YOUR GROUP INSURANCE PLAN BENEFITS

WILLAMETTE UNIVERSITY
CLASS 0001
AD&D, OPTIONAL LIFE, LTD, LIFE, VOLUNTARY AD&D
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

Guardian
7 Hanover Square
New York, New York 10004

We, Guardian, certify that the employee named below is entitled to the insurance benefits provided by Guardian 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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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 Guardian.

The Guardian Life Insurance Company of America

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

CGP-OR-01

B851.0003
TABLE OF CONTENTS

The forms listed below are attached to and made part of this certificate. The listed forms describe the coverages which the Planholder has elected.

All terms in italics are defined terms with special meanings. Definitions are shown in the Glossary or are defined where they are used.

**Life and Accidental Death and Dismemberment Insurance**

- Eligibility for Life and Accidental Death and Dismemberment Coverages
  - Employee Coverage
  - Dependent Coverage
- Employee Basic Group Term Life Insurance
- Employee Voluntary Group Term Life Insurance
- Dependent Spouse and Child Voluntary Term Life Insurance
- Employee Basic Accidental Death and Dismemberment with Catastrophic Loss Benefits
- Dependent Voluntary Accidental Death and Dismemberment Catastrophic Loss Benefits

**Disability Income Insurance**

- Eligibility for Disability Income Replacement Coverage
  - Employee Coverage
  - Long Term Disability Income Insurance
GENERAL PROVISIONS

As used in this certificate:

"Accident and health" means any accidental death and dismemberment, dental, long term disability, short term disability, vision or critical illness insurance provided by this plan.

"Covered person" means you or any of your dependents insured by this plan, except in the "Repayment" section where "covered person" has a special meaning. See that section for details.

"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.

"Employer" and "Planholder" mean the employer who purchased this plan.


"Plan" means the Guardian group plan purchased by your employer, except in the "Coordination of Benefits" section where "plan" has a special meaning. See that section for details.

"You," "your," and "certificateholder" mean an employee covered by this plan.

CGP-OR-01

B854.0044
Limitation of Authority

No person, except by a writing signed by the President, a Vice President or a Secretary of 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 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.

Incontestability

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

No statement in any application made by a person insured under this plan will 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.

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.

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 will pay for all such examinations and autopsies.

Conformity with State Statute

The group plan is governed by the laws of the state of Oregon. However, with respect to this certificate, any terms which are in conflict with any insurance statute or regulation of the jurisdiction where the certificateholder resides and which are applied regardless of where the policy is issued, are hereby amended to conform to the minimum requirements of such statute or regulation.

This provision will apply only to those certificateholders who are residents of that other jurisdiction and who are insured by the group plan on the date the claim for benefits is made.
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
Written notice of an injury or sickness for which a claim is being made must be given to us within 20 days of the date the injury occurs or the sickness starts. This notice should include your name and plan number.

We will not void or reduce a claim if notice is not given within the required time. But, notice must be given to us as soon as reasonably possible.

Claim Forms
We will provide forms for filing proof of loss within 15 days of receipt of notice. But if we do not provide the forms on time, we will accept a written description and adequate documentation of the injury or sickness that is the basis of the claim as proof of loss. The nature and extent of the loss for which the claim is being made must be detailed.

Proof of Loss
Written proof of loss must be furnished to us at our designated office.

This proof must be furnished within 90 days of the loss.

We will not void or reduce a claim if proof is not given within the required time. But, proof must be given as soon as reasonably possible and, except in the absence of legal capacity, no later than one year from the time proof is otherwise required.

Claims Communications
We will reply, not later than the 30th day after receipt, to all pertinent communications about a pending claim from a claimant that reasonably indicates a response is expected.

Payment of Benefits
We completely discharge our liability for any amounts paid as follows: We will pay benefits for loss of income at least once per month for as long as we are liable, provided periodic written proof of loss is given to us as stated above. Any balance remaining unpaid at the end of our liability will be paid as soon as we receive due written proof.

We will pay all other accident and health benefits as soon as we receive written proof of loss.

Unless otherwise required by law or regulation, we pay all accident and health benefits to you if you are living. If you or any other payee is not living, we have the right to pay all accident and health benefits, except accidental death and dismemberment benefits, to one of the following: (a) your estate; (b) your spouse; (c) your parents; (d) your children; (e) your brothers and sisters; or (f) any unpaid provider of health care services.
See the section of this plan that describes accidental death and dismemberment benefits for employees for how these benefits are paid.

