

QBE A&H
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March 15, 2018

Rae Anne Beaudry
The Horton Group., HCSC Benefit Division
N19 W 24101 N. Riverwood Drive
Waukesha, WI 53188

Dear Rae Anne,

Re: Policy Issuance
Policyholder: City of La Crosse, 01/01/2018
Policy Number: LGS00537-18

Thank you for your cooperation in sending the documentation necessary for policy issuance.

Please note that claims cannot be processed for reimbursement until we have received, reviewed and accepted the signed Master Plan Document. Refer to the important notice attached to this Policy.

We are pleased to include the following documents:

1. One copy of the QBE Insurance Corporation Excess Loss Insurance Policy
2. One copy of the following:
 - Fully executed Schedule of Insurance, accepted by QBE Insurance Corporation
 - Experimental or Investigational Endorsement
 - IRO Endorsement
 - Wisconsin Endorsement
 - Fully executed Application

If we can be of further assistance with this group, please do not hesitate to contact either your underwriter or myself.

Regards,

Kaitlyn Golebiewski
Policy & Compliance Analyst
QBE A&H

Cc: Jon Tolzin, Regional Vice President



Important Notice

Missing Plan Document

This contract is being issued without receipt and review of the Master Plan Document ('MPD'). The MPD must contain the Plan's Schedule of Benefits, limitations, exclusions, eligibility requirements, rights of appeal, definitions, preferably the ERISA rights statement and a signature acceptance page by the Insured.

Upon receipt of the MPD, we will verify that the schedules set forth in the plan correlate with the information upon which we quoted our rates. If there is a variance in benefits which would have affected the rates, deductibles, terms or conditions for coverage, QBE has the right to revise the rates, deductibles, terms, conditions, rescind, or terminate the Policy as of the Effective Date of the Policy by providing written notice to the Insured.

QBE IS PROHIBITED FROM CONSIDERING ANY CLAIM FOR REIMBURSEMENT PRIOR TO RECEIPT AND ACCEPTANCE OF THE SIGNED MASTER PLAN DOCUMENT.



QBE INSURANCE CORPORATION
Administrative Address:
55 Water Street
New York, NY 10041

STOP LOSS
QBSL – 0104 (07-02)

EXCESS LOSS INSURANCE POLICY
Non – Participating

PLEASE READ CAREFULLY

Policyholder Name: City of La Crosse

Principal Address: 400 La Crosse Street, La Crosse, WI 54601

Policy Number: LGS00537-18

Effective Date: 01/01/2018

Expiration Date: 12/31/2018

YOUR Designated Third-Party Administrator: Benefit Plan Administrators of Eau Claire, Inc.

This Policy is issued in consideration of YOUR Application and the payment of premiums. The attached Application and a copy of YOUR Employee Welfare Benefit Plan on file with US form a part of this Policy.

All periods of coverage will begin and end at 12:01a.m. Standard Time at YOUR Principal Address.

This Policy is governed by the laws of the state of YOUR Principal Address except to the extent which is pre-empted by ERISA.

This Policy is issued by US or OUR Underwriting Offices as of the Effective Date.

Notice: This Policy is non-renewable.

In Witness Whereof, the Company has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Jose Ramon Gonzalez, Jr.
Secretary

Russell Johnston
President



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SECTION I DEFINITIONS

Actively at Work means that an employee is performing the ordinary duties of his or her job and is not confined to a hospital or other health care facility, or as defined by the Plan Document, or absent from the workplace because of any illness or accident. Ordinarily, scheduled vacation time is considered to be Actively at Work.

Aggregate Reimbursement Percentage means the percentage at which Eligible Expenses, in excess of YOUR Annual Aggregate Attachment Point, will be reimbursed by US.

Aggregating Specific Deductible means the amount retained and Paid by YOU during the Policy Period for Plan Benefits, which are in excess of the Specific Attachment Point, equal to Plan Benefits in excess of the Specific Attachment Point multiplied by the Specific Reimbursement Percentage.

Annual Aggregate Attachment Point means, for the Policy Period or any portion of the Policy Period, the Plan Benefits covered by this Policy and wholly retained by YOU. It is not considered for reimbursement under this Policy, and is the greater of:

1. the sum of Monthly Aggregate Factor amounts for each month of the Policy Period, determined by multiplying the total number of Covered Units by the Monthly Aggregate Factor amounts; or
2. the Minimum Annual Aggregate Attachment Point shown in the Schedule.

The maximum per Covered Person which may be applied annually to the Annual Aggregate Attachment Point, (i.e. Individual Claim Limit) is shown in the Schedule.

Application means that Excess Loss Insurance Application signed by YOU and attached to this Policy. The Application is subject to acceptance by US and, if accepted, will become a part of this Policy.

Benefit Period means the period of time during which Eligible Expenses must be Incurred by a Covered Person and Paid by YOU to be eligible for reimbursement under this Policy. This period does not alter the Policy Effective Date or Policy Period. It does not waive this Policy's eligibility requirements.

COBRA Continuee means a Covered Unit that elects to extend its group health coverage under the Plan as entitled under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

Company (WE, US, OUR) means QBE Insurance Corporation.

Covered Family means an employee and his or her dependents covered under the Plan.

Covered Person means an individual covered under the Plan.

Covered Unit means an employee, and employee with dependents, or such other defined unit as agreed upon between YOU and US, as shown in the Application.

Disabled Persons are those persons who are or become unable to perform the same lifestyles functions as a person of similar age and sex who is in good health.

Eligible Expenses means the eligible charges payable under YOUR Plan and for which the Covered Person is liable to pay. It does not include expenses specifically excluded or limited by this Policy, YOUR Application for this Policy, or any Endorsements.

Endorsement means a written amendment or addendum that alters the terms of this Policy.



Experimental or Investigational means medical services, supplies or treatments provided or performed in a special setting for research purposes, under a treatment protocol or as part of a clinical trial (Phase I, II or III). The covered service will also be considered Experimental/Investigational if the Covered Person is required to sign a consent form which indicates the proposed treatment or procedure is part of a scientific study or medical research to determine its effectiveness or safety. Medical treatment, which is not considered standard treatment by the majority of the medical community or by Medicare, Medicaid or any other government financed programs or the National Cancer Institute regarding malignancies, will be considered Experimental/Investigational. Treatment is also considered Experimental/Investigational if such treatment has not been granted, at the time services were rendered, any required approval by a federal or state governmental agency, including without limitation, the Federal Department of Health and Human Services, Food and Drug Administration (FDA), or any other comparable state governmental agency, and the Federal Health Care Finance Administration as approved for reimbursement under Medicare Title XVIII. A drug, device or biological product is considered Experimental/Investigational if it does not have FDA approval or it has FDA approval only under an interim step in the FDA process, i.e., an investigational device exemption or an investigational new drug exemption.

Incurred means:

1. with respect to medical services or supplies, the date on which the services are rendered or supplies are received by the Covered Person; and
2. with respect to disability income benefits, the date each periodic benefit payment becomes payable to the Covered Person (not the date the disability commences).

Individual Claim Limit means the maximum amount of Payments for Eligible Expenses that will be counted for any one Covered Person under Aggregate Excess Loss. The Individual Claim Limit is shown in the Schedule.

Late Entrant means a Covered Person whose coverage under the Plan was initiated at any time other than during an authorized enrollment period as allowed under the Plan.

Large Claim (LC) means Paid or pending claims reaching, or with the potential to reach, 50% of the Specific Attachment Point or PCL.

Minimum Annual Aggregate Attachment Point means the lowest amount of total Payments YOU must make under YOUR Plan before YOU are eligible for reimbursement under Aggregate Excess Loss coverage. The Minimum Annual Aggregate Attachment Point is shown in the Schedule.

Monthly Aggregate Factor means the factor(s) which is/are multiplied by the number of Covered Units for each Policy Month to determine the Annual Aggregate Attachment Point. The Monthly Aggregate Factor(s) is/are shown in the Schedule.

Paid (Payment) means that a claim has been adjudicated by the TPA and the funds are actually disbursed by the Plan prior to the end of the Benefit Period. Payment of a claim is the unconditional and direct payment of a claim to a Covered Person or their health care provider(s). Payment will be deemed made on the date that both:

1. the payor directly tenders payment by mailing (or by other form of delivery) a draft or check; and
2. the account upon which the payment is drawn contains, and continues to contain, sufficient funds to permit the check or draft to be honored by the institution upon which is drawn.

Plan (Employee Welfare Benefit Plan) means the self-insured health care plan YOU have agreed to make available to YOUR employees and their eligible dependents.

Plan Benefits means the health benefits covered by the Plan during the Policy Period which are:

1. Incurred on or after the Effective Date of this Policy; and
2. Incurred while this Policy is in force; and
3. Incurred and Paid during the Policy Period.



Plan Benefits will also include those health benefits covered by the Plan during the Policy Period which are Paid during any Run-Out Period or Incurred during any Run-In Period applicable to this Policy.

Plan Benefits do not include:

1. deductibles of the Plan;
2. co-insurance or co-payment amounts of the Plan;
3. expenses that are not covered by the Plan or this Policy;
4. amounts recoverable from any other source; or
5. amounts Paid under a previous policy or arrangement or excess loss coverage, whether issued by US or another entity.

Plan Document means the written instrument which describes the Plan and names the fiduciaries or trustees who jointly and separately have authority to control and manage the operations and administration of the Plan. The Plan Document must be in effect on the Effective Date of this Policy. The Plan Document shall be attached to and made a part of this Policy. Any changes to the Plan Document must be approved by US. (See the "Changes to YOUR Plan provision.")

