Vision Provider" means a vision care provider who has not entered into an agreement to provide vision Benefits through Wyssta to Subscribers and Covered Dependents.

1.15 "Open Enrollment Period" means an enrollment period during which time any Eligible Employees and/or Dependent may apply to become a Subscriber and/or Covered Dependent, and existing Subscribers may apply to change to another provider network or coverage option, if available, or elect to terminate coverage.

1.16 "Premium" means the total monthly fee due for this Contract. The Premium will be based on the Rate and the number of Subscribers.

1.17 "Rate" means the monthly fee required for each Subscriber, in accordance with the terms of the Contract.

1.18 "Schedule of Benefits" is a listing of the specific Benefits and Benefit limitations for vision Benefits provided under the terms of the Contract. The Schedule of Benefits is included in the Declarations.

1.19 "Subscriber" means an Eligible Employee or member of the Group who:

(a) has completed and signed the documents necessary for coverage under the Contract,

(b) has been accepted by Wyssta as a Subscriber, and

(c) for whom the appropriate Premium has been paid.

1.20 "Urgent Care Grievance" means any dissatisfaction with the administration or claims practices of or provision of services by Wyssta that requires immediate attention. Such Grievance must be delivered in writing to Wyssta. See the Grievance Procedures, section of the Contract.

1.21 "Wyssta" means Wyssta Insurance Company, Inc.

ARTICLE II
RESPONSIBILITIES OF THE PARTIES

2.1 Responsibilities of Group.

(a) Initial Enrollment. Subject to any Open Enrollment Period and the effective date of this Contract, the Group shall offer to all of its Eligible Employees the opportunity to subscribe for themselves and their Dependents to the Benefit option(s) chosen by the Group in lieu of any other benefit plan(s) offered by the Group. New employees who become Eligible Employees will be given the opportunity to enroll themselves and any Dependents.

(b) Open Enrollment. During the Open Enrollment Period, if applicable, and only during such period unless otherwise specified in this Contract, the Group shall allow Eligible Employees to elect coverage or change coverage. Each Eligible Employee must complete the appropriate enrollment form and return it to the Group during the Open Enrollment Period. The Group will report these changes to Wyssta. If Wyssta approves coverage, the effective date of coverage will be the Contract renewal date. It is the Group's responsibility to verify that the employee is eligible. Upon request the Group agrees to provide to Wyssta proof of employee eligibility. Wyssta may periodically audit Group's records regarding eligibility in accordance with Paragraph 4.1(d).

(c) The Group agrees to collect and remit to Wyssta the monthly Premium for all Subscribers and Covered Dependents. The Premium will be due and payable by the first day of the month for which coverage is provided.

(d) The Group agrees to provide to Wyssta, in a form approved by Wyssta, the enrollment information requested by Wyssta for each person who becomes a Subscriber or Covered Dependent within 31 days of the date the Subscriber or Covered Dependent enrolls. In addition, the Group agrees to provide Wyssta with any subsequent change in a Subscriber's or Covered Dependent's enrollment. This includes, but is not limited to:

(i) eligibility for Medicare;

(ii) loss of eligibility for coverage under this Contract due to termination of employment, divorce or death of the Subscriber;

(iii) the addition of newly acquired Dependents, or

(iv) the deletion of Covered Dependents.

(e) The Group agrees to submit subscriber enrollment data to Wyssta on no less than a monthly basis, reporting all changes in Subscribers and Covered Dependents entitled to receive Benefits. The effective, termination, or change date for a Subscriber must not be more than 90 days prior to the date on which the change was requested or the last renewal date of the Contract, or the last day of the month in which a Benefit payment was made on behalf of the Subscriber or Covered Dependent, whichever is later. The Group will be liable for claims incurred after the termination or change date and prior to the date of receipt and acceptance of the notice by Wyssta.

(f) The Group is responsible for:

(i) timely delivery of Wyssta's standard identification card(s) (if applicable), and Certificate(s) to each Subscriber;

(ii) advising the Subscriber of Benefits changes in a timely manner; and

(iii) notifying the Subscriber of cancellation of this Contract.

