GUARDIAN

YOUR GROUP INSURANCE PLAN BENEFITS

CARNEGIE INSTITUTION OF WASHINGTON
CLASS 0001
AD&D, LTD, LIFE
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.
This Booklet Includes All Benefits For Which You Are Eligible.

You are covered for any benefits provided to you by the policyholder at no cost.

But if you are required to pay all or part of the cost of insurance you will only be covered for those benefits you elected in a manner and mode acceptable to Guardian such as an enrollment form and for which premium has been received by Guardian.

"Please Read This Document Carefully".
CERTIFICATE OF COVERAGE

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.

The Guardian Life Insurance Company of America

Vice President, Risk Mgt. & Chief Actuary

CGP-3-R-STK-90-3  B110.0023
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GENERAL PROVISIONS

As used in this booklet:

"Accident and health" means any dental, dismemberment, hospital, long term disability, major medical, prescription drug, surgical, vision care or weekly loss-of-time insurance provided by this plan.

"Covered person" means an employee insured by this plan.

"Employer" means the employer who purchased this plan.


"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

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

Incontestability

This plan is incontestable after two years from its date of issue, except for non-payment of premiums.

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

If this plan replaces a plan your employer had with another insurer, we may rescind the employer’s plan based on misrepresentations made by the employer or an employee in a signed application for up to two years from the effective date of this plan.

CGP-3-R-incy-90
All Options

**Examination and Autopsy**

We have the right to have a *doctor* of our choice examine the person for whom a claim is being made under this *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 B160.0006

All Options

**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.

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.
All Options

ELIGIBILITY FOR LIFE AND DISMEMBERMENT COVERAGES

All Options

Employee Coverage

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

You must:

(a) be legally working in the United States.

(b) be regularly working at least the number of hours in the normal work week set by your employer (but not less than 20 hours per week), at:

(i) your employer’s place of business;

(ii) some place where your employer’s business requires you to travel; or

(iii) any other place you and your employer have agreed upon for performance of occupational duties.

Note: If you are working outside the United States on a temporary assignment and you meet all other conditions of eligibility, you will be covered by this plan, provided that: you are on an assignment, not exceeding one year, in a country or region that is not under a travel warning issued by the US Department of State. Coverage may be available when you are: (1) on a longer temporary assignment; or (2) assigned in a region that is under a travel warning; however, coverage must be approved in writing.

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.
All Options

**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 fully capable of performing the major duties of your regular occupation for your *employer* on a full-time basis at 12:01AM Standard Time for your place of residence 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 fully capable of performing the major duties of your occupation on any date part of your insurance is scheduled to start, we will postpone that part of your coverage until the date you are so capable and are working your regular number of hours.

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

CGP-3-EC-90-2.0

**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.
It ends on the date you are no longer working in the United States unless you are on a temporary assignment: (1) not exceeding one year in a country or region that is not under a travel warning issued by the US Department of State; or (2) for which we have agreed, in writing, to provide coverage.

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.

All Options

Your Right To Continue Group Life Insurance During A Family Leave Of Absence

Important Notice
This section may not apply. You must contact your employer to find out if your employer must allow for a leave of absence under federal law. In that case the section applies.

Continuation of Coverage
Life and Accidental Death and Dismemberment insurance may be continued at your employer's option. You must contact your employer to find out if you may continue this insurance.

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

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

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

The end of the period for which the premium has been paid.

**Definitions**

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

- **Active Duty:** This term means duty under a call or order to active duty in the Armed Forces of the United States.

- **Contingency Operation:** This term means a military operation that: (a) is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or (b) results in the call or order to, or retention on, active duty of members of the uniformed services under any provision of law during a war or during a national emergency declared by the President or Congress.

- **Covered Servicemember:** This term means a member of the Armed Forces, including a member of the National Guard or Reserves, who for a serious injury or illness: (a), is undergoing medical treatment, recuperation, or therapy; (b) is otherwise in outpatient status; or (c) is otherwise on the temporary disability retired list.

- **Next Of Kin:** This term means the nearest blood relative of the employee.

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

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

All Options

Employee Basic Term Life Insurance

Your Basic Term Life Insurance Amount
An amount equal to 200% of your annual earnings, rounded to the next higher $1,000.00, if not already a multiple thereof, to a maximum of $200,000.00, but not less than $10,000.00.

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

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

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

Annual earnings is calculated using the earnings components described above applicable as of the most current redetermination date on which your employer has provided earnings data to us. Proof of earnings will be required. Proof 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.
All Options

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

If an employee is less than age 70 when his or her insurance under this plan starts, his or her insurance amount is reduced, on the date he or she reaches age 70, by 33% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

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

CGP-3-R-SCH-90 B265.0482

All Options

**Limitations For Future Entrants**

However, regardless of any of the above reductions, we limit the amount of insurance for which you are eligible if your insurance under this plan starts both: (a) after this plan’s effective date; and (b) after you reach age 70.

If you provide us with proof of insurability, and we approve it in writing, the amount of your insurance will be 50% of the amount which otherwise applies to your classification and/or option. But in no event will this reduced amount be less than $1,000.00.

If we do not approve the proof, your insurance amount will be $1,000.00.

CGP-3-R-SCH-90 B265.0569

All Options

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

An amount equal to 200% of your annual earnings, rounded to the next higher $1,000.00, if not already a multiple thereof, to a maximum of $200,000.00, but not less than $10,000.00.

CGP-3-R-SCH-90 B265.0635

All Options

**Spousal Education and Retraining Benefit**

**Lifetime Maximum Benefit**

$20,000

**Maximum Number Of Benefit Payments**

- Full-Time Post Secondary Education ......................... 8
- Part-Time Post Secondary Education ....................... 4

CGP-3-R-SCH-90 B265.0847
Employee Basic Accidental Death
and Dismemberment Insurance (AD&D) (Cont.)

All Options

Dependent Child Education Benefit

Lifetime Maximum Benefit  $20,000.00 per eligible dependent

Maximum Number Of Benefit Payments  8 per lifetime per eligible dependent

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

CGP-3-R-SCH-90  B265.0848

All Options

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

CGP-3-R-SCH-90  B265.0039

All Options

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

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

Annual earnings is calculated using the earnings components described above applicable as of the most current redetermination date on which your employer has provided earnings data to us. Proof of earnings will be required. Proof 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.

CGP-3-R-SCH-90  B265.1217
All Options

Reduction of Basic AD&D Amount Based on Age

If an employee is less than age 70 when his or her insurance under this plan starts, his or her insurance amount is reduced, on the date he or she reaches age 70, by 33% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

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

CGP-3-R-SCH-90 B265.0493

All Options

Limitations For Future Entrants

However, regardless of any of the above reductions, we limit the amount of insurance for which you are eligible if your insurance under this plan starts both: (a) after this plan’s effective date; and (b) after you reach age 70.

If you provide us with proof of insurability, and we approve it in writing, the amount of your insurance will be 50% of the amount which otherwise applies to your classification and/or option. But in no event will this reduced amount be less than $1,000.00.

If we do not approve the proof, your insurance amount will be $1,000.00.

CGP-3-R-SCH-90 B265.0571
All Options

LIFE INSURANCE

All Options

Your Group Term Life Insurance

Basic Life Benefit  If you die while insured for this benefit, we’ll pay your 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.

Your Beneficiary  You decide who gets this insurance if you die. You should have named your beneficiary on your enrollment form. You can change your beneficiary at any time by giving your employer written notice, unless you’ve assigned this insurance. But the change won’t take effect until your employer gives you written confirmation of the change.

If you named more than one person, but didn’t tell us what their shares should be, they’ll share equally. If someone you named dies before you do, his share will be divided equally by the beneficiaries still alive, unless you’ve told us otherwise.

If there is no beneficiary when you die, we’ll pay the insurance to one of the following: (a) your estate; (b) your spouse; (c) your parents; (d) your children; or (e) your brothers and sisters.

Assigning Your Life Insurance  If you assign this insurance, you permanently transfer all your rights under this insurance to the assignee. Only one of the following can be an assignee: (a) your spouse; (b) one of your parents or grandparents; (c) one of your children or grandchildren; (d) one of your 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 you speak to your lawyer before you make any assignment. If you decide you want to assign this insurance, ask your employer for details or write to us.

Payment to a Minor or Incompetent  If your 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 your beneficiary.

Payment of Funeral or Last Illness Expenses  We have the option of paying up to $250.00 of this insurance to any person who incurs expenses for your funeral or last illness.

Settlement Option  If you or your beneficiary ask us, we’ll pay all or part of this insurance in installments. Any request must be made to us in writing. The amounts of the installments and how they would be paid depend on what we offer at the time the request is made.
All Options

Portability Privilege

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

Important Restriction
You must provide proof of insurability satisfactory to us.

Portability Of Basic Group Term Life Insurance
You may elect to continue all or part of your employee Basic 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, if you: (a) have reached your 70th birthday on the day coverage under this plan ends; or (b) are eligible for this plan’s Basic Group Term Life Insurance Extended Life Benefit.

You may not port your coverage 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 Basic 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.

The Portable Certificate Of Coverage
You 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 rate class under this plan; and (b) your age bracket as shown in the Basic Life Portability Coverage Premium Notice.

How To Port
To get a portable certificate of coverage, you 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 require proof of insurability satisfactory to us.

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

CGP-3-R-LP-00

B270.0389
Information About Conversion and Portability

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

CGP-3-R-LPN-95

THE FOLLOWING PROVISION APPLIES TO YOUR BASIC TERM LIFE INSURANCE:

B275.0076

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. Conversion choices are based on your disability status.

