

**VOLUNTARY GROUP LIFE INSURANCE
CERTIFICATE**

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POLICYHOLDER DATA PAGE

**EMPLOYEE/DEPENDENT SPOUSE
AMOUNTS OF INSURANCE AVAILABLE
AND PREMIUM SCHEDULE**

**MONTHLY RATES FOR INSURED'S AND SPOUSE'S LIFE INSURANCE
(SUBJECT TO CHANGE)**

MONTHLY RATES

Group Voluntary Life Rates	A \$10,000		B \$25,000		C \$50,000		D \$75,000		E \$100,000	
	Non- Smoker	Smoker	Non- Smoker	Smoker	Non- Smoker	Smoker	Non- Smoker	Smoker	Non- Smoker	Smoker
Age										
20-29	0.81	1.60	1.83	3.96	3.61	7.83	5.36	11.61	7.06	15.29
30-34	0.81	1.73	1.83	4.27	3.61	8.43	5.36	12.50	7.06	16.47
35-39	0.94	2.18	2.13	5.17	4.22	10.20	6.25	15.11	8.24	19.89
40-44	1.44	3.67	3.54	9.03	6.98	17.75	9.83	26.10	12.69	34.23
45-49	2.08	5.74	5.12	14.09	10.10	27.67	14.51	40.78	18.92	53.43
50-54	3.46	8.74	8.53	21.47	16.85	42.20	24.96	62.23	32.87	81.59
55-59	5.69	13.03	13.11	31.22	25.90	61.41	38.39	90.61	50.59	118.87
60-64	9.04	19.96	20.68	49.00	40.44	96.29	59.92	141.95	78.92	186.07
65-69	15.21	31.90	36.72	78.22	72.38	153.49	107.02	225.97	140.68	295.83
Age	Rate				Reduction Schedule					
70-74	\$4.75 per thousand dollars of coverage.				50% reduction of original benefit amount (maximum coverage: \$10,000)					
75-79	\$7.25 per thousand dollars of coverage.				additional 25% reduction from original benefit amount for a total of 75%.					
80-84	\$10.10 per thousand dollars of coverage.				75% reduction of original benefit amount					

Additional Life Insurance is available to the Insured to a maximum amount of \$500,000. Special Home Office approval, which will be based on evidence of insurability satisfactory to Western Mutual Insurance, must be obtained for all amounts in excess of \$25,000. A spouse may be eligible for as much as the Insured's amount, up to \$100,000.

**ELIGIBLE DEPENDENT CHILDREN
TERM INSURANCE AVAILABLE**

\$3,000 Per Unit – Limit: 2 Units (\$6,000)*

**One Unit – Monthly Cost \$1.00
Two Units – Monthly Cost \$2.00**

*The Death Benefit is limited to \$500 for infants from age 14 Days to 6 Months and \$1,000 for infants from age 6 Months to one year. This limitation applies regardless of number of Units selected.

ELIGIBILITY

Eligible Employees Defined -- An "Eligible Employee" is each full-time, permanent employee of the Employer ("the Policyholder") who: (1) is under 85 years of age; (2) regularly works at least 80 hours per month for the Employer; and (3) has been so employed for at least 31 consecutive days, and (4) has submitted evidence of insurability satisfactory to the Company. For employees whose initial coverage begins between age 70 - 84, only the employer provided amount of coverage is available and is subject to the reduction schedule. No additional coverage may be applied for. Employees who are insured before age 70 will follow the reduction schedule once they reach age 70.

Eligible Dependents Defined -- An "Eligible Dependent" is an Insured's legal spouse under 85 years of age and each of an Insured's unmarried, dependent children who are over age 14 days but under 23 years of age. No person will be considered an Insured Dependent of more than one Insured, and no person may be considered both an Insured and an Insured Dependent at the same time. No child will be an Insured Dependent while less than 14 days old. No Dependent may become insured until the employee, if eligible, becomes insured hereunder. Spouses age 70 - 84 will be covered as an Insured Dependent if the original coverage begins after age 70. Spouses who are an Insured prior to age 70 will follow the reduction schedule upon reaching age 70.

Actively at Work or Active Work Defined -- "Actively at Work" or "Active Work" means currently performing the duties of the Insured's regular employment with the Employer, at the usual place(s) of work and on the Insured's normal work schedule.