(g) The Group agrees to notify Wyssta within ten days of a change in its legal status, expansion of business, dissolution of business, merger, acquisition, or any other significant business operational change.

2.2 Responsibilities of Wyssta

(a) Benefits Generally. In consideration of the Premium paid by the Group, Wyssta agrees to provide to Subscribers and Covered Dependents the Benefits described in the Contract for the Benefit option(s) chosen by the Group.

(b) The Rates for coverage are stated in the Declarations of this Contract. Each month's Premium will be calculated based upon the number of current

Subscribers, and according to their enrollment status. Wyssta will notify the Group of any future change in the Rate at least 30 days (60 days if the increase is more than 25%) prior to the date of Contract renewal.

(c) Upon initial enrollment, Wyssta will provide the Group with Wyssta's standard identification card(s) (if requested), Certificates, Declarations and Schedules of Benefits in sufficient quantity for the Group to distribute to each Subscriber. Wyssta may provide, at the Group's request, camera-ready language which the Group may print and distribute to Subscribers. Group agrees that it will not modify the camera-ready language provided by Wyssta.

(d) Wyssta has the sole authority to make Benefit determinations.

(e) Wyssta reserves the right to make payment for Benefits directly to Subscribers. This provision will control even if the Subscriber has assigned the Subscriber's rights to the payment of Benefits.

(f) Wyssta will pay up to the Allowance shown in the Declarations for vision Benefits.

(i) For vision products and services provided by a Contracted Vision Provider, Wyssta will pay up to the Allowance shown under "Network Benefit" in the Declarations for vision Benefits and Subscriber or Covered Dependent will be responsible for any remaining amount.

(ii) For vision products and services provided by a Noncontracted Vision Provider, Wyssta will pay up to the Allowance shown under "Non-Network Reimbursement" in the Declarations for vision Benefits and Subscriber or Covered Dependent will be responsible for any remaining amount.

(iii) Subscriber or Covered Dependent will also be responsible for any vision care products and services that are not Benefits under the Contract regardless of whether the vision care services were provided by a Contracted Vision Provider or a Noncontracted Vision Provider.

ARTICLE III
ELIGIBILITY; ENROLLMENT; EFFECTIVE DATE OF COVERAGE; TERMINATION OF ENROLLMENT

3.1 Eligibility

(a) Employees:

(i) Any employee who averages the number of hours of employment stated in the Declarations and who has completed the waiting period as established under Item 3 of the Declarations.

(ii) An employee no longer meeting such conditions who has elected to continue coverage under Paragraph 3.6.

(b) Dependents:

(i) The Eligible Employee's lawful spouse.

(ii) The Eligible Employee's children (including any unmarried children's children until the Employee's child is 18), including step and adopted children and children placed for adoption with the Eligible Employee, who are less than 26 years of age;

(iii) Notwithstanding (i) and (ii) above, the Eligible Employee's adult Dependent children, including step and adopted children and children placed for adoption with the Eligible Employee may be covered under this Contract if the adult child satisfies all of the following:

(A) The child is a full-time student, regardless of age; and

(B) The child was under 26 years of age when he or she was called to federal active duty in the National Guard or in a reserve component of the U.S. armed forces while the child was attending, on a full-time basis, an institution of higher learning; and

(C) The child re-enrolled as a full-time student within 12 months of returning from active duty.

(iv) A Dependent child over age 26 who is financially dependent on the Eligible Employee because of physical or mental incapacity that commenced while covered under this policy and prior to the Dependent child reaching age 26, provided a physician's certificate of disability is submitted within six months following the Dependent child's 26th birthday. Wyssta reserves the right to request proof of continued disability from time to time, but not more often than annually after the two-year period immediately following the Dependent child's attainment of the limiting age.

(c) If an Eligible Employee or Covered Dependent is activated while in the Reserve or National Guard, coverage terminates at the time of departure for active duty. Covered Dependents of activated Reserve and National Guard personnel may elect continuation of coverage as described under Paragraph 3.6. Upon return to civilian status, the Eligible Employee or Covered Dependent will be reinstated on the date he/she returns to work.