If you are not disabled, as defined in the section labeled “Extended Life Benefit With Waiver of Premium”, you can convert to a permanent life insurance policy. You can convert the amount for which you were covered under this plan, less any group life benefits you become eligible for in the 31 days after this insurance ends.

If you: (a) are disabled, as defined in the section labeled “Extended Life Benefit With Waiver of Premium”; and (b) have not yet been approved for the Extended Life Benefit, you can convert to: (a) a permanent life insurance policy; or (b) an interim term insurance policy, as explained in the section labeled "Interim Term Insurance". You can convert the full amount for which you were covered under this plan.

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 be eligible to convert as explained below. Conversion choices are based on your disability status.
If you: (a) are not disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium", when this coverage ends; and (b) you have been insured by a Guardian group life plan for at least five years, you can convert to a permanent life insurance policy. But, the amount you can convert is limited to the lesser of: (a) $2,000.00; or (b) the amount of your insurance under this plan, less any group life benefits you become eligible for in the 31 days after this insurance ends.

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

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

The Converted Policy

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

Interim Term Insurance

If you: (a) are disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium"; and (b) have not yet been approved for the Extended Life Benefit, you 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.

This Interim term policy is available for only one year from the date you become disabled. During this year, if you are approved for the Extended Life Benefit, the interim term insurance is cancelled, as of our approval date. If, after one year, you have not been approved for the Extended Life Benefit, you must convert to an individual permanent life insurance policy, or coverage will end. Premiums for the individual permanent life insurance policy will be based on your age as of the date you convert from the interim term insurance policy.

How and When to Convert

To get a converted policy, you must apply to us in writing and 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, full compliance with this provision for Notice of Conversion Right will be satisfied by written notice: (a) given to you by the employer; (b) mailed to you by the employer at your last known address; or (c) mailed to you by us at your last known address that is supplied to us by the employer.

This notice should be given at least 15 days before the end of the 31 day period allowed for conversion as described in “How and When to Convert.” If the notice is not given at least 15 days before the end of such period, you will have an additional period of 15 days from the date notice is given to apply for the converted policy and pay the required premium. But, in no event shall the additional period extend more than 60 days beyond the 31 day period allowed for conversion as described above.

All Options

Your Accelerated Life Benefit

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

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

Accelerated Life Benefit

If you have a medical condition that is expected to result in your death within 6 months, you may apply for an Accelerated Life Benefit. An Accelerated Life Benefit is a payment of part of your group term life insurance made to you before you die.

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

By "group term life insurance" we mean any Employee Basic Group Term Life Insurance for which you are insured under this plan. "Group term life insurance" does not mean Accidental Death and Dismemberment Benefits, any insurance provided under this plan for covered persons other than you or any scheduled increase in the amount of any Employee Group Term Life Insurance that is due within the 6 month period after the date you apply for the Accelerated Life Benefit.

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

For the purposes of this provision, "terminal condition" means a medical condition that is expected to result in your death within 6 months.
You may use the Accelerated Life Benefit in any way you choose. But you may receive only one Accelerated Life Benefit during your lifetime. If you live longer than 6 months, or if you recover from the condition, the benefit does not have to be repaid. But the amount of this benefit is not restored to your remaining group term life insurance. And you may not receive another Accelerated Life Benefit if you have a relapse or develop another terminal condition.

**Maximum Benefit Amount**

The amount of the Accelerated Life Benefit for which you may apply is based on the amount of group term life insurance for which you are insured on the day before you apply for the benefit. The minimum benefit amount is the lesser of: (a) $10,000.00; or (b) 50% of the inforce amount. The maximum benefit amount is the lesser of: (a) $250,000.00; or (b) 50% of the inforce amount.

**Discount**

The amount for which you apply is discounted to the present value in 6 months from the date the benefit is paid, based on the maximum adjustable policy loan interest rate permitted in the state in which your employer is located.

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

**Processing Fee**

A fee of up to $150.00 may also be required for the administrative cost of evaluating and processing your Accelerated Life Benefit. This fee is deducted from the amount of the Accelerated Life Benefit paid to you.

**Payment of An Accelerated Life Benefit**

If we approve your application for an Accelerated Life Benefit, we pay the amount you have elected, less the discount and the processing fee. We pay the benefit to you in one lump sum. And what we pay is subject to all of the other terms of this plan.

**How And When To Apply**

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

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

If we approve you to receive an Accelerated Life Benefit, we give you a statement which shows: (a) the amount of the maximum Accelerated Life Benefit for which you are eligible; and (b) the amount by which your group term life insurance will be reduced if you elect to receive the maximum Accelerated Life Benefit; and (c) the amount of the processing fee.

Even if you are receiving an Extended Life Benefit under this plan, you can still apply for an Accelerated Life Benefit. However, once you convert your group term life insurance, the terms of the converted life policy will apply. Any amount to which you could otherwise convert is permanently reduced by the gross amount of the Accelerated Life Benefit paid to you.
Your Accelerated Life Benefit (Cont.)

Please read “Your Remaining Group Term Life Insurance” provision for restrictions that may apply.

If You Have Assigned Your Group Term Life Insurance

If you have already assigned your group term life insurance, according to the terms of this plan, you can’t apply for an Accelerated Life Benefit.

All Options

If You Are Incompetent

If you are determined to be legally incompetent, the person the court appoints to handle your legal affairs may apply for the Accelerated Life Benefit for you.

Your Remaining Group Term Life Insurance

The remaining amount of group term life insurance for which you are covered after receiving an Accelerated Life Benefit payment is subject to any increases or cutbacks that would otherwise apply to your insurance. Applicable cutbacks are applied to the amount of group term life insurance for which you are insured on the day before you apply for the Accelerated Life Benefit.

The premium cost of your remaining coverage is based on the amount of group term life insurance for which you are insured on the day before you apply for the Accelerated Life Benefit.

You may be required to provide proof of insurability for increased amounts. If you are, we must approve that proof in writing before you are covered for the new amount.

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

If you die after electing the Accelerated Life Benefit, but before we send the benefit to you, your beneficiary will receive the amount of the group term life insurance for which you are insured on the day before you apply for the Accelerated Life Benefit.

Restrictions

We will not pay an Accelerated Life Benefit to you if you:

- are required by law to use the payment to meet the claims of creditors, whether or not you are in bankruptcy; or
- are required by court order to pay all or part of the benefit to another person; or
- are required by a government agency to use the payment to apply for, to receive or to maintain a governmental benefit or entitlement; or
- lose your coverage under the group plan for any reason after you elect the Accelerated Life Benefit but before we pay such benefit to you.
Important Notice

This section applies to your basic 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 basic 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 basic 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

(b) you are receiving regular doctor’s care appropriate to the cause of disability.

How And When To Apply

To apply for this extension, you must submit satisfactory written medical proof of your total disability. You must provide this proof within one year of the onset of that disability. Any claim filed after one year from the onset of total disability will be denied. We will deny the claim unless we receive written proof that: (a) you lacked the legal capacity to file the claim; or (b) it was not reasonably possible for you to file the claim.

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 09 continuous months.

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

Continued Eligibility For Extended Life Benefit

We may 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 that you 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.
Your Extended Life Benefit With Waiver Of Premium (Cont.)

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 you are 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:

(a) 09 continuous months from the date active full-time service ends due to total disability; or

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

CGP-3-R-LW-TD-99-1-MD  B275.0512

All Options

When This Extension Ends

Your extension will end on the earliest of:

(a) the date you are no longer disabled;

(b) the date we ask you to be examined by our doctor, and you refuse;

(c) the date you do not give us the proof of disability we require;

(d) the date you are no longer receiving regular doctor’s care appropriate to the cause of disability; or

(e) the day before the date you reach age 65.

If the extension ends, and you are not insured by the group plan again as an active full-time employee, you can convert as if your employment just ended. 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 as of your last day of active full-time work, 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) written proof of your death, that is acceptable to us; and

(b) medical proof that you were continuously disabled until your death.

This must be sent within one year of your death.

CGP-3-R-LW-TD-99-2  B275.0059
**Your Basic Accidental Death And Dismemberment With Catastrophic Loss Benefits**

**The Benefit**

We'll pay the benefits described below if you suffer an irreversible covered loss due to an accident that occurs while you are insured. The loss must be a direct result of the accident, independent of all other causes. And, it must occur within 365 days of the date of the accident.

**Covered Losses**

Benefits will be paid only for losses identified in the following table. The Insurance Amount is shown in the Schedule.

### ACCIDENTAL DEATH AND DISMEMBERMENT

<table>
<thead>
<tr>
<th>Covered Loss</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of Life</td>
<td>100% of Insurance Amount</td>
</tr>
<tr>
<td>Loss of a hand</td>
<td>50% of Insurance Amount</td>
</tr>
<tr>
<td>Loss of a foot</td>
<td>50% of Insurance Amount</td>
</tr>
<tr>
<td>Loss of sight in one eye</td>
<td>50% of Insurance Amount</td>
</tr>
<tr>
<td>Loss of thumb and index finger of same hand</td>
<td>25% of Insurance Amount</td>
</tr>
</tbody>
</table>

### CATASTROPHIC LOSS BENEFITS

<table>
<thead>
<tr>
<th>Covered Loss</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quadriplegia (total paralysis of upper and lower limbs, bilaterally)</td>
<td>100% of Insurance Amount</td>
</tr>
<tr>
<td>Loss of speech and hearing (both ears)</td>
<td>100% of Insurance Amount</td>
</tr>
<tr>
<td>Loss of cognitive function</td>
<td>100% of Insurance Amount</td>
</tr>
<tr>
<td>Comatose state, in excess of one month</td>
<td>100% of Insurance Amount</td>
</tr>
<tr>
<td>Hemiplegia (total paralysis of upper and lower limbs, unilaterally)</td>
<td>50% of Insurance Amount</td>
</tr>
<tr>
<td>Paraplegia (total paralysis of both lower limbs)</td>
<td>50% of Insurance Amount</td>
</tr>
<tr>
<td>Loss of speech or hearing (both ears)</td>
<td>50% of Insurance Amount</td>
</tr>
</tbody>
</table>

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

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

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

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

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

Payment Of Benefits

For covered loss of life, we pay the beneficiary of your basic group term life insurance.