PART I EMPLOYER PROVISIONS

The Company agrees to consider providing insurance under the Policy for the Eligible Employees of the Policyholder named on the face page of the Policy.

General – The Policyholder is liable for all premiums due the Company from its employees. The Policyholder will act for and on behalf of any and all employees as to this Policy, and those employees will be bound by every act done by, agreement made with, or notices given to the Policyholder as to this Policy. Persons may be insured under the Policy only through one Group Employer.

Certificates of Insurance – The Company will issue individual certificates of insurance to the Policyholder, and each Policyholder will deliver a certificate to each of its Insureds. The certificate will describe the Insured's coverage under the Policy including any limitations and requirements, which pertain to Insured Persons.

Effective Date – A Group Employer will become the Policyholder on the date shown as the Date of Issue on the Policy Face Page.

Termination -- A Group Employer will cease to be a Policyholder on the earliest of the following dates:

1. The date the Group Employer ends or suspends active business or goes into bankruptcy or receivership;
2. The date the Group Employer loses its entity through dissolution, merger or otherwise;

3. The date the Company receives the Policyholder's written notice to terminate, or a later date if the Policyholder has so stated in that notice;
4. The date the Company has specified in writing to the Policyholder to terminate as allowed in this provision;
5. The date this Policy terminates.

Any Insured Person whose insurance is terminated due to the above will have the same rights as if the entire Policy had terminated.

PART II GENERAL PROVISIONS

Entire Contract; Changes – The Policy, the application of the Policyholder, and the individual applications of the insured Persons form the entire contract. In the absence of fraud, any statement made by the policyholder or by any Insured Person will be deemed a representation and not a warranty. No such statement will void the insurance or reduce benefits under the Policy unless: (1) the statement is contained in a written instrument signed by the Policyholder; and (2) a copy of that instrument is or has been furnished to the Policyholder or to the Insured Person or the Insured Person's beneficiary, as the case may be.

No change in the Policy will be valid unless approved by an executive officer of the Company. Any such approval must be endorsed on or attached to the Policy. No agent has the authority to change the Policy or to waive any of its provisions.

Incontestability – The validity of the Policy will not be contested after it has been in force for two years from its Date of Issue, except as to: (1) nonpayment of premiums; and (2) any provisions relating to benefits for death by accident, if any. After an Insured Person has been insured under the Policy for two years during his or her lifetime, no statement, except a fraudulent one, made by the Insured Person as to his or her insurability will be used to contest a claim under the Policy.

Conformity with State Statues – Any provision of the Policy which, on its Date of Issue, is in conflict with the laws of the state in which the Policy was delivered or issued for delivery is amended to conform to the minimum requirements of those laws.

Alteration of Contract – This contract may be amended and changed at any time by written agreement between the Company and the Policyholder. Any such amendment or change is subject to the laws of the state in which this contract is delivered. Premium rates may be changed at any time upon sixty (60) days written notice to the Employer.

Time Effective – All dates used in the Policy will begin at 12:01 A.M. Standard Time. Time will be determined at the address of the Policyholder where the Policy is delivered.

Policy Inspection – The Policy may be inspected at the office of the Policyholder where it is delivered. Inspection may be limited to the Policyholder's regular business hours.

Misstatement of Age – If an insured Person's age has been misstated and premiums for the Policy vary by age, premiums for that person will be adjusted. The Company must then be paid at the actual premium required at the true age of the Insured Person.

Assignment – No assignment of any benefit provided by the Policy will be valid unless: (1) made during the Insured's lifetime; and (2) agreed to in writing by the Company. The Company is not bound by any assignment until (a) it has received the original or a copy of the assignment; and (b) it has acknowledged the assignment, in writing, before payment of the benefit. The Company assumes no responsibility for the legality of any assignment.

Claim Forms – When the Company receives the notice of claims, it will send the claimant forms for filing proof of loss. If these forms are not given to the claimant within 15 days, the claimant will meet the proof of loss requirements by giving the Company a written statement of the nature and extent of the loss within the time limit stated in “Proofs of Loss” below.

Proofs of Loss – The Company must be given written proof of a covered loss within 12 months after that loss. If it was not reasonably possible to give this proof in the time required, the Company will not reduce or deny the claims for this reason if the proof is filed as soon as reasonably possible.

Time Payment of Claims – The Company will pay any benefit due in accordance with the laws of the state in which the Policy was delivered or issued for delivery, upon receipt of proper written proof of loss.