Policy means this Excess Loss Policy issued by US to YOU.

Policy Month means, for the first Policy Month, the period beginning on the Effective Date of this Policy and ending on the corresponding date of the following month. Subsequent Policy Months begin on the corresponding date of each calendar month and continue until the corresponding date of the next month to the Policy Expiration Date.

Policy Period means the time period beginning on the Effective Date and ending on the Expiration Date.

Policyholder (Plan Sponsor, YOU or YOUR) means the Plan Sponsor, named on the face page, to whom this Policy is issued.

Potentially Catastrophic Loss (PCL) means a Paid or pending claim that has the potential to be catastrophic. PCL's include, but are not limited to the conditions listed in Exhibit I.

Premium Due Date is the first day of each calendar month. If the Effective Date of this Policy is other than the first day of a calendar month, the first month's premium will be pro-rated.

Run-In-Limit means the maximum benefit amount Paid by YOU under YOUR Plan for Eligible Expenses Incurred by a Covered Person during the Run-In-Period which will be applied toward payment under this Policy.

Run-In-Period means the period of time shown in the Schedule immediately prior to the first day of a Policy Period during which Eligible Expenses Incurred by a Covered Person, which are Paid by YOU during the Policy Period, will be considered when determining benefit payments under this Policy.

Run-Out-Period means the period of time shown in the Schedule immediately following this Policy's Expiration Date during which Plan Benefits Paid by YOU for Eligible Expenses Incurred by a Covered Person during the Policy Period will be considered when determining benefit payments under this Policy.

Schedule means the Schedule of Excess Loss Insurance.

Specific Attachment Point means the amount which is retained and Paid by YOU during the Policy Period. It is not considered for reimbursement under this Policy. The Specific Attachment Point applies separately to each Covered Person. The Specific Attachment Point is shown in the Schedule.



Specific Lifetime Maximum Reimbursement means the maximum amount WE will reimburse YOU with respect to any Covered Person under this and prior or later Policies issued by US. The Lifetime Maximum excludes the Specific Attachment Point amount. The Lifetime Maximum will not exceed the lesser of:

1. the amount shown in the Schedule; or
2. the lifetime amount set forth in the Plan.

Specific Reimbursement Percentage means the percentage at which Eligible Expenses, in excess of YOUR Specific Attachment Point, will be reimbursed by US.

Third Party Administrator (TPA) means a firm having a written agreement with YOU to process Plan Benefits and provide administrative services.

The term Third Party Administrator, as used in this Policy, does not refer to the Plan Administrator used in the Employee Retirement Income Security Act (ERISA) of 1974, as amended, unless YOU have specifically appointed the Third Party Administrator as such.

Usual and Customary Charges means the common charge for the same or comparable service or supply in the geographic area in which the service or supply is furnished. Usual and Customary Charges are determined based upon:

1. the amount of resources expended to deliver the treatment;
2. the complexity of the treatment rendered; and
3. charging protocols and billing practices generally accepted by the medical community.

SECTION II SPECIFIC EXCESS LOSS COVERAGE

WE will reimburse YOU for Plan Benefits Paid in excess of the Specific Attachment Point, not to exceed the Specific Lifetime Maximum amount shown in the Schedule.

WE will reimburse YOU after YOU have provided an acceptable proof of loss and satisfactory proof of Paid Plan Benefits.

The Specific Excess Loss benefit applies to a Policy Period or fraction thereof (due to termination). As determined with regard to each Covered Person, it is the lesser of:

1. the Specific Lifetime Maximum; or
2. eligible Plan Benefit Payments made with regard to a Covered Person, less the Specific Attachment Point, the result of which is then multiplied by the Specific Reimbursement Percentage.

In addition, the Specific Excess Loss Benefits Payable under this Policy will be reduced by the Aggregating Specific Deductible.

If, for any reason, YOUR Specific Excess Loss coverage terminates before the end of the Policy Period:

1. all coverages under this Policy will end immediately;
2. the Run-Out Period, if any, will not apply; and
3. the Specific Attachment Point shown in the Schedule will continue to apply and it will not be reduced.

SECTION III AGGREGATE EXCESS LOSS COVERAGE

The Aggregate Excess Loss benefit for the Policy Period, or fraction thereof (due to termination), is the Plan Benefit Payments made for Eligible Expenses during the Policy Period less;



1. the greater of the Minimum Annual Aggregate Attachment Point or the calculated Annual Aggregate Attachment Point; and less
2. the Specific Excess Loss benefits which have been or will be reimbursed by US under the Specific Excess Loss coverage except those contained in Special Limitations as identified in the Application; and less
3. any Payments which exceed any limitations of coverage under this Policy or which are excluded under this Policy; multiplied by
4. the Aggregate Reimbursement Percentage.

In no event will the Aggregate Excess Loss benefit exceed the Maximum Aggregate Reimbursement specified under Aggregate Excess Loss Coverage in the Schedule.

If for any reason, YOUR Aggregate Excess Loss coverage terminates before the end of the Policy Period:

1. all coverage under this Policy will end immediately;
2. the Run-Out Period, if any, will not apply; and
3. the Minimum Annual Aggregate Attachment Point shown in the Schedule will continue to apply and will not be reduced.

SECTION IV **REIMBURSEMENT OF ADDITIONAL COVERAGES**

Plan Benefits which YOU have Paid under YOUR prescription drug plan, vision plan, or dental plan will be considered for reimbursement under Specific Excess Loss coverage only if shown as included on the Schedule.

Plan Benefits which YOU have Paid under YOUR prescription drug plan, vision plan, dental plan, and/or weekly disability income plan will be considered for reimbursement under Aggregate Excess Loss coverage only if shown as included on the Schedule. The most WE will reimburse YOU for Plan Benefits YOU Pay under YOUR weekly disability income plan, if included for reimbursement, is shown in the Schedule.

SECTION V **LIMITATIONS**

Actively at Work Status and Disabled Persons

WE will not reimburse expenses Incurred by individuals who, on the latter of the Effective Date of their coverage under YOUR Plan or the Effective Date of this Policy:

1. are not Actively at Work, unless the Actively at Work requirement has been waived as indicated in the Schedule; or
2. are Disabled Persons, unless disclosed and accepted by US.
3. are excluded by name by way of an attachment to the Application or by Endorsement; or
4. are Late Entrants not accepted by US.

Disabled Persons

Expenses Incurred will not be eligible to satisfy the Specific Attachment Point or the Annual Aggregate Attachment Point until the day next following the date:

1. the Covered Person, with respect to an employee, returns to work on a full-time basis as defined in YOUR Plan; or
2. the Covered Person is no longer considered a Disabled Person; or
3. the Covered Person meets the eligibility requirements of YOUR Plan.



This limitation only applies to Covered Persons whose coverage under YOUR Plan is effective on or after the Effective Date of this Policy.

Disclosure

WE have relied upon the information provided by YOU and YOUR TPA in the issuance of this Policy. Should subsequent information become known which, if known prior to issuance of this Policy, would affect the premium rates, factors, terms or conditions for coverage thereunder, WE will have the right to revise the premium rates, factors, terms or conditions as of the Effective Date, by providing written notice to YOU. Any fraudulent statement will render this Policy null and void and claims, if any, will be forfeited.

Retired Employees

WE will reimburse Paid Plan Benefits for Retired Employees and their dependents, who are eligible under the Plan only if such persons are indicated as included in the Schedule.

COBRA Continuees

With respect to those persons qualifying as COBRA Continuees, and continuing coverage under YOUR Plan as such, prior to, on or after the Effective Date of this Policy, WE will reimburse Paid Plan Benefits for such individuals only if YOU make timely notification to such individuals of their rights to COBRA continuation coverage.

Drug or Alcohol Abuse

If YOUR Plan covers treatment of drug or alcohol abuse, Plan Benefits reimbursable under this Policy for such treatment will be limited to the amount stated in the Schedule.

Medicare Benefits

With respect to Covered Persons who are eligible for coverage under Medicare, any benefit reimbursable to YOU under this Policy shall be reduced by the amount of any similar Medicare benefit paid or reimbursable so that the total reimbursements hereunder with respect to a Covered Person or his or her dependents shall not exceed 100% of such person's actual expenses otherwise reimbursable under this Policy.

Liability for Reimbursement

WE shall not be liable under this Policy to directly reimburse any Covered Person or provider of professional or medical services for any benefits that YOU have agreed to provide under the terms of the Plan. OUR sole liability is to YOU, in accordance with the terms of this Policy. YOU may not assign any Excess Loss benefits to Covered Persons or providers of services.