3.2 Effective Date of Eligible Employee's Coverage

The effective date of coverage for a Subscriber is specified in the Declarations.

An Eligible Employee who waived coverage because he/she was covered under other insurance may elect coverage to be effective on the first day of the month following the loss of such other coverage. The Eligible Employee must apply for such change in coverage within 30 days of the event causing the loss of the other coverage.

3.3 Effective Date of Eligible Dependent's Coverage

Except as otherwise stated in this Paragraph 3.3, if the Eligible Employee chooses family coverage, if available, the effective date of a Covered Dependent's coverage is the effective date of the Eligible Employee's coverage. Any change in coverage selection (single or family) because of marriage, divorce, or death causing a change in enrollment status will be effective as specified in the Declarations.

Coverage of a newborn child of a Subscriber is effective on the child's date of birth. The Subscriber must notify Wyssta within 60 days of the birth of a child. Additional Premium will be required if the Subscriber is not enrolled for family coverage. When additional Premium is required, Premium will be charged from the first day of the month following the date of birth. If the Premium payment is not made, coverage for the newborn child will cease on the 61st day after birth unless within one year after birth the Subscriber pays Wyssta all past due Premium and 5.5% interest per year on any past due Premium.

If the Subscriber notifies Wyssta and pays the additional Premium, if any is required, within 60 days of an adoption or placement for adoption, the adopted child's coverage will be effective on the date of adoption, the date of a final order granting adoption, or the date the child is placed for adoption, whichever comes first.

An Eligible Employee who waived coverage for his/her Dependents because his/her Dependents were covered under other insurance may elect coverage for his/her Dependents to be effective on the first day of the month following the loss of such other coverage. The Eligible Employee must apply for such change in coverage within 30 days of the event causing the loss of the other coverage.

3.4 Enrollment

Eligible Employees must elect coverage during the initial eligibility period specified in the application for enrollment or during an Open Enrollment Period, if applicable, in order to receive Benefits. Persons not eligible during an Open Enrollment Period may be enrolled immediately upon attaining eligibility.

The Group agrees to complete and furnish to Wyssta on or prior to the first day of every month eligibility data in a format approved by Wyssta showing all Subscriber change information. Wyssta will be obligated to provide Benefits only to Eligible Employees and Dependents who are enrolled and are reported on the list of Subscribers submitted by the Group and for whom the appropriate Premium has been paid under Article IV of this Contract for the period for which Benefits are provided.

The Open Enrollment Period is the period of time in which Eligible Employees and Subscribers may elect or change coverage, if such period is offered to the Group in the Declarations. Except as otherwise stated in this Contract, if an Eligible Employee declined coverage for himself/herself, or family coverage if family coverage is available under this Contract, then election of coverage or a change to family coverage may only occur during the Open Enrollment Period. Any changes made will be effective on the renewal date of the Contract.

3.5 Termination of Subscriber and Covered Dependent Coverage

(a) Subject to any rights to continue coverage provided under Paragraph 3.6, enrollment under this Contract of any Subscriber or Covered Dependent may be terminated, or renewal of enrollment refused by Wyssta, under the following circumstances:

(i) The Contract is cancelled or not renewed under Article VII. If cancelled, coverage ends on the effective date of cancellation. If nonrenewed, coverage ends on the expiration date.

(ii) The date on which the Subscriber or Covered Dependent loses eligibility. Eligibility of employees shall terminate on the last day of the month in which full-time employment terminates. Dependents of an employee are eligible until the employee's eligibility terminates or until loss of Dependent status, whichever occurs first. Loss of Dependent status shall occur on the date on which the Dependent ceases to meet the requirements contained in Section 3.1 (b) herein.

(iii) Upon ten days' written notice if the Subscriber or Covered Dependent knowingly perpetrates or permits another person to make a material misrepresentation in obtaining Benefits under this Contract.

(iv) Termination of coverage of a Subscriber shall automatically terminate the coverage of any Dependent of that Subscriber on the same date that the Subscriber's coverage terminates.

(b) Upon termination of Subscriber or Covered Dependent coverage as indicated above, no further Benefits shall be provided under this Contract to a terminated Subscriber or Covered Dependent.