For all other covered losses, we pay you, if you are living. If not, we pay the beneficiary of your basic group term life insurance.

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

All Options

Seatbelt and Airbag Benefits

If you die as a direct result of a motor vehicle accident while properly wearing a seatbelt, we will increase your benefit by $10,000.00. And if you die as a direct result of a motor vehicle accident while both: (a) properly wearing a seatbelt; and (b) sitting in a seat equipped with an airbag; we’ll increase your benefit by another $5,000.00, for a total increase of $15,000.00. This benefit will be applied after the Common Carrier provision.

Common Carrier

If your loss is due to an accident which occurs while you are riding in a public conveyance, we increase the benefit payable. We pay two times the amount which otherwise applies to such loss. But, you must have been a fare-paying passenger.

Repatriation Benefit

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

Exclusions

We won’t pay for any loss caused directly or indirectly:

- by willful self-injury, suicide, or attempted suicide;
- by sickness, disease, mental infirmity, medical or surgical treatment;
- by your taking part in a riot or other civil disorder; or in the commission of or attempt to commit a felony;
by travel on any type of aircraft if you are an instructor or crew member; or have any duties at all on that aircraft;

by declared or undeclared war or act of war or armed aggression;

while you are a member of any armed force;

while you are a driver in a motor vehicle accident, if you do not hold a current and valid driver's license;

by your legal intoxication; this includes, but is not limited to, your operation of a motor vehicle; or

by your: (i) voluntary use of illegal drugs; (ii) intentional taking of over the counter medication not in accordance with recommended dosage and warning instructions; and (iii) intentional misuse of prescription drugs.

All Options

SPOUSAL EDUCATION AND RETRAINING BENEFIT

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

When And How The Spousal Education And Retraining Benefit Begins

We will pay a spousal education and retraining benefit when all of the following conditions are met:

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

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

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

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

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

What We Pay

Subject to all the terms of this plan, the Spousal Education and Retraining Benefit per academic term is equal to the lesser of: (i) the spouse’s net tuition expense for the term; (ii) 5% of the Employee Basic ADDCL Benefit paid as a result of the specified loss; and (iii) $2,500.00.
Tuition Expense means charges incurred for courses or lab fees. It does not include: (a) cost of books; (b) other related course materials; (c) student activity fees; or (d) room and board.

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

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

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

Continued Eligibility For The Spousal Education And Retraining Benefit

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

When The Spousal Education And Retraining Benefit Ends

The spousal education and retraining benefit ends on the earliest of the following dates:

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

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

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

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

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

All Options

DAY CARE EXPENSE BENEFIT

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

Eligibility For The Day Care Expense Benefit

This plan provides a day care expense benefit when all of the following conditions are met:

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

(b) we receive proof of a qualified dependent’s enrollment in a qualified day care program. Such enrollment must commence within 12 months of the date of the specified loss.
Specified Loss means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury, resulting in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury resulting in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.

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

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

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

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

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

Continued Eligibility For The Day Care Expense Benefit We require periodic proof that a qualified dependent remains enrolled in a qualified day care program. We require periodic proof of the qualified dependent’s day care expenses.

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

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

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

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

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

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

When And How The Dependent Child Education Benefit Begins

We will pay a Dependent Child Education Benefit when all of the following conditions are met:

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

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

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

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

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

What We Pay

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

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

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

We pay this benefit per academic term for each qualified dependent.
We pay this benefit to the person who has primary responsibility for these expenses.

**Continued Eligibility For Dependent Education Benefit**

We require periodic proof that a dependent remains a qualified dependent, as defined above. We also require proof, per academic term, of: (a) the qualified dependent’s tuition expenses; and (b) any scholarships and grants the dependent is entitled to.

**When The Dependent Child Education Benefit Ends**

A qualified dependent’s Dependent Child Education Benefit ends on the earliest of the following dates:

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

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

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

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

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

CGP-3-R-EDCED-00
CERTIFICATE AMENDMENT

This rider amends this plan’s Employee Basic Accidental Death And Dismemberment Benefits provisions so that the exclusion of any loss caused by the employee’s voluntary use of a controlled substance is deleted and replaced with the following:

- by the employee’s: (i) voluntary use of illegal drugs; (ii) intentional taking of over the counter medication not in accordance with recommended dosage and warning instructions; and (iii) intentional misuse of prescription drugs.

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

Stuart Shaw
Vice President, Risk Mgt. & Chief Actuary

CGP-3-A-ADD-EX-DC-09

B315.0003
All Options

**GLOSSARY**

This Glossary defines the italicized terms appearing in your booklet.

CGP-3-GLOSS-90 B900.0118

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

CGP-3-GLOSS-90 B750.0006

**Employer** means CARNEGIE INSTITUTION OF WASHINGTON.

CGP-3-GLOSS-90 B900.0051

**Full-time** means the *employee* regularly works at least the number of hours in the normal work week set by the *employer* (but not less than 20 hours per week), at his *employer’s* place of business.

CGP-3-GLOSS.1 B750.0230

**Plan** means the *Guardian* group *plan* purchased by your *employer*, 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

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

CGP-3-GLOSS-90 B900.0010
STATEMENT OF ERISA RIGHTS

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

**Receive Information About Your Plan and Benefits**

(a) Examine, without charge, at the plan administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U. S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

(b) Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts, collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

(c) Receive a summary of the plan’s annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

**Prudent Actions By Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of plan participants and beneficiaries. No one, including your employer, your union, or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.
Enforcement Of Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a state or Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110.00 a day until you receive the material, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a federal court. If it should happen that plan fiduciaries misuse the plan’s money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds that your claim is frivolous.

Assistance with Questions

If you have questions about the plan, you should contact the plan administrator. If you have questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor listed in your telephone directory or the Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.
Life And Accidental Death And Dismemberment Insurance
Claims Procedure

Claim forms and instructions for filing claims may be obtained from the Plan Administrator.

Guardian is the Claims Fiduciary with discretionary authority to determine eligibility for benefits and to construe the terms of the plan with respect to claims.

In addition to the basic claim procedure explained in your certificate, Guardian will also observe the procedures listed below. These procedures are the minimum requirements for benefit claims procedures of employee benefit plans covered by Title 1 of the Employee Retirement Income Security Act of 1974 ("ERISA")

(a) If a claim is wholly or partially denied, the claimant will be notified of the decision within 90 days after Guardian received the claim.

(b) If special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which The Guardian expects to render the final decision.

(c) If a claim is denied, Guardian will provide a notice that will set forth:
   (1) the specific reason(s) the claim was denied;
   (2) specific references to the pertinent plan provision on which the denial is based;
   (3) a description of any additional material or information needed to make the claim valid, and an explanation of why the material or information is needed;
   (4) an explanation of the plan's claim review procedure. A claimant must file a request for review of a denied claim within 60 days after receipt of written notification of denial of a claim.

(d) Guardian will notify the claimant of its decision within 60 days of receipt of the request for review. If special circumstances require an extension of time for processing, The Guardian will render a decision as soon as possible, but no later than 120 days after receiving the request. The Guardian will notify the claimant about the extension.
Termination of This Group Plan

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
This Booklet Includes All Benefits For Which You Are Eligible.

You are covered for any benefits provided to you by the policyholder at no cost.

But if you are required to pay all or part of the cost of insurance you will only be covered for those benefits you elected in a manner and mode acceptable to Guardian such as an enrollment form and for which premium has been received by Guardian.

"Please Read This Document Carefully".

B808.0694
CERTIFICATE OF COVERAGE

The Guardian
7 Hanover Square
New York, New York 10004

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

<table>
<thead>
<tr>
<th>Group Policy No.</th>
<th>Certificate No.</th>
<th>Effective Date</th>
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<tbody>
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</table>

Issued To

This certificate of coverage replaces any certificate of coverage previously issued to the employee under the above policy or under any other policy providing similar or identical benefits issued to the policyholder by Guardian.

You have the right to return this Certificate within 10 days of its delivery and to have the premium refunded if, after examination of the Certificate, you are not satisfied for any reason.

Vice President, Risk Mgt. & Chief Actuary

GROUP LONG TERM DISABILITY INCOME INSURANCE CERTIFICATE
Limited Benefit, Please Read Carefully

B808.0202
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GENERAL PROVISIONS

Incontestability

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

If this plan replaces the group plan of another insurer, we may rescind this plan based on misrepresentations made in your planholder’s or your signed application for up to two years from this plan’s Policy Date.

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

No statement made by you or a covered person shall be used in any contest unless a copy of the instrument containing the statement is or has been furnished to you or the covered person.

Grace in Payment of Premiums - Termination of Policy

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

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

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

Examination

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. We will pay for all such examinations.

Conformity With State Statutes

Any provision of this certificate which, on its effective date, is in conflict with the statutes of the jurisdiction in which you reside on such date is hereby amended to conform to the minimum requirements of such statutes.
Accident and Health Claims Provisions

Your right to make a claim for any Accidental 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 will furnish you with forms for filing proof of the loss within 15 days of receipt of notice. But, if we do not furnish the forms on time, we will accept a written description and adequate documentation of the injury or sickness that is the basis of the claims as proof of loss. Your must detail the nature and extent of the loss for which the claims is being made. Your must send us written proof within 90 days of the loss.

