**The Guardian** Life Insurance Company of America

A Mutual Company - Incorporated 1860 by the State of New York
7 Hanover Square, New York, New York 10004

**POLICYHOLDER:** SHAWNEE STATE UNIV.

| **GROUP POLICY NUMBER** | **DELIVERED IN** | **POLICY DATE** |
| --- | --- | --- |
| G-00494678 | Ohio | January 1, 2014 |

**POLICY ANNIVERSARIES:** January 1st of each year, beginning in 2015

**THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA** (herein called the Insurance Company) in consideration of the Application for this Policy and of the payment of premiums as stated herein, **AGREES** to pay benefits in accordance with and subject to the terms of this Policy.

Premiums are payable by the Policyholder as hereinafter provided. The first premium is due on the Policy Date, and subsequent premiums are, during the continuance of this Policy, due on the 1st of each month

This Policy is delivered in the jurisdiction specified above and is governed by the laws thereof.

The provisions set forth on the following pages are part of this Policy.

This Policy takes effect on the Policy Date specified above.

IN WITNESS WHEREOF, THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA has caused this Policy to be executed as of January 9, 2014 which is its date of issue.

Stuart J Shaw

Vice President, Risk Mgt. & Chief Actuary

**GROUP INSURANCE POLICY**
**PROVIDING**
**BENEFITS AS DESCRIBED HEREIN**

Dividends Apportioned Annually

## THIS IS NOT INSURANCE

## Discount Programs

Guardian planholders and covered persons can receive discounts on certain services and supplies from various companies.

These services and supplies are not covered by this plan. The entire discounted price must be paid directly to the company.

When this plan ends, access to these discounts for the planholder and for all covered persons end. When a covered person's coverage under this plan ends, his or her access to the discounts ends.

We reserve the right to change the terms of, or terminate, any of these programs at any time.

Planholders and covered persons will be provided with complete details regarding each program, including: (a) what is discounted, (b) the amount of the discounts; (c) how the discounts can be accessed; and (d) a telephone number to call with questions about the program.

The programs are:

**Office Max -** Discounts for planholders and covered persons on many office services and supplies.

**Dell Computers -** Discounts for planholders on computers and related equipment.

**Epic Hearing Care -** Discounts for planholders and covered persons on hearing exams and hearing aids.

**1-800-Flowers -** Discounts for planholders and covered persons on many floral products.

GP-1-VAP-07 P119.0004

## SCHEDULE OF INSURANCE AND PREMIUM RATES

This plan's classifications, and the option packages of benefits which are available to covered persons who are members of each classification, are shown below.

### Class Description

***Class 0001*** ALL ELIGIBLE FACULTY

***Class 0002*** ALL ELIGIBLE ADMINISTRATORS AND HOURLY EMPLOYEES

GP-1-SI P130.1566

### Option Packages Available

Employees may choose from the benefit packages available to members of their class. The option packages are summarized in "Summary of Option Packages" below.

GP-1-SI P130.1710

Members of Class 0001 may choose from benefit option packages A.

GP-1-SI P130.1568

Members of Class 0002 may choose from benefit option packages B.

GP-1-SI P130.1568

### Summary of Option Packages

The following are summaries of the benefit option packages available. For a complete explanation of the benefits provided by this plan, including all limitations and exclusions, please read the entire plan.

GP-1-SI P130.1585

***Option A*** Employee Basic Term Life Insurance in the amount of $50,000.00.

GP-1-SI P130.1586

Employee Optional Term Life.

GP-1-SI P130.3918

Employee Accidental Death and Dismemberment Insurance in the amount of $50,000.00

GP-1-SI P130.1606

Employee Voluntary AD&D in an amount selected by the employee.

GP-1-SI P130.2609

Dependent Voluntary Accidental Death & Dismemberment Insurance in an amount selected by the employee for an employee's spouse, and dependent children.

GP-1-SI P130.7534

Dependent Optional Term Life in an amount selected by the employee for an employee's spouse, and dependent children.

GP-1-SI P130.1616

Long Term Disability Income Insurance in a monthly amount determined by the plan(s) selected by the employee.

GP-1-SI P130.5331

***Option B*** Employee Basic Term Life Insurance in the amount of 250% of the employee's annual earnings, rounded to the next higher $1,000.00, if not already a multiple thereof, to a maximum of $400,000.00, but not less than $10,000.00.

GP-1-SI P130.4627

Employee Optional Term Life.

GP-1-SI P130.3918

Employee Accidental Death and Dismemberment Insurance in the amount of 250% of the employee's annual earnings, rounded to the next higher $1,000.00, if not already a multiple thereof, to a maximum of $400,000.00, but not less than $10,000.00.

GP-1-SI P130.4633

Employee Voluntary AD&D in an amount selected by the employee.

GP-1-SI P130.2609

Dependent Voluntary Accidental Death & Dismemberment Insurance in an amount selected by the employee for an employee's spouse, and dependent children.

GP-1-SI P130.7534

Dependent Optional Term Life in an amount selected by the employee for an employee's spouse, and dependent children.

GP-1-SI P130.1616

Long Term Disability Income Insurance in a monthly amount determined by the plan(s) selected by the employee.

GP-1-SI P130.5331

## *All Options* — Schedule of Benefits

### *Employee Basic Term Life Insurance*

*GP-1-SI* *P130.1995*

***Option A***

***Basic Term Life Insurance Amount*** The Insurance Amount is . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . $50,000.00

GP-1-SI P130.2003

***Option B***

***Basic Term Life Insurance Amount*** An amount equal to 250% of the employee's annual earnings, rounded to the next higher $1,000.00, if not already a multiple thereof, to a maximum of $400,000.00, but not less than $10,000.00.

GP-1-SI P130.2891

***Option B***

***Redetermination*** Subject to any of the plan's proof of insurability requirements, the employee's basic life insurance amount will be redetermined each January 1st , to an amount in accordance with the parameters enumerated above, on the basis of his or her then current annual earnings. If the employee is not actively at work on a full-time basis on that date, the insurance amount will be redetermined on the date he or she returns to active full-time service. However, if the benefits were previously reduced because of an age or retirement reduction, the benefit will not be redetermined due to the change in earnings.

GP-1-SI P130.2005

***Option B***

***Earnings Definition***

Annual earnings means an employee's annual rate of earnings excluding bonuses, commissions, expense accounts, overtime pay and any other extra compensation. We do not include pay for hours worked or billed over 40 per week.

Any employee compensation based on such employee's annual earnings which is deposited into a cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section 401(k), 403(b) or 457 is included. Earnings based on excluded income and employer contributions deposited into such 401(k), 403(b) or 457 plan are excluded.

Annual earnings is calculated using the earnings components described above applicable as of the most current redetermination date on which the employer has provided earnings data to us. Proof of earnings will be required. Proof may consist of: (1) copies of the covered person's U.S. Individual Income Tax Returns; (2) a statement from a certified public accountant; or (3) any other records we agree to accept.

GP-1-SI P130.5650

***All Options***

***Reduction of Basic Life Insurance Amount Based on Age***

If an employee is less than age 65 when his or her insurance under this plan starts, his or her insurance amount is reduced, on the date he or she reaches age 65, by 35% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 65 but before he or she reaches age 70.

If an employee is less than age 70 when his or her insurance under this plan starts, the employee's insurance amount is reduced, when he or she reaches age 70, by 60% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 70 but before he or she reaches age 75.

If an employee is less than age 75 when his or her insurance under this plan starts, the employee's insurance amount is reduced, when he or she reaches age 75, by 75% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 75 but before he or she reaches age 80.

If an employee is less than age 80 when his or her insurance under this plan starts, the employee's insurance amount is reduced, when he or she reaches age 80, by 85% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 80.

GP-1-SI P130.1973

***All Options***

***Limitations For Future Entrants*** However, regardless of any of the above reductions, we limit the amount of insurance for which the employee is eligible if an employee's insurance under this plan starts both: (a) after this plan's effective date; and (b) after he or she reaches age 70.

If an employee provides us with proof of insurability, and we approve it in writing, the amount of his or her insurance will be 50% of the amount which otherwise applies to his or her classification and/or option. But in no event will this reduced amount be less than $10,000.00.

If we do not approve the employee's proof, his or her insurance amount will be $10,000.00.

GP-1-SI P130.2572

## *All Options* — Schedule of Benefits

***Employee Basic Accidental Death and Dismemberment Insurance (AD&D)***

*GP-1-SI* *P130.2021*

***Option A***

***Basic AD&D Insurance Amount*** Insurance Amount . . . . . . . . . . $50,000.00

GP-1-SI P130.1945

***Option B***

***Basic AD&D Insurance Amount*** An amount equal to 250% of the employee's annual earnings, rounded to the next higher $1,000.00, if not already a multiple thereof, to a maximum of $400,000.00, but not less than $10,000.00.

GP-1-SI P130.2897

***All Options***

**Spousal Education and Retraining Benefit**

***Lifetime Maximum Benefit*** $20,000

***Maximum Number Of Benefit Payments***

Full-Time Post Secondary Education . . . . . . . . . . 8

Part-Time Post Secondary Education . . . . . . . . . . 4

GP-1-SI P130.4220

***Employee Basic Accidental Death and Dismemberment Insurance (AD&D) (Cont.)***

***All Options***

**Dependent Child Education Benefit**

***Lifetime Maximum Benefit*** $20,000.00 per eligible dependent

***Maximum Number Of Benefit Payments*** 8 per lifetime per eligible dependent

***Maximum Benefit Period*** 6 years from the date the first education benefit is made; per eligible dependent.

GP-1-SI P130.4221

***Option B***

***Redetermination*** Subject to any of the plan's proof of insurability requirements, the employee's basic AD&D insurance amount will be redetermined each January 1st , to an amount in accordance with the parameters enumerated above, on the basis of his or her then current annual earnings. If the employee is not actively at work on a full-time basis on that date, the insurance amount will be redetermined on the date he or she returns to active full-time service. However, if the benefits were previously reduced because of an age or retirement reduction, the benefit will not be redetermined due to the change in earnings.

GP-1-SI P130.2024

***Option B***

***Earnings Definition*** Annual earnings means an employee's annual rate of earnings excluding bonuses, commissions, expense accounts, overtime pay and any other extra compensation. We do not include pay for hours worked or billed over 40 per week.

Any employee compensation based on such employee's annual earnings which is deposited into a cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section 401(k), 403(b) or 457 is included. Earnings based on excluded income and employer contributions deposited into such 401(k), 403(b) or 457 plan are excluded.

Annual earnings is calculated using the earnings components described above applicable as of the most current redetermination date on which the employer has provided earnings data to us. Proof of earnings will be required. Proof may consist of: (1) copies of the covered person's U.S. Individual Income Tax Returns; (2) a statement from a certified public accountant; or (3) any other records we agree to accept.

GP-1-SI P130.5650

***Employee Basic Accidental Death and Dismemberment Insurance (AD&D) (Cont.)***

***All Options***

***Reduction of Basic AD&D Amount Based on Age***

If an employee is less than age 65 when his or her insurance under this plan starts, his or her insurance amount is reduced, on the date he or she reaches age 65, by 35% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to an employee’s initial insurance amount if his or her insurance starts after he or she reaches age 65 but before he or she reaches age 70.

If an employee is less than age 70 when his or her insurance under this plan starts, the employee’s insurance amount is reduced, when he or she reaches age 70, by 60% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to an employee’s initial insurance amount if his or her insurance starts after he or she reaches age 70 but before he or she reaches age 75.

If an employee is less than age 75 when his or her insurance under this plan starts, the employee’s insurance amount is reduced, when he or she reaches age 75, by 75% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to an employee’s initial insurance amount if his or her insurance starts after he or she reaches age 75 but before he or she reaches age 80.

If an employee is less than age 80 when his or her insurance under this plan starts, the employee’s insurance amount is reduced, when he or she reaches age 80, by 85% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to an employee’s initial insurance amount if his or her insurance starts after he or she reaches age 80.

GP-1-SI P130.2498

***All Options***

***Limitations For Future Entrants***

However, regardless of any of the above reductions, we limit the amount of insurance for which the employee is eligible if an employee’s insurance under this plan starts both: (a) after this plan’s effective date; and (b) after he or she reaches age 70.

If an employee provides us with proof of insurability, and we approve it in writing, the amount of his or her insurance will be 50% of the amount which otherwise applies to his or her classification and/or option. But in no event will this reduced amount be less than $10,000.00.

If we do not approve the employee’s proof, his or her insurance amount will be $10,000.00.

GP-1-SI P130.2559

*GP-1-SI* *P130.2034*

***All Options***

***Optional Life Enrollment Period***

The employee may choose to be insured under one of the plans of optional term life insurance shown below. The employee may only be insured under one plan at a time. The employee must notify the employer of his or her election and pay the required premium.

The employee may switch to another plan of optional term life insurance during the optional life enrollment period. Each year, the optional life enrollment period starts on December 1st and ends on December 31st . We may require proof of insurability before the employee becomes insured under the new plan of benefits. See below for details. If we do not require proof, the employee will become insured under the new plan of benefits as of the January 1st which coincides with or next follows the end of the optional life enrollment period.

GP-1-SI P130.2561

***Optional Term Life Insurance Amount***

***Plan A***

The employee may elect amounts of optional term life insurance in increments of $1,000.00, but the amount may not be less than $20,000.00 and may not exceed $500,000.00.

GP-1-SI P130.2035

***All Options***

***Reduction of Optional Life Insurance Amount Based on Age***

If an employee is less than age 65 when his or her insurance under this plan starts, his or her insurance amount is reduced, on the date he or she reaches age 65, by 35% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 65 but before he or she reaches age 70.

If an employee is less than age 70 when his or her insurance under this plan starts, the employee's insurance amount is reduced, when he or she reaches age 70, by 60% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 70 but before he or she reaches age 75.

If an employee is less than age 75 when his or her insurance under this plan starts, the employee's insurance amount is reduced, when he or she reaches age 75, by 75% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 75 but before he or she reaches age 80.

If an employee is less than age 80 when his or her insurance under this plan starts, the employee's insurance amount is reduced, when he or she reaches age 80, by 85% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 80.

GP-1-SI P130.2524

***All Options***

***Proof of Insurability Requirements***

Proof of insurability requirements apply to the optional term life insurance. Such requirements may apply to the full benefit amount or just part of it. When proof of insurability requirements apply, it means the employee must submit to us proof that he or she is insurable, and we must approve that proof in writing before the insurance, or the specified part becomes effective.

We require proof as follows:

GP-1-SI P130.2444

***All Options***

We require proof before we will insure any employee who enrolls for optional term life insurance after the time allowed for enrolling as specified in this plan.

***All Options***

We require proof for amounts of optional term life insurance in excess of $150,000.00.

***All Options***

We require proof for amounts of optional term life insurance in excess of $50,000.00, if an employee's scheduled optional term life effective date is after he or she reaches age 65.

GP-1-SI P130.3225

***All Options***

We require proof for amounts of optional term life insurance in excess of $10,000.00, if an employee's scheduled optional term life effective date is after he or she reaches age 70.

GP-1-SI P130.3225

***All Options***

We require proof before an employee switches from his or her current increment of optional term life insurance to an increment which provides a greater amount of insurance.

### *All Options*

***Annual Election*** After an employee initially enrolls for Employee Optional Term Life Insurance benefits the employee may elect to increase the elected insurance amount by selecting the next higher plan from the amounts shown above, up to a maximum increase of $50,000. This option is available during the Optional Life Enrollment Period, as determined by the planholder. Proof of insurability will not be required for increases provided the insurance amount does not exceed the amount of Employee Optional Term Life Insurance for which proof of insurability is required.

In the event proof of insurability is required and has been submitted and approved by us, proof for additional increases will be required on the second anniversary of the approval date.

If proof of insurability was required and the employee was declined, the employee will no longer be eligible for additional increases without submitting subsequent proofs of insurability.

Dependent Optional Term Life Insurance will not automatically increase and will require proof of insurability.

GP-1-SI-12 P130.8839

### *All Options*

## Schedule of Benefits

*Employee Voluntary Accidental Death and Dismemberment Insurance (AD&D)*

### *All Options*

***Voluntary AD&D Enrollment Period*** The employee may choose to be insured under one of the plans of voluntary AD&D insurance which is equal to 100% of the Voluntary Life Amount not to exceed $500,000.00. The employee may only be insured under one plan at a time. The employee must notify the employer of his or her election and pay the required premium.

The employee may switch to another plan of benefits at any time, subject to any of this plan’s proof of insurability requirements. The employee must notify the employer of any desired switch and the amount must be 100% of the Voluntary Life amount.

GP-1-SI P130.7525

***Voluntary AD&D Insurance Amount***

### *Plan A*

The employee may elect amounts of voluntary AD&D insurance in increments of $1,000.00, but the amount may not be less than $20,000.00 and may not exceed $500,000.00.

GP-1-SI P130.7553

### *All Options*

**Spousal Education and Retraining Benefit**

***Lifetime Maximum Benefit*** $20,000

***Maximum Number Of Benefit Payments***

Full-Time Post Secondary Education . . . . . . . . . . 8

Part-Time Post Secondary Education . . . . . . . . . . 4

GP-1-SI P130.4222

***All Options***

**Dependent Child Education Benefit**

***Lifetime Maximum Benefit*** $20,000.00 per eligible dependent

***Maximum Number Of Benefit Payments*** 8 per lifetime per eligible dependent

***Maximum Benefit Period*** 6 years from the date the first education benefit is made; per eligible dependent.

GP-1-SI P130.4223

***All Options***

***Reduction of Voluntary AD&D Amount Based on Age***

If an employee is less than age 65 when his or her insurance under this plan starts, his or her insurance amount is reduced, on the date he or she reaches age 65, by 35% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 65 but before he or she reaches age 70.

If an employee is less than age 70 when his or her insurance under this plan starts, the employee's insurance amount is reduced, when he or she reaches age 70, by 60% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 70 but before he or she reaches age 75.

If an employee is less than age 75 when his or her insurance under this plan starts, the employee's insurance amount is reduced, when he or she reaches age 75, by 75% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 75 but before he or she reaches age 80.

If an employee is less than age 80 when his or her insurance under this plan starts, the employee's insurance amount is reduced, when he or she reaches age 80, by 85% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 80.

GP-1-SI P130.2534

***All Options***

***Proof of Insurability Requirements***

Proof of insurability requirements apply to the voluntary AD&D insurance. Such requirements may apply to the full benefit amount or just part of it. When proof of insurability requirements apply, it means the employee must submit to us proof that he or she is insurable, and we must approve that proof in writing before the insurance, or the specified part becomes effective.

We require proof as follows:

GP-1-SI P130.7765

***All Options***

We require proof before we will insure any employee who enrolls for voluntary AD&D insurance after the time allowed for enrolling as specified in this plan.

GP-1-SI P130.7769

***All Options***

We require proof before an employee switches from his or her current plan of voluntary AD&D insurance to a plan which provides greater benefits.

GP-1-SI P130.7771

***All Options***

## Schedule of Benefits

***Dependent Optional Term Life Insurance***

***Dependent Optional Life Enrollment Period***

The employee may choose one of the plans of dependent spouse optional term life insurance, and one of the plans of dependent child optional term life insurance shown below. The employee may only be insured under one spouse plan and one child plan at a time. The employee must notify the employer of his or her elections and pay the required premium.

The employee may switch to other plans during the dependent optional life enrollment period. Each year, the dependent optional life enrollment period starts on December 1st and ends on December 31st . We may require proof of insurability before the employee becomes insured under a new plan of benefits. See below for details. If we do not require proof, the employee will become insured under a new plan of benefits as of the January 1st which coincides with or next follows the end of the dependent optional life enrollment period.

GP-1-SI P130.2505

***Optional Dependent Spouse Term Life Insurance Amount***

***Plan A***

The employee may elect amounts of optional dependent spouse term life insurance in increments of $10,000.00, but the amount may not be less than $20,000.00 and may not exceed $250,000.00.

GP-1-SI P130.2509

***Optional Dependent Child Insurance Amount***

***Plan A***

| Child's Age At Death | Benefit Amount |
|---|---|
| At least 14 days but less than 6 months | $2,500.00 |
| At least 6 months but less than 19 years | $2,500.00 |
| At least 19 years but less than 25 years if a full-time student | $2,500.00 |

GP-1-SI P130.2883

***Optional Dependent Child Insurance Amount***

***Plan B***

| Child's Age At Death | Benefit Amount |
|---|---|
| At least 14 days but less than 6 months | $5,000.00 |
| At least 6 months but less than 19 years | $5,000.00 |
| At least 19 years but less than 25 years if a full-time student | $5,000.00 |

GP-1-SI P130.2883

***Optional Dependent Child Insurance Amount***

***Plan C***

| Child's Age At Death | Benefit Amount |
|---|---|
| At least 14 days but less than 6 months | $10,000.00 |
| At least 6 months but less than 19 years | $10,000.00 |
| At least 19 years but less than 25 years if a full-time student | $10,000.00 |

GP-1-SI P130.2883

***All Options***

In no event may the insurance amount of a dependent spouse exceed 100% of the insurance amount of an employee.

GP-1-SI P130.4217-R

***All Options***

***Proof of Insurability Requirements***

Proof of insurability requirements apply to dependent optional term life insurance. Such requirements may apply to the full benefits amount or just part of them. When proof of insurability requirements apply, it means the employee must submit to us proof that a dependent is insurable, and we must approve the proof in writing before the insurance, or the specified part becomes effective.

We require proof as follows:

GP-1-SI P130.2538

We require proof before we will insure any spouse who is enrolled for dependent optional term life insurance after the time allowed for enrolling as specified in this plan.

GP-1-SI P130.2542

We require proof for any amount of dependent optional term life insurance in excess of $30,000.00 with respect to a dependent spouse.

GP-1-SI P130.2544

We require proof for any amount of dependent optional term life insurance in excess of $10,000.00 with respect to a dependent spouse, if the dependent spouse's scheduled dependent optional term life effective date is after he or she reaches age 65.

GP-1-SI P130.4246

***All Options***

We require proof before we will insure any child who is enrolled for dependent optional term life insurance after the time allowed for enrolling as specified in this plan.

GP-1-SI P130.2551

***All Options***

We require proof before an employee switches from his or her current increment of dependent optional term life insurance to an increment which provides a greater amount of insurance.

GP-1-SI P130.3425

## *All Options* — Schedule of Benefits

### *Dependent Voluntary Accidental Death and Dismemberment Insurance (AD&D)*

***Dependent Voluntary AD&D Election***

The employee may choose the plan of dependent spouse voluntary AD&D insurance, and the plan of dependent child voluntary AD&D insurance which is equal to 100% of the voluntary life amount as shown below.

GP-1-SI P130.7620

***All Options***

***Dependent Spouse Voluntary AD&D Insurance Amount***

***Plan A***

The employee may elect amounts of voluntary dependent spouse term AD&D insurance in increments of $10,000.00, but the amount may not be less than $20,000.00 and may not exceed $250,000.00.

GP-1-SI P130.7630

***All Options***

***Dependent Child Voluntary AD&D Insurance Amount***

***Plan A***

| Child's Age At Death | Benefit Amount |
|---|---|
| At least 14 days but less than 6 months | $2,500.00 |
| At least 6 months but less than 19 years | $2,500.00 |
| At least 19 years but less than 25 years if a full-time student | $2,500.00 |

GP-1-SI P130.8099

***All Options***

***Dependent Child Voluntary AD&D Insurance Amount***

***Plan B***

| Child's Age At Death | Benefit Amount |
|---|---|
| At least 14 days but less than 6 months | $5,000.00 |
| At least 6 months but less than 19 years | $5,000.00 |
| At least 19 years but less than 25 years if a full-time student | $5,000.00 |

GP-1-SI P130.8099

***All Options***

***Dependent Child Voluntary AD&D Insurance Amount***

***Plan C***

| **Child's Age At Death** | **Benefit Amount** |
|---|---|
| At least 14 days but less than 6 months | $10,000.00 |
| At least 6 months but less than 19 years | $10,000.00 |
| At least 19 years but less than 25 years if a full-time student | $10,000.00 |

GP-1-SI P130.8099

***All Options***

In no event may the insurance amount of a dependent spouse exceed 100% of the insurance amount of an employee.

GP-1-SI P130.7762-R

***All Options***

## Schedule of Benefits

***Employee Long Term Disability Income Insurance***

*GP-1-SI* *P130.6640*

***All Options***

**Plan A**

***Own Occupation Period***

The first 24 months of benefit payments from this plan.

GP-1-SI P130.5369

***All Options***

**Plan A**

***Elimination Period***

*Elimination Period* During *Disability*

For disability due to injury . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . 90 days

For disability due to sickness . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . 90 days

***Maximum Payment Period for Each Disability:***

See the following table:

| Employee's Year of Birth | Social Security Normal Retirement Age |
|---|---|
| Before 1938 | 65 |
| 1938 | 65 and 2 months |
| 1939 | 65 and 4 months |
| 1940 | 65 and 6 months |
| 1941 | 65 and 8 months |
| 1942 | 65 and 10 months |
| 1943-1954 | 66 |
| 1955 | 66 and 2 months |
| 1956 | 66 and 4 months |
| 1957 | 66 and 6 months |
| 1958 | 66 and 8 months |
| 1959 | 66 and 10 months |
| After 1959 | 67 |

For a disability starting on or after the employee reaches age 60, the maximum payment period will be determined according to the following table:

| Age When Disability Starts | Maximum Payment Period |
|---|---|
| Age 60 | 5.00 years |
| Age 61 | 4.00 years |
| Age 62 | 3.50 years |
| Age 63 | 3.00 years |
| Age 64 | 2.50 years |
| Age 65 | 2.00 years |
| Age 66 | 1.75 years |
| Age 67 | 1.50 years |
| Age 68 | 1.25 years |
| Age 69 or older | 1.00 year |

But if an employee whose disability starts after age 60 reaches the end of the maximum payment from this table before he reaches the Social Security Normal Retirement Age, we will extend his maximum payment period until he reaches Social Security Normal Retirement Age.

GP-1-SI P130.6695

***All Options***

**Plan A**

***Gross Monthly Benefit*** 60% of the covered person's *insured earnings,* rounded to the nearest $1.00, if not already a multiple thereof, limited to a maximum of $6,000.00.

**Note:** We integrate the covered person's *gross monthly benefit* with certain other income he or she may receive. Read all of the terms of this *plan* to see what income we integrate with, and how.

GP-1-SI P130.6665

***B***

**Plan All Options**

***Own Occupation Period*** The first 24 months of benefit payments from this plan.

GP-1-SI P130.5369

***All Options***

**Plan B**

***Elimination Period*** *Elimination Period* During *Disability*

For disability due to injury . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . 180 days

For disability due to sickness . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . 180 days

***Maximum Payment Period for Each Disability:*** See the following table:

| Employee's Year of Birth | Social Security Normal Retirement Age |
|---|---|

| | |
|---|---|
| Before 1938 | 65 |
| 1938 | 65 and 2 months |
| 1939 | 65 and 4 months |
| 1940 | 65 and 6 months |
| 1941 | 65 and 8 months |
| 1942 | 65 and 10 months |
| 1943-1954 | 66 |
| 1955 | 66 and 2 months |
| 1956 | 66 and 4 months |
| 1957 | 66 and 6 months |
| 1958 | 66 and 8 months |
| 1959 | 66 and 10 months |
| After 1959 | 67 |

For a disability starting on or after the employee reaches age 60, the maximum payment period will be determined according to the following table:

| Age When Disability Starts | Maximum Payment Period |
|---|---|
| Age 60 | 5.00 years |
| Age 61 | 4.00 years |
| Age 62 | 3.50 years |
| Age 63 | 3.00 years |
| Age 64 | 2.50 years |
| Age 65 | 2.00 years |
| Age 66 | 1.75 years |
| Age 67 | 1.50 years |
| Age 68 | 1.25 years |
| Age 69 or older | 1.00 year |

But if an employee whose disability starts after age 60 reaches the end of the maximum payment from this table before he reaches the Social Security Normal Retirement Age, we will extend his maximum payment period until he reaches Social Security Normal Retirement Age.

GP-1-SI P130.6695

***All Options***

**Plan B**

***Gross Monthly Benefit*** 60% of the covered person's *insured earnings,* rounded to the nearest $1.00, if not already a multiple thereof, limited to a maximum of $6,000.00.

**Note:** We integrate the covered person's *gross monthly benefit* with certain other income he or she may receive. Read all of the terms of this *plan* to see what income we integrate with, and how.

GP-1-SI P130.6665

***C***

**Plan All Options**

***Own Occupation Period*** The first 24 months of benefit payments from this plan.

GP-1-SI P130.5369

***All Options***

**Plan C**

***Elimination Period*** *Elimination Period* During *Disability*

For disability due to injury . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . 90 days

For disability due to sickness . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . 90 days

***Maximum Payment Period*** See the following table:

| Age when disability starts | Maximum payment period |
|---|---|
| Under age 69 | 5 years, or to age 70, whichever occurs first |
| Age 69 or older | 1.00 year |

GP-1-SI P130.6696

***All Options***

**Plan C**

***Gross Monthly Benefit*** 60% of the covered person's *insured earnings,* rounded to the nearest $1.00, if not already a multiple thereof, limited to a maximum of $6,000.00.

**Note:** We integrate the covered person's *gross monthly benefit* with certain other income he or she may receive. Read all of the terms of this *plan* to see what income we integrate with, and how.