3.6 Continued Coverage

Under Title X of the Consolidated Omnibus Reconciliation Act of 1985 (COBRA), Subscribers and Covered Dependents in employer groups of more than 20 employees ("Qualified Beneficiaries") are permitted to elect continuation of coverage under this Contract upon the occurrence of any of the following "Qualifying Events":

(a) Subscriber:

(i) Termination of employment, voluntary or involuntary, except for reasons of gross misconduct; or

(ii) Reduction in hours to fewer than the minimum required to be an Eligible Employee under this Contract.

(b) Covered Dependents:

(i) If the Covered Dependent is the Subscriber's spouse:

(A) Death of Subscriber; or

(B) Termination of Subscriber's employment, except for reasons of gross misconduct; or

(C) Reduction of Subscriber's hours to fewer than the minimum required for eligibility for coverage under this Contract; or

(D) Divorce or legal separation from Subscriber; or

(E) Subscriber's Medicare entitlement.

(ii) If the Covered Dependent is the Subscriber's child:

(A) Child ceases to be a Dependent; or

(B) Death of Subscriber; or

(C) Termination of Subscriber's employment, except for reasons of gross misconduct; or

(D) Reduction in Subscriber's hours to less than the minimum required to be eligible as a Subscriber under this Contract; or

(E) Subscriber becomes entitled to Medicare; or

(F) Parents become divorced or legally separated.

The Group must provide notice to the Subscriber and to Covered Dependents, as applicable, of the right to elect COBRA continuation coverage.

A Covered Dependent whose coverage is terminated due to divorce, legal separation or cessation of eligibility for Dependent coverage must provide the Group notice of such event within 60 days of its occurrence.

An election of continuation coverage must be made within 60 days beginning on the later of the date of the Qualifying Event or the date the Subscriber receives notice of election rights. The COBRA election by a Subscriber or covered spouse is deemed an election by all others who would lose coverage as a result of the same Qualifying Event unless otherwise specified in the election or the Covered Beneficiary independently elects COBRA continuation coverage.

If election of COBRA continuation coverage is timely, the coverage begins on the date of the Qualifying Event and ends on the earlier of:

(a) Eighteen months after the Subscriber's employment termination or reduction in hours.

(b) Twenty-nine months after the Qualifying Event for

(i) a Qualified Beneficiary who is determined to be disabled under the Social Security Act at anytime during the first 60 days of COBRA coverage and who notifies the Group of such determination within the first 18 months of COBRA coverage; and for

(ii) any nondisabled Qualified Beneficiaries with respect to the same Qualifying Event.

(c) For Qualified Beneficiaries other than the Subscriber, 36 months after the date of the initial Qualifying Event for all other Qualifying Events.

(d) The date on which the Qualified Beneficiary receiving continuation in coverage fails to make a timely payment of Premium. Wyssta will not reinstate COBRA continuation coverage once terminated for nonpayment of Premium.

(e) The date on which the Group ceases to offer this Contract to any of its employees or members.

(f) The date on which coverage begins under another vision plan, as applicable. However, a person who has elected COBRA continuation coverage and whose new plan contains a pre-existing limitation clause can maintain COBRA continuation coverage until all pre-existing limitations under the new plan are satisfied.

(g) The date the Qualified Beneficiary becomes entitled to Medicare benefits.

The first Premium must be paid to the Group within 45 days of the election of COBRA continuation coverage. Future Premium payments must be paid by the first day of each month.

Under ERISA Section 602(3), premium for a Qualified Beneficiary will not exceed 102% of the single, family, or other applicable monthly Rate in effect for the group, except that the premium for a Qualified Beneficiary who becomes disabled during the first 60 days of COBRA coverage will be 150% of the single, family, or other applicable monthly Rate in effect for the group during months 19 through 29 of COBRA coverage.

