



**GUARDIAN<sup>SM</sup>**

**YOUR GROUP INSURANCE  
PLAN BENEFITS**

WORKING TODAY

The enclosed certificate is intended to explain the benefits provided by the Plan. It does not constitute the Policy Contract. Your rights and benefits are determined in accordance with the provisions of the Policy, and your insurance is effective only if you are eligible for insurance and remain insured in accordance with its terms.

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**CERTIFICATE OF COVERAGE**

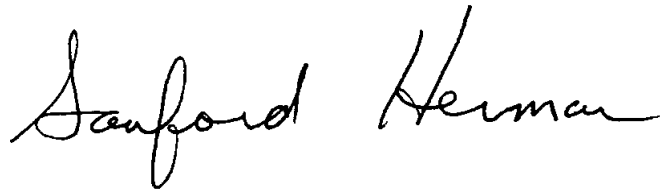
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**The Guardian**  
7 Hanover Square  
New York, New York 10004

We, The Guardian, certify that the employee named below is entitled to the insurance benefits provided by The Guardian described in this certificate, provided the eligibility and effective date requirements of the plan are satisfied.

Group Policy No.	Certificate No.	Effective Date
Issued To		

This CERTIFICATE OF COVERAGE replaces any CERTIFICATE OF COVERAGE previously issued under the above Plan or under any other Plan providing similar or identical benefits issued to the Planholder by The Guardian.



Vice President, Group Pricing & Standards



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## GENERAL PROVISIONS

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As used in this booklet:

"Covered person" means an *employee* or a dependent insured by this *plan*.

"Employer" means the *employer* who purchased this *plan*.

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

"Plan" means the Guardian *plan* of group insurance purchased by your *employer*.

"You" and "your" mean an *employee* insured by this *plan*.

CGP-3-R-GENPRO-90

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### Limitation of Authority

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, plan or certificate of insurance is to be issued; (b) waive or alter any provisions of any insurance contract or plan, or any requirements of The Guardian; (c) bind us by any statement or promise relating to any insurance contract issued or to be issued; or (d) accept any information or representation which is not in a signed application.

CGP-3-R-LOA-90

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### 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 *plan* 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.

CGP-3-R-EA-90

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### Accident and Health Claims Provisions

Your right to make a claim for any *accident and health* benefits provided by this *plan*, is governed as follows:

**Notice** You 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 your name and *plan* number.

**Proof of Loss** We'll furnish you 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. You must detail the nature and extent of the loss for which the claim is being made. You must send us written proof within 90 days of the loss.

## Accident and Health Claims Provisions (Cont.)

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If this plan provides weekly loss-of-time insurance, you 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, you must send us written proof of loss within 90 days of the date we request it. For any other loss, you must send us written proof within 90 days of the loss.

**Late Notice of Proof** We won't void or reduce your claim if you can't send us notice and proof of loss within the required time. But you 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 you submit periodic written proof of loss as stated above. We'll pay all other *accident and health* benefits to which you're entitled as soon as we receive written proof of loss.

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

When you file proof of loss, you 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 you that a particular provider must provide such care. And you may not assign your right to take legal action under this *plan* to such provider.

**Limitations of Actions** You can't bring a legal action against this *plan* until 60 days from the date you file proof of loss. And you can't bring legal action against this *plan* after three years from the date you file 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 Workers' Compensation.

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## ELIGIBILITY FOR LIFE COVERAGES

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### Employee Coverage

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**Eligible Employees** To be eligible for employee coverage, you must be an active *full-time employee*. And you must belong to a class of *employees* covered by this *plan*.

**Other Conditions** If you must pay all or part of the cost of employee coverage, we won't insure you until you enroll and agree to make the required payments. If you do this: (a) more than 31 days after you first become eligible; or (b) after you previously had coverage which ended because you failed to make a required payment, we also ask for *proof* that you're insurable. And you won't be covered until we approve that *proof* in writing.

If your active *full-time* service ends before you meet any *proof of insurability* requirements that apply to you, you'll still have to meet those requirements if you're later re-employed.

Part or all of your insurance amounts may be subject to *proof* that you're insurable. The Life Schedule explains if and when we require *proof*. You won't be covered for any amount that requires such *proof* until you give the *proof* to us and we approve it in writing.

CGP-3-EC-90-1.0

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**When Your Coverage Starts** *Employee* benefits that don't require *proof* that you are insurable are scheduled to start on the effective date shown on the sticker attached to the inside front cover of this booklet.

*Employee* benefits that require such *proof* won't start until you send us the *proof* and we approve it in writing. Once we have approved it, the benefits are scheduled to start on the effective date shown in the endorsement section of your application. A copy of the approved application is furnished to you.

But you must be actively at work on a *full-time* basis on the scheduled effective date or dates. And you must have met all of the applicable conditions explained above, and any applicable waiting period. If you are not actively at work on any date part of your insurance is scheduled to start, we will postpone that part of your coverage until the date you return to active *full-time* work.

Sometimes, the effective date shown on the sticker or in the endorsement is not a regularly scheduled work day. But coverage will still start on that date if you were actively at work on a *full-time* basis on your last regularly scheduled work day.

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## Employee Coverage (Cont.)

**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.

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**When Your Coverage Ends** Your coverage ends on the date your active *full-time* service ends for any reason. Such reasons include disability, death, retirement, layoff, leave of absence and the end of employment.

It also ends on the date you stop being a member of a class of employees eligible for insurance under this plan, or when this plan ends for all *employees*. And it ends when this *plan* is changed so that benefits for the class of *employees* to which you belong ends.

If you are required to pay all or part of the cost of this *coverage* and you fail to do so, your coverage ends. It ends on the last day of the period for which you made the required payments, unless coverage ends earlier for other reasons.

Read this booklet carefully if your coverage ends. You may have the right to continue certain group benefits for a limited time. And you may have the right to replace certain group benefits with converted policies.

CGP-3-EC-90-3.0

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## An Employee's Right To Continue Group Life Insurance During A Family Leave Of Absence

**Important Notice** This section may not apply to an *employer's* plan. You must contact your *employer* to find out if:

- the *employer* must allow for a leave of absence under federal law, in which case;
- the section applies to you.

**Continuation Of Life Coverages** Your loss of life and accidental death and dismemberment coverages may be continued at your *employer's* option. You must contact your *employer* to find out if you may continue these coverages.

## An Employee's Right To Continue Group Life Insurance During A Family Leave Of Absence (Cont.)

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**If Your Group Insurance Ends** Group insurance may end for you because you cease full-time work due to an approved leave of absence. Such leave of absence must have been granted to allow you to care for a seriously ill spouse, child or parent, or after the birth or adoption of a child, or due to your own serious health condition. If so, your group insurance will be continued at your *employer's option*. You will be required to pay the same share of the premium as before the leave of absence.

**When Continuation Ends** Insurance may continue until the earliest of: (a) the date you return to full-time work; (b) the end of a total leave period of 12 weeks in any 12 month period; (c) the date on which your coverage would have ended had you not been on leave; or (d) the end of the period for which the premium has been paid.

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### Dependent Life Coverage

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**Eligible Dependents For Optional Dependent Life Benefits** Your *eligible dependents* are: your legal spouse who is under age 70, and your unmarried dependent children who are 14 or more days old, until they reach age 23 and your unmarried dependent children, from age 23 until they reach age 25, who are enrolled as full-time students at accredited schools.

If a child is an eligible dependent of more than one employee under this plan, the child may be insured for dependent life benefits by only one employee at a time.

CGP-3-DEP-00-3.0

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**Adopted Children** Your "unmarried dependent children" include your dependent legally adopted children. We treat a child as legally adopted from the time the child is placed in your 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 insured by this *plan* as an *employee*. And we exclude any dependent who is on active duty in any armed force.

CGP-3-DEP-00-3.0-NY

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**Proof Of Insurability** We require *proof* that a dependent is insurable, if you: (a) enroll a dependent and agree 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, have other eligible dependents who you have not elected to enroll; or (c) in the case of a *newly acquired dependent*, have other *eligible dependents* whose coverage previously ended because you 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 you give us this *proof*, and we approve it in writing.

## Dependent Coverage (Cont.)

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

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### **When Dependent Coverage Starts**

In order for your dependent coverage to begin you 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 your dependent coverage starts depends on when you elect to enroll your *initial dependents* and agree to make any required payments.