Claim Examination – The Company will have the right and opportunity to examine the body of the Covered Insured and, if not prohibited by law, to have an autopsy performed at Company expense.

Legal Actions – No legal action may be brought to recover under this Part of the Policy within 60 days after written proof of loss has been given as required by the Policy. No such action may be brought after 3 years from the time written proof of loss is required to be given.

PART III LIFE INSURANCE FOR INSUREDS

The Insured’s life insurance amount is stated on the Certificate Face Page. The Company will pay that amount if: (1) the Insured dies while insured under the Policy; and (2) due proof of the Insured’s death is received by the Company. Amounts payable will be subject to the provisions below.

Beneficiary – The Company will pay the amount of life insurance to the beneficiary named by the Insured as shown in the Company’s records. If no named beneficiary survives the Insured, the Company will pay the amount to the Insured’s estate. Any amount payable to a minor may be paid to the minor’s legal guardian.

Naming the Beneficiary – The Insured may name the beneficiary. The Insured may also change a beneficiary. Any such naming or change must be: (1) filed with the Company; and (2) written in a form which the Company approves. It will become effective on the date the form is signed by the Insured. Any payment made by the Company in good faith before it received the written form will release the Company from liability to the extent of the payment. If the Insured has named two or more beneficiaries, and the amounts are not stated, any amounts paid will be shared equally among the beneficiaries.

Optional Settlement – The Insured’s beneficiary, if other than an estate, may elect an optional settlement of the benefit, if an option has not been elected previously by the Insured. An optional settlement may not be elected if the total amount of the proceeds to be settled is less than \$1,000. The amounts and terms of the monthly payments will be in accordance with the Company’s practice at the time election is made.

Notice of Death – Written notice of death of an Insured must be furnished to the Company within 12 months after the date of death. Failure to furnish notice as required relieves the Company of any liability under the Policy as to death. If it was not reasonably possible to give this proof in the time required, the Company will not reduce or deny the claims for this reason if the proof is filed as soon as reasonably possible.

Suicide Exclusion – If an Insured dies by suicide within the two year period after the effective date of that Insured’s life insurance under the Policy, the Company’s liability as to

Conversion Option – This option applies only to Insureds for whom life insurance is provided under the Policy. The option is available when the Insured's life insurance ends because: (1) he or she is no longer an Eligible Employee of the Group Employer under the Policy; (2) the Policy terminates; or (3) the Policy is amended to terminate the life insurance on any class of Insureds.

Conversion Policy – Exercise of this option entitles a person to a personal policy of life insurance. That policy will be referred to in this provision as the Conversion Policy. The Conversion Policy will be issued by the Company without evidence of insurability. When so issued it will not contain disability benefits or increased benefits for accidental death. The person converting may elect that the conversion Policy be on any form, except term insurance, then being issued on a usual basis by the Company to persons of the same age for the same amounts. Premium for the Conversion Policy will be based on the person's age on the date the Conversion Policy is issued. Premium for the Conversion Policy will be at the Company's usual premium rate for the form and amount being issued. The class of risk upon which the premium rate will be based will be that class to which the person converting belongs at the time of conversion.

Conversion Amount of Insurance – A person who converts due to loss of eligibility, including termination of employment, may elect any amount of insurance not to exceed the amount of life insurance being terminated under the Policy. A person who converts due to any other cause of termination under the Policy, may elect an amount of insurance as follows:

1. If life insurance under the Policy has been in force on such person for less than three years, no amount of life insurance may be converted;
2. If life insurance under the Policy has been in force on such person for three years or more, an amount not to exceed the smaller of:
 - (a) the amount of life insurance on such person being terminated under the Policy, less the amount of life insurance which such person is or becomes eligible under any other group policy within 31 days after such termination; or
 - (b) \$10,000.00.

Conversion Election – To elect the conversion option a person must make application and pay the first premium to the Company within 31 days after the termination of his or her life insurance under the Policy. The Conversion Policy will become effective as of the day following such termination. A person must be furnished with written notice of his or her right of conversion at least 15 days before the end of the 31-day period allowed for conversion election. If written notice is not so furnished, that person's right to elect conversion will be extended to the earlier of: (1) the end of the 15 day period following the date notice is furnished; or (2) the end of the 91 day period following the date of termination. Written notice presented to the person or mailed by the Policyholder to the last known address of that person or mailed by the Company to the last known address of that person as furnished by the Policyholder shall constitute furnishing notice for purposes of this provision.