GP-1-SI P130.6665

***All Options***

**Plan D**

***Elimination Period*** *Elimination Period* During *Disability*

For disability due to injury . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . 180 days

For disability due to sickness . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . 180 days

***Maximum Payment Period*** See the following table:

| Age when disability starts | | Maximum payment period |
|---|---|---|
| Under age 69 | . . . . . . . . . . . . . . . . . . . . . . . . . | 5 years, or to age 70, whichever occurs first |
| Age 69 or older | . . . . . . . . . . . . . . . . . . . . . . . . . | 1.00 year |

GP-1-SI P130.6696

***All Options***

***Survivor Benefit*** 3 times the last monthly benefit.

GP-1-SI P130.6667

## *All Options* Schedule of Benefits

***Effective Dates for Changes to Insurance***

*GP-1-SI* *P130.3343*

***All Options***

***Changes in Insurance Amounts*** Any increase or decrease in the amount of insurance on any individual shall become effective on the effective date of a change in the Employee's classification, except that any increase in the amount of insurance on an Employee or a Qualified Dependent eligible for benefits under an established benefit period shall become effective:

- in the case of an Employee not actively at work, on the day on which he returns to active work on a full-time basis (or the day on which his benefit period terminates, whichever is later) or
- in the case of an Eligible Dependent confined to a hospital, on the day on which the dependent is discharged from the hospital (or the day on which his benefit period terminates, whichever is later).

In no event shall the insurance of an Eligible Dependent of an Employee who is not actively at work on a full-time basis be increased or decreased prior to the date such Employee returns to active work on a full-time basis.

GP-1-SI P130.9324

***All Options***

***Changes in Insurance Classification*** If an insured Employee's classification changes, the Employee's insurance shall be adjusted automatically to conform to the new classification on the first day on which he is actively at work on full-time and makes a contribution, if required, applicable to the new classification; provided that if thirty-one days elapse after a change to a classification for which a larger amount of insurance is provided, and the Employee fails to make a contribution, if required, applicable to the new classification by the first day thereafter on which he is actively at work on full-time, no increase shall be allowed as a result of such change or any subsequent change unless the Employee furnishes evidence of insurability satisfactory to the Insurance Company. However, any Employee whose benefits were previously reduced because of an age limitation will be retained at the reduced benefits.

GP-1-SI P130.9326

## Schedule of Premium Rates

The monthly premium rates, in U.S. dollars, for the insurance provided under this plan are listed below.

GP-1-SI P130.9260

## *All Options* Premium Rates

***Employee Basic Term Life Insurance***

*GP-1-SI* *P130.2823*

***All Options*** All Classes

The following set of rates represents the rate per $1,000.00 of coverage.

**Rate per Employee**

$ .10

GP-1-SI P130.2838

## *All Options* Premium Rates

***Employee Basic Accidental Death and Dismemberment Insurance (AD&D)***

*GP-1-SI* *P130.2824*

***All Options*** All Classes

The following set of rates represents the rate per $1,000.00 of coverage.

**Rate per Employee**

$ .015

GP-1-SI P130.2842

## *All Options* Premium Rates

***Employee Optional Contributory Term Life Insurance***

*GP-1-SI* *P130.2825*

***All Options*** All Classes

The following set of rates represents the rate per $1,000.00 of coverage.

"Age" means the employee's attained age in years as of this plan's anniversary date.

| Age From | Age Through | Rate per Employee |
|---|---|---|
| 15 | 29 | $ .038 |
| 30 | 34 | $ .043 |
| 35 | 39 | $ .064 |
| 40 | 44 | $ .106 |
| 45 | 49 | $ .166 |
| 50 | 54 | $ .249 |
| 55 | 59 | $ .398 |
| 60 | 64 | $ .639 |
| 65 | 69 | $ 1.024 |
| 70 | 74 | $ 1.646 |

GP-1-SI

| | | |
|---|---|---|
| 75 | 79 | $ 3.013 |
| 80 | 84 | $ 6.009 |
| 85 | 89 | $ 9.935 |
| 90 | 94 | $ 15.634 |
| 95 | 99 | $ 23.981 |

GP-1-SI P130.2848

## *All Options* Premium Rates

***Employee Voluntary Accidental Death and Dismemberment Insurance***

*GP-1-SI* *P130.2826*

***All Options*** All Classes

The following set of rates represents the rate per $1,000.00 of coverage.

**Rate per Employee**

$ .032

GP-1-SI P130.7574

## *All Options* Premium Rates

***Dependent Voluntary Accidental Death and Dismemberment Insurance***

*GP-1-SI* *P130.7611*

***All Options*** All Classes

The following set of rates represents the rate per $1,000.00 of coverage.

**Rate per Insured Spouse**

$ .032

GP-1-SI P130.7613

***All Options*** All Classes

The following set of rates represents the rate per $1,000.00 of coverage.

**Rate per Insured Child Unit**

$ .032

GP-1-SI P130.7602

## *All Options* Premium Rates

***Dependent Spouse Optional Term Life Insurance***

*GP-1-SI* *P130.2828*

***All Options*** All Classes

The following set of rates represents the rate per $1,000.00 of coverage.

"Age" means the employee's attained age in years as of this plan's anniversary date.

| Age From | Age Through | Rate per Insured Spouse |
|---|---|---|
| 15 | 29 | $ .038 |
| 30 | 34 | $ .043 |
| 35 | 39 | $ .064 |
| 40 | 44 | $ .106 |
| 45 | 49 | $ .166 |
| 50 | 54 | $ .249 |
| 55 | 59 | $ .398 |
| 60 | 64 | $ .639 |
| 65 | 69 | $ 1.024 |
| 70 | 74 | $ 1.646 |
| 75 | 79 | $ 3.013 |
| 80 | 84 | $ 6.009 |
| 85 | 89 | $ 9.935 |
| 90 | 94 | $ 15.634 |
| 95 | 99 | $ 23.981 |

GP-1-SI P130.2878

## *All Options* Premium Rates

***Dependent Child Optional Term Life Insurance***

*GP-1-SI* *P130.2829*

***All Options*** All Classes

The following set of rates represents the rate per $1,000.00 of coverage.

**Rate per Insured Child Unit**

$ .146

GP-1-SI P130.2858

## *All Options* Premium Rates

***Long Term Disability Income Insurance***

*GP-1-SI* *P130.6676*

***Plan ID A*** All Classes

The following set of rates represents the rate per $100.00 of monthly covered payroll volume.

"Age" means the covered person’s attained age in years as of this plan’s anniversary date.

| Age From | Age Through | Rate per Employee |
|---|---|---|
| 15 | 24 | $ .11 |
| 25 | 29 | $ .16 |
| 30 | 34 | $ .20 |
| 35 | 39 | $ .27 |
| 40 | 44 | $ .40 |

| | | |
|---|---|---|
| 45 | 49 | $ .64 |
| 50 | 54 | $ .91 |
| 55 | 59 | $ 1.02 |
| 60 | 99 | $ .69 |

GP-1-SI P130.6693

***Plan ID B*** All Classes

The following set of rates represents the rate per $100.00 of monthly covered payroll volume.

"Age" means the covered person's attained age in years as of this plan's anniversary date.

| Age | | |
|---|---|---|
| **From** | **Through** | **Rate per Employee** |
| 15 | 24 | $ .07 |
| 25 | 29 | $ .11 |
| 30 | 34 | $ .13 |
| 35 | 39 | $ .18 |
| 40 | 44 | $ .29 |
| 45 | 49 | $ .50 |
| 50 | 54 | $ .71 |
| 55 | 59 | $ .79 |
| 60 | 99 | $ .50 |

GP-1-SI P130.6693

***Plan ID C*** All Classes

The following set of rates represents the rate per $100.00 of monthly covered payroll volume.

"Age" means the covered person's attained age in years as of this plan's anniversary date.

| Age | | |
|---|---|---|
| **From** | **Through** | **Rate per Employee** |
| 15 | 24 | $ .07 |
| 25 | 29 | $ .09 |
| 30 | 34 | $ .11 |
| 35 | 39 | $ .14 |
| 40 | 44 | $ .20 |
| 45 | 49 | $ .33 |
| 50 | 54 | $ .51 |
| 55 | 59 | $ .72 |
| 60 | 99 | $ .67 |

GP-1-SI P130.6693

***Plan ID D*** All Classes

The following set of rates represents the rate per $100.00 of monthly covered payroll volume.

"Age" means the covered person's attained age in years as of this plan's anniversary date.

| Age From | Age Through | Rate per Employee |
|---|---|---|
| 15 | 24 | $ .04 |
| 25 | 29 | $ .06 |
| 30 | 34 | $ .07 |
| 35 | 39 | $ .09 |
| 40 | 44 | $ .14 |
| 45 | 49 | $ .26 |
| 50 | 54 | $ .40 |
| 55 | 59 | $ .56 |
| 60 | 99 | $ .48 |

GP-1-SI P130.6693

We have the right to change any premium rate(s) set forth above at the times and in the manner established by the provision of the group plan entitled "Premiums".

GP-1-SI P130.9298

***All Options***

# GENERAL PROVISIONS

## Definitions

As used in this policy:

"Guardian," "Insurance Company," "our," "us" and "we" mean The Guardian Life Insurance Company of America.

"Plan" means this group insurance policy.

"Covered person" means an employee or dependent insured by this policy.

GP-1-R-GENPRO-90 P140.0136

***All Options***

## Incontestability

This Policy shall be incontestable after two years from its policy date, except for non-payment of premiums.

No statement in any application, except a fraudulent statement, made by a person insured under this policy shall be used in contesting the validity of his insurance or in denying a claim for a loss incurred, or for a disability which starts, after such insurance has been in force for two years during his lifetime.

If this policy replaces the group policy of another insurer, we may rescind this policy based on misrepresentations made in the policyholder's or a covered person's signed application for up to two years from this policy's policy date.

GP-1-R-INCY-90 P140.0150

***All Options***

## Associated Companies

An associated company is a corporation or other business entity affiliated with the policyholder through common ownership of stock or assets.

If the policyholder asks us in writing to include an associated company under this policy, and we give our written approval, we'll treat employees of that company like the policyholder's employees. Our written approval will include the starting date of the company's coverage under this policy. But each eligible employee of that company must still meet all of the terms and conditions of this policy before he'll be insured.

The policyholder must notify us in writing when a company stops being associated with him. On the date a company stops being an associated company, this policy will end for all of that company's employees, except those employed by the policyholder or another covered associated company as eligible employees, on such date.

GP-1-R-AC-90 P140.0151

***All Options***

## Premiums

Premiums due under this policy must be paid by the policyholder at an office of the Guardian or to a representative that we have authorized. The premiums must be paid as specified on the first page of this policy, unless by agreement between the policyholder and the Guardian, the interval of payment is changed. In that event, adjustment will be made to provide for payment annually, semi- annually, quarterly or monthly.

The premium due under this policy on each policy due date will be the sum of the premium charges for the insurance coverages provided under this policy. The premium charges are based upon the rates set forth in this policy's "Schedule of Insurance and Premium Rates" section.

However, we may change such rates: (a) on the first day of any policy month; (b) on any date the extent or terms of coverage for a policyholder are changed by amendment of this policy; (c) on any date our obligation under this policy with respect to a policyholder is changed because of statutory or other regulatory requirements; or (d) if this policy supplements, or coordinates with benefits provided by any other insurer, non-profit hospital or medical service plan, or health maintenance organization, on any date our obligation under this policy is changed because of a change in such other benefits.

We must give the policyholder 31 days written notice of the rate change. Such change will apply to any premium due on and after the effective date of the change stated in such notice.

## Adjustment of Premiums Payable Other Than Monthly or Quarterly

Under the above provision, if a premium rate is changed after an annual or semi-annual premium became payable with respect to coverage on and after the date of such change, the premium will be adjusted by a proportionate increase or decrease for the unexpired period for which the premium became payable. If the adjustment results in a decrease, the amount of the decrease will be paid to the policyholder by us. If the adjustment results in an increase, the amount of the increase will be considered a premium due on the date of the rate change. This policy's grace period provisions will apply to any such premium due.

## Grace in Payment of Premiums - Termination of Policy

A grace period of 31 days, without interest charge, will be allowed the policyholder for each premium payment except the first. If any premium is not paid before the end of the grace period, this policy automatically ends at the end of the grace period. However, if the policyholder gives us advance written notice of an earlier termination date during the grace period, this policy will end as of such earlier date.

If this policy ends during or at the end of the grace period, the policyholder will still owe us premium for all the time this policy was in force during the grace period.

This policy ends immediately on any date when an insurance coverage under this policy ends and, as a result, no benefits remain in effect under this policy.

GP-1-R-PREM-90 P140.0529

***All Options***

## Term of Policy - Renewal Privilege

This policy is issued for a term of one (1) year from the policy date shown on the first page of this policy. All policy years and policy months will be calculated from the policy date. All periods of insurance hereunder will begin and end at 12:01 A.M. Standard Time at the policyholder's place of business.

If this policy provides coverage on a non-contributory basis, 100% of the employees eligible for insurance must be enrolled for coverage. If dependent coverage is provided on a non-contributory basis, all eligible dependents must be enrolled.

The policyholder may renew this policy for a further term of one (1) year, on the first and each subsequent policy anniversary. All renewals are subject to the payment of premiums then due, computed as provided in this policy's "Premiums" section.

However, we have the right to decline to renew this policy, or any coverage hereunder on any policy anniversary or premium due date, if, on that date: (a) less than 10 employees are insured under this policy; or (b) with respect to a non-contributory policy, less than 100% of those employees eligible are insured under this policy; or (c) with respect to a contributory policy, less than 75% of those employees eligible are insured under this policy.

P140.0626

- with respect to contributory Long Term Disability Income,Voluntary Accidental Death and Dismemberment and Voluntary Term Life insurance, less than 25% of those employees who are eligible for insurance under this plan are insured; or

If this policy provides dependents coverage, we may decline to renew such coverage on any policy anniversary or premium due date, if: (a) with respect to a non-contributory policy, less than 100% of all eligible dependents are enrolled for coverage under this policy; or (b) with respect to a contributory policy, less than 75% of those employees eligible for dependents coverage are insured as such.

The policyholder may cancel this policy at any time by giving us 31 days advance written notice. This notice must be sent to our Home Office. And the employer will owe us all unpaid premiums for the period this plan is in force.

## The Contract

The entire contract between the Guardian and the policyholder consists of this policy, and the policyholder's application, a copy of which is attached hereto or endorsed hereon.

We can amend this policy at any time, without the consent of the insured employees or any other person having a beneficial interest therein, as follows:

We can amend this policy: (a) upon written request made by the policyholder and agreed to by the Guardian; (b) on any date our obligation under this policy with respect to a policyholder is changed because of statutory or other regulatory requirements; or (c) if this policy supplements, or coordinates with benefits provided by any other insurer, non-profit hospital or medical service plan, or health maintenance organization, on any date our obligation under this policy is changed because of a change in such other benefits.

If we amend the policy, except upon request made by the policyholder, we must give the policyholder written notice of such amendment.

Any amendments to this policy will be without prejudice to any claim arising prior to the date of the change.

No person, except by a writing signed by the President, a Vice President or a Secretary of The Guardian, has the authority to act for us to: (a) determine whether any contract, policy or certificate of insurance is to be issued; (b) waive or alter any provisions of any insurance contract or policy, or any requirements of The Guardian; or (c) bind us by any statement or promise relating to the insurance contract issued or to be issued; or (d) accept any information or representation which is not in a signed application.

All personal pronouns in the masculine gender used in this policy, will be deemed to include the feminine also, unless the context clearly indicates the contrary.

GP-1-R-TERM-90 P140.0627

***All Options***

## Clerical Error - Misstatements

Neither clerical error by the policyholder, a participating employer or the Guardian in keeping any records pertaining to insurance under this policy, nor delays in making entries thereon, will invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated. However, upon discovery of such error or delay, an equitable adjustment of premiums will be made.

Premium adjustments involving return of unearned premium to the policyholder will be limited to the period of 90 days preceding the date of our receipt of satisfactory evidence that such adjustments should be made.

If the age of an employee, or any other relevant facts, are found to have been misstated, and the premiums are thereby affected, an equitable adjustment of premiums will be made. If such misstatement involves whether or not an insurance risk would have been accepted by us, or the amount of insurance, the true facts will be used in determining whether insurance is in force under the terms of this policy, and in what amount.

## Statements

No statement will void the insurance under this policy, or be used in defense of a claim hereunder unless: (a) in the case of the policyholder, it is contained in the application signed by him; or (b) in the case of a covered person, it is contained in a written instrument signed by him.

All statements will be deemed representations and not warranties.

GP-1-R-CE-90 P140.0309

***All Options***

## Assignment

An employee's right to assign any interest under this policy is governed as follows:

- With respect to any death benefits (including any basic term life, supplemental term life, optional term life or accidental death and dismemberment coverages provided by this policy), the employee may, subject to the following conditions, assign all rights or interest in such insurance which he now has, or may later acquire.

  The assignment of an employee's group term life insurance is irrevocable and absolute in form, for no value. The employee retains no further interest in such insurance.

  The assignment may be made only to one of the following: The employee's spouse, child, grandchild, parent, grandparent, brother or sister. It may also be made to the trustee of a trust established for the benefit of one or more of these people.

  We will not be charged with notice of any assignment of any interest under this policy until the original assignment has been accepted and filed with us at our Home Office. And we assume no responsibility as to the validity or effect of any such assignment.

- With respect to accident and health insurance, both the employee's certificate and his right to insurance benefits under this policy are not assignable. However, the employee may direct us, in writing, to pay hospital, surgical, major medical, or dental benefits to the recognized provider who provided the covered service for which benefits became payable. We may honor such request at our option. But, the employee may not assign his right to take legal action under this policy to such provider. And we assume no responsibility as to the validity or effect of any such direction.

## Assignment By Policyholder

Assignment or transfer of the interest of the policyholder will not bind us without our written consent thereto.

GP-1-R-ASSIGN-90 P140.0164

***All Options***

## Dividends

The portion, if any, of the divisible surplus of the Guardian allocable to this policy at each policy anniversary will be determined annually by the Board of Directors of the Guardian and will be credited to this policy as a dividend on such anniversary, provided this policy is continued in force by the payment of all premiums to such anniversary.

Any dividend under this policy will be paid to the policyholder in cash, or at the option of the policyholder it may be applied to the reduction of the premiums then due.

In the event that the employees are contributing toward the cost of the coverage under any group policy issued to the policyholder and the aggregate dividends under this policy and any other group policy or policies issued to the policyholder are in excess of the policyholder's share of the aggregate cost, such excess will be applied by the policyholder for the sole benefit of the employees.

Payment of any dividend to the policyholder will completely discharge our liability with respect to the dividend so paid.

GP-1-R-DIV-90 P140.0168

***All Options***

## Employee's Certificate

We will issue to the policyholder, for delivery to each employee insured under this policy, a certificate of coverage. The certificate will state the essential features of the insurance to which the employee is entitled and to whom the benefits are payable. But the certificate does not constitute a part of this policy and will in no way modify any of the terms and conditions set forth in this policy.

In the event this policy is amended, and such amendment affects the material contained in the certificate of coverage, a rider or revised certificate reflecting such amendment will be issued to the policyholder for delivery to affected employees.

## Claims of Creditors

Except when prohibited by the laws of the jurisdiction in which this policy was issued, the insurance and other benefits under this policy will be exempt from execution, garnishment, attachment, or other legal or equitable process, for the debts or liabilities of the covered persons or their beneficiaries.

## Records - Information To Be Furnished.

The policyholder must keep a record of the insured employees containing, for each employee, the essential particulars of the insurance which apply to the employee. The policyholder must periodically forward to us, on our forms, such information concerning the employees in the classes eligible for insurance under this policy as may reasonably be considered to have a bearing on the administration of the insurance under this policy and on the determination of the premium rates. For benefits which are based on an employee's salary, changes in an employee's salary must promptly be reported to us. The policyholder's payroll and other such records which have a bearing on the insurance must be furnished to us at our request at any reasonable time.

GP-1-R-CERT-90 P140.0167

***All Options***

## Examination and Autopsy

We have the right to have a doctor of our choice examine the person for whom a claim is being made under this policy as often as we feel necessary. And we have the right to have an autopsy performed in the case of death, where allowed by law. We'll pay for all such examinations and autopsies.

GP-1-R-EA-90 P140.0166

***All Options***

## Accident And Health Claims Provisions

An employee's right to make a claim for any accident and health benefits provided by this plan is governed as follows:

**Notice:** The employee must send us written notice of an injury or sickness for which a claim is being made within 20 days of the date the injury occurs or the sickness starts. This notice should include his name and plan number.

**Proof of Loss:** We'll furnish the employee with forms for filing proof of loss within 15 days of receipt of notice. But if we don't furnish the forms on time, we'll accept a written description and adequate documentation of the injury or sickness that is the basis of the claim as proof of loss. The employee must detail the nature and extent of the loss for which the claim is being made. He must send us written proof within 90 days of the loss.

If this plan provides weekly loss-of-time insurance, the employee must send us written proof of loss within 90 days of the end of each period for which we're liable. If this plan provides long term disability income insurance, he must send us written proof of loss within 90 days of the date we request. For any other loss, he must send us written proof within 90 days of the loss.

**Late Notice or Proof:** We won't void or reduce a claim if the employee can't send us notice or proof of loss within the required time. But he must send us notice and proof as soon as reasonably possible.

**Payment of Benefits:** We'll pay benefits for loss of income once every 30 days for as long as we're liable, provided the employee submits periodic written proof of loss as stated above. We'll pay all other accident and health benefits to which the employee's entitled as soon as we receive written proof of loss.

We pay all accident and health benefits to the employee, if he is living. If he's not living, we have the right to pay all accident and health benefits, except dismemberment benefits, to one of the following: (a) his estate; (b) his spouse; (c) his parents; (d) his children; (e) his brothers and sisters; or (f) any unpaid provider of health care services. See " Employee Accidental Death and Dismemberment Benefits" for how dismemberment benefits are paid.

When the employee files proof of loss, he may direct us, in writing, to pay health care benefits to the recognized provider of health care who provided the covered service for which benefits became payable. We may honor such direction at our option. But we can't tell the employee that a particular provider must provide such care. And the employee may not assign his right to take legal action under this plan to such provider.

**Limitation of Actions:** The employee can't bring a legal action against this plan until 60 days from the date he files proof of loss. And he can't bring legal action against this plan after three years from the date he files proof of loss.

**Workers' Compensation:** The accident and health benefits provided by this plan are not in place of and do not affect requirements for coverage by Worker's Compensation.

GP-1-R-AH-90 P140.0170

***All Options***

# ELIGIBILITY FOR LIFE AND DISMEMBERMENT COVERAGES

P264.0017

***Class 0001 for Option A***

## EMPLOYEE COVERAGE

### Eligible Employees

Subject to the Conditions of Eligibility set forth below, and to all of the other conditions of the plan, all of your employees who are in an eligible class will be eligible if they are active full-time employees.

For purposes of this plan, we will treat partners and proprietors like employees if they meet this plan's conditions of eligibility.

### Conditions of Eligibility

An employee is eligible for coverage if he or she is:

(a) legally working in the United States, or working outside of the United States for a United States based employer in a country or region approved by us.

(b) regularly working at least the number of hours in the normal work week set by the employer (but not less than 40 hours per week), at:

- (i) the employer's place of business;
- (ii) some place where the employer's business requires the employee to travel; or
- (iii) any other place the employee and the employer have agreed upon for performance of occupational duties.

Temporary or seasonal employees are not eligible.

GP-1-EC-90-1.0

P264.1529

***Class 0002 for Option B***

## EMPLOYEE COVERAGE

### Eligible Employees

Subject to the Conditions of Eligibility set forth below, and to all of the other conditions of the plan, all of your employees who are in an eligible class will be eligible if they are active full-time employees.

For purposes of this plan, we will treat partners and proprietors like employees if they meet this plan's conditions of eligibility.

### Conditions of Eligibility

An employee is eligible for coverage if he or she is:

(a) legally working in the United States, or working outside of the United States for a United States based employer in a country or region approved by us.

(b) regularly working at least the number of hours in the normal work week set by the employer (but not less than 40 hours per week), at:

- (i) the employer's place of business;
- (ii) some place where the employer's business requires the employee to travel; or
- (iii) any other place the employee and the employer have agreed upon for performance of occupational duties.

Temporary or seasonal employees are not eligible.

GP-1-EC-90-1.0 P264.1529

***All Options***

**Enrollment Requirement:** If an employee must pay all or part of the cost of employee coverage, we won't insure him or her until he or she enrolls and agrees to make the required payments. If he or she does this: (a) more than 31 days after he or she first becomes eligible; or (b) after he or she previously had coverage which ended because he or she failed to make a required payment, we will ask for proof that he or she is insurable. And the employee won't be covered until we approve that proof in writing.

GP-1-EC-90-2.0 P264.0992

***All Options***

**Family Status Change:** The employee may request an increase in his or her optional term life insurance amount, a decrease to his or her optional term life insurance amount, or the addition of optional term life for which he or she was not previously insured, if a change in family status has occurred. The employee must request the change to his or her optional term life insurance in writing within 31 days after the date of the family status change as described below.

Family status change will include one or more of the following: (1) marriage or divorce; (2) death of a spouse or child; (3) birth or adoption of a child; (4) the employee's spouse's termination of employment or a change in his or her spouse's employment that results in the loss of group coverage. The term "marriage" may also refer to civil unions and domestic partnerships, as recognized by the jurisdiction in which he or she resides.

Proof of insurability is not required for the change to optional term life insurance due to family status change as long as the change to the employee's optional term life insurance does not exceed the guarantee issue amount shown in the Schedule of Benefits. Proof of insurability will be required on changes that exceed the guarantee issue amount and if proof was previously submitted and declined.

GP-1-EC-12-2.1 P264.1974

***All Options***

**Proof of Insurability Requirements:** Part or all of an employee's insurance amounts may be subject to proof that he or she is insurable. The Schedule of Insurance explains if and when we require proof. An employee won't be covered for any amount that requires such proof until he or she gives the proof to us and we approve that proof in writing.

An employee whose active full-time service ends before he or she meets any proof of insurability requirements that apply to him or her will still have to meet those requirements if he or she is later re-employed by you or an associated company.

GP-1-EC-90-3.0 P264.0066

***All Options***

**The Waiting Period:** Employees in an eligible class are eligible for life and dismemberment insurance under this plan after they complete the service waiting period established by the employer, if any.

GP-1-EC-90-4.0 P264.0020

***All Options***

**Multiple Employment:** If an employee works for both you and a covered associated company, or for more than one covered associated company, we will treat him as if only one firm employs him. And such an employee will not have multiple coverage under this plan. But, if this plan uses the amount of an employee's earnings to set the rates, determine class, figure benefit amounts, or for any other reason, such employee's earnings will be figured as the sum of his earnings from all covered employers.

GP-1-EC-90-5.0 P180.0328

***All Options***

## When Employee Coverage Starts

An employee must be fully capable of performing the major duties of his or her regular occupation for the employer on a full-time basis at 12:01 A.M. Standard Time for his or her place of residence on the date his or her coverage is scheduled to start. Also he or she must have met all of the conditions of eligibility which apply to him or her. If an employee is not fully capable of performing the major duties of his or her regular occupation on his or her scheduled effective date, we will postpone the start of his or her coverage. We will postpone coverage until he or she is so capable and is working his or her regular numbers of hours for one full day, with the expectation that he or she could do so for one full week.

Sometimes, a scheduled effective date is not a regularly scheduled work day. If the scheduled effective date falls: on a holiday; on a vacation day; on a non-scheduled work day; or during an approved leave of absence, not due to sickness or injury, of 90 days or less; and if the employee was performing the major duties of his or her regular occupation and working his or her regular number of hours on his or her last regularly scheduled work day, that employee's coverage will start on the scheduled effective date. However, any coverage or part of coverage for which an employee must elect and pay all or part of the cost, will not start if the employee is on an approved leave and such coverage or part of coverage was not previously in force for the employee under a prior plan which this plan replaced.

Whether an employee must pay all or part of the cost of employee coverage, he or she must elect to enroll and agree to make the required payments. If he or she does this on or before the eligibility date, or within 31 days of his or her eligibility date, coverage is scheduled to start on the eligibility date. However, if he or she elects to enroll and agrees to make the required payments more than 31 days after his or her eligibility date, his or her coverage won't start until he or she sends us proof that he or she is insurable. Once we've approved it, his or her coverage is scheduled to start on the effective date shown in the endorsement section of his or her application.

Any part of an employee's coverage which is subject to proof that he or she is insurable won't start unless he or she sends this proof to us, and we approve it in writing. Once we have approved it, that part of his or her coverage is scheduled to start on the effective date shown in the endorsement section of his or her application.

GP-1-EC-90-6.0 P264.0896

***All Options***

**Delayed Effective Date For Employee Optional Life Coverage:** With respect to this plan's employee optional group term life insurance, if an employee is not actively at work on a full-time basis on the date his or her coverage is scheduled to start, due to sickness or injury, we'll postpone coverage for an otherwise covered loss due to that condition. We'll postpone such coverage until he or she completes 10 consecutive days of active full- time service without missing a work day due to the same condition.

Coverage for an otherwise covered loss due to all other conditions will start on the date the employee returns to active full-time service.