If you do this on or before your *eligibility date*, the dependent's coverage is scheduled to start on the later of your *eligibility date* and the date you become insured for employee coverage.

If you do this within the *enrollment period*, the coverage is scheduled to start on the later of the date you sign the enrollment form; and the date you become insured for employee coverage.

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

Once you have dependent coverage for your *initial dependents*, you must notify us when you acquire 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 later of the date you notify us and agree to make any additional payments, and the date the *newly acquired dependent* is first eligible.

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 your application, provided that you send us the *proof* we require and we approve that *proof* in writing. A copy of the approved application is furnished to you.

CGP-3-DEP-90-6.0

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### **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 dependent benefits would otherwise start, we will postpone the effective date of such benefits until the day after his discharge from such facility; until home confinement ends; or until he resumes the normal activities of someone of like age and sex.

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## Dependent Coverage (Cont.)

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**When Dependent Coverage Ends** Dependent coverage ends for all of your dependents when your employee coverage ends. Dependent coverage also ends for all of your dependents when you stop 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 you are required to pay part of the cost of dependent coverage, and you fail to do so, your dependent coverage ends. It ends on the last day of the period for which you 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.

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**GROUP TERM LIFE INSURANCE SCHEDULE**

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**Employee Optional Contributory Term Life Insurance**

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**Optional Life Enrollment Period** You may choose to be insured under one of the plans of optional term life insurance shown below. You may only be insured under one plan at a time. You must notify the employer of your election and pay the required premium.

You may switch to another plan of benefits at any time, subject to any of this plan's proof of insurability requirements. You must notify the employer of any desired switch.

<b>Your Optional Term Life Insurance Amount</b>	<b>Plan A</b>	\$50,000.00
<b>Your Optional Term Life Insurance Amount</b>	<b>Plan B</b>	\$100,000.00
<b>Your Optional Term Life Insurance Amount</b>	<b>Plan C</b>	\$200,000.00
<b>Your Optional Term Life Insurance Amount</b>	<b>Plan D</b>	\$250,000.00
<b>Your Optional Term Life Insurance Amount</b>	<b>Plan E</b>	\$300,000.00
<b>Your Optional Term Life Insurance Amount</b>	<b>Plan F</b>	\$400,000.00
<b>Your Optional Term Life Insurance Amount</b>	<b>Plan G</b>	\$500,000.00
<b>Your Optional Term Life Insurance Amount</b>	<b>Plan H</b>	\$750,000.00
<b>Your Optional Term Life Insurance Amount</b>	<b>Plan I</b>	\$1,000,000.00

**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 50% 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.

## **Employee Optional Contributory Term Life Insurance (Cont.)**

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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.

**Proof of Insurability Requirements** Proof of insurability requirements apply to your optional term life insurance. Such requirements may apply to your full benefit amount or just part of it. When *proof of insurability* requirements apply, it means you must submit to us *proof* that you're insurable, and we must approve your *proof* in writing before your insurance, or the specified part becomes effective.

We require *proof* as follows:

We require *proof* for any amount of optional term life insurance.

## **Dependent Optional Term Life Insurance**

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**Dependent Optional Life Election** You may choose the plan of dependent spouse optional term life insurance, and the plan of dependent child optional term life insurance shown below. You must notify the employer of your elections and pay the required premium.

**Your Optional Dependent Spouse Term Life Insurance Amount** *Plan A*  
An amount equal to 50% of your optional term life insurance amount, to a maximum of \$250,000.00.

<b>Your Optional Dependent Child Insurance Amount</b>	<i>Plan A</i>	<b>Child's Age At Death</b>	<b>Benefit Amount</b>
		At least 14 days but less than 6 months . . . . .	\$ 500.00
		At least 6 months but less than 23 years . . . . .	\$ 4,000.00
		At least 23 years but less than 25 years if a full-time student . . . . .	\$ 4,000.00

In no event may the insurance amount of a dependent spouse exceed 50% of the insurance amount of an employee.

In no event may the insurance amount of a dependent child exceed 10% of the insurance amount of an employee.

**Proof of Insurability Requirements** Proof of insurability requirements apply to your 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 you 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:

We require proof for any amount of dependent optional term life insurance with respect to your dependent spouse.

We require proof for any amount of dependent optional term life insurance with respect to your dependent child(ren).

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**Employee Group Term Life Insurance**

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**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 us written notice, unless he's assigned this insurance. But, the change won't take effect until we tell him we've received the notice.

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.

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

**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 depends on what we offer at the time the request is made.

**Incontestability** After the employee has been insured for this insurance for two years, we can't dispute any medical statements he made in his signed application.

## Portability Privilege

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- 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 Insurance.
- Important Restriction** You may not elect a portable certificate of coverage unless you have 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 your coverage under this plan ends.
- Portability Of Optional Group Term Life Insurance** You may elect to continue all or part of your 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.
- You may port your coverage if coverage under this plan ends because you: (a) have terminated employment; or (b) stop being a member of an eligible class of employees.
- You may not port your coverage or coverage for any of your dependents, if you: (a) have reached your 70th birthday on the day coverage under this plan ends; or (b) are eligible for this plan's Optional Group Term Life Insurance Extended Life Benefit.
- You may not port your coverage or coverage for any of your dependents if coverage under this plan ends due to: (a) failure to pay any required premium; or (b) the end of this group plan.
- You may port: (a) the full amount(s) of your Optional term life insurance as of the day your coverage under this plan ends, or (b) 50% of such amount, if such amount under this plan is at least \$50,000.00.
- You may port: (a) the full amount(s) of your dependent Optional term life insurance as of the day your coverage under this plan ends; or (b) 50% of such amount(s) if: (i) your dependent spouse amount under this plan is at least \$20,000.00; and (ii) your dependent child amount under this plan is at least \$4,000.00. However, if you port the full amount of your insurance, any dependent amount(s) ported must be a full amount. And, if you elect to port 50% of your insurance, any dependent amount(s) ported must be 50% of such amount(s).
- You may port: (a) your insurance only; (b) your insurance and insurance of your covered spouse; (c) your insurance and the insurance of all of your covered dependents; or (d) if you are a single parent, your insurance and the insurance of all of your covered dependent children. No other combinations will be allowed.
- To be eligible to port, a dependent must be insured as of the day your coverage under this plan ends.
- If You Die While Insured** If you die while insured for dependent Optional term life insurance, your spouse may port the insurance of your dependents as described above. But, your 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) your surviving spouse has reached his or her 70th birthday on the day you die.

## Portability Privilege (Cont.)

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**The Portable Certificate Of Coverage** You or your 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) your and/or your dependent's rate class under this plan; and (b) your or your surviving spouse's age bracket as shown in the Optional Life Portability Coverage Premium Notice.

**Conversion Privilege Contained In Portable Certificate** The portable certificate of coverage contains information about how to convert to an individual insurance policy. A person covered under the portable certificate of coverage will be allowed to convert subject to New York Insurance Law.

**How To Port** To get a portable certificate of coverage, you or your surviving spouse must: (a) apply to us in writing; and (b) pay the required premium. You have 31 days from the date your coverage under this plan ends to do this. We won't ask for proof that you are 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.

**Notice Of Portability Right** If you are entitled to obtain a ported policy under this section, the employer must give you written notice of such right. The employer must give you the notice in person, or mail it to your last known address.

This notice should be given within 15 days before or after the date group life coverage ends. If the notice is given more than 15 days but less than 90 days after the date group life coverage ends, you will have 45 days from the date notice is given to apply for the ported policy and pay the required premium. If notice is not given within 90 days following the date group life coverage ends, the time allowed for porting expires at the end of such 90 day period.

CGP-3-R-LP-00-NY

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## Information About Conversion and Portability

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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.

CGP-3-R-LPN-95

B270.0326-R

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

## Converting This Group Term Life Insurance

**If Employment Or Eligibility Ends** Your group life insurance ends if: (a) your employment ends; or (b) you stop being a member of an eligible class of employees. If either happens, you can convert your group life insurance to an individual life insurance policy, customarily offered by us, as explained below.

If you are not totally disabled, as defined below, you can convert to a permanent life insurance policy. You can convert all or part of the amount for which you were covered under this plan.