### Legal Actions

No legal action against this plan will be brought until 60 days from the date proof of loss has been given as stated above. And, no legal action will be brought against this plan after three years from the date written proof of loss is required to be given.

### 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

#### Repayment

We will not pay any benefits under this plan, to or on behalf of a covered person, who has received payment in whole or in part from a third party, or its insurer for past or future loss of earnings or accidental death or dismemberment benefits, resulting from the negligence, intentional act, or no-fault tort liability of a third party.

If a covered person or his or her beneficiary makes a claim to us for loss of earnings or accidental death or dismemberment benefits under this plan prior to receiving payment from a third party or its insurer, the covered person or his or her beneficiary must agree, in writing, to repay us from any amount of money they receive from the third party, or its insurer. This agreement will not apply to any damages awarded by a court for pain and suffering.

The repayment will be equal to the amount of benefits paid by us. However, the covered person or his or her beneficiary may deduct the reasonable pro-rata expenses incurred in effecting the third party payment from the repayment to us.

The repayment agreement will be binding upon the covered person or his or her beneficiary whether: (a) the payment received from the third party, or its insurer, is the result of a legal judgement, an arbitration award, a compromise settlement, or any other arrangement; or (b) the third party, or its insurer, has admitted liability for the payment; or (c) the, or loss of earnings, or accidental death or dismemberment benefits are itemized in the third party payment.

As used in this provision:

“Covered person” means you or your dependent, including the legal representative of a minor or incompetent, insured by this plan.

“Reasonable pro-rata expenses” are those costs, such as lawyers fees and court costs, incurred to effect a third party payment, expressed as a percentage of such payment.

“Third party” means anyone other than Guardian, the employer or the covered person.
All Options

ELIGIBILITY FOR LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES

All Options

Employee Coverage

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

Other Conditions  You (unless you are a qualified retiree) must:

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

(b) be regularly working at least the number of hours in the normal work week set by your employer (but not less than 30 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.

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

Part or all of your insurance amounts may be subject to proof that you are insurable. The Insurance Schedule explains if and when we require proof. You will not be covered for any amount that requires such proof until you give the proof to us and we approve it in writing.

If your employment ends before you meet any proof of insurability requirements that apply to you, you will still have to meet those requirements if you are later re-employed.
When Your Coverage Starts

Employee benefits that do not 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 will not 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 unless you are a qualified retiree. 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.

If you are a qualified retiree, you can not be confined to a hospital or other health care facility or home confined on the scheduled effective date of coverage. We will postpone your coverage until the day after you are discharged from such facility or are no longer home confined. And you must have also met all of the applicable conditions of eligibility and any applicable waiting period in order for coverage to start.

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.

Delayed Effective Date For Employee Voluntary Life Coverage

With respect to this plan’s employee voluntary group term life insurance, if you are not actively at work on the date your coverage is scheduled to start, due to sickness or injury, we will postpone coverage for an otherwise covered loss due to that condition. We will postpone such coverage until you complete 10 consecutive days of active work without missing a work day due to the same condition.

Coverage for an otherwise covered loss due to all other conditions will start on the date you return to active work.
All Options

When Your Coverage Ends

If you are an active employee, your coverage ends on the date you cease active work for any reason. Such reasons include disability, death, retirement (except for qualified retirees), 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, or working outside the United States for a United States based employer in a country or region approved by us.

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.

For Employee Basic Life and Accidental Death and Dismemberment Insurance pursuant to a severance agreement with the Employer for up to the earlier of: 3 years; or the date that you attain your Social Security Normal Retirement Age.

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

CGP-OR-LIFE-01

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.
- The end of a total leave period of 26 weeks in one 12 month period, in the case of an employee who cares for a covered servicemember. This 26 week total leave period applies to all leaves granted to the employee under this section for all reasons.
- The end of a total leave period of 12 weeks in: (a) any 12 month period, in the case of any other employee; or (b) any later 12 month period in the case of an employee who cares for a covered servicemember.
- The date on which your insurance would have ended had you not been on leave.
- 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.

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**Dependent Coverage**

**Eligible Dependents for Voluntary Dependent Life and Accidental Death and Dismemberment Benefits**

*Your* eligible dependents are: *your* legal spouse who is under age 70; and *your* unmarried dependent children who are 14 or more days old, until the day they reach age 26; and *your* unmarried dependent children, from age 26 until the day they reach age 26, who are enrolled as full-time students at accredited schools.