GP-1-DEF-97 P270.0365

*All Options for All Classes*

## When Employee Coverage Ends

**When Employee Coverage Ends:** Except as explained in the "When Active Service Ends" section of this plan, an employee's insurance will end on the first of the following dates:

- the date an employee's active full-time service ends for any reason. Such reasons include disability, death, retirement, lay-off, leave of absence, and the end of employment.
- the date an employee stops being an eligible employee under this plan.
- the date an employee is no longer working in the United States, or working outside of the United States for a United States base employer in a country or region approved by us.
- the date the group plan ends, or is discontinued for a class of employees to which the employee belongs.
- the last day of the period for which required payments are made for the employee.

Also, an employee may have the right to continue certain group benefits for a limited time after his or her coverage would otherwise end. And an employee may have the right to replace certain group benefits with converted policies. The plan's benefit provisions explain these situations. Read the plan's provisions carefully.

GP-1-EC-90-8.0 P264.1598

*All Options for All Classes*

**When Active Service Ends:** You may continue an employee's life and dismemberment insurance under this plan after his active service with you ends only as follows:

- If an employee's active service ends because he is disabled you may continue his insurance subject to all of the terms of this plan.
- If an employee's active service ends because he goes on a leave of absence or is laid off, you may continue his insurance for the rest of the policy month in which the leave or layoff starts, plus 01 more full policy month(s). However, if the employee joins any armed force before this period ends, you may continue his insurance until the date he becomes a member of such armed force.
- If you continue an employee's benefits under this plan as set forth above, it must be based on a plan which prevents individual selection by you.
- And, any such continuation is subject to the payment of premiums, and to all of the other terms and conditions of this plan.
- The amount of an employee's insurance during any such continuation will be the amount in force on his last day of active service, subject to any reductions that would have otherwise applied if he had remained an active employee.

GP-1-EC-90-7.0 P264.0021

*All Options*

**An Employee’s Right To Continue**
**Group Life and Accidental Death and Dismemberment**
**Insurance During A Family Leave Of Absence**

**Important Notice:** This section may not apply to your plan. The employee must contact you to find out if you must allow for a leave of absence under federal law. In that case the section applies.

**Which Coverages Can Be Continued:** Life and accidental death and dismemberment coverages may be continued, under a uniform, non-discriminatory policy applicable to all employees. The employee must contact you to find out if he or she may continue these coverages.

**If An Employee’s Group Insurance Would End:** Group life and accidental death and dismemberment insurance may normally end for an employee because he or she ceases work due to an approved leave of absence. But, the employee may continue his or her group life and accidental death and dismemberment insurance coverages if the leave of absence has been granted: (a) to allow the employee to care for a seriously injured or ill spouse, child or parent; (b) after the birth or adoption of a child; (c) due to the employee’s own serious health condition; or (d) because of any serious injury or illness arising out of the fact that a spouse, child, parent, or next of kin, who is a covered servicemember, of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. The employee will be required to pay the same share of the premium as he or she paid before the leave of absence.

**When Continuation Ends:** Insurance may continue until the earliest of the following:

- The date the employee returns to active work.
- In the case of a leave granted to the employee to care for a covered servicemember: The end of a total leave period of 26 weeks in one 12 month period. This 26 week total leave period applies to all leaves granted to the employee under this section for all reasons. If the employee takes an additional leave of absence in a subsequent 12 month period, continued coverage will cease at the end of a total leave period of 12 weeks.
- In any other case: The end of a total leave period of 12 weeks in any 12 month period.
- The date on which the Employer’s Plan is terminated or the employee is no longer eligible for coverage under this Plan.
- The end of the period for which the premium has been paid.

**Definitions:** As used in this section, the terms listed below have the meanings shown below:

- **Active Duty:** This term means duty under a call or order to active duty in the Armed Forces of the United States.
- **Contingency Operation:** This term means a military operation that: (a) is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or (b) results in the call or order to, or retention on, active duty of members of the uniformed services under any provision of law during a war or during a national emergency declared by the President or Congress.
- **Covered Servicemember:** This term means a member of the Armed Forces, including a member of the National Guard or Reserves, who for a serious injury or illness: (a), is undergoing medical treatment, recuperation, or therapy; (b) is otherwise in outpatient status; or (c) is otherwise on the temporary disability retired list.
- **Next Of Kin:** This term means the nearest blood relative of the employee.

- **Outpatient Status:** This term means, with respect to a covered servicemember, that he or she is assigned to: (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

- **Serious Injury Or Illness:** This term means, in the case of a covered servicemember, an injury or illness incurred by him or her in line of duty on active duty in the Armed Forces that may render him or her medically unfit to perform the duties of his or her office, grade, rank, or rating.

GP-1-EC-90-7.0 P264.1704

***All Options***

## Definitions

GP-1-EC-90-DEF-1 P180.0155

***All Options***

**Eligible Dependent** is defined in the provision entitled "Dependent Life Coverage".

GP-1-EC-90-DEF-2 P264.0018

***All Options***

**Employee** means a person who works for the employer at the employer's place of business, and whose income is reported for tax purposes using a W-2 form.

GP-1-EC-90-DEF-3 P180.0311

***All Classes***

**Full-time** means the employee regularly works at least the number of hours in the normal work week set by the employer (but not less than 40 hours per week), at his employer's place of business.

GP-1-EC-90-DEF-4 P180.0493

***All Options***

**Plan** means the Guardian group plan purchased by the employer.

GP-1-EC-90-DEF-6 P180.0975

***All Options***

**Proof or Proof of Insurability** means an application for insurance showing that a person is insurable.

GP-1-EC-90-DEF-7 P180.0161

***All Options***

**We, Us, Our** and **Guardian** mean The Guardian Life Insurance Company of America.

GP-1-EC-90-DEF-9 P180.0163

***All Options***

**You** and **Your** means the employer who purchased this plan.

GP-1-EC-90-DEF-10 P180.0164

***All Options***

## Dependent Life and Accidental Death and Dismemberment Coverage

GP-1-DEP-90-1.0 P264.0509

***All Options***

**Eligible Dependents For Optional Dependent Life Benefits:** An employee's eligible dependents are: his or her legal spouse who is under age 70; and his or her unmarried dependent children who are 14 or more days old, until they reach age 19 and his or her unmarried dependent children, from age 19 until they reach age 25, who are enrolled as full-time students at accredited schools.

GP-1-DEP-90-3.0 P264.0435

***All Options***

**Adopted Children and Step-Children:** An employee's "unmarried dependent children" include his or her legally adopted children and, if they depend on the employee for most of their support and maintenance, his or her step-children. We treat a child as legally adopted from the time the child is placed in the employee's home for the purpose of adoption. We treat such a child this way whether or not a final adoption order is ever issued.

**Dependents Not Eligible:** We exclude any dependent who is on active duty in any armed force.

GP-1-DEP-90-3.0 P264.0443

***All Options***

**Proof of Insurability:** We require proof that a dependent is insurable, if the employee: (a) enrolls a dependent and agrees to make the required payments after the end of the enrollment period; (b) in the case of a newly acquired dependent, other than the first newborn child, has other eligible dependents who he has not elected to enroll; or (c) in the case of a newly acquired dependent, has other eligible dependents whose coverage previously ended because he failed to make the required contributions, or otherwise chose to end such coverage.

A dependent is not insured by any part of this plan that requires such proof until the employee gives us this proof, and we approve it in writing.

If the employee's dependent coverage ends for any reason, including failure to make the required payments, his dependents won't be covered by this plan again until he gives us new proof that they're insurable and we approve that proof in writing.

GP-1-DEP-90-5.0 P200.0319

***All Options for All Classes***

**When Dependent Coverage Starts:** In order for an employee's dependent coverage to begin he must already be insured for employee coverage or enroll for employee and dependent coverage at the same time. Subject to the "Exception" stated below and to all of the terms of this plan, the date an employee's dependent coverage starts depends on when he elects to enroll his initial dependents and agrees to make any required payments.

If the employee does this on or before his eligibility date, the dependent's coverage is scheduled to start on the later of the employee's eligibility date and the date the employee becomes insured for employee coverage.

If the employee does this within the enrollment period, the coverage is scheduled to start on the date the employee becomes insured for employee coverage.

If the employee does this after the enrollment period ends, the employee's dependent coverage is subject to proof of insurability and won't start until we approve that proof in writing.

Once an employee has dependent coverage for his initial dependents, he must notify us when he acquires any new dependents and agree to make any additional payments required for their coverage.

A newly acquired dependent will be covered for those dependent benefits not subject to proof of insurability from the date the newly acquired dependent is first eligible, if the employee notifies us and agrees to make any additional payments within 31 days after the date the dependent becomes eligible. If the employee does this more than 31 days after the date the dependent becomes eligible, a newly acquired dependent will be covered from the date the employee notifies us and agrees to make any additional payments.

If proof of insurability is required for dependent benefits as explained above, those benefits are scheduled to start, subject to the "Exception" stated below, on the effective date shown in the "Endorsement" section of the employee's application, provided that the employee sends us the proof we require; and we approve that proof in writing.

A copy of the approved application is furnished to the employee.

GP-1-DEP-90-6.0 P264.0822

***All Options***

**Exception:** If a dependent, other than a newborn child, is confined to a hospital or other health care facility; or is home-confined; or is unable to carry-out the normal activities of someone of like age and sex on the date his or her dependent benefits would otherwise start, we'll postpone the effective date of such benefits until the day after his or her discharge from such facility; until home confinement ends; or until he or she resumes the normal activities of someone of like age and sex.

GP-1-DEP-90-7.0 P200.0707

***All Options for All Classes***

**When Dependent Coverage Ends:** Dependent coverage ends for all of an employee's dependents when his employee coverage ends. Dependent coverage also ends for all of an employee's dependents when the employee stops being a member of a class of employees eligible for such coverage. And it ends when this plan ends, or when dependent coverage is dropped from this plan for all employees or for an employee's class.

If an employee is required to pay part of the cost of dependent coverage, and he fails to do so, his dependent coverage ends. It ends on the last day of the period for which he made the required payments, unless coverage ends earlier for other reasons.

An individual dependent's coverage ends when he stops being an eligible dependent. This happens to a child at 12:01 a.m. on the date the child attains this plan's age limit, when he marries, or when a step-child is no longer dependent on the employee for support and maintenance. It happens to a spouse when a marriage ends in legal divorce or annulment, and with respect to optional life coverage, it happens at 12:01 a.m. on the date the spouse reaches age 70.

Read this plan carefully if dependent coverage ends for any reason. Dependents may have the right to continue certain group benefits for a limited time. And they may have the right to replace certain group benefits with converted policies.

GP-1-DEP-90-9.0 P200.0812

***All Options***

## Definitions

GP-1-DEP-90-DEF-1 P200.0210

***All Options***

**Eligibility Date** for dependent coverage is the earliest date on which: (a) the employee has dependents; and (b) is eligible for dependent coverage.

GP-1-DEP-90-DEF-2 P200.0211

***All Options***

**Eligible Dependent** is defined in the provision entitled "Dependent Coverage."

GP-1-DEP-90-DEF-3 P200.0212

***All Options***

**Enrollment Period** means the 31 day period which starts on the date that the employee is eligible for dependent coverage.

GP-1-DEP-90-DEF-4 P200.0213

***All Options***

**Initial Dependents** means those eligible dependents the employee has at the time he or she first becomes eligible for employee coverage. If at this time he or she does not have any eligible dependents, but later acquires them, the first eligible dependents he or she acquires are his or her initial dependents.

GP-1-DEP-90-DEF-8 P200.0217

***All Options***

**Newly Acquired Dependent** means an eligible dependent the employee acquires after he or she already has coverage in force for initial dependents.

GP-1-DEP-90-DEF-9 P200.0218

***All Options***

**Plan** means the Guardian group plan purchased by the employer.

GP-1-DEP-90-DEF-11 P264.0065

***All Options***

**Proof** or **Proof of Insurability** means an application for insurance showing that a person is insurable.

GP-1-DEP-90-DEF-12 P200.0221

***All Options***

**We, Us, Our** and **Guardian** means The Guardian Life Insurance Company of America.

GP-1-DEP-90-DEF-14 P200.0223

***All Options***

**You** and **Your** means the employer who purchased this plan.

GP-1-DEP-90-DEF-15 P200.0224

***All Options***

## Employee Group Term Life Insurance

**Basic Life Benefit:** If an employee dies while insured for this benefit, we'll pay his beneficiary the amount shown in the schedule.

**Proof of Death:** We'll pay this insurance as soon as we receive written proof of death. This should be sent to us as soon as possible.

**The Beneficiary:** The employee decides who gets this insurance if he dies. He should have named his beneficiary on his enrollment form. The employee can change his beneficiary at any time by giving the employer written notice, unless he's assigned this insurance. But, the change won't take effect until the employer gives the employee written confirmation of the change.

If the employee named more than one person, but didn't tell us what their shares should be, they'll share equally. If someone he named dies before he does, that person's share will be divided equally by the beneficiaries still alive, unless the employee has told us otherwise.

If there is no beneficiary when an employee dies, we'll pay this insurance to one of the following: (a) his estate; (b) his spouse; (c) his parents; (d) his children; or (e) his brothers and sisters.

**Assigning This Life Insurance:** If an employee assigns this insurance, he permanently transfers all his rights under this insurance to the assignee. Only one of the following can be an assignee: (a) his spouse; (b) one of his parents or grandparents; (c) one of his children or grandchildren; (d) one of his brothers or sisters; or (e) the trustee(s) of a trust set up for the benefit of one or more of these relatives.

We suggest the employee speak to his lawyer before he makes any assignment. If he decides he wants to assign this insurance, he should ask the employer for details or write to us.

**Payment to a Minor or Incompetent:** If the employee's beneficiary is a minor or incompetent, we have the option of paying this insurance in monthly installments. We would pay them to the person who cares for and supports his beneficiary.

**Settlement Option:** If the employee or his beneficiary asks us, we'll pay all or part of this insurance in installments. Any request must be made to us in writing. The amounts of the installments and how they would be paid depend on what we offer at the time the request is made.

GP-1-R-LB-90 P270.0103

***All Options***

## Portability Privilege

**Applicability:** This provision applies only to this plan's employee Basic group term life insurance. It does not apply to supplemental life insurance, if any is included in this plan. And it does not apply to Accidental Death and Dismemberment with Catastrophic Loss Insurance.

**Important Restriction:** The employee must provide proof of insurability satisfactory to us.

**Portability of Basic Group Term Life Insurance:** An employee may elect to continue all or part of his or her employee Basic group term life insurance, by choosing a portable certificate of coverage, subject to the following terms.

The employee may port his or her coverage if coverage under this plan ends because he or she: (a) has terminated employment; or (b) stops being a member of an eligible class of employees.

The employee may not port his or her coverage, if he or she: (a) has reached his or her 70th birthday on the day coverage under this plan ends; or (b) is eligible for this plan's Basic Group Term Life Insurance Extended Life Benefit.

The employee may not port his or her coverage if coverage under this plan ends due to: (a) failure to pay any required premium; or (b) the end of this group plan.

The employee may port: (a) the full amount(s) of his or her Basic term life insurance as of the day his or her coverage under this plan ends, or (b) 50% of such amount, if such amount under this plan is at least $50,000.00.

**The Portable Certificate of Coverage:** The employee can port to a portable certificate of coverage. The certificate provides group term insurance. It does not provide any: (a) accidental death and dismemberment benefits; (b) income replacement benefits; or (c) extended life benefits or waiver of premium privileges. The benefits provided by the portable certificate of coverage may not be the same as the benefits of this group plan.

The premium for the portable certificate of coverage will be based on: (a) the employee's rate class under this plan; and (b) the employee's age bracket as shown in the Basic Life Portability Coverage Premium Notice.

**How to Port:** To get a portable certificate of coverage, the employee must: (a) apply to us in writing: and (b) pay the required premium. He or she has 31 days from the date his or her coverage under this plan ends to do this. We require proof of insurability satisfactory to us.

**Defined Term:** As used in this provision, the term "port" means to choose a portable certificate of coverage which provides group term life insurance.

GP-1-R-LP-00 P270.0371

***All Options***

## Information About Conversion and Portability

No covered person is allowed to convert his or her coverage, and elect a portable certificate of coverage at the same time. If a situation arises in which a covered person would be eligible to both convert and port, he or she may only exercise one of these privileges. A covered person may never be insured under both a converted policy and a portable certificate of coverage at the same time. The covered person should read his or her plan, as well as any related materials carefully before making an election.

GP-1-R-LPN-95 P270.0300

## Employee Optional Group Term Life Insurance

**Life Benefit:** Subject to the limitations and exclusions below, if the employee dies while insured for this benefit, we'll pay his or her beneficiary the amount shown in the schedule for the plan of benefits the employee has elected. The life benefit may be subject to reductions based on the employee's age. These reductions are also shown in the schedule. The employee's benefit amount, a portion thereof, or increases in such amount may not become effective until he or she submits proof of insurability to us, and we approve it in writing. These requirements are also shown in the schedule.

**Proof of Death:** Subject to all of the terms of this plan, we'll pay this insurance as soon as we receive written proof of death which is acceptable to us. This should be sent to us as soon as possible.

**Suicide Exclusion:** We pay no benefits if the employee's death is due to suicide, if such death occurs within two years from the employee's optional group term life insurance effective date under this plan. Also, we pay no increased benefit amount if the employee's death is due to suicide, if such death occurs within two years from the effective date of the increase.

**Seatbelt and Airbag Benefits:** If the employee dies as a direct result of an automobile accident while properly wearing a seatbelt, we will increase his or her benefit amount by $10,000.00. And if the employee dies as a direct result of an automobile accident while both properly wearing a seatbelt, and sitting in a seat equipped with an airbag, we'll increase his or her benefit amount by an additional $5,000.00, for a total increase of $15,000.00.

**The Beneficiary:** The employee decides who gets this insurance if he or she dies. He or she should have named a beneficiary on his or her enrollment form. The employee can change his or her beneficiary at any time by giving you written notice, unless he or she has assigned this insurance. But the change won't take effect until you give the employee written confirmation of the change.

If the employee named more than one person, but didn't tell us what their shares should be, they'll share equally. If someone named dies before the employee does, his or her share will be divided equally by the beneficiaries still alive, unless the employee tells us otherwise.

If there is no beneficiary when the employee dies, we'll pay the insurance to one of the following: (a) his or her estate; (b) his or her spouse; (c) his or her parents; (d) his or her children; or (e) his or her brothers and sisters.

**Assigning This Life Insurance:** If the employee assigns this insurance, he or she permanently transfers all of his or her rights under this insurance to the assignee. Only one of the following can be an assignee: (a) the employee's spouse; (b) one of the employee's parents or grandparents; (c) one of the employee's children or grandchildren; (d) one of the employee's brothers or sisters; or (e) the trustee(s) of a trust set up for the benefit of one or more of these relatives.

We will recognize an assignee as the owner of the rights assigned only if: (a) the assignment is in writing and signed by the employee; and (b) a signed or certified copy of the written assignment has been received and approved by us.

We will not be responsible for legal, tax or other effects of any assignment, or for any benefits we pay under this plan before we receive and approve any assignment.

We suggest the employee speaks to a lawyer before he or she makes any assignment. If the employee decides he or she wants to assign this insurance, write to us for details.

**Payment to a Minor or Incompetent:** If the employee's beneficiary is a minor or incompetent, we have the option of paying this insurance in monthly installments. We would pay them to the person who cares for and supports the beneficiary.

**Payment of Funeral or Last Illness Expense:** We have the option of paying up to $500.00 of this insurance to any person who incurs expenses for the employee's funeral or last illness.

**Settlement Option:** If the employee or his or her beneficiary asks us, we'll pay all or part of this insurance in installments. Any request must be made to us in writing. The amounts of the installments and how they would be paid depend on what we offer at the time the request is made.

GP-1-R-EOPT-96 P273.0390

***All Options***

## Portability Privilege

**Applicability:** This provision applies only to this plan's employee and dependent Optional group term life insurance. It does not apply to supplemental life insurance, if any is included in this plan. And it does not apply to Accidental Death and Dismemberment with Catastrophic Loss Insurance.

**Important Restriction:** No employee may elect a portable certificate of coverage unless he or she has been covered by this group plan, or the one it replaced, for employee Optional group term life insurance for at least three consecutive months prior to the date his or her coverage under this plan ends.

**Portability of Optional Group Term Life Insurance:** An employee may elect to continue all or part of his or her employee Optional group term life insurance and dependent Optional group term life insurance, by choosing a portable certificate of coverage, subject to the following terms.

The employee may port his or her coverage if coverage under this plan ends because he or she: (a) has terminated employment; or (b) stops being a member of an eligible class of employees.

The employee may not port his or her coverage or coverage for any of his or her dependents, if he or she: (a) has reached his or her 70th birthday on the day coverage under this plan ends; or (b) is eligible for this plan's Optional Group Term Life Insurance Extended Life Benefit.

The employee may not port his or her coverage or coverage for any of his or her dependents if coverage under this plan ends due to: (a) failure to pay any required premium; or (b) the end of this group plan.

The employee may port: (a) the full amount(s) of his or her Optional term life insurance as of the day his or her coverage under this plan ends, or (b) 50% of such amount, if such amount under this plan is at least $50,000.00.

The employee may port: (a) the full amount(s) of his or her dependent Optional term life insurance as of the day his or her coverage under this plan ends; or (b) 50% of such amount(s) if: (i) his or her dependent spouse amount under this plan is at least $20,000.00; and (ii) his or her dependent child amount under this plan is at least $4,000.00. However, if the employee ports the full amount of his or her insurance, any dependent amount(s) ported must be a full amount. And, if the employee elects to port 50% of his or her insurance, any dependent amount(s) ported must be 50% of such amount(s).

The employee may port: (a) his or her insurance only; (b) his or her insurance and insurance of his or her covered spouse; (c) his or her insurance and the insurance of all of his or her covered dependents; or (d) if the employee is a single parent, his or her insurance and the insurance of all of his or her covered dependent children. No other combinations will be allowed.

To be eligible to port, a dependent must be insured as of the day the employee's coverage under this plan ends.

**If An Employee Dies While Insured:** If an employee dies while insured for dependent Optional term life insurance, the employee's spouse may port the insurance of the employee's dependents as described above. But, the spouse and dependents must be insured on the date of death. No dependents will be allowed to port if: (a) there is no surviving spouse; or (b) the surviving spouse has reached his or her 70th birthday on the day the employee dies.

**The Portable Certificate of Coverage:** The employee or surviving spouse can port to a portable certificate of coverage. The certificate provides group term insurance. It does not provide any: (a) accidental death and dismemberment benefits; (b) income replacement benefits; or (c) extended life benefits or waiver of premium privileges. The benefits provided by the portable certificate of coverage may not be the same as the benefits of this group plan.

The premium for the portable certificate of coverage will be based on: (a) the employee's and/or dependent's rate class under this plan; and (b) the employee's or surviving spouse's age bracket as shown in the Optional Life Portability Coverage Premium Notice.

**How to Port:** To get a portable certificate of coverage, the employee or surviving spouse must: (a) apply to us in writing: and (b) pay the required premium. He or she has 31 days from the date his or her coverage under this plan ends to do this. We won't ask for proof that he or she is insurable.

**Defined Term:** As used in this provision, the term "port" means to choose a portable certificate of coverage which provides group term life insurance.

GP-1-R-LP-00 P273.0734

***All Options***

## Information About Conversion and Portability

No covered person is allowed to convert his or her coverage, and elect a portable certificate of coverage at the same time. If a situation arises in which a covered person would be eligible to both convert and port, he or she may only exercise one of these privileges. A covered person may never be insured under both a converted policy and a portable certificate of coverage at the same time. The covered person should read his or her plan, as well as any related materials carefully before making an election.

GP-1-R-LPN-95 P270.0300

***All Options***

**THE FOLLOWING PROVISION APPLIES TO EMPLOYEE BASIC TERM LIFE INSURANCE:**

***All Options***

## Converting This Group Term Life Insurance

**If Employment or Eligibility Ends:** The employee's group life insurance ends if: (a) his or her employment ends; or (b) he or she stops being a member of an eligible class of employees. If either happens, the employee can convert his or her group life insurance to an individual life insurance policy. Conversion choices are based on the employee's disability status.

If the employee is not disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium", he or she can convert to a permanent life insurance policy. The employee can convert the amount for which he or she was covered under this plan, less any group life benefits he or she becomes eligible for in the 31 days after this insurance ends.

If the employee: (a) is disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium"; and (b) has not yet been approved for the Extended Life Benefit, he or she can convert to: (a) a permanent life insurance policy; or (b) an interim term insurance policy, as explained in the section labeled "Interim Term Insurance". The employee can convert the full amount for which he or she was covered under this plan.

If the disabled employee is later approved for the Extended Life Benefit, then the converted policy, if any, is cancelled as of our approval date.

**If The Group Plan Ends or Group Life Insurance Is Dropped:** The employee's group life insurance also ends if: (a) this group plan ends; or (b) life insurance is dropped from the group plan for all employees or for his or her class. If either happens, the employee may be eligible to convert as explained below. Conversion choices are based on the employee's disability status.

If the employee: (a) is not disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium", when this coverage ends; and (b) the employee has been insured by a Guardian group life plan for at least five years, he or she can convert to a permanent life insurance policy. But, the amount the employee can convert is limited to the lesser of: (a) $10,000.00; or (b) the amount of his or her insurance under this plan, less any group life benefits he or she becomes eligible for in the 31 days after this insurance ends.

If the employee: (a) is disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium"; and (b) has not yet been approved for the Extended Life Benefit, he or she can convert to: (a) a permanent life insurance policy; or (b) an interim term insurance policy. The employee can convert the full amount for which he or she was covered under this plan.

If the disabled employee is later approved for the Extended Life Benefit, then the converted policy, if any, is cancelled as of our approval date.

**The Converted Policy:** The premium for the converted policy will be based on the employee's age on the converted policy's effective date. The converted policy will start at the end of the period allowed for conversion. The converted policy does not include disability or dismemberment benefits.

**Interim Term Insurance:** If the employee: (a) is disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium" and (b) has not yet been approved for the Extended Life Benefit, the employee has the option to convert his or her coverage to an individual term life insurance policy. The individual term policy requires lower premiums than an individual permanent insurance policy.

This Interim term policy is available for only one year from the date the employee becomes disabled. During this year, if the employee is approved for the Extended Life Benefit, the interim term insurance is cancelled, as of our approval date. If, after one year, we have not approved the employee for the Extended Life Benefit, he or she must convert to an individual permanent life insurance policy, or coverage will end. Premiums for the individual permanent life insurance policy will be based on the employee's age as of the date he or she converts from the interim term insurance policy.

**How and When to Convert:** To get a converted policy, the employee must apply to us in writing and pay the required premium. He or she has 31 days after his or her group life insurance ends to do this. We won't ask for proof that he or she is insurable.

**Death During the Conversion Period:** If an employee dies in the 31 days allowed for conversion, we'll pay his or her beneficiary the amount he or she could have converted. We'll pay whether or not he or she applied for conversion.

GP-1-R-LCONV-99 P275.0346

***All Options***

**THE FOLLOWING PROVISION APPLIES TO EMPLOYEE OPTIONAL GROUP TERM LIFE INSURANCE:**

*All Options*

## Converting This Group Term Life Insurance

**If Employment or Eligibility Ends:** The employee's group life insurance ends if: (a) his or her employment ends; or (b) he or she stops being a member of an eligible class of employees. If either happens, the employee can convert his or her group life insurance to an individual life insurance policy. Conversion choices are based on the employee's disability status.

If the employee is not disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium", he or she can convert to a permanent life insurance policy. The employee can convert the amount for which he or she was covered under this plan, less any group life benefits he or she becomes eligible for in the 31 days after this insurance ends.

If the employee: (a) is disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium"; and (b) has not yet been approved for the Extended Life Benefit, he or she can convert to: (a) a permanent life insurance policy; or (b) an interim term insurance policy, as explained in the section labeled "Interim Term Insurance". The employee can convert the full amount for which he or she was covered under this plan.

If the disabled employee is later approved for the Extended Life Benefit, then the converted policy, if any, is cancelled as of our approval date.

**If The Group Plan Ends or Group Life Insurance Is Dropped:** The employee's group life insurance also ends if: (a) this group plan ends; or (b) life insurance is dropped from the group plan for all employees or for his or her class. If either happens, the employee may be eligible to convert as explained below. Conversion choices are based on the employee's disability status.

If the employee: (a) is not disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium", when this coverage ends; and (b) the employee has been insured by a Guardian group life plan for at least five years, he or she can convert to a permanent life insurance policy. But, the amount the employee can convert is limited to the lesser of: (a) $10,000.00; or (b) the amount of his or her insurance under this plan, less any group life benefits he or she becomes eligible for in the 31 days after this insurance ends.

If the employee: (a) is disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium"; and (b) has not yet been approved for the Extended Life Benefit, he or she can convert to: (a) a permanent life insurance policy; or (b) an interim term insurance policy. The employee can convert the full amount for which he or she was covered under this plan.

If the disabled employee is later approved for the Extended Life Benefit, then the converted policy, if any, is cancelled as of our approval date.

**The Converted Policy:** The premium for the converted policy will be based on the employee's age on the converted policy's effective date. The converted policy will start at the end of the period allowed for conversion. The converted policy does not include disability or dismemberment benefits.