If you: (a) are totally disabled, as defined below; and (b) have not yet been approved for this plan's Extended Life Benefit, you can convert to: (i) a permanent life insurance policy; or (ii) a term insurance policy. Read the section labeled "Term Insurance". You can convert: (a) the amount for which you were covered under this plan; less (b) any group life benefits you become eligible for in the 45 days after this insurance ends.

Total disability or totally disabled mean that, due to sickness or injury, you are not able to perform any work for wage or profit. We consider you totally and permanently disabled when you have been totally disabled for nine continuous months.

If you are 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** Your 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 your class. If either happens, you may convert to a policy of life insurance customarily offered by us, as explained below. We will not require proof of insurability.

You can convert to: (a) a permanent life insurance policy; or (b) a term insurance policy. Read the section labeled "Term Insurance". But, the amount you can convert is limited to: (i) the amount of your insurance under this plan; less (ii) any group life benefits you become eligible for in the 45 days after this insurance ends.

**If The Group Life Insurance Is Reduced** You may convert if your group life insurance is reduced:

- (a) on account of age, provided: (i) the first reduction occurs on or after the date you reach age 60; and (ii) the reduction or series of reductions equals at least 20% of the amount of insurance inforce before the first age-related reduction;

(b) due to a change in class which results in a reduction; or

(c) due to an amendment of the group plan which results in a reduction.

You may convert: (a) the amount of group life insurance inforce prior to the reduction; less (b) the amount of insurance remaining inforce.

**The Converted Policy** The premium for the converted policy will be based on your age and class of risk 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.

**Term Insurance** As explained above, you may have the option to convert your coverage to an individual term life insurance policy. The individual term policy requires lower premiums than an individual permanent insurance policy.

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## Converting This Group Term Life Insurance (Cont.)

The term insurance policy is available for only one year from the date: (a) the group plan ends; or (b) group life insurance is dropped for all employees or for your class. After one year, the term insurance expires, and you must convert to an individual permanent life insurance policy, or coverage will end. We will not require proof of insurability. Premiums for the individual permanent life insurance policy will be based on your age, as of the date you convert from the interim term insurance policy.

If you are totally and permanently disabled, you may convert to a renewable term insurance policy. The renewable term insurance policy can be converted to a permanent life insurance policy, at any time, without proof of insurability. If you have converted and are later approved for this plan's Extended Life Benefit, the converted insurance policy is cancelled, as of our approval date.

**How And When To Convert** To get a converted policy, you must: (a) apply to us in writing; and (b) pay the required premium. You have 31 days after your group life insurance ends to do this. We won't ask for proof that you are insurable.

**Death During The Conversion Period** If you die in the 31 days allowed for conversion, we'll pay your beneficiary the amount you could have converted. We'll pay whether or not you applied for conversion.

**Notice Of Conversion Right** If you are entitled to obtain a converted policy under this section, the employer must give you written notice of such right. The employer must give you the notice in person, or mail it to your last known address.

This notice should be given within 15 days before or after the date group life coverage ends. If the notice is given more than 15 days but less than 90 days after the date group life coverage ends, you will have 45 days from the date notice is given to apply for the converted policy and pay the required premium. If notice is not given within 90 days following the date group life coverage ends, the time allowed for conversion expires at the end of such 90 day period.

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## Your Extended Life Benefit With Waiver Of Premium

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

**If You Are Disabled** You are disabled if you meet the definition of total disability, as stated below. If you meet the requirements in the "How and When to Apply" provision, we'll extend your optional life insurance under this section without payment of premiums from you or the employer.

Total Disability or Totally Disabled means, due to sickness or injury, you are:

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

## Your Extended Life Benefit With Waiver Of Premium (Cont.)

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- (b) you are receiving regular doctor's care appropriate to the cause of disability; unless you have reached your maximum point of recovery, yet are still disabled under the terms of this plan.

### **How And When To Apply**

To apply for this extension, you must submit acceptable written medical proof of your total disability. You must provide this proof during the period of disability. Failure to provide proof within the required time will not invalidate or reduce any claim if proof is provided: (a) as soon as reasonably possible; and (b) in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

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

- (a) become totally disabled before you reach age 60 and while insured by the group plan; and
- (b) remain totally disabled for nine continuous months.

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

### **Continued Eligibility For Extended Life Benefit**

We require periodic written proof that you remain totally disabled to maintain this extension. This written proof of your: (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 you 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 you examined more than once a year.

### **Until You've Been Approved For This Extended Life Benefit**

Your life insurance under the group plan may end after you've become totally disabled but before we've approved you for this extension. During this time period, you may either:

- (a) continue group premium payments, including any portion which would have been paid by the employer, until you are approved or declined for this extension; 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, you must convert if: (i) this group plan terminates; and (ii) you are totally disabled and eligible, but not yet approved, for this extended benefit. You must remain insured under such policy until approved by us for the extended benefit.

Converting does not stop you from claiming your rights under this section. But if you convert and we later approve you for this extended benefit, we'll cancel the converted policy as of our approval date. Once you are approved for this extended benefit, your group term life coverage will be reinstated. This will be done at no further cost to you or the employer.

### **When This Extension Begins**

Once approved by us, your extended benefit will be effective on the later of:

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## Your Extended Life Benefit With Waiver Of Premium (Cont.)

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- (a) nine continuous months from the date active full-time service ends due to total disability; or
- (b) the date we approve you for this benefit.

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**When This Extension Ends** Your extension will end on the earliest of:

- (a) the date you are no longer disabled;
- (b) the date you refuse to be examined by our doctor;
- (c) the date you do not give us required proof of disability;
- (d) the date you are no longer receiving appropriate doctor's care; or
- (e) The day before the date you reach age 65.

You can convert as if your employment just ended if: (a) this extension ends; and (b) you are not insured by the group plan again as an active full-time employee. Read the section labeled "Converting This Group Term Life Insurance".

**If You Die While Covered By This Extension** If you die while covered by this extension we'll pay your beneficiary the amount for which you were covered under this extension. What we pay is subject to all reductions which would have applied had you stayed an active employee.

**Proof Of Death** We'll pay as soon as we receive

- (a) acceptable written proof of your death; and
- (b) medical proof that you were continuously disabled until your death. This must be sent within one year of the date of death.

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## Dependent Term Life Insurance

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**The Benefits** If one of an Employee's dependents dies while insured for the benefits, we pay the amount shown in the schedule. We pay this in a lump sum when we receive written proof of death. The proof should be sent to us as soon as possible.

We pay the employee, if he's living. If the employee is not living, and the dependent was his child, we pay the employee's spouse. If the 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.

**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.

**Incontestability** We can't dispute any medical statements made in the application after a dependent has been insured for these benefits for two years.

## **Converting This Dependent Term Life Insurance**

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- If The Employee's Group Life Insurance Ends or He Stops Being Eligible** Dependent term life insurance ends for all of an employee's dependents when the employee's group life insurance ends. The employee's insurance ends when: (a) his active full-time employment ends; (b) he stops being a member of a class of employees eligible for employee group life insurance; (c) his group life insurance is extended under the Extended Life Benefit provision; or (d) he 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 insurance.
- If The Employee's Group Life Insurance is Reduced** Sometimes, when the employee's group life insurance is reduced, there may be a related reduction in the dependent's group term life insurance amount. If this happens, each dependent can convert the reduced amount of his dependent term life 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 less any group life benefits he becomes eligible for in the 31 days after his insurance ends.
- If a Dependent Stops Being Eligible** A dependent's term insurance ends when he stops being an eligible dependent. This happens to a child when he reaches the limiting age shown in the schedule or when he marries. And it happens to a spouse when a marriage ends in legal divorce or annulment. If a dependent stops being eligible, that dependent can convert all or part of his 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. But, it can be preceded by single premium term insurance for up to one year.
- 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 has 31 days after his group health insurance ends to do this. We won't ask for proof that he's insurable.
- If the dependent is a minor or not competent, the person who cares for and supports the dependent may apply for him.
- Death During the Conversion Period** If a dependent dies in the 31 days allowed for conversion, we pay the amount he could have converted, as stated above. We do this whether or not he applied for conversion.