If this plan provides weekly loss of time benefits, 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 replacement benefits, 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 of loss within 90 days of the loss.

Late Notice OR Proof: We will not void or reduce your claims if you cannot send us notice and proof of loss within the required time. But, you must send us notice and proof of loss as soon as reasonably possible.

Payment Of Benefits: If this plan provides benefits for loss of time, we’ll pay them once every 30 days for as long as we’re liable, provided you submit periodic written proof of loss as stated above. We will pay all other accident and health benefits to which you are entitled as soon as we receive written proof of loss.

We pay all accident and health benefits to you, if you are living. If you are not living, we have the right to pay all accidental and health benefits to one of the following: (a) your estate; (b) your spouse; (c) your parents; (d) your children; (e) your bother and sisters; and (f) any unpaid provider of health care services.

When you file proof of loss, you may direct us, in writing, to pay benefits to the recognized provider who provided the covered service for which benefits became payable. We may honor such direction at our option. But, we cannot tell you that a particular provider must provide such care. Any, you may not assign your right to take legal action under this plan to such provider.

Limitations Of Actions: You cannot bring a legal action against this plan until 60 days from the date you file proof of loss. And, you cannot bring legal action against the plan after three years from the date you file proof of loss.

Workers’ Compensation: The disability benefits provided by the plan are not in place of, and do not affect requirements for coverage by, Workers’ Compensation.
Note

Please examine this plan carefully. If any error or omission is found, send full particulars with the number of the plan to Guardian.

B808.0200
SCHEDULE OF BENEFITS

Long Term Disability Income Insurance

This insurance replaces part of your income if you become disabled due to a covered sickness or injury. What we pay is governed by all the terms of this plan.

All terms in italics are defined terms with special meanings. See the definitions section of this plan. Other terms with special meanings are defined where they are used.

Gross Monthly Benefit

60% of your prior monthly earnings, rounded to the nearest $1.00, if not already a multiple thereof, to a maximum of $12,500.00.

Integration

We integrate your Gross Monthly Benefit with certain other income you may receive. Read all the terms of this plan to see what income we integrate with, and how.

Own Occupation Period

The first 24 months of benefit payments from this plan.

Elimination Period

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

Maximum Payment Period

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

But, it may be less than that shown due to: (a) the nature of your disability; (b) the date you were first treated for the cause of your disability; and (c) the length of time you have been insured by this plan. See "Disabilities with a Limited Maximum Payment Period" and "Pre-Existing Conditions".

<table>
<thead>
<tr>
<th>Age when disability starts</th>
<th>Maximum payment period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under age 60</td>
<td>To age 67</td>
</tr>
<tr>
<td>Age 60</td>
<td>5.00 years</td>
</tr>
<tr>
<td>Age 61</td>
<td>4.00 years</td>
</tr>
<tr>
<td>Age 62</td>
<td>3.50 years</td>
</tr>
<tr>
<td>Age 63</td>
<td>3.00 years</td>
</tr>
</tbody>
</table>
All Options

BENEFIT PROVISIONS

Disability or Disabled: These terms mean you meet either the Occupation Test or the Earnings Test as explained below.

Occupation Test of Disability

You meet this test if you: (a) is not working in any occupation; and (b) has a current sickness or injury which causes physical or mental impairment to such a degree that:

(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 not able to perform, on a full-time basis, the major duties of any gainful work.

You will not meet this test, if you are able to perform the major duties of:
(a) your own occupation; or (b) any gainful work; with reasonable accommodation.

Earnings Test of Disability

For any month in which you are working, you may meet this test, if: (a) you have a current sickness or injury which causes physical or mental impairment; and (b) such impairment causes the you to be unable to earn more than this plan's maximum allowable disability earnings, in any occupation for which you are qualified by education, training or experience.

Neither: (a) loss of a professional or occupational license; or (b) receipt of or entitlement to Social Security disability benefits; in and of yourself constitute disability under this plan.
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 provide proof of loss, as described in this plan’s Claim Provisions section.

Benefits accrue as of the first day following the end of the elimination period, subject to all plan terms.

You can satisfy the elimination period while working, provided you are disabled as defined by this plan.

Part-Time  The ability to work and earn between 40% and 80% of insured earnings during the own occupation period and between 40% and 80% of insured earnings after the own occupation period.

Waiver of Premium  We waive your premiums for this insurance while you are entitled to receive a monthly benefit payment from this plan.

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

(a) The date you are no longer disabled.

(b) The date you fail to provide proof of loss as required by this plan.

(c) The date you earn, or are able to earn, the maximum earnings allowed while disabled under this plan.

(d) The date you are able to perform the major duties of your own job or own occupation on a full-time basis with reasonable accommodation.

(e) After the own occupation period, the date you are able to perform the major duties of any gainful work on a full-time basis with reasonable accommodation.

(f) The date you have been outside the United States and/or Canada for more than 2 months in a 12 month period.

(g) The date he or she dies.

(h) The end of the maximum payment period.

(i) The date no further benefits are payable under any provision in this plan that limits the maximum payment period.

(j) The date you are no longer receiving regular and appropriate care from a doctor.

(k) The date payments end in accord with a rehabilitation agreement.

(l) The date you refuse to take part in a rehabilitation program.
Recurring Disability

Benefits from this *plan* end if you cease to be *disabled*. But, a later *disability* may be treated as a *recurring disability*, if all of the terms listed below are met:

(a) You must return to *active work* right after your benefits end;
(b) The *disability* must recur less than 6 months after you were last entitled to benefits;
(c) The later *disability* must be due to the same or related cause of your earlier *disability*;
(d) This *plan* must not end during your return to *active work*;
(e) You must not become covered under any other similar group income replacement plan during the time you return to *active work*;
(f) During the time you return to *active work*, you must: (i) stay insured by this *plan*; and (ii) premium payments must be made on your behalf; and
(g) Your benefits must not have ended because you have used up the maximum payment period.

If the later *disability* is a *recurring disability*, you will not need to complete a new elimination period. The *recurring disability* will be subject to all the terms of the *plan* in effect on the date the earlier *disability* began.

If all of the terms listed above are not met, the later *disability* will be treated as a new period of *disability*. You will be required to complete a new elimination period. The new period of *disability* will be subject to all the terms of the *plan* in effect on the date the new period of *disability* occurs.

Monthly Benefit

This *plan’s* gross monthly benefit reduced by other income. If you are working while *disabled*, your *monthly benefit* will be further reduced based on the amount of your *disability earnings*.

Calculation of Monthly Benefit

Your benefit is governed by the terms of the *plan* in effect on the date *disability* occurs. Any changes to this *plan* that take place: (a) while you are *disabled*; or (b) during a period of *active work* that occurs between an initial period of *disability* and a *recurring disability*; will not affect your benefit.

We calculate your gross monthly benefit according to the Schedule of Benefits. This plan includes proof of insurability requirements that must be met before: (a) your gross monthly benefit; (b) a portion thereof; or (c) increases in such amount; become effective. The Schedule of Benefits explains these requirements.
From your gross monthly benefit, subtract the amount of any income listed in Other Income Benefits that you receive or are entitled to receive. The result is your monthly benefit.

**Maximum Capacity Earnings**

During the own occupation period, the income you could earn if working to the fullest extent you are able to in your own occupation. After the own occupation period, the income you could earn if working to the fullest extent you are able to in any gainful occupation. We decide the fullest extent of work you are able to do based on objective data provided by any or all of the following sources: (a) your treating doctor; (b) impartial medical or vocational exams; (c) peer review specialists; (d) functional capacities exams; and (e) other medical and vocational specialists whose area of expertise is appropriate to your disability.

**All Options**

**Insured Earnings**

Only your earnings from your employer will be included as insured earnings.

Your gross monthly benefit may be limited due to proof of insurability requirements. In this case, only the part of your insured earnings that applies to the amount of your limited gross monthly benefit is used to calculate premiums due under this plan. We calculate benefit amounts and limits based on the amount of your insured earnings on record with us as of the Redetermination date immediately prior to the start of your disability. See the “Redetermination” section of this plan.

**For Partners and S Corporation Shareholders:**

Insured earnings means the sum of the amounts listed below, divided by 12.

(a) Your compensation as an employee or S Corporation shareholder, as reported on your Federal Income Tax Return, Form 1040, for the prior calendar year less the gross total of unadjusted employee business expenses as included on the corresponding Schedule A-Itemized Deductions;

(b) Your non-passive income (loss) from trade or business as reported on Schedule E-Part II of your Federal Income Tax Return, Form 1040, for the prior calendar year, less any expenses incurred and reported elsewhere on your Return; and

(c) Your contributions during the prior calendar year, deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account.

You may not have been a partner or S Corporation shareholder for the entire previous calendar year. In this case, your earnings are based on the monthly average of the sum of the listed amounts, averaged for the full number of months that you were a partner or an S Corporation shareholder during such calendar year.

**For Sole Proprietors:**
Insured earnings means: (a) the average monthly net profit as determined from Schedule C - Part II of your Federal Income Tax Return, Form 1040, for the prior calendar year; plus (b) your average monthly contribution during the prior calendar year deposited into a: (i) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (ii) a Section 125 plan or flexible spending account. Monthly net profit is calculated as gross income less total expenses. You may not have been a sole proprietor for the previous calendar year. In this case, we calculate average monthly net profit and average monthly contributions using the full number of months that you were a sole proprietor during such calendar year.

If You Are Compensated on Less Than a 12 Month Basis:

Insured earnings means your average rate of monthly earnings determined from your annual contract salary. Insured earnings also includes the your contributions deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account. Insured earnings does not include bonuses, commissions, overtime pay, expense accounts, stock options and any other extra compensation. We do not include pay for hours worked or billed over 40 per week. Earnings based on excluded income and employer contributions deposited into such 401(k); 403(b); 457; or similar plan are excluded.