Death during Conversion Period – If an Insured who is entitled to convert his or her life insurance, but does not do so, dies within the time specified above for application, the Company will pay a death benefit under the Policy equal to the amount the Insured was entitled to convert.

DEPENDENT LIFE INSURANCE BENEFITS

(To be attached to the Insured's Certificate when coverage is provided to the Insured's Dependent(s) under the Policy)

PART VI ELIGIBILITY AND EFFECTIVE DATE OF DEPENDENTS COVERAGE

Eligible Dependents – The Insured's legal spouse under 85 years of age, and each of the Insured's unmarried dependent children who are at least 14 days of age but under 23 years of age are Eligible Dependents. No person will be considered an Insured Dependent of more than one Insured under the Policy. No person may be considered both an Insured and an Insured Dependent at the same time. No child will be an Insured Dependent while less than 14 days old.

Effective Date of Insurance – Except as stated below under "Delayed Effective Date," an Eligible Dependent will become an Insured Dependent on the first Premium Due Date: (1) after an enrollment application has been approved by the Company as to that dependent; and (2) as of which the required premium is paid to the Company; provided, however, that a Dependent child who is born to the Insured while another child of the Insured is an insured child will become an Insured Dependent if living at the age of 14 days, subject to the payment of any added premium which may be required. An enrollment application will not be deemed approved unless and until the Company may require under its then uniform underwriting rules.

Delayed Effective Date – A person cannot become an Insured Dependent on any day on which that person is Confined, as defined below. Such person will become an Insured Dependent on the first Premium Date after he or she ceases to be Confined. The delayed effective date is otherwise subject to the "Effective Date of Insurance" provision above. Likewise any change in an Insured Dependent's coverage under the Policy due to an change in classification or an election of additional benefits cannot take effect while the Insured Dependent is Confined; any such change will then take effect on the first Premium Due Date after he or she ceases to be Confined.

Confined – "Confined" means either (1) house confined for medical reasons at the direction and under the care of a medical doctor (M.D.) or a doctor of osteopathy (D.O.); or (2) confined in an institution operated for the care of mentally or physically sick, injured or disabled persons.

PART VII LIFE INSURANCE FOR DEPENDENTS

Except as provided below as to certain Insured Children, the Insured Dependent's life insurance is the amount stated on the Certificate Face Page. The Company will pay the applicable Insured Dependent's life amount if: (1) that Insured Dependent dies while insured for Dependent life insurance under the Policy; and (2) due proof of the Insured Dependent's death is received by the Company. Amounts payable will be subject to the provisions below.

Reduced Amount for Certain Insured Children – Notwithstanding the amount elected in the enrollment application as to an Insured Child, the life insurance payable upon the death of that child will not exceed:

1. \$500.00 if the death occurs before the child has attained the age of six months, except that if the child is less than 14 days old, no benefit will be payable; or
2. \$1000.00 if the death occurs before the child has attained the age of one year.

Beneficiary – The Company will pay the applicable Dependent's life amount to the beneficiary named by the Insured as shown in the Company records. If no named

beneficiary survives the Insured, the Company will pay the amount to the Insured's estate. Any amount payable to a minor may be paid to the minor's legal guardian.

Naming of Beneficiary – The Insured may name the beneficiary for each Insured Dependent. The Insured may also change a beneficiary. Any such naming or change must be: (1) filed with the Company; and (2) written in a form which the Company approves. It will become effective on the date the form is signed by the Insured. Any payment made by the Company in good faith before it received the written form will release the Company from liability to the extent of that payment. If the Insured has named two or more beneficiaries, and the amounts are not stated, any amounts paid will be shared equally among the beneficiaries.

Optional Settlement – The Insured Spouse's beneficiary, if other than an estate, may elect an optional settlement of the benefit, if an option has not been elected previously by the Insured. An optional settlement may not be elected if the total amount of the proceeds to be settled is less than \$1,000. The amounts and terms of the monthly payments will be in accordance with the Company's practice at the time election is made.

Notice of Death – Written notice of death of an Insured Dependent must be furnished to the Company within 12 months after the date of death. Failure to furnish notice as required relieves the Company of any liability under the Policy as to such death. If it was not reasonably possible to give this proof in the time required, the Company will not reduce or deny the claims for this reason if the proof is filed as soon as reasonably possible.