ARTICLE IV
PREMIUMS; DEDUCTIBLES; INSURANCE; COVERAGE REQUIREMENTS

4.1 Premiums

(a) Premiums payable by the Group under this Contract are based on the number of Subscribers and the applicable Rate under each Benefit option at the time of initial enrollment and are adjusted monthly to reflect the current number of Subscribers. If the number of Subscribers reported by the Group for any month during the term is less than the number of Subscribers reported for the first month of the Contract Term by greater than 10%, or drops below the required minimum enrollment identified in the Declarations, Wyssta may adjust the Rate or terminate this Contract as provided in Paragraph 7.1(b).

(b) The Group agrees to pay Wyssta the Premium in full by the first day of the month for which coverage is in effect. The Contract provides a 31-day grace period. If Premiums are not paid on or before the date they are due, they must be paid during the 31-day period following that date. The Contract will terminate at the end of the grace period if the Premiums have not been paid. The Group is responsible for payment of Premiums for coverage provided during the grace period.

(c) In the event Wyssta is notified of any change to, or termination of, coverage of a Subscriber with respect to which the Group failed to provide prompt notice, Wyssta will refund or adjust Premium retroactively for a three-month period preceding the date of such notice, provided Wyssta has paid no claims during that three-month period. No adjustment will be made if Wyssta has paid claims after the change to or termination of coverage.

(d) The Group agrees to permit Wyssta, by its auditors or authorized representatives, on reasonable advance written notice, to inspect its records to verify the accuracy of lists of Eligible Employees and Dependents prepared by the Group and submitted to Wyssta.

4.2 Applicability of Other Discounts

Vision Benefits under this policy may not be combined with any non-insurance discount or promotional offering that may otherwise be applicable.

4.3 Applicability of Allowances

Vision Benefit Allowances during any policy period are available for application toward the cost of vision Benefits that is incurred during that policy period. Any Allowance balance remaining at the end of the policy period may not be carried forward to the next policy period.

ARTICLE V
GENERAL EXCLUSIONS

This Contract does NOT cover any of the following:

5.1 Any vision procedures, supplies, treatment or any other services provided or commenced prior to the effective date of the Subscriber's or Covered Dependent's coverage under the Contract.

5.2 Any vision procedures, supplies, treatment or any other services to treat injuries or conditions compensable under worker's compensation or employer's liability laws.

5.3 Charges for completion of forms.

5.4 Charges for consultation.

5.5 Any vision procedures, supplies, treatment or any other services excluded as provided in the Declarations.

5.6 Vision procedures not specifically covered under this Contract.

5.7 Orthoptic or vision training, subnormal vision aids, and any associated supplemental testing.

5.8 Aniseikonic lenses.

5.9 Medical and/or surgical treatment of the eye, eyes, or supporting structures.

5.10 Corrective eyewear required by an employer as a condition of employment, and safety eyewear unless specifically covered under this Contract.

5.11 Plano nonprescription lenses and nonprescription sunglasses.

5.12 Two pairs of glasses in lieu of bifocals (does not apply to Primary-Plus Plan members or Preferred-Plus Plan members).

5.13 Benefits combined with any discount, promotional offering or other group benefit plans.

5.14 Lost or broken materials.

ARTICLE VI
CLAIMS AND GRIEVANCE PROCEDURES

6.1 Prior Approval of Benefits

Your group vision plan does not require prior approval before vision services are provided. However a Subscriber or Covered Dependent, or the Subscriber's or Covered Dependent's Vision Provider, may request a predetermination of Benefits to obtain advance information on coverage under the Group's plan before services are rendered. Payment, however, is limited to the Benefits that are covered under the Group's plan and is subject to any applicable deductibles, copayments, coinsurance, waiting periods, and annual lifetime benefit maximums.

6.2 How to Contest a Claim Denial

(a) Urgent Care Situations:

(i) Method of Notification. Notice of an Urgent Care Grievance will be accepted by Wyssta if made by a Subscriber or Covered Dependent, or that person's representative, by telephone or in writing directed to:

Wyssta Insurance Company, Inc.
2801 Hoover Road, P.O. Box 85
Stevens Point, WI 54481-0085
800-838-4875

(ii) Resolution Process. If the Urgent Care Grievance cannot be resolved through informal discussions, consultations or conferences during the first 48 hours after Wyssta's receipt of the Urgent Care Grievance, the Subscriber, Covered Dependent, or a designated representative may appear before Wyssta's Grievance Committee to present written or oral information with the right to ask questions before the Grievance Committee.