## Converting This Dependent Term Life Insurance (Cont.)

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**Notice of Conversion Right** If a dependent is entitled to obtain a converted policy under this section, the employer should give the employee written notice of such right. The employer may give the notice in person, or mail it to the employee's last known address.

This notice should be given within 15 days before or after dependent life insurance ends. If the notice isn't given at the proper time, the dependent will have 45 days from the date the notice is given to apply for the converted policy and pay the required premium. But, whether or not the notice is given, the extra time won't extend more than 90 days past the period otherwise allowed for the dependent to convert.

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## ELIGIBILITY FOR DISABILITY COVERAGE

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### Employee Coverage

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**Eligible Employees** To be eligible for employee coverage, you must be an active *full-time employee*, earning at least \$12,000 annually. And you must belong to a class of *employees* covered by this *plan*.

**Other Conditions** If you must pay all or part of the cost of employee coverage, we won't insure you until you enroll and agree to make the required payments. If you do this: (a) more than 31 days after you first become eligible; or (b) after you previously had coverage which ended because you failed to make a required payment, we also ask for *proof* that you're insurable. And you won't be covered until we approve that *proof* in writing.

If your active *full-time* service ends before you meet any *proof of insurability* requirements that apply to you, you'll still have to meet those requirements if you're later re-employed.

Part or all of your insurance amounts may be subject to *proof* that you're insurable. Other parts of this coverage explain if and when we require *proof*. You won't be covered for any amount that requires such *proof* until you give the *proof* to us and we approve it in writing.

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**When Your Coverage Starts** *Employee* benefits that don't require *proof* that you are insurable are scheduled to start on the effective date shown on the sticker attached to the inside front cover of this booklet.

*Employee* benefits that require such *proof* won't start until you send us the *proof* and we approve it in writing. Once we have approved it, the benefits are scheduled to start on the effective date shown in the endorsement section of your application. A copy of the approved application is furnished to you.

But you must be actively at work on a *full-time* basis on the scheduled effective date or dates. And you must have met all of the applicable conditions explained above, and any applicable waiting period. If you are not actively at work on any date part of your insurance is scheduled to start, we will postpone that part of your coverage until the date you return to active *full-time* work.

Sometimes, the effective date shown on the sticker or in the endorsement is not a regularly scheduled work day. But coverage will still start on that date if you were actively at work on a *full-time* basis on your last regularly scheduled work day.

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## Employee Coverage (Cont.)

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**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 the date the *employee* returns to active *full-time* service.

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**When Your  
Coverage Ends**

Your long term disability coverage ends on the date your active *full-time* service ends for any reason. Such reasons include disability, death, retirement, layoff, leave of absence and the end of employment.

It also ends on the date you stop being a member of a class of employees eligible for insurance under this *plan*, or when this *plan* ends for all *employees*. And it ends when this *plan* is changed so that benefits for the class of *employees* to which you belong ends.

If you are required to pay all or part of the cost of this coverage and you fail to do so, your coverage ends. It ends on the last day of the period for which you made the required payments, unless coverage ends earlier for other reasons.

Read this booklet carefully if your coverage ends. You may have the right to replace certain group benefits with converted policies.

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## INTERMEDIATE ABILITYGUARD DISABILITY HIGHLIGHTS

This page provides a quick guide to some of the plan features about which people most often want to know. But it's not a complete description of your long term disability plan. Read the following pages carefully for a complete explanation of what we pay, limit, and exclude.

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

**Elimination Period** During your initial eligibility period, you may choose one of the following elimination periods. You must notify the employer of your election and pay the required premium.

You may switch to another elimination plan at any time, subject to the plan's Proof of Insurability provision. You must notify the employer of any desired switch.

For disability due to injury or sickness . . . . . 30 days.

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

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

Age when disability starts	Maximum payment period
Under age 60 . . . . .	To age 65
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

**Maximum Monthly Benefit** During your initial eligibility period, you may choose any one of the following Maximum Monthly Benefit plans which does not exceed 50% of your monthly earnings. You must notify the employer of you election and pay the required premium.

You may switch to another Maximum Monthly Benefit plan at any time, subject to this plan's Pre-Existing Conditions provision. You must notify the employer of any desired switch.

Plan A . . . . .	\$500.00
Plan B . . . . .	\$750.00
Plan C . . . . .	\$1,000.00

Plan D .....	\$1,250.00
Plan E .....	\$1,500.00
Plan F .....	\$2,000.00
Plan G .....	\$2,500.00
Plan H .....	\$3,000.00

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## INTERMEDIATE ABILITYGUARD DISABILITY INCOME INSURANCE

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This insurance replaces part of your income if you become disabled due to sickness or injury.

We decide: (a) if you are eligible for this insurance; (b) if you meet the requirements for benefits to be paid; and (c) what benefits are to be paid by this plan. We also interpret how this plan is to be administered. What we pay and the terms for payment are explained below.

All terms in *italics* are defined terms with special meanings. Their definitions are shown at the end of this section. Other terms are defined where they are used.

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### Claim Provisions

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- Your Duties** If you become *disabled* due to *sickness* or *injury* while insured by this *plan*, you must:
- (a) Give notice of claim as soon as possible after the date of your *injury* or the start of your *sickness*. Prompt notice will permit us to start case management. See the "Rehabilitation and Case Management" section of this *plan* for details.
  - (b) Give a complete account of the details of your *sickness* or *injury*. This will include: (i) the cause of your *disability*, if known; (ii) a description of your *sickness* or the accident that caused your *injury*; and (iii) a list of all *doctors*, hospitals, or other facilities where you have been treated for the cause of your *disability*.
  - (c) Allow release of medical and/or income data needed to assess your claim.
  - (d) Give periodic medical updates as required by this *plan*.
  - (e) Take part in any medical, financial or vocational assessment as required by this *plan*.
  - (f) Apply for other income benefits to which you may be entitled.
  - (g) Promptly report to us the receipt or denial of such other income benefits. And, appeal any denials to the extent possible.
  - (h) Promptly report to us changes in your personal status. This includes: (i) change of address or phone number; (ii) changes in how your *disability* affects your daily living; and (iii) changes in your level of social, volunteer or business activities.
  - (i) If we overpay benefits, promptly report and repay any amount overpaid.
  - (j) If you are working while *disabled*, promptly report to us the amount of your income from such work.
  - (k) Give us proof of your earnings for the period prior to your *disability* and while you are *disabled*.

## Claim Provisions (Cont.)

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**Notice** You must send us written notice of your intent to file a claim under this *plan* as described in this certificate's "Accident and Health Claims Provisions." Notice must include:

- (a) your full name; phone number; social security number, and group number;
- (b) the date of your last day worked; the number of hours you worked; and your job title;
- (c) your *employer* contact and phone number;
- (d) a statement of the nature of your *disability*; and whether or not it is work-related;
- (e) your *doctor's* name, address and phone number.

For details, you can call Guardian at 1-800-538-4583.

**Proof Of Loss** When we receive your notice, we will provide you with a claim form for filing proof of loss. This form requires data from you, the *plan sponsor*, and the *doctor(s)* treating you for your *sickness* or *injury*. Proof of loss must be given to us within the time stated in this certificate's "Accident and Health Claims Provisions." If you do not receive a claim form within 15 days of the date you sent your notice, you should send us written proof of loss without waiting for the form.

We require the items listed below as proof of loss:

- (a) During the *elimination period* and the *own occupation period*, proof of the limits on your ability to perform your *own occupation*, starting on the date you first became *disabled*. This proof is required from all *doctors* who have treated you for the cause of your *disability*.  
  
After the *own occupation* period, proof of your *disability* by an independent entity that specializes in the assessment of a person's: (i) ability to perform *activities of daily living*; and (ii) *cognitive impairment*.
- (b) Proof that you have applied for all other sources of income to which you may be entitled, that may affect your payment from this *plan*.
- (c) Proof of receipt of other income that may affect your payment from this *plan*.
- (d) Your signed authorization for release of medical and/or financial data by the sources of such data.

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

## To Qualify For Payments

**How Payments Start** To start getting payments from this *plan*, you must meet all of the conditions listed below:

- (a) You must: (i) become *disabled* while insured by this *plan*; and (ii) remain *disabled* and insured for this *plan's elimination period*.
- (b) You must be: (i) under a *doctor's regular care* for the cause of your *disability*, starting from the date you were first *disabled*; and (ii) receiving medical care appropriate to the cause of your *disability* and any other *sickness* or *injury* which exists during your *disability*.
- (c) You must send us written proof of: (i) your *disability*; (ii) your monthly earnings prior to the start of your *disability*; and (iii) any earnings from work while you are *disabled*.