If Your Income Is Reported on a IRS Form 1099:

Insured earnings means your average rate of monthly earnings as figured from the 1099 form received from the employer for the prior calendar year, calculated as (a) minus (b), divided by 12 or the number of months you worked for the employer during such calendar year if less than 12.

(a) your earned income as reported on the 1099 form.

(b) business expenses, as reported on Schedule C - Part II of your Federal Income Tax Return, Form 1040.
Insured earnings also includes your contributions deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account. Earnings based on excluded income and employer contributions deposited into such 401(k); 403(b); 457; or similar plan are excluded.

**For All Others:**

Insured earnings means your base monthly salary. Insured earnings also includes your contributions deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account. Insured earnings does not include bonuses, commissions, overtime pay, expense accounts, stock options and any other extra compensation. We do not include pay for hours worked or billed over 40 per week. Earnings based on excluded income and employer contributions deposited into such 401(k); 403(b); 457; or similar plan are excluded.

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**Redetermination**

This plan redetermines insured earnings for each covered person on January 1st. Each January 1st, the plan sponsor must report current insured earnings for all covered persons under the plan. Changes to a covered person's insured earnings are subject to any proof of insurability requirements of this plan. As of this plan's redetermination date, we use a covered person's insured earnings on record with us to: (a) set rates; (b) project benefit amounts and limits; and (c) calculate premium payable under this plan. However, the covered person must be actively-at-work on a full-time basis on that date. If he or she is not, we do not do this until the date he or she returns to active work on a full-time basis. But, changes in earnings will not apply to a recurring disability.

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**Other Income Benefits**

You may receive, or be entitled to receive, income shown in the list below. We will reduce your gross monthly benefit by such other income benefits to determine your monthly benefit from this plan.

- Commissions or monies: (1) received; (2) payable but deferred; or (3) paid after disability benefits start. This includes: (a) vested and nonvested renewal commissions; (b) bonuses; (c) royalties; (d) profit sharing; and (e) other distributions.
- Disability benefits from any mandated benefit act or law. This includes all temporary disability or state disability benefits required by law.
Disability benefits from all group plans of: (1) the plan sponsor; or (2) the employer. This includes payments made by a group life insurance plan due to 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.

Disability benefits from any other group plan; but, if the other group plan was in force prior to this plan, and the other group plan also deducts for disability benefits from any other group plan, we will not deduct these other group disability benefits.

Disability benefits from any individual policy; but only to the extent that such income plus the amount of your gross monthly benefit is more than 100% of your insured earnings.

Disability income from any other plan that you are eligible to receive: (1) because you are employed by, or associated with: (a) the plan sponsor; or (b) the employer; or (2) because you are a member of any: (a) union; (b) fraternal benefit society; (c) association; or (d) other like organization; but only to the extent that such income plus the amount of your gross monthly benefit is more than 100% of your insured earnings.

Income from a sick leave, salary continuance or Paid Time Off plan, but only to the extent that such income plus the amount of your gross monthly benefit is more than 100% of your insured earnings. This applies whether such plan is sponsored on a formal or informal basis. This includes donated, lump sum and recurrent payments of accrued sick leave benefits. But, if you are working while disabled, we will account for such income as described in this plan’s "Adjustment of Monthly Benefit for Disability Earnings".
• Benefits as shown below from: (1) the United States Social Security Act; (2) the Railroad Retirement Act; or (3) any other like U.S. or Canadian plan or act.

(a) All disability benefits for which: (i) you are entitled; and (ii) your spouse and children are entitled due to your disability;

(b) All unreduced retirement benefits for which: (i) you are entitled; and (ii) your spouse and children are entitled due to your entitlement;

(c) All reduced retirement benefits paid to: (i) you; and (ii) your spouse and children due to your receipt of such benefits.

We do not reduce your gross monthly benefit by the retirement benefits described in (b) and (c) above, to the extent that you and your dependents were entitled to receive such income prior to the start of disability. We will reduce the gross monthly benefit by marginal increases in such income you and your dependents were entitled to receive after disability begins.

We will reduce your gross monthly benefit by benefits referred to in (a), (b) and (c) above, net of attorney fees approved by the Social Security Administration.

We will reduce your gross monthly benefit by benefits referred to in (a), (b) and (c) above to which your spouse and children are entitled due to your receipt of, or entitlement 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.

• Income of the type that is included in your insured earnings for purposes of determining your gross monthly benefit under this plan.

• That portion of retirement plan retirement benefits which the employer funds.

• That portion of retirement plan disability benefits which the employer funds.

• Retirement benefits or retirement plan disability benefits, due to 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.

• Payment or settlement, with or without admission of liability, from: (1) a Workers’ Compensation law; (2) an occupational disease law; or (3) any other act or law of like intent. This includes: (a) the Jones’ Act; (b) the Longshoreman’s and Harbor Workers’ Compensation Act; or (c) any Maritime doctrine of Maintenance, Wages or Cure. If you receive a payment net of attorney fees approved by the Workers’ Compensation Board or similar authority, we reduce our benefit by the net payment.

• Unemployment compensation benefits.

• Payment from your employer as part of a termination or severance 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.

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, judgment, waiver or otherwise shall not negate our right.

All Options

**Other Income Not Subject to Deduction**

We will not reduce your *gross monthly benefit* by any income you receive or are entitled to receive from the list below.

- Deferred compensation arrangements such as 401(k), 403(b) or 457 plans;
- Profit sharing plans;
- Thrift plans;
- Tax sheltered annuities;
- Stock ownership plans;
- Individual Retirement Accounts (IRA);
- Credit disability insurance;
- Non qualified plans of deferred compensation;
- Pension plans for partners;
- Retirement plans of another employer not affiliated with this *plan*;
- Military pension and disability plans.

**Lump Sum Payments of Other Income**

Income with which we integrate may be paid in a lump sum. In this case, we take the equivalent monthly rate stated in the award into account when we determine 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 expected remaining number of months for which you would be entitled to benefits from this *plan*, based on the proof of loss submitted to us.

**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, if applicable. 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.

B808.0033

All Options

Adjustment of Monthly Benefit for Disability Earnings

Adjustment of Monthly Benefit for Disability Earnings: We adjust the monthly benefit for disability earnings as follows.

For each of the first 12 months of payments, following the date you first have disability earnings, add your gross monthly benefit and your disability earnings.

(a) If the sum is not more than 100% of your indexed insured earnings, we do not reduce your monthly benefit.

(b) If the sum is more than 100% of your indexed insured earnings, we reduce your monthly benefit by the amount over 100% of your indexed insured earnings.
For each month thereafter, we pay the greater of the amount calculated under Method 1 or Method 2.

Method 1:

(a) If your disability earnings are less than 20% of your indexed insured earnings, we do not reduce your monthly benefit.

(b) If your disability earnings are 20% or more of your indexed insured earnings, we reduce your monthly benefit by 50% of your disability earnings.

Method 2:

(a) Subtract your disability earnings from your indexed insured earnings.

(b) Divide the result in (a) above by your indexed insured earnings.

(c) Multiply the result in (b) above by your monthly benefit. This is the amount we pay.

If your disability earnings fluctuate widely from month to month, we may adjust your monthly benefit using an average disability earnings amount. The average disability earnings amount will be computed using your most current month’s disability earnings and the prior two months disability earnings.

Maximum Allowable Disability Earnings: This plan limits the amount of income you may earn, or may be able to earn, and still be considered disabled.

If your disability earnings are more than the limit shown below, payments from this plan will end. Payments from this plan will also end if you are able to earn more than the limit shown below:

(a) During the elimination period and the own occupation period, the limit is 80% of your indexed insured earnings.

(b) After this plan has paid benefits for 24 months in a row, the limit is 80% of your indexed insured earnings.

All Options

Indexing

We apply an indexing factor to your insured earnings on the date you have received 12 consecutive monthly payments and each anniversary thereafter. 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.

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 CPI-W from the prior December.
Minimum Payment

The minimum monthly payment for disability under this plan is $100.00.

B808.0034

All Options

Limitations and Exclusions

Pre-Existing Conditions

A pre-existing condition is an injury or sickness, whether diagnosed or misdiagnosed, and any symptoms thereof, for which, in the look back period, you:

(a) receive advice or treatment from a doctor;
(b) undergo diagnostic procedures other than routine screening in the absence of symptoms or suspicion of disease process by a doctor;
(c) are prescribed or take prescription drugs; or
(d) receive other medical care or treatment, including consultation with a doctor.

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 the your benefit election that increases the benefit payable by this plan.

No benefits are payable for disability: (a) caused by; (b) contributed to by; or (c) resulting from; a pre-existing condition; unless the disability starts after 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.

Your disability: (a) caused by; (b) contributed to by; or (c) resulting from; a pre-existing condition may begin after: (a) a change which provides for an increase in the benefits payable by this plan; or (b) a change in 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. But, 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.

B808.0038
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.

The pre-existing condition provision will be waived for any covered person who: (a) is actively working on the effective date of this plan; and (b) fulfilled the requirements of any pre-existing condition provision of the old plan.

If you: (a) were covered under the old plan when it ended; (b) enroll for insurance under this plan on or before this plan’s effective date; and (c) are actively working on the effective date of this plan; but (d) have not fulfilled the requirements of any pre-existing condition provision of the old plan; we credit any time used to meet the old plan’s pre-existing condition provision toward meeting this plan’s pre-existing condition provision.

But, we limit your maximum monthly benefit under this plan if: (a) it is more than the maximum monthly benefit for which you were insured under the old plan; (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 the amount you would have been entitled to under the old plan.