**Interim Term Insurance:** If the employee: (a) is disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium" and (b) has not yet been approved for the Extended Life Benefit, the employee has the option to convert his or her coverage to an individual term life insurance policy. The individual term policy requires lower premiums than an individual permanent insurance policy.

This Interim term policy is available for only one year from the date the employee becomes disabled. During this year, if the employee is approved for the Extended Life Benefit, the interim term insurance is cancelled, as of our approval date. If, after one year, we have not approved the employee for the Extended Life Benefit, he or she must convert to an individual permanent life insurance policy, or coverage will end. Premiums for the individual permanent life insurance policy will be based on the employee's age as of the date he or she converts from the interim term insurance policy.

**How and When to Convert:** To get a converted policy, the employee must apply to us in writing and pay the required premium. He or she has 31 days after his or her group life insurance ends to do this. We won't ask for proof that he or she is insurable.

**Death During the Conversion Period:** If an employee dies in the 31 days allowed for conversion, we'll pay his or her beneficiary the amount he or she could have converted. We'll pay whether or not he or she applied for conversion.

GP-1-R-LCONV-99 P275.0347

***All Options***

## Employee Accelerated Life Benefit

**IMPORTANT NOTICE: USE OF THE BENEFIT PROVIDED BY THIS SECTION MAY HAVE TAX IMPLICATIONS AND MAY AFFECT GOVERNMENT BENEFITS OR CREDITORS. THE EMPLOYEE SHOULD CONSULT WITH HIS OR HER TAX OR FINANCIAL ADVISOR BEFORE APPLYING FOR THIS BENEFIT.**

**PLEASE NOTE: THE AMOUNT OF GROUP TERM LIFE INSURANCE IS PERMANENTLY REDUCED BY THE GROSS AMOUNT OF THE ACCELERATED LIFE BENEFIT PAID TO THE EMPLOYEE.**

**Accelerated Life Benefit:** If an employee has a medical condition that is expected to result in his or her death within 6 months, such employee may apply for an Accelerated Life Benefit. An Accelerated Life Benefit is a payment of part of an employee's group term life insurance made to him or her before he or she dies.

We subtract the gross amount paid to an employee as an Accelerated Life Benefit from the amount of his or her group term life insurance under this plan. The remaining amount of his or her group term life insurance is permanently reduced by the gross amount paid to the employee.

By "group term life insurance" we mean any Employee Basic Group Term Life Insurance and Employee Optional Group Term Life Insurance for which an employee is insured under this plan. "Group term life insurance" does not mean Accidental Death and Dismemberment Benefits, any insurance provided under this plan for covered persons other than the employee or any scheduled increase in the amount of any Employee Group Term Life Insurance that is due within the six month period after the date the employee applies for the Accelerated Life Benefit.

By "gross amount" we mean the amount of an Accelerated Life Benefit elected by an employee, before the discount and the processing fee are subtracted.

For the purposes of this provision, "terminal condition" means a medical condition that is expected to result in the employee's death within 6 months.

The employee may use the Accelerated Life Benefit in any way he or she chooses. But he or she may receive only one Accelerated Life Benefit during his or her lifetime. If he or she lives longer than 6 months, or if he or she recovers from the condition, the benefit does not have to be repaid. But the amount of this benefit is not restored to the employee's remaining group term life insurance. And the employee may not receive another Accelerated Life Benefit if he or she has a relapse or develops another terminal condition.

**Maximum Benefit Amount:** The amount of the Accelerated Life Benefit for which the employee may apply is based on the amount of such employee's group term life insurance for which he or she is insured on the day before he or she applies for the benefit. The minimum benefit amount is the lesser of: (a) $10,000.00; or (b) 50% of the inforce amount. The maximum benefit amount is the lesser of: (a) $500,000.00; or (b) 50% of the inforce amount.

**Discount:** The amount for which the employee applies is discounted to the present value in six months from the date the benefit is paid, based on the maximum adjustable policy loan interest rate permitted in the state in which the employer is located.

A detailed statement of the method of computing the amount of the Accelerated Life Benefit is filed with each state insurance department. This statement is available from The Guardian upon request.

**Processing Fee:** A fee of up to $150.00 may also be required for the administrative cost of evaluating and processing an employee's Accelerated Life Benefit. This fee is deducted from the amount of the Accelerated Life Benefit paid to the employee.

**Payment of An Accelerated Life Benefit:** If we approve an employee's application for an Accelerated Life Benefit, we pay the amount he or she has elected, less the discount and the processing fee.We pay the benefit to the employee in one lump sum. And what we pay is subject to all of the other terms of this plan.

**How And When To Apply:** To receive the Accelerated Life Benefit, the employee must send us written proof from a licensed doctor who is operating within the scope of his or her license that the employee's medical condition is expected to result in such employee's death within 6 months of the date of the written medical proof. We must approve such proof in writing before the Accelerated Life Benefit will be paid.

We can have the employee examined by a doctor of our choice to verify the terminal condition. We'll pay the cost of such examination. We will not pay the Accelerated Life Benefit if our doctor does not verify the terminal condition.

If we approve an employee to receive an Accelerated Life Benefit, we give the employee a statement which shows: (a) the amount of the maximum Accelerated Life Benefit for which the employee is eligible; and (b) the amount by which the employee's group term life insurance will be reduced if he or she elects to receive the maximum Accelerated Life Benefit; and (c) the amount of the processing fee.

Even if an employee is receiving an Extended Life Benefit under this plan, he or she can still apply for an Accelerated Life Benefit. However, once an employee converts his or her group term life insurance, the terms of the converted life policy will apply. Any amount to which the employee could otherwise convert is permanently reduced by the gross amount of the Accelerated Life Benefit paid to the employee.

Please read "The Employee's Remaining Group Term Life Insurance" provision for restrictions that may apply.

**If An Employee Has Assigned His or Her Group Term Life Insurance:** If an employee has already assigned his or her group term life insurance, according to the terms of this plan, he or she can't apply for an Accelerated Life Benefit.

**If The Employee Is Incompetent:** If the employee is determined to be legally incompetent, the person the court appoints to handle the employee's legal affairs may apply for the Accelerated Life Benefit for the employee.

**The Employee's Remaining Group Term Life Insurance:** The remaining amount of group term life insurance for which an employee is covered after receiving an Accelerated Life Benefit payment is subject to any increases or cutbacks that would otherwise apply to the employee's insurance. Applicable cutbacks are applied to the amount of group term life insurance for which the employee is insured on the day before he or she applies for the Accelerated Life Benefit.

The premium cost of the employee's remaining coverage is based on the amount of his or her group term life insurance for which he or she is insured on the day before he or she applies for the Accelerated Life Benefit.

The employee may be required to provide proof of insurability for increased amounts. If he or she is, we must approve that proof in writing before the employee is covered for the new amount.

The total amount of group term life insurance the beneficiary would otherwise receive upon the employee's death is reduced by the gross amount of the Accelerated Life Benefit paid to the employee.

If the employee dies after electing the Accelerated Life Benefit, but before we send the benefit to him or her, the beneficiary will receive the amount of the employee's group term life insurance for which such employee is insured on the day before he or she applies for the Accelerated Life Benefit.

**Restrictions:** We will not pay an Accelerated Life Benefit to an employee who:

- is required by law to use the payment to meet the claims of creditors, whether or not the employee is in bankruptcy; or
- is required by court order to pay all or part of the benefit to another person; or
- is required by a government agency to use the payment to apply for, to receive or to maintain a governmental benefit or entitlement; or

- loses his or her coverage under the group plan for any reason after he or she elects the Accelerated Life Benefit but before we pay such benefit to him or her.

GP-1-R-EALB-95 P270.0307

***All Options***

**Extended Life Benefit With Waiver of Premium**

**Important Notice:** This section applies to the employee's basic life benefit. But, it does not apply to his or her accidental death and dismemberment benefits; nor to any of his or her dependent's insurance under this group plan. In order to continue dependent basic life insurance, the employee must convert his or her dependent coverage. To convert dependent coverage, he or she must choose an individual permanent policy.

**If an Employee is Disabled:** An employee is disabled if he or she meets the definition of total disability, as stated below. If a disabled employee meets the requirements in the "How and When to Apply" provision, we'll extend his or her basic life insurance under this section without payment of premiums from you or the employee.

Total Disability or Totally Disabled means, due to sickness or injury, an employee is:

(a) not able to perform any work for wages or profit; and

(b) he or she is receiving regular doctor's care appropriate to the cause of disability.

**How and When To Apply:** To apply for this extension, the employee must submit acceptable written medical proof of his or her total disability. He or she must provide this proof within one year of the onset of that disability. Any claim filed after one year from the onset of total disability will be denied. We will deny the claim unless we receive written proof that: (a) the employee lacked the legal capacity to file the claim; or (b) it was not reasonably possible for the employee to file the claim.

Also, in order to be eligible for this extension, the employee must:

(a) become totally disabled before he or she reaches age 60 and while insured by the group plan; and

(b) remain totally disabled for nine continuous months.

The employee may apply for this benefit immediately upon the onset of disability.

**Continued Eligibility For Extended Life Benefit:** We require periodic written proof that the employee remains totally disabled to maintain this extension. This written proof of the employee's: (a) continued disability; and (b) doctor's care, must be provided to us within 30 days of the date we make each such request.

We can require the employee to take part in a medical assessment, with a medical specialist of our choice. During the first two years of this extension, we may require this as often as we feel is reasonably necessary. But after two years, we can't have the employee examined more than once a year.

**Until We've Approved an Employee for this Extended Life Benefit:** An employee's life insurance under the group plan may end after he or she's become totally disabled, but before we've approved him or her for this extension. During this time period, the employee may either:

(a) continue group premium payments, including any portion which would have been paid by the employer, until he or she is approved or declined for this extended life benefit; or

(b) convert to an individual permanent or term policy. Please read the section labeled "Converting This Group Term Life Insurance" for details on how to convert.

However, the employee must convert if: (i) this group plan terminates; and (ii) he or she is totally disabled and eligible, but not yet approved, for this extended benefit. He or she must remain insured under such policy until approved by us for the extended benefit.

Converting does not stop the employee from claiming his or her rights under this section. But if he or she converts and we later approve him or her for this extended benefit, we'll cancel the converted policy as of our approval date. Once an employee is approved for this extended benefit, his or her group term life coverage will be reinstated at no further cost to you or the employee.

**When This Extension Begins:** Once approved by us, an employee's extended benefit will be effective on the later of:

(a) nine continuous months from the date active full-time service ends due to total disability; or

(b) the date we approve the employee for this benefit.

GP-1-R-LW-TD-99-1-MD P275.0063

***All Options***

**When This Extension Ends:** An employee's extension will end on the earliest of:

(a) the date he or she is no longer disabled;

(b) the date we ask an employee to be examined by our doctor, and he or she refuses;

(c) the date the employee does not give us the proof of disability we require;

(d) the date the employee is no longer receiving regular doctor's care appropriate to the cause of disability; or

(e) the date the employee reaches his or her Social Security Normal Retirement Age, as defined in the 1983 amendment to the Social Security Act.

If the extension ends, and the employee is not insured by the group plan again as an active full-time employee, the employee can convert as if his or her employment just ended. Read the section labeled "Converting This Group Term Life Insurance".

**If an Employee Dies While Covered By This Extension:** If an employee dies while covered by this extension we'll pay his or her beneficiary the amount for which he or she was covered as of his or her last day of active full-time work, subject to all reductions which would have applied had he or she stayed an active employee.

**Proof of Death:** We'll pay as soon as we receive:

(a) written proof of the employee's death, that is acceptable to us; and

(b) medical proof that the employee was continuously disabled until his or her death. This must be sent within one year of the employee's death.

GP-1-R-LW-TD-99-2 P275.0049-R

***All Options***

**Extended Life Benefit With Waiver of Premium**

**Important Notice:** This section applies to the employee's optional life benefit. But, it does not apply to his or her accidental death and dismemberment benefits; nor to any of his or her dependent's insurance under this group plan. In order to continue dependent optional life insurance, the employee must convert his or her dependent coverage. To convert dependent coverage, he or she must choose an individual permanent policy.

**If an Employee is Disabled:** An employee is disabled if he or she meets the definition of total disability, as stated below. If a disabled employee meets the requirements in the "How and When to Apply" provision, we'll extend his or her optional life insurance under this section without payment of premiums from you or the employee.

Total Disability or Totally Disabled means, due to sickness or injury, an employee is:

(a) not able to perform any work for wages or profit; and

(b) he or she is receiving regular doctor's care appropriate to the cause of disability.

**How and When To Apply:** To apply for this extension, the employee must submit acceptable written medical proof of his or her total disability. He or she must provide this proof within one year of the onset of that disability. Any claim filed after one year from the onset of total disability will be denied. We will deny the claim unless we receive written proof that: (a) the employee lacked the legal capacity to file the claim; or (b) it was not reasonably possible for the employee to file the claim.

Also, in order to be eligible for this extension, the employee must:

(a) become totally disabled before he or she reaches age 60 and while insured by the group plan; and

(b) remain totally disabled for nine continuous months.

The employee may apply for this benefit immediately upon the onset of disability.

**Continued Eligibility For Extended Life Benefit:** We require periodic written proof that the employee remains totally disabled to maintain this extension. This written proof of the employee's: (a) continued disability; and (b) doctor's care, must be provided to us within 30 days of the date we make each such request.

We can require the employee to take part in a medical assessment, with a medical specialist of our choice. During the first two years of this extension, we may require this as often as we feel is reasonably necessary. But after two years, we can't have the employee examined more than once a year.

**Until We've Approved an Employee for this Extended Life Benefit:** An employee's life insurance under the group plan may end after he or she's become totally disabled, but before we've approved him or her for this extension. During this time period, the employee may either:

(a) continue group premium payments, including any portion which would have been paid by the employer, until he or she is approved or declined for this extended life benefit; or

(b) convert to an individual permanent or term policy. Please read the section labeled "Converting This Group Term Life Insurance" for details on how to convert.

However, the employee must convert if: (i) this group plan terminates; and (ii) he or she is totally disabled and eligible, but not yet approved, for this extended benefit. He or she must remain insured under such policy until approved by us for the extended benefit.

Converting does not stop the employee from claiming his or her rights under this section. But if he or she converts and we later approve him or her for this extended benefit, we'll cancel the converted policy as of our approval date. Once an employee is approved for this extended benefit, his or her group term life coverage will be reinstated at no further cost to you or the employee.

**When This Extension Begins:** Once approved by us, an employee's extended benefit will be effective on the later of:

(a) nine continuous months from the date active full-time service ends due to total disability; or

(b) the date we approve the employee for this benefit.

***All Options***

**When This Extension Ends:** An employee's extension will end on the earliest of:

(a) the date he or she is no longer disabled;

(b) the date we ask an employee to be examined by our doctor, and he or she refuses;

(c) the date the employee does not give us the proof of disability we require;

(d) the date the employee is no longer receiving regular doctor's care appropriate to the cause of disability; or

(e) the day before the date the employee reaches age 65.

If the extension ends, and the employee is not insured by the group plan again as an active full-time employee, the employee can convert as if his or her employment just ended. Read the section labeled "Converting This Group Term Life Insurance".

**If an Employee Dies While Covered By This Extension:** If an employee dies while covered by this extension we'll pay his or her beneficiary the amount for which he or she was covered as of his or her last day of active full-time work, subject to all reductions which would have applied had he or she stayed an active employee.

**Proof of Death:** We'll pay as soon as we receive:

(a) written proof of the employee's death, that is acceptable to us; and

(b) medical proof that the employee was continuously disabled until his or her death. This must be sent within one year of the employee's death.

GP-1-R-LW-TD-99-2 P275.0049

***All Options***

**LifeAssist**

An employee who is eligible for this plan's Optional Life Extended Life Benefit may also be eligible for the LifeAssist benefit.

**When and How The LifeAssist Benefit Begins:** An employee becomes eligible for LifeAssist benefits when all of the following conditions are met:

(a) he or she is eligible for this plan's Optional Life Extended Life Benefit; and

(b) he or she is functionally disabled, as defined below; and

(c) he or she has been insured under this Optional Life plan for at least 12 consecutive months, prior to the start of his or her disability.

Functional Disability or Functionally Disabled means, due to sickness or injury, an employee is:

(a) not able to perform 2 or more activities of daily living on a routine basis, without help; or

(b) cognitively impaired and needs verbal cueing to protect him/herself or others; and

he or she is:

(c) receiving regular doctor's care appropriate to the cause of disability; and

(d) not working for wage or profit.

Activities of Daily Living means:

(1) Bathing: the ability to wash in a tub or shower; or by taking a sponge bath; and to towel dry, with or without equipment or adaptive devices.

(2) Dressing: the ability to put on and take off all clothes; and those medically necessary braces or

prosthetic limbs usually worn; and also to fasten or unfasten them.

(3) Toileting: the ability to get to and from and on and off the toilet; to maintain personal hygiene; and to care for clothes.

(4) Transferring: the ability to move in and out of a chair or bed with or without equipment such as: canes; walkers; crutches; grab bars; or any other support devices.

(5) Continence: the ability to control bowel and bladder function; or, in event of incontinence, the ability to maintain personal hygiene.

(6) Eating: the ability to get food into the body by any means once it has been prepared and made available.

Cognitively impaired means a decline or loss in intellectual aptitude. Such loss may result from: (a) injury; (b) sickness; (c) Alzheimer's disease; or (d) similar forms of senility or irreversible dementia. It must be supported by clinical proof and standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.

**Payment of Benefits:** We pay this benefit monthly, in arrears. We pay benefits to the employee if he or she is legally competent. If he or she is not, we pay benefits to the legal representative of his or her estate.

**What We Pay:** Subject to all the terms of this plan, the monthly LifeAssist benefit is equal to 1% of the employee's Optional Life Extended Life Benefit, to a monthly maximum of $2,000.00.

Payments are made based on a 30 day month. An employee may be eligible for the LifeAssist benefit for only part of a month. In such case, we compute the benefit payable as 1/30th of the monthly benefit times the number of days he or she is eligible for this benefit.

While an employee is approved for the Optional Life Extended Life Benefit, if his or her life insurance coverage is reduced under the extension, the amount of the LifeAssist benefit is reduced accordingly.

**Continued Eligibility For The LifeAssist Benefit:** We may require periodic written proof that the employee remains functionally disabled. This written proof of the employee's continued disability and regular doctor's care must be provided to us within 30 days of the date we make each such request.

We can require the employee to take part in a medical assessment, with a medical professional of our choice, as often as we feel is reasonably necessary.

**When The LifeAssist Benefit Ends:** We stop paying this benefit on the earliest of the following dates:

(a) the date the employee is no longer functionally disabled;

(b) the date the employee is no longer eligible for this Optional Life plan's Extended Life Benefit;

(c) the date we ask an employee to take part in a medical assessment and he or she refuses;

(d) the date the employee does not give us proof of disability we require;

(e) the date the employee is no longer receiving regular doctor's care appropriate to the disability; and

(f) the date the lifetime maximum LifeAssist benefit is reached.

The lifetime maximum LifeAssist benefit payments to be made to an employee by this plan are 100 months of benefit payments.

GP-1-R-LSUPP-99 P275.0352

***All Options***

## COMPUTATION OF GROUP LIFE INSURANCE PREMIUMS

**Definitions:**

"Plan" means the Guardian group life insurance plan purchased by the employer.

"We", "us", and "our" mean the Guardian Life Insurance Company of America.

"You" and "your" mean the employer who purchased this plan.

**How Group Life Rates Are Computed:**

The "Table of Individual Rates" shown below will, subject to our rating methods, be used in computing the premium charges for this plan's group life insurance. As stated in this plan's "Premiums" section, we can change that table.

When this plan's group life insurance starts, we'll compute a preliminary monthly rate. We do this by: (1) multiplying the individual rates by the amounts of insurance in force at the respective ages, nearest birthday, of all employees; and (2) dividing the result by the total amount of insurance in force. Using the characteristics of your group, and our rating methods, we'll modify such preliminary rate and compute your final premium rate.

We may also compute your final premium rate by any other method we and you agree upon, which produces approximately the same total premium.

**If We Provide Supplemental Term Life Insurance:** If we provide Supplemental Term Life Insurance, we'll use the employee's rated age to compute premium rates, if the employee is placed in a substandard class.

**If You Pay Monthly Premiums:** If you pay monthly premiums, each monthly payment will be equal to the product of the total amount of insurance in force on the premium's due date and the monthly rate in effect for each employee.

**If You Pay Annual, Semi-Annual, or Quarterly Premiums:** If you pay annual, semi-annual or quarterly premiums, we'll compute the applicable rate by multiplying the monthly rate so obtained by 11.823, 5.956, or 2.985, respectively.

**Table of Individual Rates**
Group Term Life Insurance
Monthly Premiums Per $1,000.00 of Employee Life Insurance

| Age Nearest Birthday | Monthly Rate | Age Nearest Birthday | Monthly Rate | Age Nearest Birthday | Monthly Rate | Age Nearest Birthday | Monthly Rate |
|---|---|---|---|---|---|---|---|
| 15 | $ .19 | 32 | $ .28 | 49 | $ .97 | 66 | $ 4.11 |
| 16 | .20 | 33 | .29 | 50 | 1.06 | 67 | 4.48 |
| 17 | .21 | 34 | .30 | 51 | 1.16 | 68 | 4.89 |
| 18 | .22 | 35 | .32 | 52 | 1.26 | 69 | 5.34 |
| 19 | .23 | 36 | .34 | 53 | 1.38 | 70 | 5.81 |
| 20 | .23 | 37 | .36 | 54 | 1.51 | 71 | 6.32 |
| 21 | .24 | 38 | .38 | 55 | 1.65 | 72 | 6.84 |
| 22 | .24 | 39 | .41 | 56 | 1.80 | 73 | 7.38 |
| 23 | .25 | 40 | .45 | 57 | 1.97 | 74 | 7.95 |
| 24 | .25 | 41 | .49 | 58 | 2.14 | 75 | 8.56 |
| 25 | .25 | 42 | .53 | 59 | 2.32 | 76 | 9.24 |
| 26 | .25 | 43 | .58 | 60 | 2.51 | 77 | 10.00 |
| 27 | .26 | 44 | .63 | 61 | 2.72 | 78 | 10.86 |

| Age Nearest Birthday | Monthly Rate | Age Nearest Birthday | Monthly Rate | Age Nearest Birthday | Monthly Rate | Age Nearest Birthday | Monthly Rate |
|---|---|---|---|---|---|---|---|
| 28 | .26 | 45 | .68 | 62 | 2.96 | 79 | 11.81 |
| 29 | .26 | 46 | .74 | 63 | 3.21 | 80 | 12.83 |
| 30 | .27 | 47 | .81 | 64 | 3.48 | | |
| 31 | .27 | 48 | .89 | 65 | 3.78 | | |

Upon request we will furnish rates for ages not shown.

**Employee Contributions:** Employees' required contributions towards the cost of this insurance may not vary solely by sex.

**When Rates Can Be Changed:** We or you may require appropriate rate changes on each Policy Anniversary after the effective date of this plan, or on any date on which the above table is changed.

GP-1-R-LRMP-86-1 P270.0023

***All Options***

## Dependent Spouse and Child Optional Term Life Insurance

**The Choices:** The employee may choose one of the plans of dependent spouse optional term life insurance, and one of the plans of dependent child optional term life insurance offered by you. These plans are shown in the schedule. However, the employee can only be insured under one spouse plan and one child plan at a time. He or she must notify you of his or her elections, and pay the required premium.

The employee may switch to other plans of benefits during the dependent optional life enrollment period. The enrollment period is shown in the schedule. Subject to any of this plan's proof of insurability requirements, the employee will be insured under the new plan of benefits as of the transfer date shown in the schedule. The employee must notify you of any desired switch.

**The Benefit:** Subject to the limitations and exclusions shown below, if one of the employee's dependents dies while insured for this benefit, we pay the amount shown in the schedule for the plan the employee has elected. We pay this in a lump sum when we receive written proof of death which is acceptable to us. The employee must send the proof to us as soon as soon as possible.

We pay the employee, if he or she is living. If the employee is not living, and the dependent was the employee's child, we pay the employee's spouse. If the employee's spouse is not living, we pay the child's living brothers and sisters in equal shares. If there are none, we pay the child's estate. If the dependent was the employee's spouse, we pay the spouse's estate.

**Suicide Exclusion:** We pay no benefits if the dependent's death is due to suicide, if such death occurs within two years from the effective date of the dependent's optional term life insurance under this plan. Also, we pay no increased benefit amount if the dependent's death is due to suicide, if such death occurs within two years from the effective date of the increase.

**Seatbelt and Airbag Benefits:** If a dependent dies as a direct result of an automobile accident while properly wearing a seatbelt, we will increase the benefit amount by $5,000.00. And if a dependent dies as a direct result of an automobile accident while both properly wearing a seatbelt, and sitting in a seat equipped with an airbag, we'll increase the benefit amount by an additional $2,500.00, for a total increase of $7,500.00.

**Payment to a Minor or Incompetent:** If the beneficiary is a minor or not competent, we have the right to pay in monthly installments. We would pay the person who cares for and supports the beneficiary. We completely discharge our liability for any amounts paid this way.

GP-1-R-DOPT-96 P293.0012

*All Options*

## Converting This Dependent Term Life Insurance

**If the Employee's Group Life Insurance Ends or He or She Stops Being Eligible:** Dependent term life insurance ends for all of an employee's dependents when his or her group life insurance ends. The employee's insurance ends when: (a) his or her active full-time employment ends; (b) he or she stops being a member of a class of employees eligible for employee group life insurance; (c) his or her group life insurance is extended under the Extended Life Benefit provision; or (d) he or she dies.

Dependent term life insurance also ends when an employee stops being a member of a class of employees eligible for dependent term life insurance.

If one of the above happens, each dependent who was insured may convert all or part of his or her insurance.

**If This Plan Ends or Life Insurance is Dropped:** Dependent term life insurance also ends for all of an employee's dependents when this plan ends. And it ends if either employee or dependent term life insurance is dropped from this plan for all employees or for the employee's class.

If one of the above happens, and an employee's dependents have been insured by a Guardian group plan for at least five years, they can convert. But we limit the amount each dependent can convert to the lesser of: (a) $10,000.00; and (b) the amount of his or her insurance under this plan less any group life benefits for which he or she becomes eligible in the 31 days after this insurance ends.

**If a Dependent Stops Being Eligible:** A dependent's term life insurance ends when he or she stops being an eligible dependent as defined by this plan. If a dependent stops being eligible, that dependent can convert all or part of his or her insurance.

**The Converted Policy:** The dependent can convert to one of the individual life insurance policies we normally issue. That policy can't include disability benefits. And it can't be a term policy.

The premium for the converted policy will be based on: (a) the dependent's risk and rate class under this plan; and (b) the dependent's age when the converted policy takes effect. The converted policy takes effect at the end of the period allowed for conversion.

Write to us for details.

**How and When to Convert:** To get a converted policy, the dependent must apply to us in writing and pay the required premium. He or she has 31 days after his or her group insurance ends to do this. We won't ask for proof that he or she is insurable.

If the dependent is a minor or not competent, the person who cares for and supports the dependent may apply for him or her.

**Death During the Conversion Period:** If a dependent dies in the 31 days allowed for conversion, we pay the amount he or she could have converted, as stated above. We do this whether or not he or she applied for conversion.

GP-1-R-DEPL-03 P295.0096

*All Options*

## Employee Basic Accidental Death And Dismemberment With Catastrophic Loss Benefits

**The Benefit:** We'll pay the benefits described below if an employee suffers an irreversible covered loss due to an accident that occurs while he or she is insured. The loss must be a direct result of the accident, independent of all other causes. And, it must occur within 365 days of the date of the accident.

**Covered Losses:** Benefits will be only for losses identified in the following table. The Insurance Amount is shown in the Schedule of Benefits.

**ACCIDENTAL DEATH AND DISMEMBERMENT**

| Covered Loss | Benefit |
|---|---|
| Loss of Life | 100% of Insurance Amount |
| Loss of a hand | 50% of Insurance Amount |
| Loss of a foot | 50% of Insurance Amount |
| Loss of sight in one eye | 50% of Insurance Amount |
| Loss of thumb and index finger of same hand | 25% of Insurance Amount |

**CATASTROPHIC LOSS BENEFITS**

| Covered Loss | Benefit |
|---|---|
| Quadriplegia (total paralysis of upper and lower limbs, bilaterally) | 100% of Insurance Amount |
| Loss of speech and hearing (both ears) | 100% of Insurance Amount |
| Loss of cognitive function | 100% of Insurance Amount |
| Comatose state, in excess of one month | 100% of Insurance Amount |
| Hemiplegia (total paralysis of upper and lower limbs, unilaterally) | 50% of Insurance Amount |
| Paraplegia (total paralysis of both lower limbs) | 50% of Insurance Amount |
| Loss of speech or hearing (both ears) | 50% of Insurance Amount |

For covered multiple losses due to the same accident, we will pay 100% of the Insurance Amount. We won't pay more than 100% of the Insurance Amount for all losses due to the same accident, except under the Seatbelt and Airbag Benefit, and the Repatriation Benefit provisions.

Loss of:

(a) cognitive function means a significant decline or loss in intellectual aptitude. Such loss must result from an accidental injury. It must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.

(b) a hand or foot means it is completely cut off at or above the wrist or ankle.

(c) sight means the total and permanent loss of sight.

(d) speech or hearing means that speech or hearing is lost entirely.

**Payment of Benefits:** For covered loss of life, we pay the beneficiary of the employee's basic group term life insurance.