**SECTION VI
EXCLUSIONS**

WE will not reimburse YOU for any loss or expense caused by or resulting from:

1. expenses Incurred while the Plan is not in force with respect to the Covered Person, or for a person not covered under the Plan;
2. expenses covered by Plan changes made prior to OUR written approval of such changes;
3. expenses which result from any prescription care service, mail order prescription plan or any pre-paid prescription drug plan, dental, vision, or weekly disability income benefits, unless specifically included on the Schedule and approved by US.
4. liability or obligations assumed by YOU under any contract or service agreement other than the Plan;
5. expenses for services or supplies which are in violation of any law;
6. expenses for services or supplies billed above the Usual and Customary Charges for the area where provided or which are greater than the Plan benefit;
7. expenses resulting from or caused by war, whether declared or undeclared, civil war, invasion, hostilities, riot or resistance to armed aggression;



8. expenses for an injury or sickness arising out of, or in the course of an employment for wage or profit and for which the Covered Person is entitled to benefits under any Workers' Compensation or occupational disease law, whether or not the Covered person has applied for such benefits.
9. cost of the administration of claims, including cost of investigation, payments, or other service(s) provided by YOUR TPA, consulting fees and/or expenses of any litigation;
10. expenses from an act while committing a felony;
11. any amount used to satisfy deductibles or coinsurance amounts under the Plan;
12. expenses or costs resulting from noncontractual damages, court costs and legal fees, including but not limited to compensatory, exemplary and punitive damages, fines or statutory penalties;
13. medical expenses in connection with Experimental or Investigational surgery or treatment as defined in this Policy.
14. Payments recoverable through YOUR Plan's Coordination of Benefits or similar provision;
15. expenses Incurred by an employee or dependent of an employee of any affiliated or subsidiary company not included in the Application, unless added by Endorsement;
16. legal expenses and fees including legal expenses and fees Incurred on behalf of any Covered Person in obtaining medical treatment or expenses Incurred in connection with a judgment or settlement arising out of YOUR negligence in providing, arranging, or failing to provide or arrange a benefit to a Covered Person;
17. Payments YOU make under YOUR Plan for services and supplies which are not included in YOUR Plan or which are outside the requirements of YOUR Plan Document or this Policy;
18. expenses Incurred after the Expiration Date;
19. in the event this Policy is terminated before the Expiration Date, expenses Incurred after the date of such termination;
20. expenses Incurred by any COBRA Continuee whose COBRA continuation coverage was not offered in a timely manner;
21. YOUR TPA's failure to provide timely Payment to providers which results in non-receipt of any discounted fees for services or supplies. WE will reimburse only for the amount of the discounted amount had timely Payment been made by YOUR TPA.

SECTION VII PREMIUMS AND FACTORS

Payments of Premiums

No coverage under this Policy will be in effect until the first premium is paid. For coverage to remain in effect, each subsequent premium must be paid on or before the Premium Due Date. YOU are responsible for the payment of premiums. Payment of the premium to YOUR TPA does not constitute payment of the premium to US. Premium is not considered paid until the premium check is received at OUR Underwriting Office and sufficient funds are transferred from YOUR account into OUR account.

Upon termination of this Policy, or coverage hereunder, if the earned premium exceeds the premium paid, YOU will pay the excess to US; if less, WE will return to YOU the unearned portion of premium paid, subject to the minimum premium, if any, shown in the Schedule.

Grace Period

A Grace Period of 31 days from the due date will be allowed for the payment of each premium after the first premium payment. During the Grace Period, the coverage will remain in effect, provided the premium is paid before the end of the Grace Period. If YOU do not pay the premium during the Grace Period, this Policy will terminate without further notice, retroactive to the date for which premiums were last paid.

Changes in Premium Rates or Factors

WE may change YOUR premium rates and/or Monthly Aggregate Excess Loss Factors on any of the following dates:

1. The date when the terms of this Policy are changed.
2. The date YOU add or delete subsidiary or affiliated companies or divisions with OUR approval.



3. The date YOU change YOUR Plan with OUR written approval.
4. The date there is a change in the geographical area in which YOU are located.
5. The date there is a change in the nature of business in which YOU are engaged.

WE reserve the right to recalculate the premium rates and/or the Monthly Aggregate Excess Loss Factors retroactively for the Policy Period, if there is more than 10% variance between:

1. the number of Covered Units on any Premium Due Date; and
2. the number of Covered Units on the Policy Effective Date.

Otherwise, WE will not change YOUR premium rates or Monthly Aggregate Excess Loss Factors during the Policy Period.

SECTION VIII TERMINATION

This Policy and all coverage hereunder will end upon the earliest of the following:

1. At the end of any period for which the premium is paid, if the subsequent premium is not paid as provided in the Grace Period provision.
2. On the date YOU tell US YOU want to cancel this Policy, provided YOU have given US at least 31 days advance written notice. If YOU cancel within 30 days after the Effective Date, YOU may ask for a full refund of the premium. If YOU do so, this Policy will terminate on the Effective Date. If YOU cancel this Policy at a later date, WE may keep the premium earned to the date of termination.
3. The Expiration Date of this Policy.
4. On the Effective Date, if, within 60 days after the Effective Date:
 - a. YOU fail to provide US any information or materials requested by US; or
 - b. YOU fail to comply with any condition imposed by US when this Policy is issued.If so, WE will return the premium paid by YOU, less the amount of any reimbursements WE made to YOU before the time this Policy was terminated. If the amount reimbursed to YOU exceeds the premium paid to US, YOU will pay US the difference.
5. The date the Plan terminates.
6. The date the administrative agreement between YOU and YOUR TPA terminates, unless WE consent in writing to YOUR naming of a new TPA.
7. The last day of the third consecutive month during which YOU fail to maintain the Minimum Plan Enrollment as stated in the Schedule, unless WE agree in writing to continue coverage;
8. The date YOU:
 - a. Suspend active business operations; or
 - b. are placed in bankruptcy or receivership, or
 - c. dissolve.
9. Any date on which YOU do not pay claims or make funds available to pay claims as required by the Plan.

Concealment or Fraud

This entire Policy will be void:

1. if, before or after a claim or loss, YOU or YOUR TPA have concealed or misrepresented any material fact or circumstance concerning this Policy, including any claim; (This includes failure to provide the required disclosure of health history of Disabled Persons, Large Claims or Potentially Catastrophic Losses.) or
2. in any case of fraud by YOU or YOUR TPA relating to this coverage.



SECTION IX REINSTATEMENT

WE may, at OUR option, approve YOUR request to reinstate this Policy. YOU shall submit to US any forms and data WE may require, including YOUR representation as to losses Incurred or Paid as of the date of YOUR request for reinstatement. If this Policy is reinstated, YOU shall pay to US the premiums due from the date this Policy terminated.

SECTION X CLAIM PROVISIONS

Administration of Claims under YOUR Plan

WE have no duty to settle or adjust claims filed under YOUR Plan. YOU must retain and pay a TPA at all times. No one, including YOU, may pay benefits for YOUR Plan unless named as the TPA on YOUR Schedule and approved by US. WE will not reimburse YOU for Plan Benefits resulting from benefits paid by someone not authorized to do so.

YOU must make available sufficient funds to pay benefits when due.

The TPA shall:

1. supervise the administration and adjustment of all claims and verify the accuracy and computation of all claims, in accordance with the Plan;
2. maintain accurate records of all claim Payments;
3. maintain separate records of expenses not covered; and
4. provide US, on or before the 15th day of each Policy Month, the following data for the preceding Policy Month:
 - a. number of Covered Persons and/or Covered Units; and
 - b. a total of claims Paid.

Management of Large Claims (LC's) and Potentially Catastrophic Losses (PCL's)

Notice of LC – YOU or YOUR TPA must notify US in writing of any LC (regardless of whether charges have been Paid or are pending Payment) as soon as practically possible when the claim exceeds or it appears that the claim will reach or exceed the defined limits for a LC.

Notice of PCL – YOU or YOUR TPA must notify US in writing of any PCL as soon as practically possible when receiving any information indicating that the claim (regardless of whether charges have been Paid or are pending Payment) is potentially catastrophic.

(See Exhibit I of this Policy.)

Failure to Notify – If for any reason a LC or PCL is not properly submitted to the TPA, YOU shall promptly notify the TPA of the claim. In the event YOU or YOUR TPA fails to follow the notification requirements set forth in this provision, YOUR losses related to such LC or PCL may not be considered for reimbursement under this Policy.

If YOU receive information that any claim may be or become a PCL, YOU will immediately notify YOUR TPA.

Notice of Claim

Specific Excess Loss – YOU must give written notice of claim to US within 30 days of the date YOU become aware of claims, with respect to a Covered Person, that have reached 50% of the Specific Attachment Point; however, LC's and PCL's should be reported within the time frame specified in the previous paragraph.

Aggregate Excess Loss – YOU must give written notice of claim to US within 30 days of the date YOU become aware of claims that have reached the Annual Aggregate Attachment Point.



YOUR failure to furnish written notice within the time required by this Policy will not invalidate or reduce any claim if it was not reasonably possible to provide written notice within such time. However, written notice must be furnished as soon as possible, but in no event later than one year after the date written notice is first required.

YOU or YOUR TPA shall submit on a timely basis all proofs of claims, reports and supporting documents WE may request.

Proof of Loss

Written proof of loss must be submitted within 60 days after the date of loss. Late proof will be accepted only if it is shown to have been furnished as soon as reasonably possible and within one year of the date of loss.

Payment of Claims

Amounts payable under this Policy will be paid upon receipt and acceptance by US of all the required material. Required material shall include proof of loss and proof of Payment for Eligible Expenses under the Plan and any reasonably requested supporting documentation. WE will have sole authority to reimburse or deny claims under this Policy.

Benefit Determination

Determination of benefits under YOUR Plan is YOUR sole responsibility. WE have no duty to settle or adjust claims filed under the Plan with YOU or YOUR TPA. WE have the right to review each claim YOU submit to US for reimbursement to determine if YOU are entitled to reimbursement. Only WE have the authority to reimburse losses covered by this Policy.

Recoveries/Subrogation

YOU are required to investigate and prosecute all valid claims that YOU may have against third parties arising out of any claim for which benefits were Paid by the Plan. YOU or YOUR TPA shall account to US for all amounts recovered. If YOU fail to pursue any action against a third party and WE have made benefit payments under this Policy, WE will be subrogated to all of YOUR rights to make recoveries. YOU are required to cooperate fully and do all things necessary and required for US to pursue any action to recover against the third party.