Proof of earnings may consist of: (1) copies of your U.S. Individual Income Tax Returns; (2) a statement from a certified public accountant; or (3) any other records we agree to accept.

**Waiver Of Premium** Premiums for this insurance are waived while you are entitled to receive a payment from this *plan*.

**To Continue Receiving Payments** To continue to receive payments from this *plan*, you must give us current proof of loss when we request it.

You must give proof that satisfies us as to the items listed below:

- (a) your continued *disability*;
- (b) continued *regular care* by a *doctor* that is appropriate for the cause of your *disability* and any other *sickness* or *injury* which exists during your *disability*;
- (c) earnings from work while you are *disabled*; and
- (d) any other income that you are entitled to receive.

You must permit periodic assessments of your *disability* by an independent entity that specializes in assessments of a person's: (a) ability to perform *activities of daily living*; or (b) *cognitive impairment*.

You must also give us current signed authorizations for release of medical and financial data when we request it.

You must permit such assessments and give us such items within 90 days of the date we make each such request. If you do not, we have the right to suspend or stop your payments under this *plan*.

**Right To Request Medical Financial Or Vocational Assessment** We may ask you to take part in a medical, financial or vocational assessment as often as we feel is reasonably necessary. We will pay for all such assessments. If you do not take part in the assessment, we have the right to stop or suspend your payments under this *plan*.

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**Payment Of Benefits** We pay benefits to you if you are legally competent. If you are not, we pay benefits to the legal representative of your estate.

## To Qualify For Payments (Cont.)

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We pay benefits once each month at the end of the period for which they are payable.

Benefits to which you are entitled may remain unpaid at your death. Such benefits may be paid at our discretion to: (a) your estate; or (b) your spouse, parents, children, or brothers and sisters.

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## When Benefits End

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**When Payments End** Your benefits from this *plan* will end on the earliest of the dates shown below:

- (a) The date you are no longer *disabled*.
- (b) The date you earn, or are able to earn, the maximum earnings allowed while *disabled* under this *plan*.
- (c) The date you are able to perform the major duties of your *own occupation* on a full-time basis with reasonable accommodation that an employer is willing to provide.
- (d) The date you no longer reside in the United States.
- (e) The date you die.
- (f) The end of the *maximum payment period*.
- (g) The date you fail to give us required current proof of loss. This includes taking part in any medical, financial or vocational assessment we may require.
- (h) The date you are no longer under the *regular care* of a *doctor*.
- (i) The date payments end in accord with a *rehabilitation agreement*.

The term "reasonable accommodation" means any modification or adjustment to: (i) a job; (ii) an employment practice; (iii) a work process; or (iv) the work place. 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.

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**When Benefits End (Cont.)**

**Maximum Payment Period** The *maximum payment period* is the longest time that benefits are paid by this *plan* for your *disability*. It is determined by the table shown below.

But, it may be less than that shown due to the nature of your *disability*. See "Special Limitations."

Age when disability starts	Maximum payment period
Under age 60 .....	To age 65
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

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**Special Limitations** We limit the *maximum payment period*, if you are *disabled* due to: (a) a *mental or emotional condition*; or (b) drug or alcohol abuse.

The *maximum payment period* for all periods of *disability* due to *mental or emotional conditions* or drug or alcohol abuse is 24 months. This is a combined maximum for all such conditions and all periods of *disability*.

No benefits will be paid for *disability* due to a *mental or emotional condition* or drug or alcohol abuse if you are 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, you must meet all of the following conditions: (a) you must be *disabled* due to a *mental or emotional condition* or drug or alcohol abuse; (b) you must be an inpatient in a qualified institution because of your *disability*; and (c) you 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 your discharge; (ii) the end of this *plan's maximum payment period*; or (iii) the date your *disability* ends.

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## When Benefits End (Cont.)

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 your *disability*.

**If This Plan Ends** This insurance ends when the group plan ends. It also ends when this insurance is dropped from the group plan for all insureds, or for your class. If you are *disabled* when this insurance ends, we will treat you as if your insurance did not end. But, your benefit will be based on all of the terms of this *plan*.

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## To Determine Your Benefit

**Proof of Insurability** When you change your benefit election to a higher level of coverage, you must give us proof that you are insurable for the new level of coverage. You are not entitled to the new level of coverage unless we approve that proof in writing.

Electing a change from a 90 day elimination period to a 30 day elimination period requires proof of insurability. The change takes effect on the date we approve that proof in writing. However, you must be *actively-at-work* on a full-time basis on that date. If you are not, the change will take effect on the date you return to *active work* on a full-time basis. But, the change will not apply to a *recurring disability*.

CGP-3-LTD2K-4.0

B380.0049-R

**Redetermination** Subject to any proof of insurability requirements of this *plan*, as of the date of each change in your earnings, we use your then current *insured earnings* to set rates and to project benefit amounts and limits under this *plan*. However, you must be *actively-at-work* on a full-time basis on that date. If you are not, we do not do this until the date you return to *active work* on a full-time basis. But, changes in earnings will not apply to a *recurring disability*.

CGP-3-LTD2K-4.2

B380.0056-R

**Income We Integrate With** You may receive, or be entitled to receive, income shown in the list below. We will integrate your *gross monthly benefit* with such income to determine your *monthly benefit* from this *plan*.

- Commissions received, due to be received, or paid after *disability* benefits start. This includes vested and nonvested renewal commissions.
- 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) your *employer*. This includes payments made by a group life insurance plan due to your *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.

## To Determine Your Benefit (Cont.)

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- Disability benefits from any other group plan.
- Disability income from any other plan issued to you: (1) because you are employed by, or associated with: (a) the *plan sponsor*; or (b) your *employer*; or (2) because you are a member of any: (a) union; (b) fraternal benefit society; (c) association; or (d) other like organization.
- Income from a sick leave or salary continuance plan. This applies whether such plan is sponsored on a formal or informal basis. This includes lump sum or recurrent payments of accrued sick leave benefits.
- 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) you are qualified; and (ii) your spouse and children are qualified due to your *disability*;
  - (b) All unreduced retirement benefits for which: (i) you are qualified; and (ii) your spouse and children are qualified due to your qualification; and
  - (c) all reduced retirement benefits paid to: (i) you; and (ii) your spouse and children due to your receipt of such benefits.

We will integrate your *gross monthly benefit* with such benefits to which your spouse and children are entitled due to your receipt of, or qualification for, disability benefits. We do this without regard to: (a) your marital status; (b) where you live; (c) where your spouse lives; (d) where your child lives; or (e) any custody arrangements made on behalf of your child.

- *Retirement plan retirement benefits* funded for your benefit by: (1) the *plan sponsor*; or (2) your *employer*.
- *Retirement plan disability benefits*.
- *Retirement benefits* or *retirement plan disability benefits*, due to your *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.
- Benefits 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.
- Disability benefits from any third party when your *disability* is the result of the negligence or intentional tort liability of that third party.
- Payment from your *employer* as part of a termination agreement.

We integrate your *gross monthly benefit* with income shown above that you are entitled to receive without regard to the reason you are entitled to receive it.

## To Determine Your Benefit (Cont.)

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Our right to reduce your 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, judgement, waiver or otherwise shall not negate our right.

CGP-3-LTD2K-4.3

B380.0058-R

**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 your *monthly benefit*. If no monthly rate is given, we pro-rate the lump sum over the lesser of: (a) 60 months; or (b) the *maximum payment period*.

**Cost Of Living Freeze** You may receive a cost of living increase in other income with which we integrate. In this case, we do not further reduce your *monthly benefit* by the amount of such increase.

**Application For Other Income** You must apply for other income benefits to which you may be entitled. If these benefits are denied, you must appeal until: (a) all possible appeals have been made; or (b) we notify you that no further appeals are required.

If we feel you are entitled to receive such income benefits, we will estimate the amount due to you and your spouse and children. We will take this estimated amount into account when we determine your *monthly benefit*. But, we will not take this estimated amount into account if you sign our reimbursement agreement. In this agreement you promise: (a) to apply for any benefits for which you 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 your *gross monthly benefit* by an estimated amount, we will adjust your *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 you, we pay the full amount of the underpayment in a lump sum.