For all other covered losses, we pay the employee, if he or she is living. If not, we pay the beneficiary of the employee's basic group term life insurance.

We pay all benefits in a lump sum, as soon as we receive proof of loss which is acceptable to us. This should be sent to us as soon as possible.

GP-1-R-ADCL1-00 P310.0816-R

***All Options***

**Seatbelt and Airbag Benefits:** If the employee dies as a direct result of a motor vehicle accident while properly wearing a seatbelt, we will increase his or her benefit by $10,000.00. And if the employee dies as a direct result of a motor vehicle accident while both: (a) properly wearing a seatbelt; and (b) sitting in a seat equipped with an airbag; we'll increase his or her benefit by another $5,000.00, for a total increase of $15,000.00.

**Repatriation Benefit:** For covered loss of life due to an accident which occurs at least 75 miles from the employee's home, we pay an extra sum. We pay up to $5,000.00 for costs to prepare and transport the body to a mortuary chosen by the employee or an authorized agent.

**Exclusions:** We won't pay for any loss caused directly or indirectly:

- by willful self-injury, suicide, or attempted suicide;
- by sickness, disease, mental infirmity, medical or surgical treatment;
- by the employee taking part in a riot or other civil disorder; or in the commission of or attempt to commit a felony;
- by travel on any type of aircraft if the employee is an instructor or crew member; or has any duties at all on that aircraft;
- by declared or undeclared war or act of war or armed aggression;
- while the employee is a member of any armed force;
- while the employee is a driver in a motor vehicle accident, if he or she does not hold a current and valid driver's license;
- by the employee's legal intoxication; this includes, but is not limited to, the employee's operation of a motor vehicle; or
- by the employee's voluntary use of a controlled substance, unless: (1) it was prescribed for the employee by a doctor; and (2) it was used as prescribed. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time.

GP-1-R-ADCL2-00 P310.0418-R

***All Options***

**SPOUSAL EDUCATION AND RETRAINING BENEFIT**

If an employee suffers a specified loss due to an accidental bodily injury, we will pay a spousal education and retraining benefit subject to all the terms below.

**When and How the Spousal Education and Retraining Benefit Begins:** We will pay a spousal education and retraining benefit when all of the following conditions are met:

(a) a benefit is payable under this plan's Employee Basic Accidental Death and Dismemberment with Catastrophic Loss (ADDCL) Benefit, due to a specified loss; and

(b) on the date of the accidental injury which results in the specified loss, the employee and spouse share the same place of residence;

(c) we receive proof of the spouse's enrollment in an institute of higher learning. The spouse must: (i) be enrolled on the date of the accidental injury which results in the specified loss; or (ii) enroll within 12 months of this date.

**Specified Loss** means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury, resulting in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury resulting in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.

**Institute of Higher Learning** includes, but is not limited to: (a) universities; (b) colleges; (c) trade schools; and (d) professional schools. It does not include graduate level programs.

**What We Pay:** Subject to all the terms of this plan, the Spousal Education and Retraining Benefit per academic term is equal to the lesser of: (i) the spouse's net tuition expense for the term; (ii) 5% of the Employee Basic ADDCL Benefit paid as a result of the specified loss; and (iii) $2,500.00.

**Tuition Expense** means charges incurred for courses or lab fees. It does not include: (a) cost of books; (b) other related course materials; (c) student activity fees; or (d) room and board.

**Net Tuition Expense** means tuition expense less any scholarships or grants to which the spouse is entitled.

If this benefit is payable under both a Basic and a Voluntary ADDCL plan, the total spousal education benefit paid will not exceed the spouse's net tuition expense for the term.

We pay this benefit to the person who has primary responsibility for these expenses.

This benefit is paid per academic term. Benefit duration is based on whether the spouse is enrolled in a part-time or full-time course of study. See the Employee Basic Accidental Death and Dismemberment Insurance Schedule of Benefits.

**Continued Eligibility for the Spousal Education and Retraining Benefit:** We require periodic proof of the spouse's continued enrollment in an institute of higher learning. The spouse must maintain a grade point average of at least 2.0 on a 4.0 scale, or the equivalent. We also require proof, per academic term, of: (a) the spouse's tuition expenses; and (b) any scholarships and grants the spouse is entitled to.

**When the Spousal Education and Retraining Benefit Ends:** The spousal education and retraining benefit ends on the earliest of the following dates:

(a) the date the spouse is no longer enrolled in an institute of higher learning;

(b) the date the spouse fails to maintain a minimum grade point average as required above;

(c) the date the spouse fails to furnish proof as required above;

(d) the date the lifetime maximum benefit amount, shown in the schedule, is reached; and

(e) the date the maximum number of benefit payments, shown in the schedule, is reached.

GP-1-R-ESED-00 P310.0420

***All Options***

**DAY CARE EXPENSE BENEFIT**

If an employee suffers a specified loss due to an accidental bodily injury, we will pay a Day Care Expense Benefit subject to all the terms below.

**Eligibility for the Day Care Expense Benefit:** This plan provides a day care expense benefit when all of the following conditions are met:

(a) a benefit is payable under this plan's Employee Basic Accidental Death and Dismemberment with Catastrophic Loss Benefit (ADDCL), due to a specified loss; and

(b) we receive proof of a qualified dependent's enrollment in a qualified day care program. Such enrollment must commence within 12 months of the date of the specified loss.

**Specified Loss** means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury, resulting in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury resulting in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.

**Qualified Dependent:** For purposes of the Day Care Expense Benefit a qualified dependent is: (a) an employee's: (i) biological child; (ii) lawfully adopted child; (iii) stepchild; or (iv) any other child who is living with the employee in a regular parent-child relationship; (b) dependent upon the employee for main support and maintenance; and (c) under the age of seven on the date of the accidental injury which results in the specified loss.

**Qualified Day Care Program:** means a program of child care which: (i) is provided in a facility that is licensed as a day care center; or (ii) is operated by a licensed day care provider; and (iii) charges a fee for the care of children. A qualified day care program does not include child care provided by a parent, step-parent, grandparent, sibling, aunt or uncle.

**What We Pay:** Subject to all the terms of this plan, the Day Care Expense Benefit is equal to the lesser of: (i) $10,000 annually; or (ii) the actual annual day care expenses for all of an employee's qualified dependents.

If this benefit is payable under both a Basic and a Voluntary ADDCL plan, the total day care expense benefit paid will not exceed the actual annual day care expenses for all of an employee's qualified dependents.

If this benefit is payable under both an Employee ADDCL plan and a Dependent ADDCL plan, the total day care expense benefit paid will not exceed the actual annual day care expenses for all of an employee's qualified dependents.

We pay this benefit quarterly, in arrears, upon receipt of proof of qualified day care expenses. Proof should be submitted within 30 days following the end of each calendar year quarter.

Payment will be made to the person who has primary responsibility for these expenses.

**Continued Eligibility for the Day Care Expense Benefit:** We require periodic proof that a qualified dependent remains enrolled in a qualified day care program. We require periodic proof of the qualified dependent's day care expenses.

**When the Day Care Expense Benefit Ends:** This plan's Day Care Expense Benefits end on the earliest of the following dates:

(a) the date the dependent is no longer qualified, as defined above;

(b) the date the dependent is no longer enrolled in a qualified day care program;

(c) the date we do not receive proof of qualified day care expenses, as required by this plan; and

(d) four years from the date the first day care expense benefit is paid.

GP-1-R-EDCXB-00 P310.0425

***All Options***

**DEPENDENT CHILD EDUCATION BENEFIT**

If an employee suffers a specified loss due to an accidental bodily injury, we will pay an education benefit on behalf of a qualified dependent, subject to all the terms below.

**When and How the Dependent Child Education Benefit Begins:** We will pay a Dependent Child Education Benefit when all of the following conditions are met:

(a) A benefit is payable under this plan's Employee Basic Accidental Death and Dismemberment with Catastrophic Loss Benefit (ADDCL), due to a specified loss;

(b) We receive proof of a qualified dependent's enrollment in an institute of higher learning. The dependent must be a full-time student, as defined by the institute.

**Specified Loss** means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury which results in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury which results in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.

**Qualified Dependent:** To be qualified for the Dependent Child Education Benefit, a dependent must meet the following conditions. The dependent must be: (a) the employee's: (i) biological child; (ii) lawfully adopted child; (iii) stepchild; or (iv) any other child who is living with the employee in a regular parent-child relationship; (b) unmarried; and (c) dependent upon the employee for main support and maintenance. On the date of the accidental injury which results in the specified loss, the dependent must be: (a) 22 years of age or younger; and (b) enrolled as a full-time student in an institute of higher learning; or (c) in the 12th grade, and enroll as a full-time student in an institute of higher learning within 12 months of this date. The dependent must maintain a grade point average of at least 2.0 on a 4.0 scale, or the equivalent.

**Institute of Higher Learning** includes, but is not limited to: (a) universities; (b) colleges; (c) trade schools; and (d) professional schools. It does not include graduate level programs.

**What We Pay:** Subject to all the terms of this plan, the Dependent Child Education Benefit per academic term is equal to the lesser of: (i) the qualified dependent's net tuition expense for the term; (ii) 5% of the Basic ADDCL Benefit paid as a result of the specified loss; or (iii) $2,500.00.

**Tuition Expense** means charges incurred for credit courses or lab fees. It does not include: (a) cost of books; (b) other related course materials; (c) student activity fees; or (d) room and board.

**Net Tuition Expense** means tuition expense less any scholarships or grants to which the dependent is entitled.

If this benefit is payable under both a Basic and a Voluntary ADDCL plan, the total education benefit paid will not exceed the qualified dependent's net tuition expense for the term.

If this benefit is payable under both an Employee ADDCL plan and a Dependent ADDCL plan, the total education benefit paid will not exceed the qualified dependent's net tuition expense for the term.

We pay this benefit per academic term for each qualified dependent.

We pay this benefit to the person who has primary responsibility for these expenses.

**Continued Eligibility for Dependent Education Benefit:** We require periodic proof that a dependent remains a qualified dependent, as defined above. We also require proof, per academic term, of: (a) the qualified dependent's tuition expenses; and (b) any scholarships and grants the dependent is entitled to.

**When the Dependent Child Education Benefit Ends:** A qualified dependent's Dependent Child Education Benefit ends on the earliest of the following dates:

(a) the date the dependent child is no longer a qualified dependent, as defined above;

(b) the date the dependent fails to furnish proof as required above;

(c) the date the lifetime maximum benefit amount, shown in the schedule, is reached;

(d) the date the maximum number of benefit payments, shown in the schedule, is reached; and

(e) the date the maximum benefit period, shown in the schedule, is reached.

GP-1-R-EDCED-00 P310.0432

***All Options***

## Employee Voluntary Accidental Death And Dismemberment With Catastrophic Loss Benefits

**The Choices:** The employee may elect to be insured for any of the plans of employee voluntary accidental death and dismemberment with catastrophic loss (ADDCL) insurance offered by you. These plans are shown in the schedule. However, the employee can only be insured under one plan at a time. The employee must notify you of his or her election and pay the required premium.

The employee may switch to another plan of benefits at any time, subject to any of this plan's proof of insurability requirements. The employee must notify you of any desired switch.

**The Benefit:** We'll pay the benefits described below if an employee suffers an irreversible covered loss due to an accident that occurs while he or she is insured. The loss must be a direct result of the accident, independent of all other causes. And, it must occur within 365 days of the date of the accident.

**Covered Losses:** Benefits will be paid according to the plan the employee has elected, only for losses identified in the following table. The Insurance Amount is shown in the Schedule of Benefits.

**ACCIDENTAL DEATH AND DISMEMBERMENT**

| **Covered Loss** | **Benefit** |
|---|---|
| Loss of Life | 100% of Insurance Amount |
| Loss of a hand | 50% of Insurance Amount |
| Loss of a foot | 50% of Insurance Amount |
| Loss of sight in one eye | 50% of Insurance Amount |
| Loss of thumb and index finger of same hand | 25% of Insurance Amount |

**CATASTROPHIC LOSS BENEFITS**

| **Covered Loss** | **Benefit** |
|---|---|
| Quadriplegia (total paralysis of upper and lower limbs, bilaterally) | 100% of Insurance Amount |

| | |
|---|---|
| Loss of speech and hearing (both ears) | 100% of Insurance Amount |
| Loss of cognitive function | 100% of Insurance Amount |
| Comatose state, in excess of one month | 100% of Insurance Amount |
| Hemiplegia (total paralysis of upper and lower limbs, unilaterally) | 50% of Insurance Amount |
| Paraplegia (total paralysis of both lower limbs) | 50% of Insurance Amount |
| Loss of speech or hearing (both ears) | 50% of Insurance Amount |

For covered multiple losses due to the same accident, we will pay 100% of the Insurance Amount. We won't pay more than 100% of the Insurance Amount for all losses due to the same accident, except under the Seatbelt and Airbag Benefit, and the Repatriation Benefit provisions.

Loss of:

(a) cognitive function means a significant decline or loss in intellectual aptitude. Such loss must result from an accidental injury. It must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.

(b) a hand or foot means it is completely cut off at or above the wrist or ankle.

(c) sight means the total and permanent loss of sight.

(d) speech or hearing means that speech or hearing is lost entirely.

**Payment of Benefits:** For covered loss of life, we pay the beneficiary described below.

For all other covered losses, we pay the employee, if he or she is living. If not, we pay the beneficiary described below.

We pay all benefits in a lump sum, as soon as we receive proof of loss which is acceptable to us. This should be sent to us as soon as possible.

**The Beneficiary:** The employee decides who gets this insurance if he or she dies. He or she should have named a beneficiary on his or her enrollment form. The employee can change his or her beneficiary at any time by giving us notice, unless he or she has assigned insurance. But the change won't take effect until we give you confirmation of the change.

If the employee named more than one person, but didn't tell us what their shares should be, his or her insurance will be divided equally by the beneficiaries still alive, unless the employee tells us otherwise.

If there is no beneficiary when the employee dies, we'll pay the insurance to one of the following: (a) his or her estate; (b) his or her spouse; (c) his or her parents; (d) his or her children; or (e) his or her brothers and sisters.

***All Options***

**Seatbelt and Airbag Benefits:** If the employee dies as a direct result of a motor vehicle accident while properly wearing a seatbelt, we will increase his or her benefit by $10,000.00. And if the employee dies as a direct result of a motor vehicle accident while both: (a) properly wearing a seatbelt; and (b) sitting in a seat equipped with an airbag; we'll increase his or her benefit by another $5,000.00, for a total increase of $15,000.00.

**Repatriation Benefit:** For covered loss of life due to an accident which occurs at least 75 miles from the employee's home, we pay an extra sum. We pay up to $5,000.00 for costs to prepare and transport the body to a mortuary chosen by the employee or an authorized agent.

**Exclusions:** We won't pay for any loss caused directly or indirectly:

- by willful self-injury, suicide, or attempted suicide;
- by sickness, disease, mental infirmity, medical or surgical treatment;
- by the employee taking part in a riot or other civil disorder; or in the commission of or attempt to commit a felony;
- by travel on any type of aircraft if the employee is an instructor or crew member; or has any duties at all on that aircraft;
- by declared or undeclared war or act of war or armed aggression;
- while the employee is a member of any armed force;
- while the employee is a driver in a motor vehicle accident, if he or she does not hold a current and valid driver's license;
- by the employee's legal intoxication; this includes, but is not limited to, the employee's operation of a motor vehicle; or
- by the employee's voluntary use of a controlled substance, unless: (1) it was prescribed for the employee by a doctor; and (2) it was used as prescribed. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time.

GP-1-R-ADCL2-00 P310.0418-R

***All Options***

**SPOUSAL EDUCATION AND RETRAINING BENEFIT**

If an employee suffers a specified loss due to an accidental bodily injury, we will pay a spousal education and retraining benefit subject to all the terms below.

**When and How the Spousal Education and Retraining Benefit Begins:** We will pay a spousal education and retraining benefit when all of the following conditions are met:

(a) a benefit is payable under this plan's Employee Voluntary Accidental Death and Dismemberment with Catastrophic Loss (ADDCL) Benefit, due to a specified loss; and

(b) on the date of the accidental injury which results in the specified loss, the employee and spouse share the same place of residence;

(c) we receive proof of the spouse's enrollment in an institute of higher learning. The spouse must: (i) be enrolled on the date of the accidental injury which results in the specified loss; or (ii) enroll within 12 months of this date.

**Specified Loss** means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury, resulting in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury resulting in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.

**Institute of Higher Learning** includes, but is not limited to: (a) universities; (b) colleges; (c) trade schools; and (d) professional schools. It does not include graduate level programs.

**What We Pay:** Subject to all the terms of this plan, the Spousal Education and Retraining Benefit per academic term is equal to the lesser of: (i) the spouse's net tuition expense for the term; (ii) 5% of the Employee Voluntary ADDCL Benefit paid as a result of the specified loss; and (iii) $2,500.00.

**Tuition Expense** means charges incurred for courses or lab fees. It does not include: (a) cost of books; (b) other related course materials; (c) student activity fees; or (d) room and board.

**Net Tuition Expense** means tuition expense less any scholarships or grants to which the spouse is entitled.

If this benefit is payable under both a Basic and a Voluntary ADDCL plan, the total spousal education benefit paid will not exceed the spouse's net tuition expense for the term.

We pay this benefit to the person who has primary responsibility for these expenses.

This benefit is paid per academic term. Benefit duration is based on whether the spouse is enrolled in a part-time or full-time course of study. See the Employee Voluntary Accidental Death and Dismemberment Insurance Schedule of Benefits.

**Continued Eligibility for the Spousal Education and Retraining Benefit:** We require periodic proof of the spouse's continued enrollment in an institute of higher learning. The spouse must maintain a grade point average of at least 2.0 on a 4.0 scale, or the equivalent. We also require proof, per academic term, of: (a) the spouse's tuition expenses; and (b) any scholarships and grants the spouse is entitled to.

**When the Spousal Education and Retraining Benefit Ends:** The spousal education and retraining benefit ends on the earliest of the following dates:

(a) the date the spouse is no longer enrolled in an institute of higher learning;

(b) the date the spouse fails to maintain a minimum grade point average as required above;

(c) the date the spouse fails to furnish proof as required above;

(d) the date the lifetime maximum benefit amount, shown in the schedule, is reached; and

(e) the date the maximum number of benefit payments, shown in the schedule, is reached.

GP-1-R-ESED-00 P310.0422

***All Options***

**DAY CARE EXPENSE BENEFIT**

If an employee suffers a specified loss due to an accidental bodily injury, we will pay a Day Care Expense Benefit subject to all the terms below.

**Eligibility for the Day Care Expense Benefit:** This plan provides a day care expense benefit when all of the following conditions are met:

(a) a benefit is payable under this plan's Employee Voluntary Accidental Death and Dismemberment with Catastrophic Loss Benefit (ADDCL), due to a specified loss; and

(b) we receive proof of a qualified dependent's enrollment in a qualified day care program. Such enrollment must commence within 12 months of the date of the specified loss.

**Specified Loss** means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury, resulting in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury resulting in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.

**Qualified Dependent:** For purposes of the Day Care Expense Benefit a qualified dependent is: (a) an employee's: (i) biological child; (ii) lawfully adopted child; (iii) stepchild; or (iv) any other child who is living with the employee in a regular parent-child relationship; (b) dependent upon the employee for main support and maintenance; and (c) under the age of seven on the date of the accidental injury which results in the specified loss.

**Qualified Day Care Program:** means a program of child care which: (i) is provided in a facility that is licensed as a day care center; or (ii) is operated by a licensed day care provider; and (iii) charges a fee for the care of children. A qualified day care program does not include child care provided by a parent, step-parent, grandparent, sibling, aunt or uncle.

**What We Pay:** Subject to all the terms of this plan, the Day Care Expense Benefit is equal to the lesser of: (i) $10,000 annually; or (ii) the actual annual day care expenses for all of an employee's qualified dependents.

If this benefit is payable under both a Basic and a Voluntary ADDCL plan, the total day care expense benefit paid will not exceed the actual annual day care expenses for all of an employee's qualified dependents.

If this benefit is payable under both an Employee ADDCL plan and a Dependent ADDCL plan, the total day care expense benefit paid will not exceed the actual annual day care expenses for all of an employee's qualified dependents.

We pay this benefit quarterly, in arrears, upon receipt of proof of qualified day care expenses. Proof should be submitted within 30 days following the end of each calendar year quarter.

Payment will be made to the person who has primary responsibility for these expenses.

**Continued Eligibility for the Day Care Expense Benefit:** We require periodic proof that a qualified dependent remains enrolled in a qualified day care program. We require periodic proof of the qualified dependent's day care expenses.

**When the Day Care Expense Benefit Ends:** This plan's Day Care Expense Benefits end on the earliest of the following dates:

(a) the date the dependent is no longer qualified, as defined above;

(b) the date the dependent is no longer enrolled in a qualified day care program;

(c) the date we do not receive proof of qualified day care expenses, as required by this plan; and

(d) four years from the date the first day care expense benefit is paid.

GP-1-R-EDCXB-00 P310.0428

***All Options***

**DEPENDENT CHILD EDUCATION BENEFIT**

If an employee suffers a specified loss due to an accidental bodily injury, we will pay an education benefit on behalf of a qualified dependent, subject to all the terms below.

**When and How the Dependent Child Education Benefit Begins:** We will pay a Dependent Child Education Benefit when all of the following conditions are met:

(a) A benefit is payable under this plan's Employee Voluntary Accidental Death and Dismemberment with Catastrophic Loss Benefit (ADDCL), due to a specified loss;

(b) We receive proof of a qualified dependent's enrollment in an institute of higher learning. The dependent must be a full-time student, as defined by the institute.

**Specified Loss** means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury which results in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury which results in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.

**Qualified Dependent:** To be qualified for the Dependent Child Education Benefit, a dependent must meet the following conditions. The dependent must be: (a) the employee's: (i) biological child; (ii) lawfully adopted child; (iii) stepchild; or (iv) any other child who is living with the employee in a regular parent-child relationship; (b) unmarried; and (c) dependent upon the employee for main support and maintenance. On the date of the accidental injury which results in the specified loss, the dependent must be: (a) 22 years of age or younger; and (b) enrolled as a full-time student in an institute of higher learning; or (c) in the 12th grade, and enroll as a full-time student in an institute of higher learning within 12 months of this date. The dependent must maintain a grade point average of at least 2.0 on a 4.0 scale, or the equivalent.

**Institute of Higher Learning** includes, but is not limited to: (a) universities; (b) colleges; (c) trade schools; and (d) professional schools. It does not include graduate level programs.

**What We Pay:** Subject to all the terms of this plan, the Dependent Child Education Benefit per academic term is equal to the lesser of: (i) the qualified dependent's net tuition expense for the term; (ii) 5% of the Voluntary ADDCL Benefit paid as a result of the specified loss; or (iii) $2,500.00.

**Tuition Expense** means charges incurred for credit courses or lab fees. It does not include: (a) cost of books; (b) other related course materials; (c) student activity fees; or (d) room and board.

**Net Tuition Expense** means tuition expense less any scholarships or grants to which the dependent is entitled.

If this benefit is payable under both a Basic and a Voluntary ADDCL plan, the total education benefit paid will not exceed the qualified dependent's net tuition expense for the term.

If this benefit is payable under both an Employee ADDCL plan and a Dependent ADDCL plan, the total education benefit paid will not exceed the qualified dependent's net tuition expense for the term.

We pay this benefit per academic term for each qualified dependent.

We pay this benefit to the person who has primary responsibility for these expenses.

**Continued Eligibility for Dependent Education Benefit:** We require periodic proof that a dependent remains a qualified dependent, as defined above. We also require proof, per academic term, of: (a) the qualified dependent's tuition expenses; and (b) any scholarships and grants the dependent is entitled to.

**When the Dependent Child Education Benefit Ends:** A qualified dependent's Dependent Child Education Benefit ends on the earliest of the following dates:

(a) the date the dependent child is no longer a qualified dependent, as defined above;

(b) the date the dependent fails to furnish proof as required above;

(c) the date the lifetime maximum benefit amount, shown in the schedule, is reached;

(d) the date the maximum number of benefit payments, shown in the schedule, is reached; and

(e) the date the maximum benefit period, shown in the schedule, is reached.

GP-1-R-EDCED-00 P310.0435

***All Options***

## Dependent Voluntary Accidental Death And Dismemberment With Catastrophic Loss Benefits

**The Benefit:** We'll pay the benefits described below if a covered dependent suffers an irreversible covered loss due to an accident that occurs while he or she is insured. The loss must be a direct result of the accident, independent of all other causes. And, it must occur within 365 days of the date of the accident.

**Covered Losses:** Benefits will be paid only for losses identified in the following table. The Insurance Amount is shown in the Schedule of Benefits.

**ACCIDENTAL DEATH AND DISMEMBERMENT**

| Covered Loss | Benefit |
|---|---|
| Loss of Life | 100% of Insurance Amount |
| Loss of a hand | 50% of Insurance Amount |
| Loss of a foot | 50% of Insurance Amount |
| Loss of sight in one eye | 50% of Insurance Amount |
| Loss of thumb and index finger of same hand | 25% of Insurance Amount |

**CATASTROPHIC LOSS BENEFITS**

| Covered Loss | Benefit |
|---|---|
| Quadriplegia (total paralysis of upper and lower limbs, bilaterally) | 100% of Insurance Amount |
| Loss of speech and hearing (both ears) | 100% of Insurance Amount |
| Loss of cognitive function | 100% of Insurance Amount |
| Comatose state, in excess of one month | 100% of Insurance Amount |
| Hemiplegia (total paralysis of upper and lower limbs, unilaterally) | 50% of Insurance Amount |
| Paraplegia (total paralysis of both lower limbs) | 50% of Insurance Amount |
| Loss of speech or hearing (both ears) | 50% of Insurance Amount |

For covered multiple losses due to the same accident, we will pay 100% of the Insurance Amount. We won't pay more than 100% of the Insurance Amount for all losses due to the same accident, except under the Seatbelt and Airbag Benefit, and the Repatriation Benefit provisions.

Loss of:

(a) cognitive function means a significant decline or loss in intellectual aptitude. Such loss must result from an accidental injury. It must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.

(b) a hand or foot means it is completely cut off at or above the wrist or ankle.

(c) sight means the total and permanent loss of sight.

(d) speech or hearing means that speech or hearing is lost entirely.

If loss of life benefits are payable under this plan for both an employee and spouse, we will increase the benefit payable on behalf of the insured dependent spouse. In lieu of the spouse's insurance amount, we will pay 100% of the employee's insurance amount, to a maximum of $250,000. The following conditions must be met:

(a) coverage must be inforce on the date of the accident; and

(b) both the employee and the spouse die due to injuries sustained in the same accident; or the employee and spouse die due to injuries sustained in separate accidents that occur within the same 24 hour period.

**Payment of Benefits:** For all covered losses, we pay the employee, if he or she is living. If the employee is not living, and the dependent was the employee's child, we pay the employee's spouse. If the employee's spouse is not living, we pay the child's living brothers and sisters in equal shares. If there are none, we pay the child's estate. If the dependent was the employee's spouse, we pay the spouse's estate.

We pay all benefits in a lump sum, as soon as we receive proof of loss which is acceptable to us. This should be sent to us as soon as possible.

GP-1-R-DADCL1-00 P310.0849-R

***All Options***

**Seatbelt and Airbag Benefits:** If a dependent dies as a direct result of a motor vehicle accident while properly wearing a seatbelt, we will increase his or her benefit amount by $5,000.00. And if a dependent dies as a direct result of a motor vehicle accident while both: (a) properly wearing a seatbelt; and (b) sitting in a seat equipped with an airbag; we'll increase his or her benefit by another $2,500.00, for a total increase of $7,500.00.

**Repatriation Benefit:** For covered loss of life due to an accident which occurs at least 75 miles from the dependent's home, we pay an extra sum. We pay up to $5,000.00 for costs to prepare and transport the body to a mortuary chosen by the employee.

**Exclusions:** We won't pay for any loss caused directly or indirectly:

- by willful self-injury, suicide, or attempted suicide;
- by sickness, disease, mental infirmity, medical or surgical treatment;
- by a dependent taking part in a riot or other civil disorder; or in the commission of or attempt to commit a felony;
- by travel on any type of aircraft if the dependent is an instructor or crew member; or has any duties at all on that aircraft;
- by declared or undeclared war or act of war or armed aggression;
- while the dependent is a member of any armed force;
- while the dependent is a driver in a motor vehicle accident, if he or she does not hold a current and valid driver's license;

- by the dependent's legal intoxication; this includes, but is not limited to, the dependent's operation of a motor vehicle; or
- by the dependent's voluntary use of a controlled substance, unless: (1) it was prescribed for the dependent by a doctor; and (2) it was used as prescribed. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time.

GP-1-R-DADCL2-00 P310.0587-R

***All Options***

**SPOUSAL EDUCATION AND RETRAINING BENEFIT**

If a covered spouse suffers a specified loss due to an accidental bodily injury, we will pay a spousal education and retraining benefit to the employee subject to all the terms below.