Any amounts recovered by YOU, YOUR TPA, or the Covered Person in such action shall be used first to reimburse US for any benefit Payments made on behalf of any Covered Person, and then to reimburse the expenses of recovery. Any amounts recovered by US shall be used to reimburse US for any amount that WE may have paid or become liable to reimburse to YOU under the terms of this Policy, and then to reimburse the expenses of collection. All remaining amounts shall be paid to YOU. If WE have reimbursed YOU for all or part of a particular loss and YOU or YOUR Plan later recover for that loss from a third party, YOU must repay US to the extent of OUR reimbursements, regardless of whether this Policy is still in force on the date YOU recover.

In the event YOU or YOUR TPA do not consider a third party to be liable for certain claims Paid under YOUR Plan but WE do, WE shall be subrogated to all of YOUR rights to make recoveries for such claims.

Notice of Appeal

Any objection, notice of legal action, or complaint received on a claim processed under YOUR Plan on which it reasonably appears an Excess Loss benefit will be payable to YOU under this Policy shall be brought to the immediate attention of OUR Underwriting Office.

SECTION XI
GENERAL PROVISIONS

Taxes

If premium taxes should be assessed against YOU with respect to claims Paid under YOUR Plan, YOU shall hold US harmless from any tax liability.



Entire Contract

This entire contract consists of:

1. this Policy, including any Endorsements;
2. YOUR Application and Schedule and any attachments thereto, a copy of which is attached to this Policy, and
3. a copy of YOUR Plan.

All statements made by YOU or any Covered Person are, in the absence of fraud, understood to be representations and not warranties. Such statements will not be used to contest coverage unless contained in the Application and Schedule or any attachments to the Application and Schedule.

In case of a conflict between the Plan and this Policy, this Policy will prevail. WE have relied on the information YOU provided to issue this Policy. YOU represent such information is accurate. Should subsequent information become known which, if known prior to issuance of this Policy, would affect the premium rates, factors, terms or conditions for coverage thereunder, WE will have the right to revise the premium rates, factors, terms or conditions as of the Effective Date, by providing written notice to YOU. Any fraudulent statement will render this Policy null and void and claims, if any, will be forfeited.

Policy Nonparticipating

This Policy does not entitle YOU to share in OUR earnings.

Records and Review

YOU and/or YOUR TPA must:

1. keep appropriate records regarding administration of YOUR Plan; (YOUR records include records held by YOUR TPA.)
2. allow US to review and copy, during normal business hours, all records affecting OUR liability under this Policy;
3. maintain records of all Covered Persons under the Plan during the Policy Period and for a period of seven years after the termination of this Policy; and
4. maintain a separate record of any and all amounts YOU pay that exceed or are not covered by the benefits under YOUR Plan.

As a result of any audit, WE may readjust premiums, attachment points or reimbursements to YOU as may be necessary to reflect YOUR and OUR original intent in issuing this Policy.

Clerical Error

If YOU or WE make a clerical error keeping records or calculating premiums or claims pertaining to this Policy, it will not invalidate this Policy. A clerical error will not expand OUR obligations under this Policy. A clerical error is a mistake in performing a clerical function, and does not include intentional acts or failure to comply with Plan or Policy provisions. A clerical error is not the failure to disclose the required disclosure of health history of Disabled Persons, Large Claims or Potentially Catastrophic Losses.

Changes to This Policy

Changes to this Policy may be made only by a Company officer or OUR Underwriting Office, with OUR approval. Any change must be by written Endorsement.

Changes to YOUR Plan

WE must be notified of any changes to the Plan. This notice must be in writing and provided to US at least 31 days prior to the effective date of the change. WE must approve the change in writing before coverage affected by this change will be provided by this Policy. If WE do not receive advance written notice of the change, or WE decline coverage of the changes under this Policy, WE will be liable only for benefits provided by the Plan prior to the change YOU must provide US with a copy of YOUR written Plan and all amendments prior to the time the change becomes effective.



Subsidiaries, Affiliated Companies Under YOUR Plan

YOU must notify US in the event YOU acquire a subsidiary or affiliated company that will be included under YOUR Plan. If YOU do acquire a subsidiary or affiliated company that will be included under YOUR Plan, YOU must disclose certain required health history on persons whose coverage YOU will be assuming under YOUR Plan. Failure to do so will subject benefits under this Policy to certain limitations, as described in "Disclosure" in Section V.

Acquisition of a subsidiary of affiliated company that will be included under YOUR Plan may affect YOUR premium rates and/or Monthly Aggregate Excess Loss Factors, as described in "Changes in Premium Rates or Factors," in Section VII.

YOU must notify US in the event YOU cede or dissolve a subsidiary or affiliated company that was included under YOUR Plan. Failure to do so may subject this Policy to termination (if Minimum Plan Enrollment is not maintained), or may affect YOUR premium rates and/or Monthly Aggregate Excess Loss Factors, as described in "Changes in Premium Rates and Factors," in Section VII.

Duties and Responsibilities of YOUR Designated Third –Party Administrator (TPA)

YOUR TPA must be approved by US.

WE agree to recognize YOUR TPA as YOUR agent for the administration of YOUR Plan. YOU agree that YOUR TPA will:

1. audit, calculate and pay all claims eligible under the Plan;
2. prepare reports required by US and keep and make available to US data WE may require; and
3. do what is necessary for YOU to comply with the terms of this Policy.

If YOU give YOUR TPA a Power of Attorney, or revoke a Power of Attorney, neither is binding on US until WE receive it.

YOU will pay YOUR TPA for all administrative functions performed in relation to this Policy.

YOUR TPA is YOUR agent and not OURS. YOU authorize YOUR TPA to:

1. submit Notice/Proof of Loss;
2. certify the Payment of claims;
3. transmit reports and payment of premiums to US; and
4. receive payments from US.

Payments by US to YOUR TPA are payments to YOU.

Notice

For the purpose of any notice required from US under the terms of this Policy, notice to YOUR TPA is notice to YOU and notice to YOU is notice to YOUR TPA.

Disclaimer

WE act only as a provider of Excess Loss Insurance coverage to YOUR Plan. WE are not a fiduciary. WE do not assume any duty to perform any of the functions or provide any of the reports required by the Employee Retirement Income Security Act of 1974, as amended.

WE have no right or obligation to pay any Covered Person or provider of professional or medical services. OUR sole liability is to YOU, subject to the terms and conditions of this Policy. Nothing in this Policy shall be construed



to permit a Covered Person to have a direct right of action against US. WE will not be considered a party to YOUR Plan or to any supplement or amendment to it.

Indemnification, Defense and Hold Harmless

YOU agree to indemnify, defend and hold US harmless from:

1. any liability related to any negligence, error, omission or defalcation by YOUR TPA:
2. any liability related to:
 - a. any dispute involving a Covered Person unless it is a result of OUR sole negligence or intentional wrongful acts; and
 - b. any State premium taxes WE are assessed with respect to funds paid by or to YOU under YOUR Plan. Taxes on amounts paid to US as premiums for this Policy are excluded.

WE will notify YOU if YOU have obligations. WE may participate in the defense at OUR expense. If YOU do not act promptly, WE may defend and compromise or settle the claim or other matter on YOUR behalf, for YOUR account, and at YOUR risk.

Offset

WE may offset payments due YOU under this Policy against claim overpayments and premium due and unpaid.

Assignment

YOU may not assign any of YOUR rights under this Policy.

Severability

Any clause deemed void, voidable, invalid, or otherwise unenforceable, whether or not such a provision is contrary to public policy, will not render any of the remaining provisions of this Policy invalid.

Insolvency

The insolvency, bankruptcy, financial impairment, receivership, voluntary plan or arrangement with creditors, or dissolution of YOU or YOUR TPA:

1. will not impose upon US any liability or additional duties other than those defined and provided for in this Policy; (For example, WE will have no responsibility to pay claims for YOUR Plan to ensure reimbursement under this Policy.) and
2. will not make US liable to YOUR creditors, including Covered Persons.

Claims under YOUR Plan must continue to be funded and Paid within contractual time frames in order to be eligible for reimbursement under this Policy.

Parties To This Policy:

YOU and WE are the only parties to this Policy. OUR sole liability under this Policy is to YOU. This Policy does not create any right or legal relation between US and a Covered Person under YOUR Plan. This Policy will not make US a party to any agreement between YOU and YOUR TPA.

Legal Action

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 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 3 years after the time written proof of loss is required to be furnished.

Time Limit on Certain Defenses

In the absence of fraud, all statements made by YOU OR YOUR TPA shall be deemed representations and not warranties. If these statements appear as part of the written Application or other written instrument signed by YOU or YOUR TPA, WE may use them to contest the Contract. If WE do, WE will furnish YOU OR YOUR TPA with a



copy of the document in question. After 2 years, only fraudulent misstatements may be used to contest the contract coverage under this Policy.

Arbitration

Any controversy or claim arising out of or relating to this Policy, or the breach thereof, shall be settled by Arbitration in accordance with the rules of the American Arbitration Association, with the express stipulation that the arbitrator(s) shall strictly abide by the terms of this Policy and shall strictly apply rules of law applicable thereto. All matters shall be decided by a panel of three (3) arbitrators. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination or expiration of this Policy. The parties hereto may alter any of the terms of this provision only by express written agreement, although such alteration may be before or after any rights or obligations arise under this provision.