We will assist you in applying for other income benefits.

CGP-3-LTD2K-4.4

B380.0062-R

**Minimum Payment** The minimum monthly payment for *disability* under this *plan* is \$50.00.

**Partial Month Payment** You may be *disabled* for only part of a month. In this case, we compute your payment as 1/30th of the benefit to which you would be entitled for the full month times the number of days you are *disabled*. Payment will not be made for more than 30 days in any month.

**Overpayment Recovery** If we overpaid you, you must repay us in full. We have the right to reduce your payment or apply any benefits payable, including the minimum payment, toward recovery of the overpayment.

CGP-3-LTD2K-4.5

B380.0064-R

## If You Work While Disabled

**Income Earned During Disability** Subject to the other terms of this *plan*, *income earned during disability* is treated as shown below while this *plan* pays benefits. In all cases, your *insured earnings* are adjusted each year by an indexing factor. See the "Indexing" section of this *plan* for how this is done.

1. For each of the first 12 months after you return to work, add your *gross monthly benefit* and your *income earned during disability*.
  - (a) If the sum is not more than 100% of your *insured earnings*, we do not reduce your *monthly benefit* for that month.
  - (b) If the sum is more than 100% of your *insured earnings*, we reduce your *monthly benefit* for that month by the amount over 100% of your *insured earnings*.
2. For each month after 12 months of work while *disabled*:
  - (a) If your *income earned during disability* is less than 20% of your *insured earnings*, we do not reduce your *monthly benefit* for that month.
  - (b) If your *income earned during disability* is 20% or more of your *insured earnings*, we reduce your *monthly benefit* for that month by 50% of your *income earned during disability*.

CGP-3-LTD2K-5.0

B380.0069-R

**Maximum Income Earned During Disability** This *plan* limits the amount of income you may earn, or may be able to earn, and still be considered *disabled*.

If your *income earned during disability* is more than 80% of your *insured earnings*, payments from this *plan* will end. Payments from this *plan* will also end if you are able to earn more than 80% of your *insured earnings*.

In all cases, your *insured earnings* are adjusted each year by an indexing factor. See the "Indexing" section of this *plan* for how this is done.

CGP3-LTD2K-5.1

B380.0071-R

**Indexing** If you return to work while *disabled*, we adjust your *insured earnings* each year. We do this by means of an indexing factor. This factor increases the amount of income you may earn and still be considered *disabled*. This adjustment does not increase your *gross monthly benefit*, *monthly benefit*, or any other benefit under this *plan*.

We make the first indexing adjustment after you: (a) have returned to work; and (b) have received 12 monthly payments in a row from this *plan*.

To make the first adjustment, we multiply your *insured earnings* by the indexing factor for that year. To make adjustments in each later year, we multiply the amount of your 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 percentage change in the *CPI-W* for the prior calendar year.

CGP-3-LTD2K-5.2

B380.0073-R

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## Recurring Disability

Your benefits from this *plan* will end because you cease to be *disabled*. In this case, a later *disability* may be treated as a *recurring disability*. The terms listed below must be met:

- (a) You return to *active work* right after your benefits end;
- (b) Your *disability* recurs less than six months after you were last entitled to benefits;
- (c) Your later *disability* is due to the same cause of, or a cause related to the cause of, your earlier *disability*;
- (d) This *plan* does not end during your return to *active work*;
- (e) You do not become covered under any other similar group income replacement plan during the time you return to *active work*; and
- (f) During the time you return to *active work*, you stay insured by this *plan* and premium payments are made on your behalf.
- (g) Your benefits do not end because you have used up the *maximum payment period*.

Any changes in benefit or the *plan* which take place during your return to *active work*, will not apply to the *recurring disability*.

If the later *disability* is a *recurring disability*, you will not need to complete a new *elimination period* before becoming entitled to benefits. Your claim for *recurring disability* will be subject to the same terms of the *plan* as your earlier *disability*.

CGP-3-LTD2K-6.0

B380.0075-R

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## Services Available

**Social Security Assistance** We may feel you are qualified for Social Security disability benefits. If so, we may offer to help you apply for them. If such benefits are under review by Social Security, we may also offer to help you keep them.

We may offer to help:

- (a) Fill out your application for such benefits, and any related forms;
- (b) Find suitable legal counsel; and
- (c) Give medical and vocational data needed to file your claim.

You must apply for all income benefits for which you may be eligible, whether or not you use our help. Using our help does not cancel your duties shown in the "Application for Other Income" section of this *plan*.

**Rehabilitation And Case Management**

Case management starts when we are notified of your *disability*.

We will review your *disability* to see if certain services are likely to help you return to *gainful work*. If needed, we may ask for more medical or vocational information.

When our review is complete, we may offer you a *rehabilitation program*.

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## Services Available (Cont.)

The *rehabilitation program* will start when a written *rehabilitation agreement* is signed by: (1) you; (2) us; and (3) your *employer*, if needed. The program may include, but is not limited to:

- (a) vocational assessment of your work potential;
- (b) coordination and transition planning with an employer for your return to work;
- (c) consulting with your *doctor* on your return to work and need for accommodations;
- (d) training in job seeking skills and resume preparation;
- (e) retraining;
- (f) child care expense aid; and
- (g) aid in worksite alteration made to comply with the Americans with Disabilities Act. This includes a one-time payment of up to \$500.00.

We have the right to determine which services are appropriate.

If you accept 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 your benefits from this *plan* end,
- (b) The date you violate the terms of the *rehabilitation agreement*;
- (c) The date you end the *rehabilitation program*; and
- (d) The date the *rehabilitation agreement* ends.

If you end a *rehabilitation program* without our consent, you must repay any enhanced benefits paid.

CGP-3-LTD2K-8.0

B380.0088-R

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## Pre-Existing Conditions

**Pre-Existing Conditions** A pre-existing condition is a *sickness* or *injury*, including all related conditions and complications, for which, in the look back period, you:

- (a) receive advice or treatment from a *doctor*;
- (b) take prescribed drugs; or
- (c) receive other medical care or treatment, including consultation with a *doctor*.

You may have been prescribed drugs by a *doctor* for a condition to be taken during the look back period. In that case, such condition or a related condition will be considered pre-existing.

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## Pre-Existing Conditions (Cont.)

The "look back period" is the three months before the latest of: (a) the effective date of your 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 your benefit election that increases the benefit payable by this *plan*.

A pregnancy that exists on the date your insurance under this *plan* starts is also a pre-existing condition.

No benefits are payable for *disability* due to a pre-existing condition, unless the *disability* starts after you complete at least one full day of *active work* after the date you are insured under this *plan* for 12 months in a row.

You may become *disabled* due to a pre-existing condition after: (a) a change which provides for an increase in the benefits payable by this *plan*; or (b) a change in your benefit election which increases the benefit payable by this *plan*. In this case, your benefit will be limited to the amount that would have been payable had the change not taken place. This limit does not apply if your *disability* starts after you complete at least one full day of *active work* after the change has been in force for 12 months in a row.

We do not cover any *disability* that starts before your insurance under this *plan*.

CGP-3-LTD2K-9.0

B380.0090-R

### 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 you. This *plan* must start right after the old plan ends.

We credit any time used to meet the old plan's pre-existing condition provision toward meeting this *plan's* pre-existing condition provision. If the old plan did not have a pre-existing condition provision, we credit any time you were covered under the old plan toward meeting this *plan's* pre-existing condition provision. We do this if: (a) you were covered under the old plan when it ended; and (b) you are *actively-at-work* and enroll for insurance on the effective date of this *plan*.

But, we limit the *maximum monthly benefit* under this *plan* if: (a) it is more than the old plan's maximum; (b) you become *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 an amount equal to the old plan's maximum.

We deduct all payments made by the old plan under an extension provision.

CGP-3-LTD2K-9.1

B380.0092-R

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## Not Covered

**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) your taking part in a riot or civil disorder;
- (d) your commission of, or attempt to commit a crime; or
- (e) intentional self-inflicted injuries.