**When and How the Spousal Education and Retraining Benefit Begins:** We will pay a spousal education and retraining benefit when all of the following conditions are met:

(a) a benefit is payable under this plan's Dependent Voluntary Accidental Death and Dismemberment with Catastrophic Loss (ADDCL) Benefit, due to a specified loss; and

(b) on the date of the accidental injury which results in the specified loss, the employee and spouse share the same place of residence;

(c) we receive proof of the employee's enrollment in an institute of higher learning. The employee must: (i) be enrolled on the date of the accidental injury which results in the specified loss; or (ii) enroll within 12 months of this date.

**Specified Loss** means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury, resulting in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury resulting in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.

**Institute of Higher Learning** includes, but is not limited to: (a) universities; (b) colleges; (c) trade schools; and (d) professional schools. It does not include graduate level programs.

**What We Pay:** Subject to all the terms of this plan, the Spousal Education and Retraining Benefit per academic term is equal to the lesser of: (i) the employee's net tuition expense for the term; (ii) 5% of the Dependent Voluntary ADDCL Benefit paid as a result of the specified loss; and (iii) $2,500.00.

**Tuition Expense** means charges incurred for courses or lab fees. It does not include: (a) cost of books; (b) other related course materials; (c) student activity fees; or (d) room and board.

**Net Tuition Expense** means tuition expense less any scholarships or grants to which the employee is entitled.

We pay this benefit to the person who has primary responsibility for these expenses.

This benefit is paid per academic term. Benefit duration, as shown in the schedule, is based on whether the employee is enrolled in a part-time or full-time course of study.

**Continued Eligibility for the Spousal Education and Retraining Benefit:** We require periodic proof of the employee's continued enrollment in an institute of higher learning. The employee must maintain a grade point average of at least 2.0 on a 4.0 scale, or the equivalent. We also require proof, per academic term, of: (a) the employee's tuition expenses; and (b) any scholarships and grants the employee is entitled to.

**When the Spousal Education and Retraining Benefit Ends:** The spousal education and retraining benefit ends on the earliest of the following dates:

(a) the date the employee is no longer enrolled in an institute of higher learning;

(b) the date the employee fails to maintain a minimum grade point average, as required above;

(c) the date the employee fails to furnish proof as required above;

(d) the date the lifetime maximum benefit amount, shown in the schedule, is reached; and

(e) the date the maximum number of benefit payments, shown in the schedule, is reached.

GP-1-R-DSED-04 P310.0683

***All Options***

**DAY CARE EXPENSE BENEFIT**

If a covered spouse suffers a specified loss due to an accidental bodily injury, we will pay a Day Care Expense Benefit subject to all the terms below.

**Eligibility for the Day Care Expense Benefit:** This plan provides a day care expense benefit when all of the following conditions are met:

(a) a benefit is payable under this plan's Dependent Voluntary Accidental Death and Dismemberment with Catastrophic Loss Benefit (ADDCL), due to a covered spouse's specified loss; and

(b) we receive proof of a qualified dependent's enrollment in a qualified day care program. Such enrollment must commence within 12 months of the date of the specified loss.

**Specified Loss** means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury, resulting in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury resulting in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.

**Qualified Dependent:** For purposes of the Day Care Expense Benefit a qualified dependent is: (a) an employee's: (i) biological child; (ii) lawfully adopted child; (iii) stepchild; or (iv) any other child who is living with the employee in a regular parent-child relationship; (b) dependent upon the employee for main support and maintenance; and (c) under the age of seven on the date of the accidental injury which results in the specified loss.

**Qualified Day Care Program:** means a program of child care which: (i) is provided in a facility that is licensed as a day care center; or (ii) is operated by a licensed day care provider; and (iii) charges a fee for the care of children. A qualified day care program does not include child care provided by a parent, step-parent, grandparent, sibling, aunt or uncle.

**What We Pay:** Subject to all the terms of this plan, the Day Care Expense Benefit is equal to the lesser of: (i) $10,000 annually; or (ii) the actual annual day care expenses for all of an employee's qualified dependents.

If this benefit is payable under both a Basic and a Voluntary ADDCL plan, the total day care expense benefit paid will not exceed the actual annual day care expenses for all of an employee's qualified dependents.

If this benefit is payable under both an Employee ADDCL plan and a Dependent ADDCL plan, the total day care expense benefit paid will not exceed the actual annual day care expenses for all of an employee's qualified dependents.

We pay this benefit quarterly, in arrears, upon receipt of proof of qualified day care expenses. Proof should be submitted within 30 days following the end of each calendar year quarter.

Payment will be made to the person who has primary responsibility for these expenses.

**Continued Eligibility for the Day Care Expense Benefit:** We require periodic proof that a qualified dependent remains enrolled in a qualified day care program. We require periodic proof of the qualified dependent's day care expenses.

**When the Day Care Expense Benefit Ends:** This plan's Day Care Expense Benefits end on the earliest of the following dates:

(a) the date the dependent is no longer qualified, as defined above;

(b) the date the dependent is no longer enrolled in a qualified day care program;

(c) the date we do not receive proof of qualified day care expenses, as required by this plan; and

(d) four years from the date the first day care expense benefit is paid.

GP-1-R-SDCXB-00 P310.0443

***All Options***

**DEPENDENT CHILD EDUCATION BENEFIT**

If a covered spouse suffers a specified loss due to an accidental bodily injury, we will pay an education benefit on behalf of a qualified dependent, subject to all the terms below.

**When and How the Dependent Child Education Benefit Begins:** We will pay a Dependent Child Education Benefit when all of the following conditions are met:

(a) A benefit is payable under this plan's Dependent Voluntary Accidental Death and Dismemberment with Catastrophic Loss Benefit (ADDCL), due to a covered spouse's specified loss;

(b) We receive proof of a qualified dependent's enrollment in an institute of higher learning. The dependent must be a full-time student, as defined by the institute.

**Specified Loss** means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury which results in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury which results in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.

**Qualified Dependent:** To be qualified for the Dependent Child Education Benefit, a dependent must meet the following conditions. The dependent must be: (a) an employee's: (i) biological child; (ii) lawfully adopted child; (iii) stepchild; or (iv) any other child who is living with the employee in a regular parent-child relationship; (b) unmarried; and (c) dependent upon the employee for main support and maintenance. On the date of the accidental injury which results in the specified loss, the dependent must be: (a) 22 years of age or younger; and (b) enrolled as a full-time student in an institute of higher learning; or (c) in the 12th grade, and enroll as a full-time student in an institute of higher learning within 12 months of this date. The dependent must maintain a grade point average of at least 2.0 on a 4.0 scale, or the equivalent.

**Institute of Higher Learning** includes, but is not limited to: (a) universities; (b) colleges; (c) trade schools; and (d) professional schools. It does not include graduate level programs.

**What We Pay:** Subject to all the terms of this plan, the Dependent Child Education Benefit per academic term is equal to the lesser of: (i) the qualified dependent's net tuition expense for the term; (ii) 5% of the Voluntary ADDCL Benefit paid as a result of the specified loss; or (iii) $2,500.00.

**Tuition Expense** means charges incurred for credit courses or lab fees. It does not include: (a) cost of books; (b) other related course materials; (c) student activity fees; or (d) room and board.

**Net Tuition Expense** means tuition expense less any scholarships or grants to which the dependent is entitled.

If this benefit is payable under both a Basic and a Voluntary ADDCL plan, the total education benefit paid will not exceed the qualified dependent's net tuition expense for the term.

If this benefit is payable under both an Employee ADDCL plan and a Dependent ADDCL plan, the total education benefit paid will not exceed the qualified dependent's net tuition expense for the term.

We pay this benefit per academic term for each qualified dependent.

We pay this benefit to the person who has primary responsibility for these expenses.

**Continued Eligibility for Dependent Education Benefit:** We require periodic proof that a dependent remains a qualified dependent, as defined above. We also require proof, per academic term, of: (a) the qualified dependent's tuition expenses; and (b) any scholarships and grants the dependent is entitled to.

**When the Dependent Child Education Benefit Ends:** A qualified dependent's Dependent Child Education Benefit ends on the earliest of the following dates:

(a) the date the dependent child is no longer a qualified dependent, as defined above;

(b) the date the dependent fails to furnish proof as required above;

(c) the date the lifetime maximum benefit amount, shown in the schedule, is reached;

(d) the date the maximum number of benefit payments, shown in the schedule, is reached; and

(e) the date the maximum benefit period, shown in the schedule, is reached.

GP-1-R-SDCED-00 P310.0445

***All Options***

# ELIGIBILITY FOR DISABILITY INCOME REPLACEMENT COVERAGE

P329.0002

***All Options***

## EMPLOYEE COVERAGE

### Eligible Employees

Subject to the Conditions of Eligibility set forth below, and to all of the other conditions of the plan, all of your employees who are in an eligible class will be eligible if they are active full-time employees.

For purposes of this plan, we will treat partners and proprietors like employees if they meet this plan's conditions of eligibility.

### Conditions of Eligibility

An employee is eligible for coverage if he or she is:

(a) legally working in the United States, or working outside of the United States for a United States based employer in a country or region approved by us.

(b) regularly working at least the number of hours in the normal work week set by the employer (but not less than 40 hours per week), at:

- (i) the employer's place of business;
- (ii) some place where the employer's business requires the employee to travel; or
- (iii) any other place the employee and the employer have agreed upon for performance of occupational duties.

Temporary or seasonal employees are not eligible.

GP-1-EC-90-1.0 P329.0656

***All Options***

**Family Status Change:** The employee may request an increase in his or her voluntary disability insurance amount, a decrease to his or her voluntary disability insurance amount, or the addition of voluntary disability for which he or she was not previously insured, if a change in family status has occurred. The employee must request the change to his or her voluntary disability insurance in writing within 31 days after the date of the family status change as described below.

Family status change will include one or more of the following: (1) marriage or divorce; (2) death of a spouse or child; (3) birth or adoption of a child; (4) the employee's spouse's termination of employment or a change in his or her spouse's employment that results in the loss of group coverage. The term "marriage" may also refer to civil unions and domestic partnerships, as recognized by the jurisdiction in which he or she resides.

Proof of insurability is not required for the change to voluntary disability insurance due to family status change as long as the change to the employee's voluntary disability insurance does not exceed the guarantee issue amount shown in the Schedule of Benefits. Proof of insurability will be required on changes that exceed the guarantee issue amount and if proof was previously submitted and declined.

GP-1-EC-12-2.1-DIS P329.0863

***All Options***

**Proof of Insurability Requirements:** Part or all of an employee's insurance amounts may be subject to proof that he or she is insurable. The Schedule of Insurance explains if and when we require proof. An employee won't be covered for any amount that requires such proof until he or she gives the proof to us and we approve that proof in writing.

An employee whose active full-time service ends before he or she meets any proof of insurability requirements that apply to him or her will still have to meet those requirements if he or she is later re-employed by you or an associated company.

GP-1-EC-90-3.0 P264.0066

***All Options***

**The Waiting Period:** Employees in an eligible class are eligible for disability income replacement insurance under this plan after they complete the service waiting period established by the employer, if any.

GP-1-EC-90-4.0 P329.0003

***All Options***

**Multiple Employment:** If an employee works for both you and a covered associated company, or for more than one covered associated company, we will treat him as if only one firm employs him. And such an employee will not have multiple coverage under this plan. But, if this plan uses the amount of an employee's earnings to set the rates, determine class, figure benefit amounts, or for any other reason, such employee's earnings will be figured as the sum of his earnings from all covered employers.

GP-1-EC-90-5.0 P180.0328

*All Options*

## When Employee Coverage Starts

An employee must be fully capable of performing the major duties of his or her regular occupation for the employer on a full-time basis at 12:01 A.M. Standard Time for his or her place of residence on the date his or her coverage is scheduled to start. Also he or she must have met all of the conditions of eligibility which apply to him or her. If an employee is not fully capable of performing the major duties of his or her regular occupation on his or her scheduled effective date, we will postpone the start of his or her coverage. We will postpone coverage until he or she is so capable and is working his or her regular numbers of hours for one full day, with the expectation that he or she could do so for one full week.

Sometimes, a scheduled effective date is not a regularly scheduled work day. If the scheduled effective date falls: on a holiday; on a vacation day; on a non-scheduled work day; or during an approved leave of absence, not due to sickness or injury, of 90 days or less; and if the employee was performing the major duties of his or her regular occupation and working his or her regular number of hours on his or her last regularly scheduled work day, that employee's coverage will start on the scheduled effective date. However, any coverage or part of coverage for which an employee must elect and pay all or part of the cost, will not start if the employee is on an approved leave and such coverage or part of coverage was not previously in force for the employee under a prior plan which this plan replaced.

Whether an employee must pay all or part of the cost of employee coverage, he or she must elect to enroll and agree to make the required payments. If he or she does this on or before the eligibility date, or within 31 days of his or her eligibility date, coverage is scheduled to start on the eligibility date. However, if he or she elects to enroll and agrees to make the required payments more than 31 days after his or her eligibility date, his or her coverage won't start until he or she sends us proof that he or she is insurable. Once we've approved it, his or her coverage is scheduled to start on the effective date shown in the endorsement section of his or her application.

Any part of an employee's coverage which is subject to proof that he or she is insurable won't start unless he or she sends this proof to us, and we approve it in writing. Once we have approved it, that part of his or her coverage is scheduled to start on the effective date shown in the endorsement section of his or her application.

GP-1-EC-90-6.0 P329.0212

*All Options*

**Delayed Effective Date For Disability Coverage:** With respect to this plan's disability insurance, if an employee is not actively at work on a full-time basis on the date his or her coverage is scheduled to start, due to sickness or injury, we'll postpone coverage for an otherwise covered loss due to that condition. We'll postpone such coverage until he or she completes 10 consecutive days of active full-time service without missing a work day due to the same condition.

Coverage for an otherwise covered loss due to all other conditions will start on he date the employee returns to active full-time service.

GP-1-DEF-97 P329.0048

*All Options for All Classes*

## When Employee Coverage Ends

**When Employee Coverage Ends:** An employee's long term disability insurance under this plan will end on the first of the following dates:

- the date an employee's active full-time service ends for any reason.
- the date an employee stops being an eligible employee under this plan.
- the date an employee is no longer working in the United States, or working outside of the United States for a United States based employer in a country or region approved by us.
- the date the group plan ends, or is discontinued for a class of employees to which the employee belongs.
- the last day of the period for which required payments are made for the employee.

However, if an employee is disabled, as defined by this plan when his or her active full-time service ends, coverage remains in force during: (a) the elimination period, subject to premium payment, if: (i) the disability is not excluded under the plan; and (ii) benefits are not excluded due to application of this plan's pre-existing condition provision; and (b) the period for which benefits are payable under the plan.

GP-1-EC-90-8.0 P329.0701

***All Options***

**An Employee's Right To Continue**
**Group Long Term Disability Income Insurance**
**During A Family Leave Of Absence**

**Important Notice:** This section may not apply to your plan. The employee must contact you to find out if you must allow for a leave of absence under federal law. In that case the section applies.

**Which Coverage Can Be Continued:** Long Term Disability income coverage may be continued, under a uniform, non-discriminatory policy applicable to all employees. The employee must contact you to find out if he or she may continue this coverage.

**If An Employee's Group Insurance Would End:** Group long term disability income insurance may normally end for an employee because he or she ceases work due to an approved leave of absence. But, the employee may continue his or her group long term disability income insurance coverage if the leave of absence has been granted: (a) to allow the employee to care for a seriously injured or ill spouse, child or parent; (b) after the birth or adoption of a child; (c) due to the employee's own serious health condition; or (d) because of any serious injury or illness arising out of the fact that a spouse, child, parent, or next of kin, who is a covered servicemember, of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. The employee will be required to pay the same share of the premium as he or she paid before the leave of absence.

**When Continuation Ends:** Insurance may continue until the earliest of the following:

- The date the employee returns to active work.
- In the case of a leave granted to the employee to care for a covered servicemember: The end of a total leave period of 26 weeks in one 12 month period. This 26 week total leave period applies to all leaves granted to the employee under this section for all reasons. If the employee takes an additional leave of absence in a subsequent 12 month period, continued coverage will cease at the end of a total leave period of 12 weeks.
- In any other case: The end of a total leave period of 12 weeks in any 12 month period.
- The date on which the Employer's Plan is terminated or the employee is no longer eligible for coverage under this Plan.
- The end of the period for which the premium has been paid.

**Definitions:** As used in this section, the terms listed below have the meanings shown below:

- **Active Duty:** This term means duty under a call or order to active duty in the Armed Forces of the United States.
- **Contingency Operation:** This term means a military operation that: (a) is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or (b) results in the call or order to, or retention on, active duty of members of the uniformed services under any provision of law during a war or during a national emergency declared by the President or Congress.
- **Covered Servicemember:** This term means a member of the Armed Forces, including a member of the National Guard or Reserves, who for a serious injury or illness: (a), is undergoing medical treatment, recuperation, or therapy; (b) is otherwise in outpatient status; or (c) is otherwise on the temporary disability retired list.
- **Next Of Kin:** This term means the nearest blood relative of the employee.

- **Outpatient Status:** This term means, with respect to a covered servicemember, that he or she is assigned to: (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- **Serious Injury Or Illness:** This term means, in the case of a covered servicemember, an injury or illness incurred by him or her in line of duty on active duty in the Armed Forces that may render him or her medically unfit to perform the duties of his or her office, grade, rank, or rating.

GP-1-EC-90-7.0 P329.0856

***All Options***

## Definitions

GP-1-EC-90-DEF-1 P180.0155

***All Options***

**Employee** means a person who works for the employer at the employer's place of business, and whose income is reported for tax purposes using a W-2 form.

GP-1-EC-90-DEF-3 P180.0311

***All Classes***

**Full-time** means the employee regularly works at least the number of hours in the normal work week set by the employer (but not less than 40 hours per week), at his employer's place of business.

GP-1-EC-90-DEF-4 P180.0493

***All Options***

**Plan** means the Guardian group plan purchased by the employer, except in the provision entitled "Coordination of Benefits" where "plan" has a special meaning. See that provision for details.

GP-1-EC-90-DEF-6 P180.0160

***All Options***

**Proof or Proof of Insurability** means an application for insurance showing that a person is insurable.

GP-1-EC-90-DEF-7 P180.0161

***All Options***

**We, Us, Our** and **Guardian** mean The Guardian Life Insurance Company of America.

GP-1-EC-90-DEF-9 P180.0163

***All Options***

**You** and **Your** means the employer who purchased this plan.

GP-1-EC-90-DEF-10 P180.0164

***All Options***

**Long Term Disability Income Insurance**

This insurance replaces part of a covered person's income if he or she becomes *disabled* due to a covered *sickness* or *injury.* What we pay is governed by all the terms of this *plan.*

All terms in italics are defined terms with special meanings. See the definitions section of this *plan.* Other terms with special meanings are defined where they are used.

**Benefit Provisions**

**How Payments Start:** To start getting payments from this *plan,* a covered person must meet all of the conditions listed below.

(a) he or she must: (i) become *disabled* while insured by this *plan;* and (ii) remain *disabled* and insured for this *plan's elimination period.*

(b) he or she must provide proof of loss, as described in this *plan's* Claim Provisions section.

Benefits accrue as of the first day following the end of the *elimination period,* subject to all *plan* terms.

A covered person can satisfy the *elimination period* while working, provided he or she is *disabled* as defined by this *plan.*

**Waiver of Premium:** We waive a covered person's premiums for this insurance and for short term disability insurance, if included in the *plan sponsor's* plan of insurance while he or she is entitled to receive a *monthly benefit* payment from this *plan.*

**When Payments End:** A covered person's benefits from this *plan* will end on the earliest of the dates shown below:

(a) The date he or she is no longer *disabled.*

(b) The date he or she fails to provide proof of loss as required by this *plan.*

(c) The date he or she earns, or is able to earn, the maximum earnings allowed while *disabled* under this *plan.*

(d) The date he or she is able to perform the major duties of his or her *own occupation* on a full-time basis with *reasonable accommodation.*

(e) After the *own occupation* period, the date he or she is able to perform the major duties of any *gainful work* on a full-time basis with *reasonable accommodation.*

(f) The date he or she has been outside the United States and/or Canada for more than 2 months in a 12 month period.

(g) The date he or she dies.

(h) The end of the *maximum payment period.*

(i) The date no further benefits are payable under any provision in this *plan* that limits the *maximum payment period.*

(j) The date he or she is no longer receiving *regular and appropriate care* from a *doctor.*

(k) The date payments end in accord with a *rehabilitation agreement.*

(l) The date he or she refuses to take part in a *rehabilitation program.*

***All Options***

**Maximum Payment Period:** The *maximum payment period* is the longest time that benefits are paid by this *plan* for a covered person's *disability.* It is determined by the table shown below.

But, it may be less than that shown due to: (a) the nature of the covered person's *disability;* (b) the date the covered person was first treated for the cause of his or her *disability;* and (c) the length of time the covered person has been insured by this *plan.* See "Disabilities with a Limited Maximum Payment Period" and "Pre-Existing Conditions."

For a *disability* starting before the employee reaches age 60, the *maximum payment period* will last until the Social Security Normal Retirement Age as shown in the following table:

| Employee's Year of Birth | Social Security Normal Retirement Age |
|---|---|
| Before 1938 | 65 |
| 1938 | 65 and 2 months |
| 1939 | 65 and 4 months |
| 1940 | 65 and 6 months |
| 1941 | 65 and 8 months |
| 1942 | 65 and 10 months |
| 1943-1954 | 66 |
| 1955 | 66 and 2 months |
| 1956 | 66 and 4 months |
| 1957 | 66 and 6 months |
| 1958 | 66 and 8 months |
| 1959 | 66 and 10 months |
| After 1959 | 67 |

For a *disability* starting on or after the employee reaches age 60, the *maximum payment period* will be determined according to the following table:

| Age When Disability Starts | Maximum Payment Period |
|---|---|
| Age 60 | 5.00 years |
| Age 61 | 4.00 years |
| Age 62 | 3.50 years |
| Age 63 | 3.00 years |
| Age 64 | 2.50 years |
| Age 65 | 2.00 years |
| Age 66 | 1.75 years |
| Age 67 | 1.50 years |
| Age 68 | 1.25 years |
| Age 69 or older | 1.00 year |

But if an employee whose *disability* starts after age 60 reaches the end of the maximum payment from this table before he or she reaches the Social Security Normal Retirement Age, we will extend the *maximum payment period* until he or she reaches Social Security Normal Retirement Age.

GP-1-LTD07-2.0 P383.0081

***All Options***

**Maximum Payment Period:** The *maximum payment period* is the longest time that benefits are paid by this *plan* for a covered person's *disability.* It is determined by the table shown below.

But, it may be less than that shown due to: (a) the nature of the covered person's *disability;* (b) the date the covered person was first treated for the cause of his or her *disability;* and (c) the length of time the covered person has been insured by this *plan.* See "Disabilities with a Limited Maximum Payment Period" and "Pre-Existing Conditions."

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| Age 65 | 2.00 years |
| Age 66 | 1.75 years |
| Age 67 | 1.50 years |
| Age 68 | 1.25 years |
| Age 69 or older | 1.00 year |

But if an employee whose *disability* starts after age 60 reaches the end of the maximum payment from this table before he or she reaches the Social Security Normal Retirement Age, we will extend the *maximum payment period* until he or she reaches Social Security Normal Retirement Age.

GP-1-LTD07-2.0 P383.0081

***All Options***

**Maximum Payment Period:** The *maximum payment period* is the longest time that benefits are paid by this *plan* for a covered person's *disability.* It is determined by the table shown below.

But, it may be less than that shown due to: (a) the nature of the covered person's *disability;* (b) the date the covered person was first treated for the cause of his or her *disability;* and (c) the length of time the covered person has been insured by this *plan.* See "Disabilities with a Limited Maximum Payment Period" and "Pre-Existing Conditions."

| Age When Disability Starts | Maximum Payment Period |
| --- | --- |
| Under age 69 | 5 years, or to age 70, whichever occurs first |
| Age 69 or older | 1.00 year |

***All Options***

**Maximum Payment Period:** The *maximum payment period* is the longest time that benefits are paid by this *plan* for a covered person's *disability.* It is determined by the table shown below.

But, it may be less than that shown due to: (a) the nature of the covered person's *disability;* (b) the date the covered person was first treated for the cause of his or her *disability;* and (c) the length of time the covered person has been insured by this *plan.* See "Disabilities with a Limited Maximum Payment Period" and "Pre-Existing Conditions."

| Age When Disability Starts | Maximum Payment Period |
| --- | --- |
| Under age 69 | 5 years, or to age 70, whichever occurs first |
| Age 69 or older | 1.00 year |

***All Options***

**Recurring Disability:** Benefits from this *plan* end if a covered person ceases to be *disabled.* But, a later *disability* may be treated as a *recurring disability,* if all of the terms listed below are met:

(a) The covered person must return to *active work* right after his or her benefits end;

(b) The *disability* must recur less than six months after the covered person was last entitled to benefits;

(c) The later *disability* must be due to the same or related cause of the covered person's earlier *disability;*

(d) This *plan* must not end during the covered person's return to *active work;*

(e) The covered person must not become covered under any other similar group income replacement plan during the time he or she returns to *active work;*

(f) During the time the covered person returns to *active work,* he or she must: (i) stay insured by this *plan;* and (ii) premium payments must be made on his or her behalf; and

(g) The covered person's benefits must not have ended because he or she has used up the *maximum payment period.*

If the later *disability* is a *recurring disability,* the covered person will not need to complete a new *elimination period.* The *recurring disability* will be subject to all the terms of the *plan* in effect on the date the earlier *disability* began.

If all of the terms listed above are not met, the later *disability* will be treated as a new period of *disability.* The covered person will be required to complete a new *elimination period.* The new period of *disability* will be subject to all the terms of the *plan* in effect on the date the new period of *disability* occurs.

GP-1-LTD07-3.0 P383.0054

***All Options***

**Calculation of Monthly Benefit:** A covered person's benefit is governed by the terms of the *plan* in effect on the date *disability* occurs. Any changes to this *plan* that take place: (a) while the covered person is *disabled;* or (b) during a period of *active work* that occurs between an initial period of *disability* and a *recurring disability;* will not affect his or her benefit.

We calculate a covered person's *gross monthly benefit* according to the Schedule of Benefits.

From the covered person's *gross monthly benefit,* subtract the amount of any income listed in Other Income Benefits that he or she receives or is entitled to receive. The result is his or her *monthly benefit.*

GP-1-LTD07-4.0 P383.0055

***All Options***

**Redetermination:** This plan redetermines *insured earnings* for each covered person on January 1st . Each January 1st , the *plan sponsor* must report current *insured earnings* for all covered persons under the *plan.* Changes to a covered person's *insured earnings* are subject to any proof of insurability requirements of this *plan.* As of this *plan's* redetermination date, we use a covered person's *insured earnings* on record with us to: (a) set rates; (b) project benefit amounts and limits; and (c) calculate premium payable under this *plan.* However, the covered person must be *actively-at-work* on a full-time basis on that date. If he or she is not, we do not do this until the date he or she returns to *active work* on a full-time basis. But, changes in earnings will not apply to a *recurring disability.*

GP-1-LTD07-4.1 P383.0058

***All Options***

**Other Income Benefits:** A covered person may receive, or be entitled to receive, income shown in the list below. We will reduce his or her *gross monthly benefit* by such other income benefits to determine his or her *monthly benefit* from this *plan.*

- Commissions or monies: (1) received; (2) payable but deferred; or (3) paid after *disability* benefits start. This includes: (a) vested and nonvested renewal commissions; (b) bonuses; (c) royalties; and (d) other distributions.
- Disability benefits from any mandated benefit act or law. This includes all temporary disability or state disability benefits required by law.
- Disability benefits from all group plans of: (1) the *plan sponsor;* or (2) the *employer.* This includes payments made by a group life insurance plan due to the covered person's *disability.* This does not include payments made from a group life insurance plan's: (a) accelerated death benefit; or (b) like provision that allows payment of such plan's proceeds due to terminal illness.
- Disability benefits from any other group plan; but, if the other group plan was in force prior to this *plan,* and the other group plan also deducts for disability benefits from any other group plan, we will not deduct these other group disability benefits.
- Income from a sick leave, salary continuance or Paid Time Off plan, but only to the extent that such income plus the amount of the covered person's *gross monthly benefit* is more than 100% of his or her *insured earnings.* This applies whether such plan is sponsored on a formal or informal basis. This includes donated, lump sum and recurrent payments of accrued sick leave benefits. But, if a covered person is working while *disabled,* we will account for such income as described in this *plan's* "Adjustment of Monthly Benefit for Disability Earnings".

- Benefits as shown below from: (1) the United States Social Security Act; (2) the Railroad Retirement Act; or (3) any other like U.S. or Canadian plan or act.

(a) All disability benefits for which: (i) the covered person is entitled; and (ii) his or her spouse and children are entitled due to the covered person's disability;

(b) All unreduced retirement benefits for which: (i) the covered person is entitled; and (ii) his or her spouse and children are entitled due to the covered person's entitlement; and

(c) All reduced retirement benefits paid to: (i) the covered person; and (ii) his or her spouse and children due to the covered person's receipt of such benefits.

We do not reduce the covered person's *gross monthly benefit* by the retirement benefits described in (b) and (c) above, to the extent that the covered person and his or her dependents were entitled to receive such income prior to the start of disability. We will reduce the *gross monthly benefit* by marginal increases in such income the covered person and his or her dependents were entitled to receive after *disability* begins.

We will reduce the covered person's *gross monthly benefit* by benefits referred to in (a), (b) and (c) above, net of attorney fees approved by the Social Security Administration.