(iii) Time Limitation for Resolution. An Urgent Care Grievance will be resolved, whether informally or by the Grievance Committee, within 72 hours of its receipt by Wyssta.

(b) All Other Grievance Situations Not Including Urgent Care:

(i) Denial of a Claim for Benefits.

If a Subscriber or Covered Dependent makes a claim for Benefits under the Group's vision plan and the claim is denied in whole or in part, the Subscriber or the Covered Dependent, or his/her service provider, will receive written notification within 30 days after Wyssta receives the claim, unless special circumstances require an extension of time for processing. The claims decision will be sent on a form entitled "Explanation of Benefits."

If additional time is necessary for processing a claim for Benefits, Wyssta will notify the Subscriber or the Covered Dependent and his/her service provider of the extension and the reason it is necessary within the initial 30-day period. If an extension is needed because either the Subscriber or Covered Dependent or his/her service provider did not submit information necessary to make a Benefits determination, the notice of extension will describe the required information. The Subscriber or Covered Dependent, or his/her service provider, will have 45 days from receipt of the notice to provide the specified information.

(ii) Appealing a Claim Denial.

If the Subscriber or Covered Dependent has questions about the denial of his/her claim for Benefits, he/she should contact EyeMed Vision Care, LLC at 866-723-0513**.** Because most questions about Benefits can be answered informally, Wyssta encourages Subscribers and Covered Dependents to first try resolving any problem by talking with EyeMed. However, Subscribers and Covered Dependent(s) have the right to file an appeal requesting that Wyssta formally review the Benefits determination.

To file a Grievance or to appeal a Benefits determination, contact Wyssta's Benefit Services Department at **888-838-4875**, or mail your request to:

Wyssta Insurance Company, Inc.
P.O. Box 85
Stevens Point, WI 54481-0085

The Subscriber or Covered Dependent should provide the reasons why he/she disagrees with Wyssta's Benefits determination and include any documentation he/she believes supports his/her claim. He/she should

include the Subscriber's name, the Covered Dependent's name if applicable, and the Subscriber's member number on all supporting documents.

(iii) Resolution Procedure.

Wyssta will acknowledge the Grievance or Benefits determination appeal within five days of its receipt by Wyssta. Wyssta will attempt to resolve the Grievance or Benefits determination appeal through informal discussions, consultations or conferences. In the event that the Grievance or appeal remains unresolved, the Subscriber or Covered Dependent, or his/her representative, has the right to appear before Wyssta's Grievance Committee to present written or oral information and to question the Grievance Committee. The Committee shall advise the Subscriber, Covered Dependent, or his/her representative, of the time and place of the meeting at least seven calendar days before the meeting.

If the Subscriber or Covered Dependent does not exhaust the appeal procedures described above, and if he/she files a lawsuit against the Group's plan and/or Wyssta, as applicable, seeking payment of Benefits, the court may not permit the Subscriber or Covered Dependent to go forward with his/her lawsuit because he/she failed to utilize Wyssta's grievance/claims appeal procedures. No legal action can be brought against Wyssta later than three years after the date of the Grievance Committee's final decision on the review of the Benefits determination.

(iv) Time Limitations for Resolution.

Wyssta will attempt to resolve all Grievances and Benefit determination appeals within 30 calendar days after receipt by Wyssta. Wyssta will inform the Subscriber or Covered Dependent of its decision in writing. If the appeal is denied in whole or in part, the notice will include the following information:

(A) The specific reason(s) for the denial of the appeal;

(B) The reference to the specific Contract provision(s) on which the denial is based;

(C) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to the claimant's claim;

(D) A statement describing any voluntary appeal procedures offered by Wyssta and the claimant's right to obtain information about such procedures; and a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA;

(E) If an internal processing policy or other similar criterion was relied upon in the denial of the appeal, the notice of such denial also will include either the specific processing policy or a statement that such processing policy was relied upon in denying the appeal and that a copy of that processing policy will be provided free of charge to the claimant upon request;