We do not pay any benefits for any period of *disability*:

- (1) during which you are confined to a facility as a result of your conviction of a crime;
- (2) during which you are not receiving regular care by a *doctor*;
- (3) during which you are not receiving medical care appropriate to the cause of your *disability* and any other *sickness* or *injury* which exists during your *disability*;
- (4) which starts before you are insured by this *plan*; or
- (5) during which your loss of earnings is not solely due to your *disability*.

CGP-3-LTD2K-10.0

B380.0093-R

### **Converting This Group Intermediate AbilityGuard Disability Income Insurance**

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**If Employment Ends** When your coverage under this group Intermediate AbilityGuard Disability income insurance *plan* ends, you may apply for converted disability income coverage.

You may apply for this converted coverage if you: (a) are not *disabled* as defined by this *plan*; and (b) have been covered under this *plan* for at least 12 months in a row. To meet this 12 months requirement, we will include any time you were covered under a similar group disability income replacement plan which this *plan* replaced.

But, you will not be eligible for the converted coverage if your coverage under this *plan* ends because: (a) you: (i) fail to make a required contribution; (ii) change to a class not eligible under this *plan*; or (iii) retire; (b) this *plan* ends; or (c) this *plan* is amended to end coverage for all persons in a class.

**How And When To Convert** You must apply to us in writing and pay any required premium for the converted coverage. You must do this within 31 days of the date your coverage under this *plan* ends.

We won't ask for proof of good health. But, issuance of the converted coverage may be subject to other underwriting criteria. You must give us details about all other disability income insurance that: (a) you have; or (b) for which you have applied; or (c) for which you may become eligible under another plan within 31 days after your coverage under this *plan* ends.

Guardian will not issue the converted coverage if such coverage would result in your being overinsured by our standards.

## Converting This Group Intermediate AbilityGuard Disability Income Insurance (Cont.)

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**The Converted Coverage** Your converted coverage, if issued, will be effective on the date your coverage under this *plan* ends. The benefits, terms and conditions of the converted coverage will be those in use in the state where you then live. These may be different from the benefits, terms and conditions of this *plan*.

The premium for the converted coverage will be that in effect for your age and class of risk on the date the converted coverage is issued.

CGP-3-LTD2K-11.0

B380.0096-R

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### Definitions

**Active Work, Actively-At-Work Or Actively Working** You are able to perform and are performing all of the regular duties of your work for your *employer*, on a full-time basis at: (a) one of your *employer's* usual places of business; (b) some place where your *employer's* business requires you to travel; or (c) any other place you and your *employer* have agreed on for your work.

CGP-3-LTD2K-12.0

B380.0098-R

- Activities Of Daily Living**
- (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 the 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.

**Cognitive Impairment Or Cognitively Impaired** A decline or loss in intellectual aptitude. Such loss may result from: (a) *injury*; (b) *sickness*; (c) Alzheimer's disease, or (d) like 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.

CGP-3-LTD2K-12.1

B380.0099-R

## Definitions (Cont.)

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**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. The change in cost is expressed as a percentage of the cost of those goods and services in a base period. When we compute the change in *CPI-W*, we use the value of the *CPI-W* published in December of that year and the value published in December of the prior year. If the Department of Labor stops publishing the *CPI-W*, we have the right to use some other similar standard.

CGP-3-LTD2K-12.2

B380.0100-R

**Disability Or Disabled** These terms mean you have physical, mental or emotional limits caused by a current *sickness* or *injury*. And, these limits cause you to meet the conditions shown below:

- (1) During the *elimination period* and the *own occupation* period, you are not able to perform, on a full-time basis, the major duties of your *own occupation*.
- (2) After the end of the *own occupation* period, you are: (a) not able to perform two or more *activities of daily living*, on a routine basis, without help; or (b) *cognitively impaired* and need verbal cueing to protect yourself or others.

You are not *disabled* if you earn, or are able to earn, more than this *plan's* maximum allowed *income earned during disability*.

You may be required, on average, to work more than 40 hours per week. In this case, you are not *disabled* if you are able to work for 40 hours per week.

Loss of a professional or occupational license will not, in itself, constitute *disability*.

CGP-3-LTD2K-12.5

B380.0106-R

**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. We do not recognize you, or your spouse, child, parent, sibling, or business associate, as a *doctor* with respect to your claim for this *plan's* benefits.

**Elimination Period** The period of time you must be *disabled*, due to a covered *disability*, before this *plan's* benefits are payable.

Any days during which you return to *active work* will not count toward the *elimination period*. The *elimination period* will be extended by one day for each day of *active work*. If you become eligible under any other similar group income replacement plan while you are at *active work*, you will not be entitled to benefits from this *plan*.

**Employer** The business entity that employs you and is: (a) the *plan sponsor*; or (b) associated with the *plan sponsor*.

CGP-3-LTD2K-12.10

B380.0112-R

## Definitions (Cont.)

**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.

**Income Earned During Disability** The monthly income you earn from working while *disabled*. It includes any income you earn while *disabled* but which is returned to your *employer*, partnership, or any other similar business arrangement to cover any business or overhead expenses.

**Injury** A bodily *injury* due to an accident that occurs, independent of all other causes, while you are 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*.

CGP-3-LTD2K-12.11

B380.0113-R

**Insured Earnings** Only your earnings from the *employer* will be included as *insured earnings*.

The full amount of your *insured earnings* is used to calculate benefit amounts and limits under this *plan*. We base all calculations on the amount of your *insured earnings* as reported by the *plan sponsor* on the most current reporting date prior to the start of your *disability*. See the "Redetermination" of this *plan*.

*Insured earnings* means the covered person's average rate of monthly earnings as figured from the W-2 or 1099 forms received from the employer for the previous two calendar years. We include as earnings: (a) taxable earned income, including: (i) bonuses; (ii) commissions; and (iii) overtime pay; (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account; and (c) contributions to a case or deferred compensation plan, or a salary reduction plan, qualified under IRC Section 401(k), 403(b), or 457, as reported on the covered person's W-2 form. We do not include as earnings: (1) expense accounts and other extra compensation; (2) stock options exercised; (3) employer contributions to a cash or deferred compensation plan or salary reduction plan; or (4) business expenses, as reported on Schedule C - Part II of his or her Federal Income Tax Return, Form 1040, for the previous two calendar years. If the covered person has not worked for the employer for the entire previous two calendar years, his or her insured earnings are based on his or her average rate of monthly earnings during the full time he or she was employed.

CGP-3-LTD2K-12.12

B380.0126-R

**Maximum Payment Period** The longest time that benefits are paid by this *plan*.

## Definitions (Cont.)

<b>Mental Or Emotional Conditions</b>	Include, but are not limited to: (a) neurosis; (b) psychoneurosis; (c) psychosis; (d) psychopathy; and (e) any other mental or emotional disorder, including those caused by chemical imbalance.
<b>Monthly Benefit</b>	This <i>plan's gross monthly benefit</i> reduced by other income. If you are working while <i>disabled</i> , your <i>monthly benefit</i> will be further reduced based on the amount of your <i>income earned during disability</i> . See the "If You Work While Disabled" provision of this <i>plan</i> for how this is done.  CGP-3-LTD2K-12.13 <span style="float: right;">B380.0129-R</span>
<b>No-Fault Motor Vehicle Coverage</b>	A motor vehicle plan that pays disability or medical benefits no matter who was at fault in an accident.
<b>Own Occupation</b>	Your occupation as done in the general labor market in the national economy. To determine the duties and requirements of your <i>own occupation</i> , we use: (a) the job description provided by the <i>plan sponsor</i> ; and (b) the duties and requirements of that occupation as shown in the most recent version of the Dictionary of Occupational Titles. That document is published by the Department of Labor. If the Department stops publishing that document, we have the right to use some other similar standard.
<b>Plan Sponsor</b>	The employer, association, union, trustee, or other group to which this <i>plan</i> is issued.
<b>Recurring Disability</b>	A later <i>disability</i> that: (a) is related to an earlier <i>disability</i> for which this <i>plan</i> paid benefits; and (b) meets the conditions described in "Recurring Disability."
<b>Regular Care</b>	You are being treated by, or in consultation with, a <i>doctor</i> at a frequency that is consistent with your condition. The requirement for <i>regular care</i> does not apply if you have reached your maximum point of recovery yet are still <i>disabled</i> under the terms of this <i>plan</i> .  CGP-3-LTD2K-12.14 <span style="float: right;">B380.0133-R</span>
<b>Rehabilitation Agreement</b>	A formal agreement between; (a) you; (b) us; and (c) your <i>employer</i> , if needed. It outlines the <i>rehabilitation program</i> in which you agree to take part.
<b>Rehabilitation Program</b>	A program of work or job-related training for you that we approve in writing. Its aim is to restore your wage earning abilities.
<b>Retirement Plan</b>	A defined benefit or defined contribution plan funded wholly or in part by the <i>employer's</i> deposits for your 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; or (f) stock ownership plans.  <i>Retirement Plan "retirement benefits"</i> are lump sum or periodic payments at normal or early retirement. Some <i>retirement plans</i> 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 <i>retirement benefits</i> . When such payments do not reduce the normal retirement amount, they are " <b>disability benefits</b> ."