We will reduce the covered person's *gross monthly benefit* by benefits referred to in (a), (b) and (c) above to which his or her spouse and children are entitled due to the covered person's receipt of, or entitlement for, disability benefits. We do this without regard to: (a) his or her marital status; (b) where he or she lives; (c) where his or her spouse lives; (d) where his or her child lives; or (e) any custody arrangements made on behalf of his or her child.

- Income of the type that is included in a covered person's *insured earnings* for purposes of determining his or her *gross monthly benefit* under this *plan.*
- That portion of *retirement plan retirement benefits* which the *employer* funds.
- That portion of *retirement plan disability benefits* which the *employer* funds.
- *Retirement benefits* or *retirement plan disability benefits,* due to the covered person's disability, from any *government plan* other than those shown above.
- Disability benefits from any: (1) *no-fault motor vehicle* coverage; (2) motor vehicle financial responsibility act; or (3) like law.
- Payment or settlement, with or without admission of liability, from: (1) a Workers' Compensation law; (2) an occupational disease law; or (3) any other act or law of like intent. This includes: (a) the Jones' Act; (b) the Longshoreman's and Harbor Workers' Compensation Act; or (c) any Maritime doctrine of Maintenance, Wages or Cure. If the covered person receives a payment net of attorney fees approved by the Workers' Compensation Board or similar authority, we reduce our benefit by the net payment.
- Disability benefits from any third party when the covered person's *disability* is the result of the negligence or intentional tort liability of that third party.
- Unemployment compensation benefits.
- Payment from the covered person's *employer* as part of a termination or severance agreement.

We integrate a covered person's *gross monthly benefit* with income shown above that he or she is entitled to receive without regard to the reason he or she is entitled to receive it.

Our right to reduce a covered person's benefit by such income shall not be negated by a transfer of claim liability to a third party. Payment by such third party by law, settlement, judgment, waiver or otherwise shall not negate our right.

***All Options***

**Other Income Not Subject to Deduction:** We will not reduce a covered person's *gross monthly benefit* by any income he or she receives or is entitled to receive from the list below.

- Deferred compensation arrangements such as 401(k), 403(b) or 457 plans;
- Profit sharing plans;
- Thrift plans;
- Tax sheltered annuities;
- Stock ownership plans;
- Individual Retirement Accounts (IRA);
- Individual disability income plans;
- Credit disability insurance;
- Non qualified plans of deferred compensation;
- Pension plans for partners;
- Retirement plans of another employer not affiliated with this *plan;*
- Military pension and disability plans;

**Lump Sum Payments of Other Income:** Income with which we integrate may be paid in a lump sum. In this case, we take the equivalent monthly rate stated in the award into account when we determine a covered person's *monthly benefit.* If no monthly rate is given, we pro-rate the lump sum over the lesser of: (a) 60 months; or (b) the expected remaining number of months for which the covered person would be entitled to benefits from this *plan,* based on the proof of loss submitted to us.

**Cost of Living Freeze:** A covered person may receive a cost of living increase in other income with which we integrate. In this case, we do not further reduce his or her *monthly benefit* by the amount of such increase.

**Application for Other Income:** A covered person must apply for other income benefits to which he or she may be entitled. If these benefits are denied, the covered person must appeal until: (a) all possible appeals have been made; or (b) we notify him or her that no further appeals are required.

If we feel the covered person is entitled to receive such income benefits, we will estimate the amount due to him or her and his or her spouse and children. We will take this estimated amount into account when we determine the covered person's *monthly benefit.* But, we will not take this estimated amount into account if he or she signs our reimbursement agreement. In this agreement the covered person promises: (a) to apply for any benefits for which he or she may be eligible; (b) to appeal any denial of such benefits until all possible appeals have been made; and (c) to repay any amount we overpaid due to an award of such benefits.

If we do reduce the covered person's *gross monthly benefit* by an estimated amount, we will adjust his or her *monthly benefit* when we receive written proof: (a) of the amount awarded; or (b) that the other income benefits have been denied; and no further appeals are possible. If we underpaid the covered person, we pay the full amount of the underpayment in a lump sum.

We will assist the covered person in applying for other income benefits.

GP-1-LTD07-4.3 P383.0235

***All Options***

**Adjustment of Monthly Benefit for Disability Earnings:** We adjust the *monthly benefit* for *disability earnings* as follows.

For each of the first 12 months of payments, following the date the covered person first has *disability earnings,* add his or her *gross monthly benefit* and his or her *disability earnings.*

(a) If the sum is not more than 100% of the covered person's indexed *insured earnings,* we do not reduce his or her *monthly benefit.*

(b) If the sum is more than 100% of the covered person's indexed *insured earnings,* we reduce his or her *monthly benefit* by the amount over 100% of his or her indexed *insured earnings.*

For each month thereafter, we pay the greater of the amount calculated under Method 1 or Method 2.

*Method 1:*

(a) If the covered person's *disability earnings* are less than 20% of his or her indexed *insured earnings,* we do not reduce his or her *monthly benefit.*

(b) If the covered person's *disability earnings* are 20% or more of his or her indexed *insured earnings,* we reduce his or her *monthly benefit* by 50% of his or her *disability earnings.*

*Method 2:*

(a) Subtract the covered person's *disability earnings* from his or her indexed *insured earnings.*

(b) Divide the result in (a) above by the covered person's indexed *insured earnings.*

(c) Multiply the result in (b) above by the covered person's *monthly benefit.* This is the amount we pay.

If a covered person's *disability earnings* fluctuate widely from month to month, we may adjust his or her *monthly benefit* using an average *disability earnings* amount. The average *disability earnings* amount will be computed using the covered person's most current month's *disability earnings* and the prior two months *disability earnings.*

**Maximum Allowable Disability Earnings:** This *plan* limits the amount of income a covered person may earn, or may be able to earn, and still be considered *disabled.*

If the covered person's *disability earnings* are more than the limit shown below , payments from this *plan* will end. Payments from this *plan* will also end if he or she is able to earn more than the limit shown below:

(a) During the *elimination period* and the *own occupation* period, the limit is 80% of the covered person's indexed *insured earnings.*

(b) After this *plan* has paid benefits for 24 months in a row, the limit is 60% of the covered person's indexed *insured earnings.*

GP-1-LTD07-5.0 P383.0293

***All Options***

**Indexing:** We apply an indexing factor to a covered person's *insured earnings* on the date he or she has received 12 consecutive monthly payments and each anniversary thereafter. This factor increases the amount of income the covered person may earn and still be considered *disabled.* This adjustment does not increase his or her *gross monthly benefit, monthly benefit,* or any other benefit under this *plan.*

To make the first adjustment, we multiply the covered person's *insured earnings* by the indexing factor for that year. To make adjustments in each later year, we multiply the amount of his or her last indexed *insured earnings* by the indexing factor for the current year.

The indexing factor is the lesser of: (a) 10%; or (b) one-half of the *CPI-W* from the prior December.

**Minimum Payment:** The minimum monthly payment for *disability* under this *plan* is $100.00.

GP-1-LTD07-5.1 P383.0161

***All Options***

## Limitations and Exclusions

**Disabilities with a Limited Maximum Payment Period:** We limit the *maximum payment period,* if the covered person is *disabled* due to: (a) a *mental illness;* (b) drug or alcohol abuse; or (c) a specific condition listed below. However, if the covered person has a coexistent condition, not subject to the limitations in this section, which is *disabling* in and of itself, we will not limit benefits as described below.

The *maximum payment period* for all periods of *disability* due to: (a) a *mental illness;* (b) drug or alcohol abuse; or (c) a specific condition listed below is 24 months. This is a combined maximum for all such conditions and all periods of *disability.*

The specific conditions subject to a limited *maximum payment period* include the following:

- Musculoskeletal and connective tissue disorders including, but not limited to:
  - Sprains or strains of joints and muscles
  - Soft tissue conditions
  - Repetitive motion syndromes or injuries
  - Fibromyalgia
- Chronic fatigue conditions including, but not limited to:
  - Chronic fatigue syndrome
  - Chronic fatigue immunodeficiency syndrome
  - Epstein-barr syndrome
- Chemical and environmental sensitivities
- Headache
- Chronic pain, Myofascial pain
- Gastro-esophageal reflux disorder
- Irritable bowel syndrome
- Vestibular dysfunction, vertigo, dizziness

This limitation will not apply to disabilities caused or contributed to by the following conditions:

- Arthritis
- Ruptured intervertebral discs
- Spinal fractures
- Osteopathies
- Spinal tumors, malignancy or vascular malformations
- Radiculopathies, documented by EMG
- Spondylolisthesis, Grade II or higher
- Myelopathies
- Demyelinating diseases
- Traumatic spinal cord necrosis

No benefits will be paid for *disability* due to a *mental illness* or drug or alcohol abuse if the covered person is not receiving treatment for the cause of the *disability* from a provider, or in a facility that is: (a) licensed by the state to provide treatment for such condition; and (b) accredited or approved by the Joint Commission on the Accreditation of Health Care Facilities or Medicare.

If payments under this *plan* would end due to the limits in this section, we may extend such payments, as shown below. But, the covered person must meet all of the following conditions: (a) he or she must be *disabled* due to a condition named above; (b) he or she must be an inpatient in a qualified institution because of his or her *disability;* and (c) he or she must have been treated as an inpatient for at least 14 days in a row. In such case, we extend payments until the earliest of: (i) 90 days from the date of his or her discharge; (ii) the end of this *plan's maximum payment period;* or (iii) the date his or her *disability* ends.

The term "qualified institution" means a legally operated hospital or other public or private facility licensed to provide inpatient medical care and treatment for the cause of the covered person's *disability.*

GP-1-LTD07-6.0 P383.0279

***All Options***

**Pre-Existing Conditions:** A pre-existing condition is an *injury* or *sickness,* whether diagnosed or misdiagnosed, and any symptoms thereof, for which, in the look back period, a covered person:

(a) receives advice or treatment from a *doctor;*

(b) undergoes diagnostic procedures other than routine screening in the absence of symptoms or suspicion of disease process by a *doctor;*

(c) is prescribed or takes prescription drugs; or

(d) receives other medical care or treatment, including consultation with a *doctor.*

The "look back period" is the six months before the latest of: (a) the effective date of the covered person's insurance under this *plan;* (b) the effective date of a change that increases the benefits payable by this *plan;* and (c) the effective date of a change in the covered person's benefit election that increases the benefit payable by this *plan.*

No benefits are payable for *disability:* (a) caused by; (b) contributed to by; or (c) resulting from; a pre-existing condition; unless the *disability* starts after the covered person completes at least one full day of *active work* after the date he or she is insured under this *plan* for 24 months in a row.

A covered person's *disability:* (a) caused by; (b) contributed to by; or (c) resulting from; a pre-existing condition may begin after: (a) a change which provides for an increase in the benefits payable by this *plan;* or (b) a change in his or her benefit election which increases the benefit payable by this *plan.* In this case, the covered person's benefit will be limited to the amount that would have been payable had the change not taken place. But, this limit does not apply if the covered person's *disability* starts after he or she completes at least one full day of *active work* after the change has been in force for 24 months in a row.

We do not cover any *disability* that starts before the covered person's insurance under this *plan.*

GP-1-LTD07-6.1 P383.0241

***All Options***

**Prior Coverage Credit:** If this *plan* replaces a similar income replacement plan the *plan sponsor* had with another insurer, the pre-existing condition provision may not apply to a covered person. This *plan* must start right after the old plan ends.

The pre-existing condition provision will be waived for any covered person who: (a) is *actively working* on the effective date of this *plan;* and (b) fulfilled the requirements of any pre- existing condition provision of the old plan.

If the covered person: (a) was covered under the old plan when it ended; (b) enrolls for insurance under this *plan* on or before this *plan's* effective date; and (c) is *actively working* on the effective date of this *plan;* but (d) has not fulfilled the requirements of any pre- existing condition provision of the old plan; we credit any time used to meet the old plan's pre-existing condition provision toward meeting this *plan's* pre-existing condition provision.

But, we limit a covered person's *maximum monthly benefit* under this *plan* if: (a) it is more than the maximum monthly benefit for which he or she was insured under the old plan; (b) he or she becomes *disabled* due to a pre-existing condition; and (c) this *plan* pays benefits for such *disability* because we credit time as explained above. In this case, we limit the *maximum monthly benefit* to the amount the covered person would have been entitled to under the old plan.

We deduct all payments made by the old plan under an extension provision.

GP-1-LTD07-6.2 P383.0243

***All Options***

**Exclusions:** This *plan* does not pay benefits for *disability* caused by, or related to:

(a) declared or undeclared war, act of war, or armed aggression;

(b) service in the armed forces, National Guard, or military reserves of any state or country;

(c) a covered person taking part in a riot or civil disorder;

(d) a covered person's commission of, or attempt to commit a felony, for which he or she has been convicted;

(e) the covered person's voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless: (a) it was prescribed for him or her by a *doctor;* and (b) it was used as prescribed. In the case of a non-prescription drug, we do not pay for any loss resulting from or contributed to by the covered person's use in a manner inconsistent with package instructions. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time; or

(f) intentional self-inflicted injuries.

We do not pay any benefits for any period of *disability:*

(1) during which the covered person is confined to a facility as a result of his or her conviction of a crime;

(2) during which the covered person is receiving medical treatment or care outside the United States or Canada unless expressly authorized by us;

(3) which starts before the covered person is insured by this *plan;* or

(4) during which the covered person's loss of earnings is not solely due to his or her *disability.*

GP-1-LTD07-7.0 P383.1901

***All Options***

**Services**

**Social Security Assistance:** This *plan* requires all *disabled* covered persons to apply for Social Security benefits. (See the "Application for Other Income" section of this *plan* .) If we believe a covered person to be eligible for such benefits, we may offer to assist him or her in applying for them. Receiving Social Security benefits will protect a covered person's earnings record for retirement and enable him or her to qualify for Medicare coverage after 24 months.

Services we can provide include:

(a) Help in completing the covered person's application for such benefits, and any related forms;

(b) Assistance finding suitable legal counsel; and

(c) Copies of medical and vocational data needed to file the covered person's claim.

We may also provide these and other services if a covered person's benefits are under review for possible termination by the Social Security Administration.

The covered person must apply for all income benefits for which he or she may be eligible, whether or not he or she uses our help. Using our help does not cancel the covered person's duties shown in the "Application for Other Income" section of this *plan.*

**Rehabilitation and Case Management:** We will review the covered person's *disability* to see if certain services are likely to help him or her return to *gainful work.* If needed, we may ask for more medical or vocational information.

When our review is complete, we may offer the covered person a *rehabilitation program.* We have the right to suspend or end his or her *monthly benefit* if he or she does not accept it.

The *rehabilitation program* will start when a written *rehabilitation agreement* is signed by: (1) the covered person; (2) us; and (3) the covered person's *employer,* if needed. The program may include, but is not limited to:

(a) vocational assessment of the covered person's work potential;

(b) coordination and transition planning with an employer for the covered person's return to work;

(c) consulting with the covered person's *doctor* on his or her return to work and need for accommodations;

(d) training in job seeking skills and resume preparation;

(e) retraining; and

(f) assistance with family care expenses a covered person incurs in order to participate in a *rehabilitation program.* (See the "Dependent Care Expenses" section of this *plan.)*

We have the right to determine which services are appropriate.

If the covered person accepts the *rehabilitation agreement,* we will pay an enhanced benefit. The enhanced benefit will be 110% of the *monthly benefit* that would otherwise be paid. This enhanced benefit will be payable as of the first *monthly benefit* after the *rehabilitation program* starts.

We stop paying the enhanced benefit on the earliest of:

(a) The date the covered person's benefits from this *plan* end;

(b) The date the covered person violates the terms of the *rehabilitation agreement;*

(c) The date the covered person ends the *rehabilitation program;* and

(d) The date the *rehabilitation agreement* ends.

If the covered person ends a *rehabilitation program* without our consent, he or she must repay any enhanced benefits paid.

**Dependent Care Expenses:** While a covered person is participating in a *rehabilitation program,* we will pay a dependent care expense benefit, when all of the following conditions are met:

(a) the covered person incurs expense to provide care for a qualified dependent;

(b) the care is provided by a licensed provider other than a family member.

A qualified dependent is: (a) dependent upon the covered person for main support and maintenance; and (b) under the age of fourteen and a covered person's: (i) biological child; (ii) lawfully adopted child; (iii) stepchild; or (iv) any other child who is living with him or her in a regular parent-child relationship; or (c) a family member age 14 or over who is physically or mentally incapable of caring for him or herself; or (c) a family member age 14 or over who is physically or mentally incapable of caring for him or herself.

The dependent care expense benefit will be the lesser of: (a) $350 per month per qualified dependent; not to exceed $1,000 per month for all qualified dependents combined; and (b) the actual monthly day care expense incurred by the covered person.

We will stop paying the dependent care expense benefit on the earlier of the date the covered person is no longer: (a) incurring dependent care expenses for a qualified dependent; (b) participating in a *rehabilitation program;* or (c) entitled to receive a *monthly benefit* from this *plan.*

GP-1-LTD07-8.0 P383.2133

***All Options***

**Worksite Modification Benefit:** In order to accommodate a covered person's *disability,* an employer may incur a cost to modify his or her worksite. We may reimburse the employer, up to $2,500 for the cost of the worksite modification. We make this payment if we agree that the modification will enable the covered person to: (a) return to work; or (b) remain at work.

GP-1-LTD07-8.1 P383.0252

***All Options***

**Early Intervention Services:** This *plan* includes Early Intervention services as part of our disability management program. The intent of these services is to: (a) assist *disabled* persons in reaching better outcomes; and (b) support the *employer's* absence management goals by promoting stay-at work and return-to work agendas where possible.

The key to success of an early intervention program is prompt notification of work absences which have the potential to exceed this *plan's elimination period.* With prompt notification, we are able to more effectively manage the potential claim.

When a covered person is *disabled* from one of the conditions listed below, a long term disability claim form should be completed as soon as possible following the date of *disability.* To facilitate an immediate intervention, the form should be submitted to us within one week of the date the covered person's *disability* begins.

- Chronic fatigue conditions, including Epstein-barr syndrome
- *Mental illness*
- repetitive motion syndromes or injuries
- Fibromyalgia
- Back pain/strain
- Neck pain/strain
- Chronic pain
- Diabetes
- Cardiovascular conditions

Upon receipt of the completed claim form, we will determine whether the claim is appropriate for Early Intervention services. The covered person will be notified of our decision. Examples of services, which we may provide, at our discretion, include, but are not limited to: (a) job accommodation; (b) ergonomic adjustments to workstations; (c) proactive case management consultations with a *disabled* covered person's *doctor* or other providers of medical care.

GP-1-LTD07-8.2 P383.0254

***All Options***

**The Survivor Benefit:** We may pay a survivor benefit if a covered person dies after he or she: (a) had been *disabled* for at least six months in a row; and (b) was entitled to receive at least one full *monthly benefit.* When we receive proof of the covered person's death, we pay his or her eligible survivor a lump sum benefit.

We pay a benefit equal to 3 times the amount of the covered person's last *gross monthly benefit* after it is reduced by *disability earnings.* But, we first apply such benefit to reduce any overpayment he or she may owe us.

If the covered person has no eligible survivor, no survivor benefit is paid.

The covered person's eligible survivor is his or her spouse, if living.

If the covered person's spouse is not living, his or her eligible survivor is his or her: (a) unmarried child under age 20; and (b) unmarried child under age 26 who is enrolled as a full-time student at an accredited school. If there is more than one such child when the covered person dies, this benefit will be paid to each child in equal shares.

**Accelerated Survivor Benefit:** If a covered person has a terminal illness, we may accelerate payment of this *plan's* survivor benefit.

For purposes of the accelerated survivor benefit, a terminal illness means a medical condition that is expected to result in the covered person's death within 6 months.

To receive an accelerated survivor benefit, the covered person must: (a) be entitled to receive a *monthly benefit* from this *plan;* (b) request this benefit in writing; and (c) provide written proof of terminal illness from a *doctor.* However, we will not pay an accelerated survivor benefit if there are less than 6 months remaining in the *maximum benefit period.*

If the covered person elects to receive an accelerated survivor benefit, no survivor benefit is payable upon his or her death.

GP-1-LTD07-9.1 P383.0310

***All Options***

**Income Recovery Benefit:** This *plan* may pay an Income Recovery Benefit, if *monthly benefits* cease because a covered person is no longer *disabled.*

To be eligible for the Income Recovery Benefit, the covered person must be:

(a) able to perform the major duties of his or her *own occupation;* or

(b) if this *plan* has already paid benefits for the *own occupation* period, able to perform the major duties of any *gainful occupation;* and

(c) working in his or her *own occupation* the same number of hours as he or she did prior to *disability;* and

(d) unable to earn this *plan's* maximum allowable disability earnings, due to the *sickness* or *injury* which caused the prior *disability.*

We pay this benefit monthly, in arrears. We determine the amount we pay in two steps. In step one, we compute the following: (a) the covered person's *gross monthly benefit* as of the last month he or she was *disabled* under the terms of this *plan;* less (b) any other income this *plan* integrates with that he or she is entitled to receive. In step two we make a current earnings adjustment. We add: (a) the covered person's *gross monthly benefit* as of the last month he or she was *disabled* under the terms of this *plan;* and (b) his or her current disability earnings. If such sum exceeds 100% of the covered person's insured earnings, we pay the amount in step one less the excess over 100%. If such sum does not exceed 100%, we pay the amount in step one.

We stop paying this benefit on the earliest of:

(a) the date the covered person is able to earn this *plan's* maximum allowable *disability earnings;*

(b) the date the covered person becomes *disabled;*

(c) the date the covered person stops working;

(d) the date 12 consecutive months after the first Income Recovery Benefit is paid; or

(e) the end of the *maximum payment period.*

We will not pay more than 12 monthly Income Recovery Benefit payments following any one period of disability, including any *recurrent disability*

GP-1-LTD07-9.5 P383.0274

***All Options***

## Claim Provisions

**Authority:** We have the sole discretionary authority to: (a) interpret the terms of this *plan;* and (b) determine a covered person's eligibility for: (i) coverage; and (ii) benefits under the *plan.* All such determinations are conclusive and binding, except that they may be modified or reversed by a court or regulatory agency with appropriate jurisdiction.

**Notice:** A covered person must send us written notice of his or her intent to file a claim under this *plan* as described in "Accident and Health Claims Provisions."

For details, the covered person can call Guardian at 1-800-538-4583.

**Proof of Loss:** When we receive a covered person's notice, we will provide him or her with a claim form for filing proof of loss. This form requires data from the *employer,* the covered person, and the *doctor(s)* treating the covered person for his or her *sickness* or *injury.* Proof of loss must be given to us within the time stated in "Accident and Health Claims Provisions." If the covered person does not receive a claim form within 15 days of the date he or she sent his or her notice, he or she should send us written proof of loss without waiting for the form.

Proof of loss, provided at the covered person's expense, consists of the following. Failure to provide this information may delay, suspend, reduce or terminate the covered person's benefits.

(a) The date *disability* began;

(b) The covered person's last day of *active work;*

(c) The cause of *disability;*

(d) The extent of *disability,* including limitations and restrictions preventing the covered person from performing the major duties of his or her *own occupation* and any *gainful occupation.*

(e) If the covered person's occupation requires that he or she carry liability or malpractice insurance, any changes to such insurance that become effective on or after the date of *disability;*

(f) *Objective medical evidence* in support of the covered person's limitations and restrictions, beginning with the date *disability* began;

(g) The prognosis of *disability;*

(h) The name and address of all *doctors,* hospitals and health care facilities where the covered person has been treated for his or her *disability* since the date *disability* began;

(i) Proof that the covered person: (i) is currently; and (ii) has been receiving *regular and appropriate care* from a *doctor,* from the date *disability* began;

(j) Proof of *insured earnings,* and, if applicable, *disability earnings;*

(k) Payroll or absence data from the *employer* for the three months prior to the date *disability* began, or other period we specify;

(l) Proof of application for all other sources of income to which the covered person may be entitled, that may affect his or her payment from this *plan;* and

(m) Proof of receipt of other income that may affect the covered person's payment from this *plan.*

The covered person must provide *objective medical evidence* from a *doctor* who is not him or herself, his or her spouse, child, parent, sibling or business associate.

Proof of *insured earnings* and *disability earnings* may consist of: (1) copies of the covered person's W-2 forms; (2) payroll records from the covered person's employer(s); (3) copies of the covered person's U.S. Individual Income Tax Returns; (4) copies of the U.S. income tax returns from any business in which the covered person holds an ownership or shareholder interest; (5) a statement from a certified public accountant; (6) copies of any income records accepted or required by the I.R.S; or (7) any other records we deem necessary.

Proof of loss and other claim data should be submitted to:

The Guardian Life Insurance Company of America
Group Long Term Disability Claims Department
P.O. Box 26025
Lehigh Valley, PA 18002-6025

**Authorization Required:** The covered person must provide us with written, unaltered authorizations to obtain medical, financial, vocational, occupational, and governmental information required to determine our liability under this *plan.* The covered person must provide us with such authorizations as often as we may require, in order that they remain current. Failure to provide such authorizations may delay, suspend or terminate the covered person's benefits.

**Right to Request Medical, Financial or Vocational Assessment:** We may ask a covered person to take part in a medical, financial, vocational or other assessment that we feel is necessary to determine whether the terms of the *plan* are met. We may require this as often as we feel is reasonably necessary. We will pay for all such assessments. But, if the covered person postpones a scheduled assessment without our approval, the covered person will be responsible for any rescheduling fees. If the covered person does not take part in or cooperate with the assessment, we have the right to stop or suspend his or her payments under this *plan.*

**Ongoing Proof of Loss:** To continue to receive payments from this *plan,* a covered person must give us current proof of loss as often as we may reasonably require. Ongoing proof of loss must be provided to us within 30 days of the date we request it.

**Payment of Benefits:** We pay benefits to the covered person, if he or she is legally competent. If he or she is not, we pay benefits to the legal representative of his or her estate. Benefits are paid in US dollars.

We pay benefits once each month at the end of the period for which they are payable.

No benefits are payable for this *plan's elimination period.*

Benefits to which the covered person is entitled may remain unpaid at his or her death. Such benefits may be paid at our discretion to: (a) his or her estate; or (b) his or her spouse, parents, children, or brothers and sisters.

**Partial Month Payment:** A covered person may be *disabled* for only part of a month. In this case, we compute his or her payment as 1/30th of the benefit to which he or she would be entitled for the full month times the number of days he or she is *disabled.* Payment will not be made for more than 30 days in any month.

**Overpayment Recovery:** If we overpaid a covered person, he or she must repay us in full. We have the right to reduce his or her payment or apply any benefits payable, including the minimum payment, toward recovery of the overpayment.

GP-1-LTD07-11.0 P383.0283

***All Options***

## Definitions

**Active Work, Actively-At-Work or Actively Working:** A covered person is able to perform and is performing all of the regular duties of his or her work for his or her *employer,* on a full- time basis at: (a) one of his or her *employer's* usual places of business; (b) some place where his or her *employer's* business requires him or her to travel; or (c) any other place he or she and his or her *employer* have agreed on for his or her work.

**CPI-W:** That part of the United States Department of Labor Consumer Price Index that measures the relative value of the cost of a typical urban wage earner's purchase of certain goods and services. If the Department of Labor stops publishing the *CPI-W,* we have the right to use some other similar standard.

GP-1-LTD07-12.0 P383.0101

***All Options***

**Disability or Disabled:** These terms mean that a current *sickness* or *injury* causes physical or mental impairment to such a degree that the covered person is:

(1) During the *elimination period* and the *own occupation* period, not able to perform, on a full-time basis, the major duties of his or her *own occupation.*

(2) After the end of the *own occupation* period, not able to perform, on a full-time basis, the major duties of any *gainful work.*

The covered person is not *disabled* if he or she earns, or is able to earn, more than this *plan's* maximum allowed *disability earnings.*

The covered person may be required, on average, to work more than 40 hours per week. In this case, he or she is not *disabled* if he or she is able to work for 40 hours per week.

Neither: (a) loss of a professional or occupational license; or (b) receipt of or entitlement to Social Security disability benefits; in and of themselves constitute *disability* under this *plan.*

GP-1-LTD07-12.1 P383.0103

***All Options***

**Disability Earnings:** The monthly income a covered person earns from working while *disabled.* It includes salaries, wages, commissions, bonuses and any other compensation earned or accrued while working including pension, profit sharing contributions, sick pay, paid time off, holiday and vacation pay. When the covered person has an ownership interest in the business, *disability earnings* also includes business profits, attributable to him or her, whether received or not. It includes any income the covered person earns while *disabled* and returns to his or her *employer,* partnership, or any other similar business arrangement to cover any business or overhead expenses. If the covered person has the ability to work on a *part-time* or full-time basis, following the earlier of the date he or she: (a) has been terminated from employment with the *employer;* (b) has been *disabled* for 12 months in a row; or (c) has been offered a job or workplace modification by the *employer* and he or she does not return to work; *disability earnings* also includes *maximum capacity earnings.*

**Doctor:** Any medical practitioner we are required by law to recognize. He or she must: (a) be properly licensed or certified by the laws of the state where he or she practices; and (b) provide services that are within the lawful scope of his or her practice.

**Elimination Period:** The period of time a covered person must be *disabled,* due to a covered *disability,* before this *plan's* benefits are payable.