(F) If the denial of the appeal was based on necessity, experimental treatment or similar exclusion or limit, the notice of such denial also will include an explanation of the scientific or clinical judgment for the determination, applying the terms of the Contract to the claimant's circumstances, or a statement that such explanation will be provided free of charge upon request; and

If the Grievance or Benefit determination appeal cannot be resolved within 30 days from receipt by Wyssta, Wyssta will notify the Subscriber, Covered Dependent, or his/her representative, in writing that it intends to extend the period of time for resolution an additional 30 days. The notification will state when resolution may be expected and the reasons for the additional time needed.

All Grievances and Benefit Determination appeals will be resolved within 60 days from date of receipt by Wyssta.

Wyssta's Grievance Committee shall consist of four persons: a consultant chosen by Wyssta, a representative of Wyssta management, Wyssta's claim administrator, and a Subscriber in a Wyssta plan who is not a Wyssta employee.

The Subscriber or Covered Dependent may resolve any grievance through Wyssta's Grievance procedure outlined above.

ARTICLE VII
TERM; TERMINATION; NONRENEWAL

7.1 Term

This Contract shall remain in force for the term stated in the Declarations as long as the Premium is paid on a timely basis unless terminated sooner as specified in Paragraph 7.2. This Contract will renew continuously and automatically on the anniversary date of the effective date of this Contract unless the Group requests nonrenewal.

7.2 Cancellation

(a) The Group may cancel this Contract by giving Wyssta 30 days' notice in writing.

(b) Wyssta may cancel the Contract by giving Group ten days' notice in writing upon the occurrence of any one or more of the following events:

(i) The Group fails to make a required Premium payment within the 31-day grace period.

(ii) For substantial breach of contract if the Group fails to furnish Wyssta with accurate enrollment data pursuant to Paragraph 3.4 of this Contract.

(iii) For substantial breach of contract if the Group permits enrollment which is contrary to specifications in the Declarations, or the initial group application.

(iv) For substantial change in the risk assumed if the Group changes the amount of Subscriber contribution or the conditions under which Benefits are offered, including but not limited to flexible benefit plans, flexible spending accounts, cafeteria plans, and the introduction of other plans from which the Subscribers may choose.

(v) For misrepresentation if the information relied upon in the application was inaccurately represented and would have caused the Group to be unacceptable to Wyssta at the time the Contract was issued.

(c) Wyssta may cancel the Contract upon giving the Group 30 days' written notice in the event of any of the following:

(i) For substantial breach of contract if the Group refuses to allow Wyssta (by its auditors or other authorized representatives) to inspect its records in order to verify the accuracy of the Subscriber and Covered Dependent list.

(ii) The Group is no longer engaged in the type of business Wyssta agreed to insure.

7.3 Nonrenewal

Should Wyssta exercise its right to nonrenew this Contract, it will give the Group notice of such nonrenewal at least 60 days prior to the expiration date. Nonrenewal may occur if the Group allows enrollment to fall below the amount specified in Item 2 of the Declarations.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Limitation of Liability

(a) Nothing herein contained shall interfere with the professional relationship between the Subscriber or Covered Dependent and a provider. In no instance shall Wyssta be liable for conduct, including but not limited to, tortious conduct,

negligence or the wrongful acts or omissions of any provider or other professional practitioner or their agents or employees, in the provision or receipt of health care.

(b) No agent has authority to change this Contract or waive any of its provisions.

(c) The Group understands and acknowledges that no insurer can guarantee one hundred percent accuracy and that errors will occur from time to time. If a clerical error or other administrative mistake occurs, that error will not deprive Subscribers or Covered Dependents of coverage under the policy that they otherwise would have had and it will not create coverage for Subscribers or Covered Dependents that does not otherwise exist under the policy.

8.2 Rights of Subscribers and Covered Dependents

The rights of each Subscriber to receive Benefits are outlined in the Declarations attached to this Contract. Nothing contained herein shall limit the right of Wyssta and the Group, which right is hereby expressly reserved, to amend or terminate this Contract, or to modify the appendixes hereto on a prospective basis from time to time, and any such amendment, termination and/or modification shall automatically be effective as against the Subscribers and Covered Dependents without notice to or consent of any Subscriber or Covered Dependent.