EXHIBIT I

Potentially Catastrophic Losses (PCL's). Claims which qualify as PCL's are listed below. WE reserve the right to add to or delete from this list of PCL's with 31 days advance written notice to YOU.

A00-B99 Certain Infectious and Parasitic Disease

A40	Streptococcal sepsis
A41	Other sepsis
B15-B19	Viral hepatitis
B20	Human immunodeficiency virus (HIV) disease

C00-D49 Neoplasms

C00-C96	Malignant neoplasms
D46	Myelodysplastic syndromes

D50-D89 Diseases of the blood and blood-forming organs & disorders involving the immune mechanism

D57	Sickle-cell disorder
D59	Acquired hemolytic anemia
D60-D64	Coagulation defects, purpura and other hemorrhagic conditions
D70-D77	Other diseases of blood and blood-forming organs
D80-D89	Certain disorders involving the immune mechanism

E00-E89 Endocrine, nutritional and metabolic diseases

E10-E13	Diabetes mellitus
E15-E16	Other disorders of glucose regulation and pancreatic internal secretion
E65-E68	Obesity and other hyper alimentation
E70-E89	Metabolic disorders

F01-F99 Mental, behavioral and neurodevelopmental disorders

F10.1	Alcohol abuse
F11.1	Opioid abuse
F20	Schizophrenia
F31	Bipolar disorder
F32.3	Major depressive disorder, single episode, severe with psychotic feature
F33.1-F33.3	Major depressive disorder, recurrent
F84.0	Autistic disorder
F84.2	Rett's syndrome
F84.5	Asperger's syndrome

G00-G99 Diseases of the nervous system

G00	Bacterial meningitis
G04	Encephalitis myelitis and encephalomyelitis
G06-G07	Intracranial and intraspinal abscess and granuloma
G12.21	Amyotrophic lateral sclerosis
G35	Multiple sclerosis
G36	Other acute disseminated demyelination
G37	Other demyelinating disease of central nervous system
G82.5	Quadraplegia
G83.4	Cauda equine syndrome
G92	Toxic encephalopathy
G93.1	Anoxic brain injury

I00-I99 Diseases of circulatory system

I20	Angina pectoris
I21.09-I22	Acute myocardial infarction
I24	Acute and subacute ischemic heart disease
I25	Chronic ischemic heart disease
I26	Pulmonary embolism
I27	Other pulmonary heart disease
I28	Other diseases of pulmonary vessels
I33	Acute and subacute endocarditis
I34-I38	Heart valve disorders
I40-I41	Myocarditis
I42-I43	Cardiomyopathy
I44-I45	Conduction disorders
I46	Cardiac arrest
I47-I49	Cardiac dysrhythmias
I50	Heart failure
I60-I61	Subarachnoid hemorrhage/intercerebral hemorrhage
I63	Cerebral infarction
I65.8-I66	Occlusion of precerebral/cerebral arteries
I67	Other cerebrovascular disease
I70	Atherosclerosis/aortic aneurysm



J00-J99 Diseases of respiratory system

J40-J44 Chronic obstructive pulmonary disease (COPD)
J84.10-J84.89 Postinflammatory pulmonary fibrosis
J98-11-J98.4 Pulmonary collapse/respiratory failure

K00-K95 Diseases of digestive system

K22 Esophageal obstruction
K25-K28 Ulcers
K31 Other diseases of stomach & duodenum
K50 Crohn's disease
K51 Ulcerative colitis
K55-K64 Diseases of intestine
K65-K68 Diseases of peritoneum and retroperitoneum
K70-K77 Diseases of liver
K83 Diseases of biliary tract
K85-K86 Diseases of pancreatitis
K90-K95 Other diseases of digestive system/complications of bariatric procedures

M00-M99 Diseases of musculoskeletal system & connective tissue

M15-M19 Osteoarthritis
M32 Systemic lupus erythematosus
M34 Systemic sclerosis
M41 Scoliosis
M43 Spondylolysis
M50 Cervical disc disorders
M51 Thoracic, thoracolumbar & lumbosacral intervertebral disc disorders
M72.6 Necrotizing fasciitis
M86 Osteomyelitis

N00-N99 Diseases of the genitourinary system

N00-N01 Acute and rapidly progressive nephritis syndrome
N03 Chronic nephritic syndrome
N04 Nephrotic syndrome
N05-N07 Nephritis and nephropathy
N08 Glomerular disorders classified elsewhere
N17 Acute kidney failure
N18 Chronic kidney disease
N19 Renal failure, unspecified
N97 Infertility

O00-O9A Pregnancy, childbirth and the puerperium

O09 High risk pregnancy
O11 Pre-existing hypertension with pre-eclampsia
O14-O15 Pre-eclampsia and eclampsia
O30 Multiple gestation
O31 Other complications specific to multiple gestations
O42 Premature rupture of membranes

P00-P96 Certain conditions originating in the perinatal period

P07 Disorders of newborn related to short gestation and low birth weight
P10-P15 Birth trauma
P19 Fetal distress
P23-P28 Other respiratory conditions of newborn
P29 Cardiovascular disorders originating in the perinatal period
P36 Bacterial sepsis of newborn
P52-P53 Intracranial hemorrhage of newborn
P77 Necrotizing enterocolitis of newborn
P91 Other disturbances of cerebral status newborn

Q00-Q99 Congenital malformations, deformations and chromosomal abnormalities

Q00-Q07 Congenital malformations of the nervous system
Q20-Q26 Congenital cardiac malformations
Q41-Q45 Congenital anomalies of digestive system
Q85 Phakomatoses, not classified elsewhere
Q87 Congenital malformation syndromes affecting multiple systems
Q89 Other congenital malformations

R00-R99 Symptoms, signs and abnormal clinical and laboratory findings, not elsewhere classified

R07.1-R07.9 Chest pain
R40-R40.236 Coma
R44 Hallucinations
R57-R58 Shock, hemorrhage
R65.2-R65.21 Severe sepsis



S00-T88 Injury, poisoning and certain other consequences of external causes

S02	Fracture of skull and facial bones
S06	Intracranial injury
S07	Crush injury to head
S08	Avulsion and traumatic amputation of part of head
S12-S13	Fracture and injuries of cervical vertebra and other parts of neck
S14.0-S14.15	Injury of nerves and spinal cord a neck level
S22.0	Fracture of thoracic vertebra
S24	Injury of nerves and spinal cord at thorax level
S25	Injury of blood vessels of thorax
S26	Injury of heart
S27	Pneumothorax and hemothorax
S32.0-S32.2	Fracture of lumbar vertebra
S34	Injury of lumbar and sacral spinal cord and nerves
S35	Injury of blood vessels at abdomen, lower back and pelvis
S36-S37	Injury of intra-abdominal organs
S48	Traumatic amputation of shoulder and upper arm
S58	Traumatic amputation of elbow and forearm
S68.4-S68.7	Traumatic amputation of hand at wrist level
S78	Traumatic amputation of hip and thigh
S88	Traumatic amputation of lower leg
S98	Traumatic amputation of ankle and foot
T30-T32	Burns and corrosions of multiple body regions
T79	Various traumatic syndromes
T81.11-T81.12	Postprocedural cardiogenic and septic shock
T82	Complications of cardiac and vascular prosthetic devices, implants and grafts
T83-T85	Complications of prosthetic devices, implants and grafts
T86	Complications of transplanted organs and tissues
T87	Complications to reattachment and amputation

Z00-Z99 Factors influencing health status and contact with health services

Z37-.5-Z37.6	Multiple births
Z38.3-Z38.8	Multiple births
Z48-Z48.298	Encounter for aftercare following organ transplant
Z49	Encounter for care involving renal dialysis
Z94	Transplanted organ and tissue status
Z95	Presence of cardiac and vascular implants and grafts
Z98.85	Transplanted organ removal status
Z99.1	Dependence on respirator
Z99.2	Dependence on dialysis



QBE INSURANCE CORPORATION
 Administrative Address:
 55 Water Street
 New York, NY 10041

STOP LOSS
QBSL – 0123 (07-02)

SCHEDULE FOR EXCESS POLICY

This Schedule forms part of the Policy to which it is attached.

Policy Number: **LGS00537-18**

1. Policyholder :
City of La Crosse
 (as it will appear on the Policy)

2. Principal Office Address:
400 La Crosse Street La Crosse WI 54601
 (street) (city) (state) (zip)

3. Effective Date: **01/01/2018**

4. Expiration Date: **12/31/2018**

5. Attached Endorsements: **Wisconsin Endorsement QBSL-0130 (09-02)**
Experimental Investigational Endorsement QBSL-0124 (07-02)
Independent Review Organization Endorsement QBSL-0124 (07-02)

6. Third-Party Administrator (for purpose of claims administration under the Plan):

Name: **Benefit Plan Administrators of Eau Claire, Inc.**
 Address: **402 Graham Avenue 3rd Floor**
 City, State, Zip: **Eau Claire, WI 54702-1128**
 Telephone: **(715)832-5535**

Name: **Quartz**
 Address: **3190 Gundersen Drive**
 City, State, Zip: **Onalaska, WI 54650**
 Telephone: **(608)881-8271**

7. COVERAGE

The Coverage shown applies only during the Policy Period and is further subject to all the provisions of the Policy.

A. **SPECIFIC EXCESS LOSS COVERAGE** Yes, included No, not included

- 1) Coverage to be included:
- | | | |
|-------------------------------------|-------------------------------------|--------------------|
| Yes | No | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Medical |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Prescription Drugs |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Dental |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Vision |

2) Specific Attachment Point (unless adjusted by Endorsement)



- Per Covered Person: \$ 100,000
- Per Covered Family: N/A
- Aggregating Specific Deductible: \$ 100,000

- 3) Specific Reimbursement Percentage: 100 %
- 4) Specific Policy Period Maximum Reimbursement per Covered Person: Unlimited upon satisfaction of Specific Attachment Point.