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

All Options

Exclusions

This plan does not pay benefits for disability caused by, or related to:

(a) war or an act of war, whether declared or undeclared;

(b) service in the armed forces, National Guard, or military reserves of any state or country;

(c) you taking part in a riot or civil disorder;

(d) your commission of, or attempt to commit a felony, for which you have been convicted;

(e) you being involved in an incident where you are intoxicated at the time of the incident. This includes, but is not limited to, your operation of a motor vehicle. A person is intoxicated when his or her blood alcohol concentration meets or exceeds the level that would be required in order to charge the person with driving while intoxicated under the laws of the jurisdiction in which the incident occurred, regardless of whether or not he or she is ever charged;

(f) 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 receiving medical treatment or care outside the United States or Canada unless expressly authorized by us;

(3) which starts before you are insured by this plan; or

(4) during which your loss of earnings is not solely due to your disability.
Social Security Assistance

This plan requires all disabled covered persons to apply for Social Security benefits. (See the "Application for Other Income" section of this plan.) If we believe you to be eligible for such benefits, we may offer to assist you in applying for them. Receiving Social Security benefits will protect your earnings record for retirement and enable you to qualify for Medicare coverage after 24 months.

Services we can provide include:

(a) Help in completing your application for such benefits, and any related forms;

(b) Assistance finding suitable legal counsel; and

(c) Copies of medical and vocational data needed to file your claim.

We may also provide these and other services if your benefits are under review for possible termination by the Social Security Administration.

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

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. We have the right to suspend or end your monthly benefit if you do not accept it.

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; and

(f) assistance with child care expenses you incur in order to participate in a rehabilitation program. (See the "Dependent Care Expenses" section of this plan.)
We have the right to determine which services are appropriate.

If 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 benefit 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.

**Dependent Care Expenses**

While you are participating in a rehabilitation program, we will pay a dependent care expense benefit, when all of the following conditions are met:

(a) you incur expense to provide care for a qualified dependent;
(b) the care is provided by a licensed provider other than a family member.

A qualified dependent is: (a) dependent upon you for main support and maintenance; and (b) under the age of fourteen and your: (i) biological child; (ii) lawfully adopted child; (iii) stepchild; or (iv) any other child who is living with you in a regular parent-child relationship.

The dependent care expense benefit will be the lesser of: (a) $350 per month per qualified dependent; not to exceed $1,000 per month for all qualified dependents combined; and (b) the actual monthly day care expense incurred by you.

We will stop paying the dependent care expense benefit on the earlier of the date you are no longer: (a) incurring dependent care expenses for a qualified dependent; (b) participating in a rehabilitation program; or (c) entitled to receive a monthly benefit from this plan.

**All Options**

**Worksite Modification Benefit**

In order to accommodate your disability, an employer may incur a cost to modify his or her worksite. We may reimburse the employer, up to $2,500 for the cost of the worksite modification. We make this payment if we agree that the modification will enable the covered person to: (a) return to work; or (b) remain at work.
This plan includes Early Intervention services as part of our disability management program. The intent of these services is to: (a) assist disabled persons in reaching better outcomes; and (b) support the employer’s absence management goals by promoting: (1) stay-at work agendas; and (2) return-to work agendas; where possible.

The key to success of an early intervention program is prompt notification of work absences which have the potential to exceed this plan’s elimination period. With a prompt notification, we are able to more effectively manage the potential claim.

When you are disabled from one of the conditions listed below, a long term disability claim form should be completed as soon as possible following the date of disability. To facilitate an immediate intervention, the form should be submitted to us within one week of the date your disability begins.

- Chronic fatigue conditions, including Epstein-barr syndrome
- Mental illness
- Repetitive motion syndromes or injuries
- Fibromyalgia
- Back pain/strain
- Neck pain/strain
- Chronic pain
- Diabetes
- Cardiovascular conditions

Upon receipt of the completed claim form, we will determine whether the claim is appropriate for Early Intervention services. You will be notified of our decision. Examples of services, which we may provide, at our discretion, include, but are not limited to: (a) job accommodation; (b) ergonomic adjustments to workstations; (c) proactive case management consultations with your doctor or other providers of medical care.
All Options

Claim Provisions

**Administration**

We as a part of our routine operations apply the terms of the plan for making decisions, including making determination regarding eligibility, receipt of benefits and claims, or explaining our administrative policies, procedures, and processes.

**Notice**

You must send us written notice of your intent to file a claim under this plan as described in "Accident and Health Claims Provisions."

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 the employer, you, and the doctor(s) treating you for your sickness or injury. Proof of loss must be given to us within the time stated in "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.

Proof of loss, provided at your expense, consists of the following. Failure to provide this information may delay, suspend, reduce or terminate your benefits.

(a) The date disability began;
(b) Your last day of active work;
(c) The cause of disability;
(d) The extent of disability, including limitations and restrictions preventing you from performing the major duties of your own occupation and any gainful occupation;
(e) If your occupation requires that you carry liability or malpractice insurance, any changes to such insurance that become effective on or after the date of disability;
(f) Objective medical evidence in support of your limitations and restrictions, beginning with the date disability began;
(g) The prognosis of disability;
(h) The name and address of all doctors, hospitals and health care facilities where you have been treated for your disability since the date disability began;
(i) Proof that you: (i) are currently; and (ii) have been receiving regular and appropriate care from a doctor, from the date disability began;
(j) Proof of insured earnings, and, if applicable, disability earnings;

(k) Payroll or absence data from the employer for the three months prior to the date disability began, or other period we specify;

(l) Proof of application for all other sources of income to which you may be entitled, that may affect your payment from this plan; and

(m) Proof of receipt of other income that may affect your payment from this plan.

You must provide objective medical evidence from a doctor who is not yourself, your spouse, child, parent, sibling or business associate.

Proof of insured earnings and disability earnings may consist of: (1) copies of your W-2 forms; (2) payroll records from your employer(s); (3) copies of your U.S. Individual Income Tax Returns; (4) copies of the U.S. income tax returns from any business in which you hold an ownership or shareholder interest; (5) a statement from a certified public accountant; (6) copies of any income records accepted or required by the I.R.S; or (7) any other records we deem necessary.

Proof of loss and other claim data should be submitted to:

The Guardian Life Insurance Company of America
Group Long Term Disability Claims Department
P.O. Box 26025
Lehigh Valley, PA 18002-6025.

Authorization Required

You must provide us with written, unaltered authorizations to obtain medical, financial, vocational, occupational, and governmental information required to determine our liability under this plan. You must provide us with such authorizations as often as we may require, in order that they remain current. Failure to provide such authorizations may delay, suspend or terminate your benefits.

Right to Request Medical, Financial or Vocational Assessment

We may ask you to take part in a medical, financial, vocational or other assessment that we feel is necessary to determine whether the terms of the plan are met. We may require this as often as we feel is reasonably necessary. We will pay for all such assessments. But, if you postpone a scheduled assessment without our approval, you will be responsible for any rescheduling fees. If you do not take part in or cooperate with the assessment, we have the right to stop or suspend your payments under this plan.

Ongoing Proof of Loss

To continue to receive payments from this plan, you must give us current proof of loss as often as we may reasonably require. Ongoing proof of loss must be provided to us within 30 days of the date we request it.
**Payment of Benefits**

We pay benefits to you, if you are legally competent. If you are not, we pay benefits to the legal representative of your estate. Benefits are paid in US dollars.

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

No benefits are payable for this *plan’s elimination period*.

Benefits to which 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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**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.

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**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.

B808.0371
ALL OPTIONS

ADDITIONAL CLAIMS PROCEDURES ASSOCIATED WITH ERISA

If an employee seeks benefits under the plan he or she should complete, execute and submit a claim form. Claim forms and instructions for filing claims may be obtained from the plan administrator.

Guardian is the claims fiduciary with discretionary authority to determine eligibility for benefits and to construe the terms of the plan with respect to claims. Guardian has the right to secure independent professional healthcare advice and to require such other evidence as needed to decide an employee’s claim.

In addition to the basic claim procedure explained in the plan, Guardian will also observe the procedures listed below. These procedures are the minimum requirements for benefit claims procedures of employee benefit plans covered by Title 1 of the Employee Retirement Income Security Act of 1974 (ERISA).

As used in this section, the term Adverse Determination means any denial, reduction or termination of a benefit or failure to provide or make payment, in whole or in part, for a benefit.

Timing For Initial Benefit Determination

Guardian will provide a benefit determination not later than 45 days after the date of receipt of a claim. This period may be extended by up to 30 days if Guardian determines that an extension is necessary due to matters beyond the initial 45-day period. Such notification will include the reason for the extension and a date by which the determination will be made. If prior to the end of the 30-day period Guardian determines that an additional extension is necessary due to matters beyond the control of the plan, and so notifies the claimant, the time period for making a benefit determination may be extended for an additional period of up to 30 days. Such notification will include special circumstances requiring the extension and a date by which the final determination will be made.

A notification of an extension to the time period in which a benefit determination will be made will include an explanation of the standards upon which entitlement to a benefit is based, any unresolved issues that prevent a decision of the claim, and the additional information needed to resolve those issues.

If a claimant fails to provide all information needed to make a benefit determination, Guardian will notify the claimant of the specific information that is needed as soon as possible but not later than 45 days after receipt of the claim.

If Guardian extends the time period for making a benefit determination due to a claimant’s failure to submit information necessary to decide the claim, the claimant will be given at least 45 days to provide the requested information. The extension period will begin on the date on which the claimant responds to the request for additional information.