8.3 Entire Agreement

This Contract constitutes the entire agreement between Wyssta and the Group and may not be altered or amended except in writing, provided that specific Benefits and coverage options specified in the Declarations and insuring agreement endorsement may be modified upon agreement of both parties and will be effective not less than 60 days after Wyssta delivers updated Declarations to the Group, except as otherwise required by law.

8.4 Endorsements

Nothing contained in any endorsement to the Contract shall affect any of the conditions, provisions, or limitations of the Contract, except as expressly provided in the endorsement. This Contract shall govern over any conflicting information provided by the Group to its employees and Subscribers.

8.5 Advertising and Promotion Control

Wyssta reserves the right to control the use of its name and all symbols, trademarks and service marks presently existing, or hereinafter established, with respect to it or to any Wyssta Benefit option. The Group agrees that it will not use such name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without prior written consent of Wyssta and will cease any and all usage immediately upon Wyssta's request or upon termination of this Contract.

8.6 Notices

Any request for change to any of the provisions of this Contract shall be in writing except as otherwise specifically provided herein. Such request is considered to be delivered when delivery is in person or when sent by registered or certified United States mail return receipt requested, proper postage prepaid, and properly addressed to:

Wyssta Insurance Company, Inc.
c/o President
P.O. Box 85
Stevens Point, WI 54481-0085

8.7 Assignment

Neither party shall have the right to assign or otherwise transfer its rights or obligations under this Contract except with the prior written consent of the other; provided, however, that a successor in interest by merger, operation of law, assignment, purchase, or otherwise of the entire business of a party hereto shall acquire all interests of such party hereunder.

8.8 Legal Action

No suit at law or in equity shall be brought to recover upon any cause of action arising out of or relating to this Contract, or to Benefits provided hereunder, without exhausting Grievance procedures established by Wyssta, nor after the expiration of three years from the event upon which any such cause of action is based.

8.9 Governing Law

This Contract is delivered in the State of Wisconsin and is governed and construed under and pursuant to its laws.

8.10 Nonwaiver and Severability

No delay or failure by Wyssta to exercise any remedy or right accruing to it hereunder shall impair any such remedy or right or be construed to be a waiver of any such remedy or right, nor shall it affect any subsequent remedies or rights that Wyssta may have hereunder, whether or not the circumstances are the same.

The unenforceability or invalidity of any provision of this Contract as to any person or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other person or circumstances, and in all other respects it and the remainder of this Contract shall remain valid and enforceable.

8.11 Rules and Regulations

Wyssta may, from time to time, establish such guidelines and processing policies as are reasonably necessary or appropriate to administer the Benefits provided under this Contract, and the Group agrees to be bound by any such rules and regulations.

8.12 Oral Statements

No oral statements of any person shall modify or otherwise affect the Benefits, limitations, conditions and exclusions of this Contract, convey or void any coverage, increase or reduce Benefits under the Contract, including the Certificate and the Schedule of Benefits, or be used in the prosecution or defense of a claim under this Contract.

8.13 Subrogation

If Benefits are paid on a Subscriber's or Covered Dependent's behalf under this Contract, Wyssta is entitled to all rights of recovery the Subscriber or Covered Dependent may have against any person or organization for the recovery of those Benefits to the extent of Wyssta's payment. Wyssta can only subrogate if the Subscriber or Covered Dependent is made whole for damages (is fully compensated for all damages, including any award for loss of employment, pain and suffering, taking into consideration the Subscriber's or Covered Dependent's comparative negligence). The Subscriber or Covered Dependent must sign and deliver to Wyssta any legal papers relating to that recovery, help exercise these rights of recovery and do nothing to harm these rights. If the Subscriber or Covered Dependent is made whole for all damages from another person or organization for Benefits paid or provided under this Contract, the Subscriber or Covered Dependent must repay Wyssta to the extent of Benefits paid or provided under this Contract.