- Of this amount, reimbursement for treatment of drug or alcohol abuse will be limited to:
 - The terms, conditions and limits as stated in the accepted plan document.
 - ___ days
 - ___ days, up to \$ _____
- Treatment of drug or alcohol abuse considered as any other illness

- 5) Basis of Specific Excess Loss coverage benefit payment (Benefit Period):

Plan Benefits Incurred from: 01/01/2018 through: 12/31/2018
 And paid from: 01/01/2018 through: 03/31/2019

Plan Benefits Incurred prior to the Effective Date (Run-In-Period) will be limited to:
 N/A per Covered Person
 N/A for all Covered Persons combined

- 6) Premium Rates (per month):

<u>Covered Unit Description</u>	<u>Amount</u>
<u>Single</u>	<u>175</u> <u>\$ 67.68</u>
<u>Family</u>	<u>433</u> <u>\$ 148.40</u>
<u>Total</u>	<u>608</u>

- 7) Minimum Annual Specific Premium: N/A. Estimated specific annual premium based on quoted enrollment is \$ 913,214.00.

B. AGGREGATE EXCESS LOSS INSURANCE Yes, included No, not included

- 1) Coverage to be included:

Yes	No	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Medical
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dental
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vision
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prescription Drugs
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Weekly Disability Income Maximum _____, per covered employee per Policy Period
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:

- 2) Monthly Aggregate Factor: N/A
- 3) Number of Covered Units: N/A
- 4) Minimum Annual Aggregate Attachment Point: N/A
- 5) Aggregate Reimbursement Percentage: N/A



- 6) Individual Claim Limit: N/A
- 7) Maximum Aggregate Reimbursement (per Policy Period): N/A
- 8) Basis of Aggregate Excess Loss coverage benefit payment (Benefit Period): N/A
- 9) Premium Rates (per month): N/A
- 10) Minimum Annual Aggregate Premium: N/A

8. Eligible for coverage:

- | Yes | No | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Retired Employees |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | COBRA Continuee |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Disabled Persons |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Employees who are not Actively at Work |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Late Entrants |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Transplants |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: |

9. Additional Information

a. Policy Information:

- 1. Your PPO is: Quartz, Health Traditions, HealthEOS.
- 2. Your Utilization Review Provider is: Quartz, Health Traditions.
- 3. The definition of Specific Lifetime Maximum Reimbursement in the *Definitions* Section of this Policy, is deleted and replaced with:

Specific Policy Period Maximum Reimbursement means the maximum amount WE will reimburse YOU with respect to any Covered Person under this Policy during the Policy Period shown in the *Schedule*. The Policy Period Maximum excludes the Specific Attachment Point amount. The Policy Period Maximum will not exceed the lesser of:

- 1. the amount shown in the *Schedule*; and
- 2. the maximum benefit amount set forth in the Plan.

- 4. Section II, *Specific Excess Loss Coverage*, is deleted and replaced with the following:

Section II, SPECIFIC EXCESS LOSS COVERAGE

WE will reimburse YOU for Plan Benefits Paid in excess of the Specific Attachment Point, not to exceed the Policy Period Maximum Reimbursement amount shown in the *Schedule*. WE will reimburse YOU after YOU have provided an acceptable proof of loss and satisfactory proof of Paid Plan Benefits.

The Specific Excess Loss benefit applies to a Policy Period or fraction thereof (due to termination). As determined with regard to each Covered Person, it is the lesser of:

- 1. the Policy Period Maximum Benefit; and
 - 2. eligible Plan Benefit Payments made with regard to a Covered Person, less the Specific Attachment Point, the result of which is then multiplied by the Specific Reimbursement Percentage.
- In addition, the Specific Excess Loss Benefits Payable under this Policy will be reduced by the Aggregating Specific Deductible.



b. Special Limitations: redacted as an alternative Specific Attachment Point of \$750,000.

Eligible claims incurred would apply to both the alternative Specific Attachment Point and toward satisfaction of the Aggregating Specific Deductible prior to potential reimbursement.

10. Minimum Plan Enrollment: N/A Covered Units, or 75 % of initial enrollment

ACCEPTED BY THE POLICYHOLDER:

Signed at La Crosse, WI
City, State

Date: 12/18/17

City of La Crosse
Policyholder (correct legal name)

William Janskie Director of Finance
By (Officer's name and title)
Subject to City Council approval 07/11/18

Rae Anne Brandy
Signature of Policyholder's Broker/Agent of Record
Consultant

Rae Anne Brandy, The Horton Group
Print Broker/Agent of Record

ACCEPTED BY THE COMPANY:

Signed at Marblehead, Massachusetts

Date: 3/15/18

Steven L. Gransbury
On behalf of the Company
QBE Insurance Corporation

Steven L. Gransbury, President of A&H

QBE North America
By (Officer's name and title)



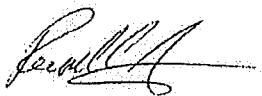
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Section I Definitions

This endorsement changes the Policy, effective on the Policy Effective Date unless another date is indicated below.

Policy Number: LGS00537-18	Endorsement Effective: 01/01/2018
Named Insured: City of La Crosse	Signed for the Company by:  Russell Johnston, President

The definition of Experimental or Investigational will not include, and any exclusion applicable to Experimental or Investigational medical services, supplies or treatments will not apply to, Eligible Expenses Incurred by certain Covered Persons participating in certain clinical trials, as required and defined under PHSA Section 2709 and described below.

Expenses Incurred by a Covered Person participating in a clinical trial will be considered Eligible Expenses for purposes of determining benefits payable under this Policy when:

- (a) the Covered Person meets the definition of a Qualified Person below,
- (b) the clinical trial meets the definition of a Qualified Clinical Trial below, and
- (c) expenses Incurred in connection with the Covered Person's participation meet the definition of Routine Patient Costs below.

A Covered Person is considered a Qualified Person, for purposes of this Endorsement, if he:

- (a) is eligible to participate in an approved clinical trial according to that trial's protocol; and
- (b) the clinical trial involves treatment of cancer or other dread disease or condition that would, if its course is not interrupted, likely result in the Covered Person's death; and
- (c) is enrolled in, or has been evaluated for participation in or has signed a consent form for, or has been recommended for participation in a Qualified Clinical Trial on or after the Effective Date of this Endorsement;

and

- (d) has been referred by a health care professional who has concluded that the Covered Person's participation is appropriate given his condition; or
- (e) provides medical and scientific information establishing that his participation is appropriate to his condition.

A clinical trial is considered a Qualified Clinical Trial, for purposes of this Endorsement, if it:

- (a) is conducted for purposes of prevention, detection or treatment of cancer or other dread disease; and
- (b) is a Federally-funded trial funded or approved by
 - i. the National Institutes of Health;
 - ii. the Centers for Disease Control and Prevention;
 - iii. the Agency for Health Care Research and Quality;
 - iv. the Centers for Medicare and Medicaid Services; or
 - v. any of (i-iv) above in conjunction with the Department of Defense, Department of Veterans Affairs or Department of Energy; or



STOP LOSS
QBSL-0124 (07-02)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

(c) is conducted under or is exempt from an Investigational new drug application reviewed by the Food and Drug Administration.

Routine Patient Costs, for purposes of this Endorsement, include only those expenses that are:

- (a) otherwise considered Eligible Expenses under Your Plan, absent the Covered Person's participation in the Qualified Clinical Trial;
- (b) for services and supplies provided by in-network providers, if one or more participating providers is participating in the Qualified Clinical Trial and will accept the Covered Person for participation in it; and
- (c) for services and supplies provided by out-of-network providers if no participating providers are participating in the Qualified Clinical Trial.

Routine Patient Costs do not include:

- (a) the investigational item, device, drug or service itself;
- (b) any service, supply or drug provided by or paid for by the sponsor of the Qualified Clinical Trial;
- (c) services and supplies provided solely to satisfy data collection and analysis needs, not used in direct clinical management of the Covered Person; or
- (d) any service or supply clearly inconsistent with widely accepted and established standards of care for the Covered Person's particular diagnosis.

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN THOSE STATED ABOVE.



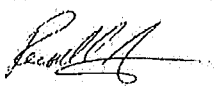
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT REVIEW ORGANIZATION AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Section I Definitions

This endorsement changes the Policy, effective on the Endorsement Effective Date indicated below.

Policy Number: <u>LGS00537-18</u>	Endorsement Effective: <u>01/01/2018</u>
Named Insured: <u>City of La Crosse</u>	Signed for the Company by:  Russell Johnson, President

The following provision is added to **Section 10, Claims Provisions**, of this Policy. Its provisions are in effect as of the Endorsement Effective Date shown above.

Extended Liability for Claims Payable upon Independent Review Organization decision.

For purposes of determining any reimbursement amount due under this Policy, YOU may request, and WE may agree in writing, that the Run Out Period be extended for a maximum of 12 months, for payment of a Covered Person's claim if all of the following conditions are satisfied for that specific claim:

1. The claim was Incurred during the Policy Period, including any applicable Run-In Period; and
2. The claim was adjudicated and denied during the Policy Period, including any applicable Run-Out Period shown in the *Schedule*; and
3. A final appeal of the denial decision has been made to an Independent Review Organization (IRO); and
4. YOU are notified that the IRO reversed the denial and YOU are required to pay the claim; and
5. the claim is not (a) otherwise excluded under the terms of Your Plan or this Policy or (b) payable under any other policy of stop-loss or other coverage.