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All Options

**Adverse Determination**

If a claim is denied, Guardian will provide a notice that will set forth:

- the specific reason(s) for the adverse determination;
- reference to the specific policy provision(s) on which the determination is based;
- a description of any additional material or information necessary to make the claim valid and an explanation of why such material or information is needed;
- a description of the plan’s claim review procedures and the time limits applicable to such procedures, including a statement indicating that the claimant has the right to bring a civil action under ERISA Section 502(a) following an adverse determination;
- identification and description of any specific internal rule, guideline or protocol that was relied upon in making an adverse determination, or a statement that a copy of such information will be provided to the claimant free of charge upon request; and
- in the case of an adverse determination based on lack of necessity or appropriateness for a given condition, notice will either include an explanation of the scientific or clinical basis for the determination, or a statement that such explanation will be provided free of charge upon request.

**Appeal of Adverse Determinations**

If a claim is wholly or partially denied, the claimant will have up to 180 days to make an appeal.

Guardian will conduct a full and fair review of an appeal which includes providing to the claimant the following:

- the opportunity to submit written comments, documents, records and other information relating to the claim;
- the opportunity, upon request and free of charge, for reasonable access to, and copies of, all documents, records and other information relating to the claim; and
- a review that takes into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In reviewing an appeal, Guardian will:

- provide for a review conducted by a named fiduciary who is neither the person who made the initial adverse determination nor that person’s subordinate;
- in deciding an appeal based upon a medical judgment, consult with the health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
identify medical or vocational experts whose advice was obtained in connection with an adverse determination; and

ensure that a health care professional engaged for consultation regarding an appeal based upon a medical judgment shall be neither the person who was consulted in connection with the adverse determination, nor that person’s subordinate.

Guardian will notify the claimant of its decision not later than 45 days after receipt of the request for review of the adverse determination. This period may be extended by an additional period of up to 45 days if Guardian determines that special circumstances require an extension of the time period for processing and so notifies the claimant before the end of the initial 45-day period.

A notification with respect to an extension will indicate the special circumstances requiring an extension of the time period for review, and the date by which the final determination will be made.

**Alternative Dispute Options**

The claimant and the plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact the local U.S. Department of Labor Office and The Government of the District of Columbia Department of Insurance, Securities and Banking.

For Medical Necessity cases, Grievance and Appeals Examiner
District of Columbia Department of Healthcare Finance
825 North Capital Street, N.E.
Room 4119
Washington, D.C. 20002
202-442-5979

For non-Medical Necessity cases, Commissioner
Department of Insurance, Securities and Banking
810 First St. N.E., 7th Floor
Washington, D.C. 20002
202-727-8000

B808.0197
Definitions

If they are used in this certificate, the terms listed below generally have the meanings shown below. However, in specific sections a term shown below may have a different meaning. In that case, the term is defined in the section in which it is used.

**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.

**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) judgment as it relates to awareness of safety. Cognitive impairment does not include decline or loss due to a mental illness.

**CPI-W**
That part of the United States Department of Labor Consumer Price Index that measures the relative value of the cost of a typical urban wage earner's purchase of certain goods and services. If the Department of Labor stops publishing the CPI-W, we have the right to use some other similar standard.

**Disability Earnings**
The monthly income you earn from working while disabled. It includes salaries, wages, commissions, bonuses and any other compensation earned or accrued while working including pension, profit sharing contributions, sick pay, paid time off, holiday and vacation pay. When you have an ownership interest in the business, disability earnings also includes business profits, attributable to you, whether received or not. It includes any income you earn while disabled and return to your employer, partnership, or any other similar business arrangement to cover any business or overhead expenses. If you have the ability to work on a part-time or full-time basis, following the earlier of the date you: (1) have been terminated from employment with the employer; (2) have been disabled for 12 months in a row; or (3) have been offered a job or workplace modification by the employer and you do not return to work, disability earnings also include maximum capacity earnings.

**Doctor**
Any medical practitioner we are required by law to recognize. He or she must: (a) be properly licensed or certified by the laws of the state where he or she practices; and (b) provide services that are within the lawful scope of his or her practice.

**Elimination Period**
The period of time you must be disabled, due to a covered disability, before this plan's benefits are payable.
Any days during which you return to work earning more than 80% of your insured earnings will not count toward the elimination period. If you are or become eligible under any other similar group income replacement plan while you are working during the elimination period, you will not be entitled to benefits from this plan.

We do not require you to complete an elimination period if: (a) you were covered under a similar income replacement plan the plan sponsor had with another insurer on the day before this plan starts; (b) your disability would have been a recurring disability under the prior plan had it remained in effect.

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

**Financial Lending Institution**
means an organization duly chartered and licensed by the state or federal government and regularly engaged in the lending of funds.

**Gainful Occupation or Gainful Work**
Work for which you are, or may become, qualified by: (a) training; (b) education; or (c) experience. When you are able to perform such work on a full-time basis, you can be expected to earn at least 80% of your indexed insured earnings within 12 months of returning to work.

**Government Plan**
Any of the following: (1) the United States Social Security Act; (2) the Railroad Retirement Act; (3) the Canadian Pension Plan; or (4) any other plan provided under the laws of a state, province or any other political subdivision. It also includes: (a) any public employee retirement plan; or (b) any plan provided in place of the above named plan or acts. It does not include: (i) any Workers’ Compensation Act or similar law; (ii) the Jones’ Act; (iii) the Longshoreman’s and Harbor Workers’ Compensation Act; or (iv) the Maritime Doctrine of Maintenance, Wages, or Cure.

**Gross Monthly Benefit**
This plan’s monthly benefit before it is integrated with other income and earnings.

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

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

**Mental Illness**
Means any mental disorder, regardless of cause, listed in the Diagnostic and Statistical Manual of Mental Disorders (DSM) currently in use by the American Psychiatric Association (APA). If the APA stops publishing the DSM, we have the right to use some other similar standard. A mental illness may be: (a) caused by; (b) contributed to by; or (c) result in; physical, biological or chemical factors or symptoms. For purposes of this plan, mental illness does not include: (a) irreversible dementia caused by Alzheimer’s disease, stroke, trauma or viral infection; or (b) any other condition not typically treated by a psychiatrist, clinical psychologist or other qualified mental health practitioner with psychotherapy or psychotropic drugs.

**No-Fault Motor Vehicle Coverage**
A motor vehicle plan that pays disability or medical benefits no matter who was at fault in an accident.

**Objective Medical Evidence**
May include but is not limited to: (a) diagnostic testing; (b) laboratory reports; and (c) medical records of a doctor’s exam documenting: (i) clinical signs; (ii) presence of symptoms; and (iii) test results consistent with generally accepted medical standards supported by nationally recognized authorities in the health care field.

**Own Job**
Your job for the employer. We use the job description provided by the plan sponsor to determine the duties and requirements of your own job.

**Own Occupation**
For a doctor, means the medical specialty or sub-specialty practiced by the doctor right before the start of disability, provided: (a) he or she is certified in such specialty or sub-specialty by the American Board of Medical Specialties (ABMS); (b) he or she carries malpractice insurance covering the full range of duties performed in this specialty or sub-specialty; and (c) for the 24 months immediately prior to disability, at least 60% of his or her insured earnings was professional service fee income attributable to the practice of this specialty or sub-specialty.

If you are not a doctor, means the occupation: (a) you are routinely performing immediately prior to disability; (b) which is your primary source of income prior to disability; and (c) for which you are insured under this plan. Occupation includes any employment, trade or profession that are related in terms of similar: (i) tasks; (ii) functions; (ii) skills; (iv) abilities; (v) knowledge; (vi) training; and (vii) experience; required by employers from those engaged in a particular occupation in the general labor market in the national economy. Occupation is not specific to a certain employer or a certain location.

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All Options

Part-Time  The ability to work and earn between 40% and 80% of insured earnings during the own occupation period and between 40% and 80% of insured earnings after the own occupation period.

Plan Sponsor  The employer, association, union, trustee, or other group to which this plan is issued.

Reasonable Accommodation  Any modification or adjustment to: (i) a job; (ii) an employment practice; (iii) a work process; or (iv) the workplace; that an employer willingly provides. The modification or adjustment must make it possible for a disabled person to: (1) reach the same level of performance as a similarly situated non-disabled person; or (2) enjoy equal benefits and privileges of employment as are available to a similarly situated non-disabled person. The modification or adjustment must not place an undue hardship on the employer.

Recurring Disability  A later disability that: (a) is related to an earlier disability for which this plan paid benefits; and (b) meets the conditions described in "Recurring Disability."

Regular and Appropriate Care  Means, with respect to your: (a) disabling condition; and (b) any other condition which, if left untreated, would adversely affect your disabling condition; you (i) visit a doctor as frequently as medically required, according to generally accepted medical standards, to effectively manage these conditions; and (ii) are receiving the most appropriate treatment, according to generally accepted medical standards, designed to achieve maximum medical improvement in these conditions. Treatment must be provided by a doctor(s) whose specialty is most appropriate for your: (a) disability; and (b) any other conditions which left untreated would adversely affect your disabling condition; according to generally accepted medical standards. Generally accepted medical standards are those supported by nationally recognized authorities in the health care field including: the American Medical Association (AMA); the AMA Board of Medical Specialties; the Food and Drug Administration; the Centers for Disease Control; the National Cancer Institute; the National Institutes of Health; the Department of Health and Human Services; and any other agency of similar repute.

Rehabilitation Agreement  A formal agreement between: (a) you; (b) us; and (c) your employer, if needed. It outlines the rehabilitation program in which you agree to take part.