Any days during which the covered person returns to work earning more than 80% of his or her *insured earnings* will not count toward the *elimination period.* If he or she is or becomes eligible under any other similar group income replacement plan while he or she is working during the *elimination period,* he or she will not be entitled to benefits from this *plan.*

We do not require a covered person to complete an *elimination period* if: (a) he or she was covered under a similar income replacement plan the *plan sponsor* had with another insurer on the day before this plan starts; (b) the covered person's disability would have been a recurring disability under the prior plan had it remained in effect.

**Employer:** The business entity that employs a covered person and is: (a) the plan sponsor; or (b) associated with the plan sponsor.

**Gainful Occupation or Gainful Work:** Work for which a covered person is, or may become, qualified by: (a) training; (b) education; or (c) experience. When a covered person is able to perform such work on a full-time basis, he or she can be expected to earn at least 60% of his or her indexed *insured earnings* within 12 months of returning to work.

**Government Plan:** Any of the following: (1) the United States Social Security Act; (2) the Railroad Retirement Act; (3) the Canadian Pension Plan; or (4) any other plan provided under the laws of a state, province or any other political subdivision. It also includes: (a) any public employee retirement plan; or (b) any plan provided in place of the above named plan or acts. It does not include: (i) any Workers' Compensation Act or similar law; (ii) the Jones' Act; (iii) the Longshoreman's and Harbor Workers' Compensation Act; or (iv) the Maritime Doctrine of Maintenance, Wages, or Cure.

**Gross Monthly Benefit:** This *plan's monthly benefit* before it is integrated with other income and earnings.

**Injury:** A bodily *injury* due to an accident that occurs, independent of all other causes, while a covered person is insured by this plan. We will cover a disability caused by an *injury* when the disability starts within 90 days of the date of such *injury.*

GP-1-LTD07-12.12 P383.0202

***All Options***

**Disability Earnings:** The monthly income a covered person earns from working while *disabled.* It includes salaries, wages, commissions, bonuses and any other compensation earned or accrued while working including pension, profit sharing contributions, sick pay, paid time off, holiday and vacation pay. When the covered person has an ownership interest in the business, *disability earnings* also includes business profits, attributable to him or her, whether received or not. It includes any income the covered person earns while *disabled* and returns to his or her *employer,* partnership, or any other similar business arrangement to cover any business or overhead expenses. If the covered person has the ability to work on a *part-time* or full-time basis, following the earlier of the date he or she: (a) has been terminated from employment with the *employer;* (b) has been *disabled* for 12 months in a row; or (c) has been offered a job or workplace modification by the *employer* and he or she does not return to work; *disability earnings* also includes *maximum capacity earnings.*

**Doctor:** Any medical practitioner we are required by law to recognize. He or she must: (a) be properly licensed or certified by the laws of the state where he or she practices; and (b) provide services that are within the lawful scope of his or her practice.

**Elimination Period:** The period of time a covered person must be *disabled,* due to a covered *disability,* before this *plan's* benefits are payable.

Any days during which the covered person returns to work earning more than 80% of his or her *insured earnings* will not count toward the *elimination period.* If he or she is or becomes eligible under any other similar group income replacement plan while he or she is working during the *elimination period,* he or she will not be entitled to benefits from this *plan.*

We do not require a covered person to complete an *elimination period* if: (a) he or she was covered under a similar income replacement plan the *plan sponsor* had with another insurer on the day before this plan starts; (b) the covered person's disability would have been a recurring disability under the prior plan had it remained in effect.

**Employer:** The business entity that employs a covered person and is: (a) the plan sponsor; or (b) associated with the plan sponsor.

**Gainful Occupation or Gainful Work:** Work for which a covered person is, or may become, qualified by: (a) training; (b) education; or (c) experience. When a covered person is able to perform such work on a full-time basis, he or she can be expected to earn at least 60% of his or her indexed *insured earnings* within 12 months of returning to work.

**Government Plan:** Any of the following: (1) the United States Social Security Act; (2) the Railroad Retirement Act; (3) the Canadian Pension Plan; or (4) any other plan provided under the laws of a state, province or any other political subdivision. It also includes: (a) any public employee retirement plan; or (b) any plan provided in place of the above named plan or acts. It does not include: (i) any Workers' Compensation Act or similar law; (ii) the Jones' Act; (iii) the Longshoreman's and Harbor Workers' Compensation Act; or (iv) the Maritime Doctrine of Maintenance, Wages, or Cure.

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GP-1-LTD07-12.12 P383.0202

***All Options***

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**Doctor:** Any medical practitioner we are required by law to recognize. He or she must: (a) be properly licensed or certified by the laws of the state where he or she practices; and (b) provide services that are within the lawful scope of his or her practice.

**Elimination Period:** The period of time a covered person must be *disabled,* due to a covered *disability,* before this *plan's* benefits are payable.

Any days during which the covered person returns to work earning more than 80% of his or her *insured earnings* will not count toward the *elimination period.* If he or she is or becomes eligible under any other similar group income replacement plan while he or she is working during the *elimination period,* he or she will not be entitled to benefits from this *plan.*

We do not require a covered person to complete an *elimination period* if: (a) he or she was covered under a similar income replacement plan the *plan sponsor* had with another insurer on the day before this plan starts; (b) the covered person's disability would have been a recurring disability under the prior plan had it remained in effect.

**Employer:** The business entity that employs a covered person and is: (a) the plan sponsor; or (b) associated with the plan sponsor.

**Gainful Occupation or Gainful Work:** Work for which a covered person is, or may become, qualified by: (a) training; (b) education; or (c) experience. When a covered person is able to perform such work on a full-time basis, he or she can be expected to earn at least 60% of his or her indexed *insured earnings* within 12 months of returning to work.

**Government Plan:** Any of the following: (1) the United States Social Security Act; (2) the Railroad Retirement Act; (3) the Canadian Pension Plan; or (4) any other plan provided under the laws of a state, province or any other political subdivision. It also includes: (a) any public employee retirement plan; or (b) any plan provided in place of the above named plan or acts. It does not include: (i) any Workers' Compensation Act or similar law; (ii) the Jones' Act; (iii) the Longshoreman's and Harbor Workers' Compensation Act; or (iv) the Maritime Doctrine of Maintenance, Wages, or Cure.

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**Injury:** A bodily *injury* due to an accident that occurs, independent of all other causes, while a covered person is insured by this plan. We will cover a disability caused by an *injury* when the disability starts within 90 days of the date of such *injury.*

GP-1-LTD07-12.12 P383.0202

***All Options***

**Disability Earnings:** The monthly income a covered person earns from working while *disabled.* It includes salaries, wages, commissions, bonuses and any other compensation earned or accrued while working including pension, profit sharing contributions, sick pay, paid time off, holiday and vacation pay. When the covered person has an ownership interest in the business, *disability earnings* also includes business profits, attributable to him or her, whether received or not. It includes any income the covered person earns while *disabled* and returns to his or her *employer,* partnership, or any other similar business arrangement to cover any business or overhead expenses. If the covered person has the ability to work on a *part-time* or full-time basis, following the earlier of the date he or she: (a) has been terminated from employment with the *employer;* (b) has been *disabled* for 12 months in a row; or (c) has been offered a job or workplace modification by the *employer* and he or she does not return to work; *disability earnings* also includes *maximum capacity earnings.*

**Doctor:** Any medical practitioner we are required by law to recognize. He or she must: (a) be properly licensed or certified by the laws of the state where he or she practices; and (b) provide services that are within the lawful scope of his or her practice.

**Elimination Period:** The period of time a covered person must be *disabled,* due to a covered *disability,* before this *plan's* benefits are payable.

Any days during which the covered person returns to work earning more than 80% of his or her *insured earnings* will not count toward the *elimination period.* If he or she is or becomes eligible under any other similar group income replacement plan while he or she is working during the *elimination period,* he or she will not be entitled to benefits from this *plan.*

We do not require a covered person to complete an *elimination period* if: (a) he or she was covered under a similar income replacement plan the *plan sponsor* had with another insurer on the day before this plan starts; (b) the covered person's disability would have been a recurring disability under the prior plan had it remained in effect.

**Employer:** The business entity that employs a covered person and is: (a) the plan sponsor; or (b) associated with the plan sponsor.

**Gainful Occupation or Gainful Work:** Work for which a covered person is, or may become, qualified by: (a) training; (b) education; or (c) experience. When a covered person is able to perform such work on a full-time basis, he or she can be expected to earn at least 60% of his or her indexed *insured earnings* within 12 months of returning to work.

**Government Plan:** Any of the following: (1) the United States Social Security Act; (2) the Railroad Retirement Act; (3) the Canadian Pension Plan; or (4) any other plan provided under the laws of a state, province or any other political subdivision. It also includes: (a) any public employee retirement plan; or (b) any plan provided in place of the above named plan or acts. It does not include: (i) any Workers' Compensation Act or similar law; (ii) the Jones' Act; (iii) the Longshoreman's and Harbor Workers' Compensation Act; or (iv) the Maritime Doctrine of Maintenance, Wages, or Cure.

**Gross Monthly Benefit:** This *plan's monthly benefit* before it is integrated with other income and earnings.

**Injury:** A bodily *injury* due to an accident that occurs, independent of all other causes, while a covered person is insured by this plan. We will cover a disability caused by an *injury* when the disability starts within 90 days of the date of such *injury.*

GP-1-LTD07-12.12 P383.0202

***All Options***

**Insured Earnings:** Only a covered person's earnings from the *employer* will be included as *insured earnings.*

We calculate benefit amounts and limits based on the amount of the covered person's *insured earnings* as of the Redetermination date immediately prior to the start of his or her *disability.* See the "Redetermination" section of this *plan.*

<u>For Partners and S Corporation Shareholders:</u>

*Insured earnings* means the sum of the amounts listed below, divided by 12.

(a) His or her compensation as an employee or S Corporation shareholder, as reported on his or her Federal Income Tax Return, Form 1040, for the prior calendar year, less the gross total of unadjusted employee business expenses as included on the corresponding Schedule A-Itemized Deductions;

(b) His or her non-passive income (loss) from trade or business as reported on Schedule E-Part II of his or her Federal Income Tax Return, Form 1040, for the prior calendar year, less any expenses incurred and reported elsewhere on his or her Return; and

(c) His or her contributions during the prior calendar year, deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account.

The covered person may not have been a partner or S Corporation shareholder for the entire previous calendar year. In this case, the covered person's earnings are based on the monthly average of the sum of the listed amounts, averaged for the full number of months that he or she was a partner or an S Corporation shareholder during such calendar year.

<u>For Sole Proprietors:</u>

*Insured earnings* means: (a) the average monthly net profit as determined from Schedule C - Part II of the covered person's Federal Income Tax Returns, Form 1040, for the prior calendar year; plus (b) the covered person's average monthly contribution during the prior calendar year deposited into a: (i) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (ii) a Section 125 plan or flexible spending account. Monthly net profit is calculated as gross income less total expenses. The covered person may not have been a sole proprietor for the previous calendar year. In this case, we calculate average monthly net profit and average monthly contributions using the full number of months that he or she was a sole proprietor during such calendar year.

<u>For Covered Persons Who Are Compensated on Less Than a 12 Month Basis:</u>

*Insured earnings* means the covered person's average rate of monthly earnings determined from his or her annual contract salary. Insured earnings also includes the covered person's contributions deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account. *Insured earnings* does not include bonuses, commissions, overtime pay, expense accounts, stock options and any other extra compensation. We do not include pay for hours worked or billed over 40 per week. Earnings based on excluded income and *employer* contributions deposited into such 401(k); 403(b); 457; or similar plan are excluded.

For Covered Persons Whose Income Is Reported on a IRS Form 1099:

*Insured earnings* means the covered person's average rate of monthly earnings as figured from the 1099 form received from the *employer* for the prior calendar year, calculated as (a) minus (b), divided by 12 or the number of months the covered person worked for the *employer* during such calendar year, if less than 12.

(a) his or her earned income as reported on the 1099 form.

(b) business expenses, as reported on Schedule C - Part II of his or her Federal Income Tax Return, Form 1040.

*Insured earnings* also includes the covered person's contributions deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account.

Earnings based on excluded income and *employer* contributions deposited into such 401(k); 403(b); 457; or similar plan are excluded.

For All Other Covered Persons:

*Insured earnings* means a covered person's base monthly salary. *Insured earnings* also includes the covered person's contributions deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account. *Insured earnings* does not include bonuses, commissions, overtime pay, expense accounts, stock options and any other extra compensation. We do not include pay for hours worked or billed over 40 per week. Earnings based on excluded income and *employer* contributions deposited into such 401(k); 403(b); 457; or similar plan are excluded.

GP-1-LTD07-12.13 P383.1837

***All Options***

**Maximum Capacity Earnings:** During the *own occupation* period, the income a covered person could earn if working to the fullest extent he or she is able to in his or her own occupation. After the *own occupation* period, the income a covered person could earn if working to the fullest extent he or she is able to in any *gainful occupation.* We decide the fullest extent of work a covered person is able to do based on objective data provided by any or all of the following sources: (a) his or her treating *doctor;* (b) impartial medical or vocational exams; (c) peer review specialists; (d) functional capacities exams; and (e) other medical and vocational specialists whose area of expertise is appropriate to the covered person's *disability.*

**Maximum Payment Period:** The longest time that benefits are paid by this *plan.*

**Mental Illness:** Means any mental disorder, regardless of cause, listed in the Diagnostic and Statistical Manual of Mental Disorders (DSM) currently in use by the American Psychiatric Association (APA). If the APA stops publishing the DSM, we have the right to use some other similar standard. A *mental illness* may be: (a) caused by; (b) contributed to by; or (c) result in; physical, biological or chemical factors or symptoms. For purposes of this *plan, mental illness* does not include: (a) irreversible dementia caused by Alzheimer's disease, stroke, trauma or viral infection; or (b) any other condition not typically treated by a psychiatrist, clinical psychologist or other qualified mental health practitioner with psychotherapy or psychotropic drugs.

**Monthly Benefit:** This *plan's gross monthly benefit* reduced by other income. If a covered person is working while *disabled,* his or her *monthly benefit* will be further reduced based on the amount of his or her *disability earnings.*

**No-Fault Motor Vehicle Coverage:** A motor vehicle plan that pays disability or medical benefits no matter who was at fault in an accident.

**Objective Medical Evidence:** May include but is not limited to: (a) diagnostic testing; (b) laboratory reports; and (c) medical records of a *doctor's* exam documenting: (i) clinical signs; (ii) presence of symptoms; and (iii) test results consistent with generally accepted medical standards supported by nationally recognized authorities in the health care field.

**Own Occupation:** Means the occupation: (a) the covered person is routinely performing immediately prior to *disability;* (b) which is the covered person's primary source of income prior to *disability;* and (c) for which he or she is insured under this *plan.* Occupation includes any employment, trade or profession that are related in terms of similar: (i) tasks; (ii) functions; (ii) skills; (iv) abilities; (v) knowledge; (vi) training; and (vii) experience; required by employers from those engaged in a particular occupation in the general labor market in the national economy. Occupation is not specific to a certain employer or a certain location.

GP-1-LTD07-12.14 P383.0212

***All Options***

**Part-Time:** The ability to work and earn between 40% and 80% of *insured earnings* during the *own occupation* period and between 40% and 60% of *insured earnings* after the *own occupation* period.

**Plan Sponsor:** The *employer,* association, union, trustee, or other group to which this *plan* is issued.

**Reasonable Accommodation:** Any modification or adjustment to: (i) a job; (ii) an employment practice; (iii) a work process; or (iv) the work place; that an employer willingly provides. The modification or adjustment must make it possible for a *disabled* person to: (1) reach the same level of performance as a similarly situated non-disabled person; or (2) enjoy equal benefits and privileges of employment as are available to a similarly situated non-disabled person. The modification or adjustment must not place an undue hardship on the employer.

**Recurring Disability:** A later *disability* that: (a) is related to an earlier *disability* for which this *plan* paid benefits; and (b) meets the conditions described in "Recurring Disability."

**Regular and Appropriate Care:** Means, with respect to a covered person's: (a) disabling condition; and (b) any other condition which, if left untreated, would adversely affect his or her disabling condition; he or she(i) visits a *doctor* as frequently as medically required, according to generally accepted medical standards, to effectively manage these conditions; and (ii) is receiving the most appropriate treatment, according to generally accepted medical standards, designed to achieve maximum medical improvement in these conditions. Treatment must be provided by a *doctor(s)* whose specialty is most appropriate for the covered person's: (a) *disability;* and (b) any other conditions which left untreated would adversely affect the covered person's disabling condition; according to generally accepted medical standards. Generally accepted medical standards are those supported by nationally recognized authorities in the health care field including: the American Medical Association (AMA); the AMA Board of Medical Specialties; the Food and Drug Administration; the Centers for Disease Control; the National Cancer Institute; the National Institutes of Health; the Department of Health and Human Services; and any other agency of similar repute.

**Rehabilitation Agreement:** A formal agreement between: (a) a covered person; (b) us; and (c) the covered person's *employer,* if needed. It outlines the *rehabilitation program* in which the covered person agrees to take part.

**Rehabilitation Program:** A program of work or job-related training for a covered person that we approve in writing. Its aim is to restore his or her wage earning abilities.

**Retirement Plan:** A defined benefit or defined contribution plan funded wholly or in part by the *employer's* deposits for a covered person's benefit. The term does not include: (a) profit sharing plans; (b) thrift plans; (c) non-qualified deferred compensation plans; (d) individual retirement accounts; (e) tax sheltered annuities; (f) 401(k), 403(b), 457 or similar plans; or (g) stock ownership plans. *Retirement Plan* **"retirement benefits"** are lump sum or periodic payments at normal or early retirement. Some *retirement plans* make payments for disability (as defined by those plans) that start before normal retirement age. When such payments reduce the amount that would have been paid at normal retirement age, they are *retirement benefits.* When such payments do not reduce the normal retirement amount, they are **"disability benefits."**

**Sickness:** An illness or disease. Pregnancy is treated as a *sickness* under this *plan.*

**We, Us, and Guardian:** The Guardian Life Insurance Company of America.

GP-1-LTD07-12.15 P383.0209

***All Options***

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00494678-**

issued by

**The Guardian** Life Insurance Company of America

(herein called the Insurance Company)

to

**SHAWNEE STATE UNIV.**

(herein called the Policyholder)

Effective January 1, 2014, the rider amends this Policy's Employee Basic Life "Settlement Option" provision as follows:

**Settlement Option:** Unless otherwise elected by the certificate holder or beneficiary, benefits will be paid in a single lump sum check. We may make other options available in addition to the single check option.

This rider is part of this plan. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this plan.

Dated at ____________ This ____________ Day of ____________ , ____

SHAWNEE STATE UNIV.
Full or Corporate Name of Policyholder

____________________ BY: ____________________
Witness Signature and Title

**The Guardian** Life Insurance Company of America

Stuart J Shaw
Vice President, Risk Mgt. & Chief Actuary

GP-1-A-BLSO-12 P531.0124

***All Options***

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00494678-**

issued by

**The Guardian** Life Insurance Company of America

(herein called the Insurance Company)

to

**SHAWNEE STATE UNIV.**

(herein called the Policyholder)

Effective January 1, 2014, the rider amends this Policy's Employee and Dependent Optional Life "Settlement Option" provision as follows:

**Settlement Option:** Unless otherwise elected by the certificate holder or beneficiary, benefits will be paid in a single lump sum check. We may make other options available in addition to the single check option.

This rider is part of this plan. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this plan.

Dated at ____________ This ____________ Day of ____________ , ____

SHAWNEE STATE UNIV.
Full or Corporate Name of Policyholder

____________________ BY: ____________________
Witness Signature and Title

**The Guardian** Life Insurance Company of America

Stuart J Shaw
Vice President, Risk Mgt. & Chief Actuary

GP-1-A-OLSO-12 P531.0129

***All Options***

**ATTACHED TO AND MADE A PART OF GROUP INSURANCE POLICY NO. G-00494678-**

issued by

**The Guardian** Life Insurance Company of America

(herein called the Insurance Company)

to

**SHAWNEE STATE UNIV.**

(herein called the Policyholder)

As of January 1, 2014, this plan is amended, as explained below, with respect to any of this plan's provisions.

As used in this rider:

"Covered Person" means an employee or dependent, including the legal representative of a minor or incompetent, insured by this plan.

"Reasonable pro-rata Expenses" are those costs, such as lawyers fees and court costs, incurred to effect a third party payment, expressed as a percentage of such payment.

"Third Party" means anyone other than The Guardian, the employer or the covered person.

We will not pay any benefits under this plan, to or on behalf of a covered person, who has received payment in whole or in part from a third party, or its insurer for past or future medical or dental charges or loss of earnings, resulting from the negligence, intentional act, or no-fault tort liability of a third party.

If a covered person makes a claim to us for medical, dental or loss of earnings benefits under this plan prior to receiving payment from a third party or its insurer, the covered person must agree, in writing, to repay us from any amount of money they receive from the third party, or its insurer.

The repayment will be equal to the amount of benefits paid by us. However, the covered person may deduct the reasonable pro-rata expenses, incurred in effecting the third party payment, from the repayment to us.

The repayment agreement will be binding upon the covered person whether: (a) the payment received from the third party, or its insurer, is the result of a legal judgement, an arbitration award, a compromise settlement, or any other arrangement; or (b) the third party, or its insurer, has admitted liability for the payment; or (c) the medical or dental charges or loss of earnings are itemized in the third party payment.

This rider is a part of this plan. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this plan.

Dated at ______________ This ______________ Day of ______________ , ____

SHAWNEE STATE UNIV.
Full or Corporate Name of Policyholder

______________________ BY: ______________________
Witness Signature and Title

**The Guardian** Life Insurance Company of America

Stuart J Shaw
Vice President, Risk Mgt. & Chief Actuary

GP-1-TPL-90 P600.0003

*All Options*

# STATEMENT OF ERISA RIGHTS

As a participant, an employee is entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

### Receive Information About The Plan and Benefits

(a) Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U. S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

(b) Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts, collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

(c) Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

## Prudent Actions By Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of plan participants and beneficiaries. No one, including the employer, an employee's union, or any other person may fire the employee or otherwise discriminate against an employee in any way to prevent then employee from obtaining a welfare benefit or exercising his or her rights under ERISA.

## Enforcement Of An Employee's Rights

If an employee's claim for a welfare benefit is denied or ignored, in whole or in part, he or she has a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps an employee can take to enforce the above rights. For instance, if an employee requests a copy of plan documents or the latest annual report from the plan and does not receive them within 30 days, he or she may file suit in a state or Federal court. In such a case, the court may require the plan administrator to provide the materials and pay the employee up to $110.00 a day until he or she receives the material, unless the materials were not sent because of reasons beyond the control of the administrator. If an employee has a claim for benefits which is denied or ignored, in whole or in part, he or she may file suit in a federal court. If it should happen that plan fiduciaries misuse the plan's money or if an employee is discriminated against for asserting his or her rights, the employee may seek assistance from the U.S. Department of Labor, or he or she may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If an employee is successful, the court may order the person he or she sued to pay these costs and fees. If the employee loses, the court may order him or her to pay these costs and fees, for example, if it finds that the employee's claim is frivolous.

## Assistance with Questions

If an employee has questions about the plan, he or she should contact the plan administrator. If an employee has questions about this statement or about his or her rights under ERISA, or if the employee needs assistance in obtaining documents from the plan administrator, he or she should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor listed in the telephone directory or the Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington D.C. 20210. An employee may also obtain certain publications about his or her rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

P800.0065

# DISABILITY BENEFITS CLAIMS PROCEDURE

If an employee seeks benefits under the plan he or she should complete, execute and submit a claim form. Claim forms and instructions for filing claims may be obtained from the Plan Administrator.

Guardian is the Claims Fiduciary with discretionary authority to determine eligibility for benefits and to construe the terms of the *plan* with respect to claims. Guardian has the right to secure independent professional healthcare advice and to require such other evidence as needed to decide an employee's claim.

In addition to the basic claim procedure explained in the employee's certificate, Guardian will also observe the procedures listed below. These procedures are the minimum requirements for benefit claims procedures of employee benefit plans covered by Title 1 of the Employee Retirement Income Security Act of 1974("ERISA")

## Definitions

"Adverse determination" means any denial, reduction or termination of a benefit or failure to provide or make payment(in whole or in part) for a benefit.

## Timing For Initial Benefit Determination

The benefit determination period begins when a claim is received. Guardian will make a benefit determination and notify a claimant within a reasonable period of time, but not later than the maximum time period shown below. A written or electronic notification of any adverse benefit determination must be provided.

Guardian will provide a benefit determination not later than 45 days from the date of receipt of a claim. This period may be extended by up to 30 days if Guardian determines that an extension is necessary due to matters beyond the control of the plan, and so notifies the claimant before the end of the initial 45-day period. Such notification will include the reason for the extension and a date by which the determination will be made. If prior to the end of the 30-day period Guardian determines that an additional extension is necessary due to matters beyond the control of the plan, and so notifies the claimant, the time period for making a benefit determination may be extended for up to an additional period of up to 30 days. Such notification will include the special circumstances requiring the extension and a date by which the final determination will be made.

A notification of an extension to the time period in which a benefit determination will be made will include an explanation of the standards upon which entitlement to a benefit is based, any unresolved issues that prevent a decision of the claim, and the additional information needed to resolve those issues.

If a claimant fails to provide all information needed to make a benefit determination, Guardian will notify the claimant of the specific information that is needed as soon as possible but no later than 45 days after receipt of the claim.

If Guardian extends the time period for making a benefit determination due to a claimant's failure to submit information necessary to decide the claim, the claimant will be given at least 45 days to provide the requested information. The extension period will begin on the date on which the claimant responds to the request for additional information.

## Adverse Benefit Determination

If a claim is denied, Guardian will provide a notice that will set forth:

- the specific reason(s) for the adverse determination;
- references to the specific *plan* provision on which the determination is based;
- a description of any additional material or information necessary to make the claim valid and an explanation of why such material or information is needed;
- a description of the plan's claim review procedures which a claimant may follow to have a claim for benefits reviewed and the time limits applicable to such procedures, including a statement indicating that the claimant has the right to bring a civil action under ERISA Section 502(a) following an adverse benefit;
- identification and description of any specific internal rule, guideline or protocol that was relied upon in making an adverse benefit determination, or a statement that a copy of such information will be provided to the claimant free of charge upon request; and

- in the case of an adverse benefit determination based on medical necessity or experimental treatment, notice will either include an explanation of the scientific or clinical basis for the determination, or a statement that such explanation will be provided free of charge upon request.

## Appeal of Adverse Benefit Determinations

If a claim is wholly or partially denied, the claimant will have up to 180 days to make an appeal.

Guardian will conduct a full and fair review of an appeal which includes providing to claimants the following:

- the opportunity to submit written comments, documents, records and other information relating to the claim;
- the opportunity, upon request and free of charge, for reasonable access to, and copies of, all documents, records and other information relating to the claim; and
- a review that takes into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In reviewing an appeal, Guardian will

- provide for a review conducted by a named fiduciary who is neither the person who made the initial adverse determination nor that person's subordinate;
- in deciding an appeal based upon a medical judgment, consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- identify medical or vocational experts whose advice was obtained in connection with an adverse benefit determination; and
- ensure that a health care professional engaged for consultation regarding an appeal based upon a medical judgment shall be neither the person who was consulted in connection with the adverse benefit determination, nor that person's subordinate.

Guardian will notify the claimant of its decision not later than 45 days after receipt of the request for review of the adverse determination. This period may be extended by an additional period of up to 45 days if Guardian determines that special circumstances require an extension of the time period for processing and so notifies the claimant before the end of the initial 45-day period.

A notification with respect to an extension will indicate the special circumstances requiring an extension of the time period for review, and the date by which the final determination will be made.

## Alternative Dispute Options

The claimant and the plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact the local U.S Department of Labor Office and the State insurance regulatory agency.

P800.0055

***All Options***

## LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE CLAIMS PROCEDURE

Claim forms and instructions for filing claims may be obtained from the Plan Administrator.

Guardian is the Claims Fiduciary with discretionary authority to determine eligibility for benefits and to construe the terms of the *plan* with respect to claims.

In addition to the basic claim procedure explained in the employee's certificate, Guardian will also observe the procedures listed below. These procedures are the minimum requirements for benefit claims procedures of employee benefit plans covered by Title 1 of the Employee Retirement Income Security Act of 1974 ("ERISA"):

(a) If a claim is wholly or partially denied, the claimant will be notified of the decision within 90 days after Guardian received the claim.

(b) If special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which The Guardian expects to render the final decision.

(c) If a claim is denied, Guardian will provide a notice that will set forth:

(1) the specific reason(s) the claim was denied;

(2) specific references to the pertinent *plan* provision on which the denial is based;

(3) a description of any additional material or information needed to make the claim valid, and an explanation of why the material or information is needed;

(4) an explanation of the *plan's* claim review procedure.

A claimant must file a request for review of a denied claim within 60 days after receipt of written notification of denial of a claim.

(d) Guardian will notify the claimant of its decision within 60 days of receipt of the request for review. If special circumstances require an extension of time for processing, The Guardian will render a decision as soon as possible, but no later than 120 days after receiving the request. The Guardian will notify the claimant about the extension.

The claims procedures applicable to disability benefits under this plan apply to an employee's application for an extension of life insurance benefits due to total disability under an Extended Life Benefit under this plan.

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*END OF POLICY DOCUMENT*