Any claim payable under this provision will accumulate toward any Specific Attachment Point and Aggregate Attachment Point applicable to the Policy Period in which the claim was Incurred. This Amendment will be void if this Policy terminates before the end of the Policy Period.

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN THOSE STATED ABOVE.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN ENDORSEMENT

This endorsement modifies insurance provided under the following:

SECTION V – LIMITATIONS

SECTION VI – EXCLUSIONS

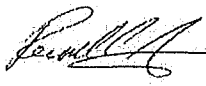
SECTION VII – PREMIUMS AND FACTORS

SECTION VIII – TERMINATION

SECTION X – CLAIMS PROVISIONS

SECTION XI – GENERAL PROVISIONS

This endorsement changes the policy effective on the Policy Effective Date unless another date is indicated below.

Policy Number: LGS00537-18	Endorsement Effective: 01/01/2018
Named Insured: City of La Crosse	Signed for the Company by:  Russell Johnston, President

SECTION V – LIMITATIONS has been revised as follows:

The **Disclosure** provision has been deleted in its entirety and replaced with the following:

Disclosure

WE have relied upon the information provided by YOU and YOUR TPA in the issuance of this Policy. Should subsequent information become known which, if known prior to issuance of this Policy, would affect the premium rates, factors, terms or conditions for coverage thereunder, WE will have the right to revise the premium rates, factors, terms or conditions as of the Effective Date, by providing written notice to YOU. Subject to the Time Limit on Certain Defenses provision any fraudulent statement will render this Policy null and void and claims, if any, will be forfeited.

SECTION VI – EXCLUSIONS has been deleted in its entirety and replaced with the following:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SECTION VI
EXCLUSIONS**

WE will not reimburse YOU for any loss or expense caused by or resulting from:

1. expenses Incurred while the Plan is not in force with respect to the Covered Person, or for a person not covered under the Plan;
2. expenses covered by Plan changes made prior to OUR written approval of such changes;
3. expenses which result from any prescription care service, mail order prescription plan or any pre-paid prescription drug plan, dental, vision, or weekly disability income benefits, unless specifically included on the Schedule and approved by US.
4. liability or obligations assumed by YOU under any contract or service agreement other than the Plan;
5. expenses for services or supplies which are in violation of any law;
6. expenses for services or supplies billed above the Usual and Customary Charges for the area where provided or which are greater than the Plan benefit;
7. expenses resulting from or caused by war, whether declared or undeclared, civil war, Invasion, hostilities, riot or resistance to armed aggression;
8. expenses for an injury or sickness arising out of, or in the course of an employment for wage or profit or for a sickness for which the Covered Person is entitled to benefits under any Workers' Compensation or occupational disease law, whether or not the Covered Person applies for such benefits.
9. cost of the administration of claims, including cost of investigation, payments, or other service(s) provided by YOUR TPA, consulting fees and/or expenses of any litigation;
10. expenses from the commission of or attempt to commit any felony;
11. any amount used to satisfy deductibles or coinsurance amounts under the Plan;
12. expenses or costs resulting from non-contractual damages, court costs and legal fees, including but not limited to compensatory, exemplary and punitive damages, fines or statutory penalties;
13. medical expenses in connection with Experimental or Investigational surgery or treatment as defined in this Policy.
14. Payments recoverable through YOUR Plan's Coordination of Benefits or similar provision;
15. expenses Incurred by an employee or dependent of an employee of any affiliated or subsidiary company not included in the Application, unless added by Endorsement;
16. legal expenses and fees including legal expenses and fees Incurred on behalf of any Covered Person in obtaining medical treatment or expenses Incurred in connection with a judgment or settlement arising out of YOUR negligence in providing, arranging, or failing to provide or arrange a benefit to a Covered Person;
17. Payments YOU make under YOUR Plan for services and supplies which are not included in YOUR Plan or which are outside the requirements of YOUR Plan Document or this Policy;
18. expenses Incurred after the Expiration Date;
19. in the event this Policy is terminated before the Expiration Date, expenses Incurred after the date of such termination;
20. YOUR TPA's failure to provide timely Payment to providers which results in non-receipt of any discounted fees for services or supplies. WE will reimburse only for the amount of the discounted amount had timely Payment been made by YOUR TPA.

SECTION VII – PREMIUMS AND FACTORS has been revised as follows:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The **Grace Period** provision has been deleted in its entirety and replaced with the following:

Grace Period

A Grace Period of 31 days from the due date will be allowed for the payment of each premium after the first premium payment. During the Grace Period, the coverage will remain in effect, provided the premium is paid before the end of the Grace Period. If YOU do not pay the premium during the Grace Period, this Policy will terminate without further notice, at the end of the Grace Period. YOU will be liable for the payment of a pro rata premium for the time the policy was in force during the Grace Period.

SECTION VIII – TERMINATION has been deleted in its entirety and replaced with the following:

**SECTION VIII
TERMINATION**

This Policy and all coverage hereunder will end upon the earliest of the following:

1. At the end of any Grace Period for which the premium is paid, if the subsequent premium is not paid as provided in the Grace Period provision.
2. On the date YOU tell US YOU want to cancel this Policy, provided YOU have given US at least 1 days advance written notice. If YOU cancel within 30 days after the Effective Date, YOU may ask for a full refund of the premium. If YOU do so, this Policy will terminate on the Effective Date. If YOU cancel this Policy at a later date, WE may keep the premium earned to the date of termination.
3. The Expiration Date of this Policy.
4. On the date stated in the notice of termination, if, within 60 days after the Effective Date:
 - a. YOU fail to provide US any information or materials requested by US; or
 - b. YOU fail to comply with any condition imposed by US when this Policy is issued.Notice of termination will be sent to YOU at least 10 days prior to the effective date of the termination. If the policy is terminated, WE will return the premium paid by YOU, less the amount of any reimbursements WE made to YOU before the time this Policy was terminated. If the amount reimbursed to YOU exceeds the premium paid to US, YOU will pay US the difference.
5. The date the Plan terminates.
6. On the date stated in the notice of termination if the administrative agreement between YOU and YOUR TPA terminates, unless WE consent in writing to YOUR naming of a new TPA. If the policy is terminated, a notice of termination will be sent to YOU at least 10 days prior to the effective date of the termination.
7. On the date stated in the notice of termination if YOU fail to maintain the Minimum Plan Enrollment as stated in the Schedule, unless WE agree in writing to continue coverage. If the policy is terminated, a notice of termination will be sent to YOU at least 10 days prior to the effective date of the termination.
8. The date YOU:
 - a. Suspend active business operations; or
 - b. are placed in bankruptcy or receivership, or
 - c. dissolve.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

9. On the date stated in the notice of termination if YOU do not pay claims or make funds available to pay claims as required by the Plan. If the policy is terminated, a notice of termination will be sent to YOU at least 10 days prior to the effective date of the termination.

Concealment or Fraud

Subject to the Time Limit on Certain Defenses provision, this entire Policy will be cancelled:

1. if, before or after a claim or loss, YOU or YOUR TPA have concealed or misrepresented any material fact or circumstance concerning this Policy, including any claim; (This includes failure to provide the required disclosure of health history of Disabled Persons, Large Claims or Potentially Catastrophic Losses.) or
2. in any case of fraud by YOU or YOUR TPA relating to this coverage.

SECTION X – CLAIMS PROVISIONS has been revised as follows:

The **Management of Large Claims (LC's) and Potentially Catastrophic Losses (PCL's)** provision has been deleted in its entirety and replaced with the following:

Management of Large Claims (LC's) and Potentially Catastrophic Losses (PCL's)

Notice of LC – YOU or YOUR TPA must notify US in writing of any LC (regardless of whether charges have been Paid or are pending Payment) as soon as practically possible but in no event later than one year when the claim exceeds or it appears that the claim will reach or exceed the defined limits for a LC.

Notice of PCL – YOU or YOUR TPA must notify US in writing of any PCL as soon as practically possible but in no event later than one year when receiving any information indicating that the claim (regardless of whether charges have been Paid or are pending Payment) is potentially catastrophic.
(See Exhibit I of this Policy.)

Failure to Notify – If for any reason a LC or PCL is not properly submitted to the TPA, YOU shall promptly notify the TPA of the claim. In the event YOU or YOUR TPA fails to follow the notification requirements set forth in this provision, YOUR losses related to such LC or PCL may not be considered for reimbursement under this Policy.

If YOU receive information that any claim may be or become a PCL, YOU will immediately notify YOUR TPA.

SECTION XI – GENERAL PROVISIONS has been revised as follows:

The **Entire Contract** provision has been deleted in its entirety and replaced with the following:

Entire Contract

This entire contract consists of:

1. this Policy, including any Endorsements;
2. YOUR Application and Schedule and any attachments thereto, a copy of which is attached to this Policy, and
3. a copy of YOUR Plan.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

All statements made by YOU or any Covered Person are, in the absence of fraud, understood to be representations and not warranties. Such statements will not be used to contest coverage unless contained in the Application and Schedule or any attachments to the Application and Schedule.

In case of a conflict between the Plan and this Policy, this Policy will prevail. WE have relied on the information YOU provided to issue this Policy. YOU represent such information is accurate. Should subsequent information become known which, if known prior to issuance of this Policy, would affect the premium rates, factors, terms or conditions for coverage thereunder, WE will have the right to revise the premium rates, factors, terms or conditions as of the Effective Date, by providing written notice to YOU. Any fraudulent statement will render this Policy null and void and claims, if any, will be forfeited. Any revision to this Policy or termination of this Policy is subject to the Time Limit on Certain Defenses provision.