## Definitions (Cont.)

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**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.

**You** The person insured by this *plan*.

CGP-3-LTD2K-12.15

B380.0135-R

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## CERTIFICATE AMENDMENT

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This plan is amended so that if a covered person is injured because of a third party's wrongful act or negligence:

- we will pay medical, dental or loss of earnings benefits for the injury, to the extent otherwise covered by this plan, if the covered person: (a) agrees in writing to The Guardian being subrogated to any recovery or right of recovery the covered person has against that third party; (b) does not take any action which would prejudice our subrogation rights; and (c) cooperates in doing what is reasonably necessary to assist us in any recovery;
- we will be subrogated only to the extent of benefits paid by this plan because of that injury; and
- we will be subrogated only when the amounts (or portion) received by the covered person through a third party settlement or satisfied judgment is specifically identified as amounts paid as benefits under this plan.

As used in this rider:

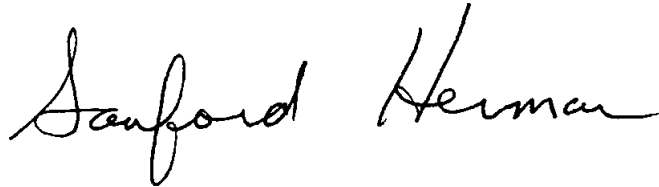
"Subrogation" means our right to recover any benefit payments made under this plan:

- because of an injury to a covered person caused by a third party's wrongful act or negligence; and
- which the covered person later recovers from the third party or the third party's insurer.

"Third Party" means any person or organization other than The Guardian, the employer or the covered person.

Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this certificate.

**The Guardian** Life Insurance Company of America



Vice President, Group Pricing & Standards

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## REQUIRED DISCLOSURE STATEMENT

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**For Group Plan No.:** G -00361887-

The schedule of insurance on page CGP-3-SI of the certificate booklet is a short summary of the health insurance benefits this plan provides. These benefits, including any exclusions and limitations, are fully explained in other parts of the certificate booklet. READ THE CERTIFICATE BOOKLET WITH CARE.

As evidenced by your certificate booklet, this plan provides the following health insurance benefits:

Long Term Disability Income Insurance (defined as Disability Income Insurance by the New York State Insurance Department)

This plan does not provide Basic Hospital Insurance, Basic Medical Insurance, Medicare Supplement Insurance, or Major Medical Insurance, as defined by the New York State Insurance Department.

**Notice** The above statements are not part of the group policy. The group policy alone determines the rights and duties of: (a) the employer to whom this plan is issued; (b) the policyholder (if other than such employer); (c) the Guardian; and (d) any person covered by this plan.

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## GLOSSARY

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	This Glossary defines the italicized terms appearing in your booklet.	
	CGP-3-GLOSS-90	B900.0118-R
<b>Eligibility Date</b>	for dependent coverage is the earliest date on which: (a) you have initial dependents; and (b) are eligible for dependent coverage.	
	CGP-3-GLOSS-90	B900.0003-R
<b>Eligible Dependent</b>	is defined in the provision entitled "Dependent Coverage."	
	CGP-3-GLOSS-90	B750.0015-R
<b>Employee</b>	means a person who works for the <i>employer</i> at the <i>employer's</i> place of business, and whose income is reported for tax purposes using a W-2 form.	
	CGP-3-GLOSS-90	B750.0006-R
<b>Employer</b>	means WORKING TODAY .	
	CGP-3-GLOSS-90	B900.0051-R
<b>Enrollment Period</b>	with respect to dependent coverage, means the 31 day period which starts on the date that you first become eligible for dependent coverage.	
	CGP-3-GLOSS-90	B900.0004-R
<b>Full-time</b>	means the <i>employee</i> regularly works at least the number of hours in the normal work week set by the <i>employer</i> (but not less than hours per week), at his <i>employer's</i> place of business.	
	CGP-3-GLOSS.1	B750.0230-R
<b>Initial Dependents</b>	means those <i>eligible dependents</i> you have at the time you first become eligible for <i>employee</i> coverage. If at this time you do not have any <i>eligible dependents</i> , but you later acquire them, the first <i>eligible dependents</i> you acquire are your <i>initial dependents</i> .	
	CGP-3-GLOSS-90	B900.0006-R
<b>Newly Acquired Dependent</b>	means an <i>eligible dependent</i> you acquire after you already have coverage in force for <i>initial dependents</i> .	
	CGP-3-GLOSS-90	B900.0008-R
<b>Plan</b>	means the <i>Guardian</i> group <i>plan</i> purchased by your <i>employer</i> , except in the provision entitled "Coordination of Benefits" where "plan" has a special meaning. See that provision for details.	
	CGP-3-GLOSS-90	B900.0039-R
<b>Proof or Proof of Insurability</b>	means an application for insurance showing that a person is insurable.	
	CGP-3-GLOSS-90	B900.0010-R

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## STATEMENT OF ERISA RIGHTS

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As a participant you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- (a) examine, without charge, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U. S. Department of Labor, such as detailed annual reports and plan descriptions. The documents may be examined at the Plan Administrator's office and at other specified locations such as worksites and union halls.
- (b) obtain copies of all plan documents and other plan information upon written request to the Plan Administrator, who may make a reasonable charge for the copies; and
- (c) receive a summary of the plan's annual financial report from the Plan Administrator (if such a report is required).

In addition to creating rights for plan participants, ERISA imposes duties upon the people, called "fiduciaries", who are responsible for the operation of the employee benefit plan. They have a duty to operate the plan prudently and in the interest of plan participants and beneficiaries. Your employer may not fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have your claim reviewed and reconsidered.

Under ERISA, there are steps you can take to enforce the above rights. For instance, you may file suit in a federal court if you request materials from the plan and do not receive them within 30 days. The court may require the plan administrator to provide the materials and pay you up to \$110.00 a day until you receive them (unless the materials were not sent because of reasons beyond the administrator's control). If your claim for benefits is denied in whole or in part, or ignored, you may file suit in a state or federal court. If plan fiduciaries misuse the plan's money, or discriminate against you for asserting your rights, you may seek assistance from the U.S. Department of Labor, or file suit in a federal court. If you are successful, the court may order the person you have sued to pay court costs and legal fees. If you lose, the court may order you to pay; for example, if it finds your claim is frivolous. If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210.

B800.0050-R

## Claims Procedure

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Claim forms and instructions for filing claims may be obtained from the Plan Administrator. Completed claim forms and any other required material should be returned to the Plan Administrator for submission to The Guardian.

The 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 your certificate, The Guardian will also observe the procedures listed below. All notification from The Guardian will be in writing.

- (a) If a claim is wholly or partially denied, the claimant will be notified of the decision within 90 days after The 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, The Guardian will provide to the Plan Administrator, for delivery to the claimant, 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) The 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 above procedures are required under the provisions of ERISA.

B800.0032-R

## **Termination of This Group Plan**

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Your *employer* may terminate this group *plan* at any time by giving us 31 days advance written notice. This *plan* will also end if your *employer* fails to pay a premium due by the end of this grace period.

We may have the option to terminate this *plan* if the number of people insured falls below a certain level.

When this *plan* ends, you may be eligible to continue or convert your insurance coverage. Your rights upon termination of the *plan* are explained in this booklet.

B800.0007-R





**GUARDIAN<sup>™</sup>**

**The Guardian Life Insurance  
Company of America**

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