Suicide Exclusion – If an Insured Dependent dies by suicide within the 2 year period after the effective date of that dependent's life insurance under this Part VII, the Company's liability as that life insurance will be limited to an amount equal to the premium paid for that insurance. This exclusion applies whether the Insured Dependent is sane or insane.

PART VIII TERMINATION OF DEPENDENT'S INSURANCE

Termination of Dependent's Insurance – Except as may be otherwise stated in the Policy, if an Insured Dependent ceases to be insured, all of his or her insurance under the Policy will end. An Insured Dependent will cease to be insured as of the earliest of the following dates:

1. The date the Policy Terminates;
2. The first Premium Due Date on which the Insured with respect to whom that dependent is an Insured Dependent is no longer an Insured under the Policy;
3. The first Premium Due Date on which the Insured Dependent fails to fully meet the definition of an Eligible Dependent. "Eligible Dependents" are defined in the preceding section.

PART IX LIFE INSURANCE CONVERSION FOR INSURED DEPENDENTS

Conversion Option – This option applies only to the Insured Dependents for whom life insurance is provided under the Policy. The option is available when the Insured Dependent's life insurance ends because: (1) he or she is no longer an Eligible Dependent under the Policy; (2) insurance ends as to the Insured with respect to whom that dependent is an Insured Dependent; (3) the Policy terminates; or (4) the Policy is amended to terminate the life insurance on any class of persons.

Conversion Policy – Exercise of this option entitles a person to a personal policy of life insurance. That policy will be referred to in this provision as the Conversion Policy. The Conversion Policy will be issued by the Company without evidence of insurability. When so

insured it will not contain disability benefits or increased benefits for accidental death. The person converting may elect that the Conversion be on any form, except term insurance, then being issued on a usual basis by the Company to persons of the same age for the same amounts. Premium for the Conversion Policy will be based on the person's age on the date the Conversion Policy is issued. Premium for the Conversion Policy will be at the Company's usual premium rate for the form and amount being issued. The class of risk upon which the premium rate will be based will be that class to which the person converting belongs at the time of conversion.

Conversion Amount of Insurance – A person who converts due to loss of eligibility, including termination of an Insured's insurance, may elect any amount of insurance not to exceed the amount of life insurance being terminated under the Policy. A person who converts due to any other cause of termination under the Policy, may elect an amount of insurance as follows:

1. If life insurance under the Policy has been in force on such person for less than three years, no amount of life insurance will be converted;
2. If life insurance under the Policy has been in force on such person for three years or more, an amount not to exceed the smaller of:
 - (a) the amount of live insurance on such person being terminated under the Policy, less the amount of life insurance which such person is or becomes eligible under any other group policy within 31 days after such termination; or
 - (b) \$10,000.00

Conversion Election – To elect the conversion option, a person must make application and pay the first premium to the Company within 31 days after the termination of his or her life insurance under the Policy. The Conversion Policy will become effective as of the day following such termination. A person must be furnished with written notice of his or her right of conversion at least 15 days before the end of the 31-day period allowed for conversion election. If written notice is not furnished, that person's right to elect conversion will be extended to the earlier of: (1) the end of the 15 day period following the date notice is furnished; or (2) the end of the 91 day period following the date of termination. Written notice presented to the person or mailed by the Policy holder to the last known address of that person or mailed by the company to the last known address of that person as furnished by the Policy holder shall constitute furnishing notice for purposes of the provision.

Death During Conversion Period – If an Insured Dependent who is entitled to convert his or her life insurance, but does not do so, dies within the time specified above for application, the Company will pay a death benefit under the Policy equal to the amount that Insured Dependents was entitled to convert.

**WESTERN MUTUAL INSURANCE
ENDORSEMENT
TO
CERTIFICATE FORM NO. WMI VGL CERT (1/01)**

The foregoing certificate form is endorsed as follows for individuals insured through Employers that are domiciled in the state of Montana:

* * *

Part II

GENERAL PROVISIONS

* * *

Interest Payment on Claims - The Company will pay any benefit due within 60 days of receipt of proper written proof of loss. If payment is made after the first 30 days, the payment will include interest from the 30th day until the date of payment. Interest shall be paid at the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the ninth federal reserve district at the time of proof of death.

* * *