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN THOSE STATED ABOVE.



QBE INSURANCE CORPORATION
 Administrative Address:
 55 Water Street
 New York, NY 10041

STOP LOSS
QBSL - 0103WI (09-02)

APPLICATION FOR EXCESS POLICY

1. Full legal name of Policyholder : Tax id number:
City of La Crosse 39-6005490
 (as it will appear in the Policy)

2. Principal Office Address:
400 La Crosse Street La Crosse WI 54601
 (street) (city) (state) (zip)

3. Contact Person: Valerie Fenske, Director of Finance

4. Nature of Business: 9199 General Government, NEC

5. If Employee Welfare Benefit Plans of subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) are to be included, list legal names and addresses of such companies and the nature of their business:

6. Full name of YOUR Employee Welfare Benefit Plan:

A copy of YOUR ERISA Employee Welfare Benefit Plan Document, and those of any subsidiary or affiliated companies that are to be included, must be attached to, and shall form a part of, this Application. If YOUR Employee Welfare Benefit Plan is for a MEWA (Multiple Employer Welfare Agreement) or an MET (Multiple Employer Trust), YOUR Application will not be accepted for consideration unless YOU provide a clear and concise statement from the U.S. Department of Labor that it is exempt from ERISA requirements.

7. Requested Effective Date: 01/01/2018

8. Requested Endorsements: Wisconsin Endorsement QBSL-0130 (09-02)
Experimental Investigational Endorsement QBSL-0124 (07-02)
Independent Review Organization Endorsement QBSL-0124 (07-02)

9. OUR Underwriting Manager: N/A

10. YOUR Designated Third-Party Administrator (for purpose of claims administration under YOUR Employee Welfare Benefit Plan):

Name: Benefit Plan Administrators of Eau Claire, Inc.
 Address: 402 Graham Avenue 3rd Floor
 City, State, Zip: Eau Claire, WI 54702-1128
 Telephone: (715)832-5535

Name: Quartz
 Address: 3190 Gundersen Drive
 City, State, Zip: Onalaska, WI 54650
 Telephone: (608)881-8271



11. YOUR broker/agent of record:

Name: The Horton Group., HCSC Benefit Division
 Address: N19 W 24101 N. Riverwood Drive
 City, State, Zip: Waukesha, WI 53188
 Telephone: (262)347-2600

12. COVERAGES REQUESTED

The Coverage shown applies only during the Policy Period from 01/01/2018 (Effective Date) Through 12/31/2018 (Expiration Date) and is further subject to all the provisions of the Policy.

A. SPECIFIC EXCESS LOSS COVERAGE Yes, included No, not included

1) Coverage to be included:

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Medical
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prescription Drugs
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dental
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vision

2) Specific Attachment Point (unless adjusted by Endorsement)

Per Covered Person: \$ 100,000
 Per Covered Family: N/A
 Aggregating Specific Deductible: \$ 100,000

3) Specific Reimbursement Percentage: 100%

4) Specific Policy Period Maximum Reimbursement per Covered Person: Unlimited upon satisfaction of Specific Attachment Point.

Of this amount, reimbursement for treatment of drug or alcohol abuse will be limited to:
 The terms, conditions and limits as stated in the accepted plan document.
 _____ days
 _____ days, up to \$ _____
 Treatment of drug or alcohol abuse considered as any other illness

5) Basis of Specific Excess Loss coverage benefit payment (Benefit Period):

Plan Benefits Incurred from: 01/01/2018 through: 12/31/2018
 And paid from: 01/01/2018 through: 03/31/2019

Plan Benefits Incurred prior to the Effective Date (Run-In-Period) will be limited to:

N/A per Covered Person
 N/A for all Covered Persons combined:

6) Premium Rates (per month):

<u>Covered Unit Description</u>	<u>Amount</u>	<u>Covered Unit Description</u>	<u>Amount</u>
<u>Single</u>	<u>175</u>		<u>\$ 67.68</u>
<u>Family</u>	<u>433</u>		<u>\$ 148.40</u>
<u>Total</u>	<u>608</u>		

7) Minimum Annual Specific Premium: N/A. Estimated specific annual premium based on quoted enrollment is: \$ 913,214.00.



B. AGGREGATE EXCESS LOSS INSURANCE Yes, Included No, not included

- 1) Coverage to be included:
- | | | |
|--------------------------|-------------------------------------|--|
| Yes | No | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Medical |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Dental |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Vision |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Prescription Drugs |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Weekly Disability Income Maximum _____, per covered employee per Policy Period |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: |

- 2) Monthly Aggregate Factor: N/A
- 3) Number of Covered Units: N/A
- 4) Minimum Annual Aggregate Attachment Point: N/A
- 5) Aggregate Reimbursement Percentage: N/A
- 6) Individual Claim Limit: N/A
- 7) Maximum Aggregate Reimbursement (per Policy Period): N/A
- 8) Basis of Aggregate Excess Loss coverage benefit payment (Benefit Period): N/A
- 9) Premium Rates (per month): N/A
- 10) Minimum Annual Aggregate Premium: N/A

13.

Eligible for coverage:

- | | | |
|-------------------------------------|-------------------------------------|--|
| Yes* | No | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Retired Employees |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | COBRA Continuee |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Disabled Persons |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Employees who are not Actively at Work |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Late Entrants |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Transplants |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: |

*All "Yes" answers must have disclosure information attached to this Application.

14.

Additional Information

a. Policy Information:

- Your PPO is: Quartz, Health Traditions, HealthEOS.
- Your Utilization Review Provider is: Quartz, Health Traditions.
- The definition of Specific Lifetime Maximum Reimbursement in the *Definitions* Section of this Policy, is deleted and replaced with:

Specific Policy Period Maximum Reimbursement means the maximum amount WE will reimburse YOU with respect to any Covered Person under this Policy during the Policy Period shown in the *Schedule*. The Policy Period Maximum excludes the Specific Attachment Point amount. The Policy Period Maximum will not exceed the lesser of:

- the amount shown in the *Schedule*; and
- the maximum benefit amount set forth in the Plan.

4. Section II, *Specific Excess Loss Coverage*, is deleted and replaced with the following:



Section II, SPECIFIC EXCESS LOSS COVERAGE

WE will reimburse YOU for Plan Benefits Paid in excess of the Specific Attachment Point, not to exceed the Policy Period Maximum Reimbursement amount shown in the Schedule. WE will reimburse YOU after YOU have provided an acceptable proof of loss and satisfactory proof of Paid Plan Benefits.

The Specific Excess Loss benefit applies to a Policy Period or fraction thereof (due to termination). As determined with regard to each Covered Person, it is the lesser of:

1. the Policy Period Maximum Benefit; and

2. eligible Plan Benefit Payments made with regard to a Covered Person, less the Specific Attachment Point, the result of which is then multiplied by the Specific Reimbursement Percentage.

In addition, the Specific Excess Loss Benefits Payable under this Policy will be reduced by the Aggregating Specific Deductible.

b. Special Limitations:

redacted has an alternative Specific Attachment Point of \$750,000.

Eligible claims incurred would apply to both the alternative Specific Attachment Point and toward satisfaction of the Aggregating Specific Deductible prior to potential reimbursement.

15. Initial premium deposit accompanying the application:
(Specific) \$ 76,101.00.

16. Minimum Plan Enrollment: N/A Covered Units, or 75 % of initial enrollment

YOU have read the foregoing and understand and agree with the terms and conditions of the coverage as set forth by US and as reflected in the Application. YOU represent that YOU have formed YOUR Employee Welfare Benefit Plan in compliance with and in reliance on the applicable provisions of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any other applicable law or regulation. It is agreed that the statements in the Application or in any materials submitted with this Application or attached to it are YOUR representations and shall be deemed material to acceptance of the risk by US and that the Policy is issued by US in reliance on the truth and accuracy of such representations. Should subsequent information become known which, if known prior to issuance of the Policy, would affect the premium rates, factors, terms or conditions for coverage thereunder, WE will have the right to revise the premium rates, factors, terms or conditions as of the Effective Date, by providing written notice to YOU. Any fraudulent statement will render the Policy null and void and claims, if any, will be forfeited. Any revision to the Policy or termination of the Policy is subject to the Time Limit on Certain Defenses provision.

THIS APPLICATION DOES NOT BIND COVERAGE. Upon approval of the application, the Policy evidencing that the coverage is in force will be issued by US through OUR Underwriting Manager. Coverage will commence on the Effective Date set forth in the Policy. This application will attach to and form part of the Policy.

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information may be guilty of insurance fraud.



STOP LOSS
QBSL - 0103WI (09-02)

ACCEPTED BY THE POLICYHOLDER:

Signed at La Crosse, WI
City, State

Date 12/18/17

City of La Crosse
Policyholder (correct legal name)
Valerie Tenake Director of Finance
By (Officer's name and title) *Subject to City Council approved 1/11/18*

Rae Anne Beaudry
Signature of Policyholder's Broker/Agent of Record
Consultant
Rae Anne Beaudry, The Horton Group
Print Broker/Agent of Record

ACCEPTED BY THE COMPANY:

Signed at Marblehead, Massachusetts

Date November 29, 2017

[Signature]
On behalf of the Company
QBE Insurance Corporation

Steven L. Gransbury, President of A&H

QBE North America
By (Officer's name and title)