Rehabilitation Program  A program of work or job-related training for you that we approve in writing. Its aim is to restore your wage earning abilities.
Retirement Plan  A defined benefit or defined contribution plan funded wholly or in part by the employer's 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; (f) 401(k), 403(b), 457 or similar plans; or (g) stock ownership plans. Retirement Plan "retirement benefits" are lump sum or periodic payments at normal or early retirement. Some retirement plans make payments for disability (as defined by those plans) that start before normal retirement age. When such payments reduce the amount that would have been paid at normal retirement age, they are retirement benefits. When such payments do not reduce the normal retirement amount, they are "disability benefits."

Sickness  An illness or disease. Pregnancy is treated as a sickness under this plan.

We, Us, and Guardian  The Guardian Life Insurance Company of America.
CERTIFICATE AMENDMENT

Survivor and Accelerated Survivor Benefit

This rider amends the group long term disability plan to provide a Survivor Benefit and Accelerated Survivor Benefit.

Definitions of terms are defined in the plan.

When and How The Survivor Benefit Will be Paid:

We pay a survivor benefit if you die after you: (a) had been disabled for at least six months in a row; and (b) were entitled to receive at least one full monthly benefit. When we receive proof of your death, we pay your eligible survivor a lump sum benefit.

We pay a benefit equal to 3 times the amount of your last gross monthly benefit after it is reduced by disability earnings. But, we first apply such benefit to reduce any overpayment you may owe us.

If you have no eligible survivor, we pay this benefit to your estate.

Your eligible survivor is your spouse, if living.

If your spouse is not living, your eligible survivor is your: (a) unmarried child under age 20; and (b) unmarried child under age 26 who is enrolled as a full-time student at an accredited school. If there is more than one such child when you die, this benefit will be paid to each child in equal shares.

When and How The Accelerated Survivor Benefit Will be Paid:

If you have a terminal illness, we may accelerate payment of this plan’s survivor benefit.

For purposes of the accelerated survivor benefit, a terminal illness means a medical condition that is expected to result in your death within 24 months.

To receive an accelerated survivor benefit, you must: (a) be entitled to receive a monthly benefit from this plan; (b) request this benefit in writing; and (c) provide written proof of terminal illness from a doctor. However, we will not pay an accelerated survivor benefit if there are less than 24 months remaining in the maximum benefit period.

If you elect to receive an accelerated survivor benefit, no survivor benefit is payable upon your death.
The Guardian Life Insurance Company of America

Stuart J. Shaw  
Vice President, Risk Mgt. & Chief Actuary

CGP-3-A-LTD07-DC-SB

All Options
CERTIFICATE AMENDMENT

**Cost of Living Adjustment Benefit**

This rider amends the group long term disability plan to enable a cost of living adjustment.

Definitions of terms are defined in the plan.

**When and How This Rider’s Cost of Living Adjustment Benefit is Applied**

We apply a cost of living adjustment to your *monthly benefit* each year. This allows your *monthly benefit* to change with inflation. The cost of living benefit supplements this plan’s *monthly benefit* after it is adjusted for *disability earnings*.

**How the Cost of Living Adjustment Benefit is Calculated**

This benefit begins on the first day that follows or coincides with the date you are entitled to receive 12 monthly payments in a row from this plan.

When we make a cost of living adjustment, we add a cost of living benefit to your *monthly benefit* after it is adjusted for *disability earnings*. How we do this is shown below.

(a) Take your *monthly benefit* for the month before you are first entitled to a cost of living adjustment; and adjust it for *disability earnings*.

(b) Multiply the amount in (a) by the current cost of living factor.

(c) Add the result in (b) to the *monthly benefit*, after it is adjusted for *disability earnings*, that is currently payable.

The cost of living factor equals the lesser of: (a) one-half of the CPI- W from the prior December; and (b) 6%.

The cost of living adjustments may cause your benefit to be more than the maximum *monthly benefit*.

If the CPI-W drops, then the cost of living adjustment reflects the drop. But, your *monthly benefit* after it is adjusted for *disability earnings* will not be less than what it would have been in the absence of this benefit.

**When and How This Rider’s Cost of Living Adjustment Benefit Ends**

It ends when the maximum number of cost of living adjustments has been made. The maximum number of cost of living adjustments is 10.

**The Guardian** Life Insurance Company of America

Vice President, Risk Mgt. & Chief Actuary

CGP-3-A-LTD07-LA-COLA

B808.0263
CERTIFICATE AMENDMENT

This amendment is effective November 24, 2010, or the earlier of your coverage effective date or first renewal date following November 24, 2010.

This plan’s Claim Provisions are revised to read as follows:

Claim Provisions

Administration: We as a part of our routine operations apply the terms of this plan for making decisions, including making determination regarding eligibility, receipt of benefits and claims, or explaining our administrative policies, procedures, and processes.

Notice: You must send us written notice of his or her intent to file a claim under this plan as described in "Accident and Health Claims Provisions."

For details, 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 the employer, you, and the doctor(s) treating you for your sickness or injury. Proof of loss must be given to us within the time stated in "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.
Proof of loss, provided at your expense, consists of the following. Failure to provide this information may delay, suspend, reduce or terminate your benefits.

(a) The date disability began;
(b) Your last day of active work;
(c) The cause of disability;
(d) The extent of disability, including limitations and restrictions preventing you from performing the major duties of your own occupation and any gainful occupation.
(e) If your occupation requires that he or she carry liability or malpractice insurance, any changes to such insurance that become effective on or after the date of disability;
(f) Objective medical evidence in support of your limitations and restrictions, beginning with the date disability began;
(g) The prognosis of disability;
(h) The name and address of all doctors, hospitals and health care facilities where you have been treated for your disability since the date disability began;
(i) Proof that you: (i) are currently; and (ii) have been receiving regular and appropriate care from a doctor, from the date disability began;
(j) Proof of insured earnings, and, if applicable, disability earnings;
(k) Payroll or absence data from the employer for the three months prior to the date disability began, or other period we specify;
(l) Proof of application for all other sources of income to which you may be entitled, that may affect your payment from this plan; and
(m) Proof of receipt of other income that may affect your payment from this plan.

You provide objective medical evidence from a doctor who is not him or herself, your spouse, child, parent, sibling or business associate.

Proof of insured earnings and disability earnings may consist of: (1) copies of your W-2 forms; (2) payroll records from your employer(s); (3) copies of your U.S. Individual Income Tax Returns; (4) copies of the U.S. income tax returns from any business in which you hold an ownership or shareholder interest; (5) a statement from a certified public accountant; (6) copies of any income records accepted or required by the I.R.S; or (7) any other records we deem necessary.

Proof of loss and other claim data should be submitted to:

The Guardian Life Insurance Company of America
Group Long Term Disability Claims Department
P.O. Box 26025
Lehigh Valley, PA 18002-6025
Authorization Required: You must provide us with written, unaltered authorizations to obtain medical, financial, vocational, occupational, and governmental information required to determine our liability under this plan. You must provide us with such authorizations as often as we may require, in order that they remain current. Failure to provide such authorizations may delay, suspend or terminate your benefits.

Right to Request Medical, Financial or Vocational Assessment: We may ask you to take part in a medical, financial, vocational or other assessment that we feel is necessary to determine whether the terms of the plan are met. We may require this as often as we feel is reasonably necessary. We will pay for all such assessments. But, if you postpone a scheduled assessment without our approval, you will be responsible for any rescheduling fees. If you do not take part in or cooperate with the assessment, we have the right to stop or suspend your payments under this plan.

Ongoing Proof of Loss: To continue to receive payments from this plan, you must give us current proof of loss as often as we may reasonably require. Ongoing proof of loss must be provided to us within 30 days of the date we request it.

Payment of Benefits: We pay benefits to you, if you are legally competent. If you are not, we pay benefits to the legal representative of your estate. Benefits are paid in US dollars.

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

No benefits are payable for this plan’s elimination period.

Benefits to which 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.

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.

The Guardian Life Insurance Company of America

Vice President, Risk Mgt. & Chief Actuary

Stuart J Shaw

CGP-3-A-LTD-DC-11

B808.0484
CERTIFICATE AMENDMENT

(To be attached to certificates issued to employees)

This rider amends the Long Term Disability Income Insurance provisions of your certificate as follows:

1. The Long Term Disability Income Insurance Rehabilitation and Case Management provision is modified to provide that:

   - Rehabilitation and Case Management
     - 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. We have the right to suspend or end your monthly benefit if you do not accept it.
     - The rehabilitation program will start when a written rehabilitation program 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; and
       - (f) assistance with family care expenses you incur in order to participate in a rehabilitation program. (See the "Dependent Care Expenses" section of the plan.)
     - 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 benefit 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 may repay any enhanced benefits paid.

2. The Long Term Disability Income Insurance Dependent Care Expenses provision is modified to provide that:
Dependent Care Expenses

While you are participating in a rehabilitation program, we will pay a dependent care expense benefit, when all of the following conditions are met:

(a) you incur expense to provide care for a qualified dependent;

(b) the care is provided by a licensed provider other than a family member.

A qualified dependent is: (a) dependent upon you for main support and maintenance; and (b) under the age of fourteen and your: (i) biological child; (ii) lawfully adopted child; (iii) stepchild; or (iv) any other child who is living with you in a regular parent-child relationship; or (c) a family member age 14 or over who is physically or mentally incapable of caring for him or herself.

The dependent care expense benefit will be the lesser of: (a) $350 per month per qualified dependent; not to exceed $1,000 per month for all qualified dependents combined; and (b) the actual monthly day care expenses incurred by you.

We will stop paying the dependent care expense benefit on the earlier of the date you are no longer: (a) incurring dependent care expenses for a qualified dependent; (b) participating in a rehabilitation program; or (c) entitled to receive a monthly benefit from this plan.

This rider is part of this certificate. 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

Stuart J. Shaw
Vice President, Risk Mgt. & Chief Actuary

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