*Your* legal spouse includes a domestic partner when the domestic partnership is in accordance with Oregon law. We treat the domestic partner as a spouse in marriage and the domestic partnership as a marriage. Any reference to divorce or annulment shall also mean the dissolution of a domestic partnership.

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**Adopted Children and Step-Children**

*Your* "unmarried dependent children" include *your* legally adopted children and, if they depend on you for most of their support and maintenance, *your* step-children. *We* treat a child as legally adopted from the time the child is placed in *your* home for the purpose of adoption. *We* treat such a child this way whether or not a final adoption order is ever issued.

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**Dependents Not Eligible**

*We* exclude any dependent who is on active duty in any armed force.
All Options

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

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

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

CGP-OR-LIFE-01

All Options

When Dependent Coverage Starts  
In order for your dependent coverage to start you must already be insured for employee coverage, or enroll for employee and dependent coverage at the same time. Subject to the "Exception" stated below and to all of the terms of this plan, the date your dependent coverage starts depends on when you elect to enroll your initial dependents and agree to make any required payments.

If you do this on or before your eligibility date, the dependent's coverage is scheduled to start on the later of the first of the month which coincides with or next follows your eligibility date and the date you become insured for employee coverage.

If you do this within the enrollment period, the coverage is scheduled to start on the date you become insured for employee coverage.

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

Once you have dependent coverage for your initial dependents, you must notify us when you acquire any new dependents and agree to make any additional payments required for their coverage.
A newly acquired dependent will be covered for those dependent benefits not subject to proof of insurability from the date the dependent is first eligible, if you notify us and agree to make any additional payments within 31 days of the date the dependent is first eligible. If you notify us and agree to make any additional payments more than 31 days after the date the dependent is first eligible, a newly acquired dependent will be covered from the date you notify us and agree to make any additional payments.

If proof of insurability is required for dependent benefits as explained above, those benefits are scheduled to start, subject to the “Exception” stated below, on the effective date shown in the “Endorsement” section of your application, provided that you send us the proof we require and we approve that proof in writing.

A copy of the approved application is furnished to you.

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All Options

Exception

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

CGP-OR-LIFE-01  

All Options

When Dependent Coverage Ends

Dependent coverage ends for all of your dependents when your coverage ends. Dependent coverage also ends for all of your dependents when you stop being a member of a class of employees eligible for such coverage. And it ends when this plan ends, or when dependent coverage is dropped from this plan for all employees or for your class.

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

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

Read this plan carefully if dependent coverage ends for any reason. Dependents may have the right to continue certain group benefits for a limited time. And they may have the right to replace certain group benefits with converted policies.
**GROUP TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE SCHEDULE**

**Employee Basic Term Life Insurance**

<table>
<thead>
<tr>
<th>Basic Term Life Insurance Amount</th>
<th>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 $1,000,000.00, but not less than $20,000.00.</th>
</tr>
</thead>
</table>

**Redetermination**

Subject to any of the plan’s proof of insurability requirements, your basic life insurance amount will be redetermined each April 1st, to an amount in accordance with the parameters enumerated above, on the basis of your then current annual earnings. If the employee is not actively at work on that date, his or her insurance amount will be redetermined on the date he or she returns to active work. However, if your benefits were previously reduced because of an age or retirement reduction, the benefit will not be redetermined due to the 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 Insurance Amount Based on Age

If you are less than age 70 when your insurance under this plan starts, your insurance amount is reduced, on the date you reach age 70, by 33% of the amount which otherwise applies to your classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to your initial insurance amount if your insurance starts after you reach age 70 but before you reach age 75.

If you are less than age 75 when your insurance under this plan starts, your insurance amount is reduced, when you reach age 75, by 50% of the amount which otherwise applies to your classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to your initial insurance amount if your insurance starts after you reach age 75.

All Options

Proof of Insurability Requirements

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

We require proof as follows:

All Options

We require proof for amounts of basic term life insurance in excess of $600,000.00.

All Options

For Employees Under Age 65

After we have approved the initial excess amount, we require proof for additional amounts on the earlier of: (a) the date further salary increases, when combined, would increase your group term life benefit by more than $25,000.00 since we last approved proof for you; or (b) on the date it has been three years or more since we last approved you.

If this plan’s maximum group term life benefit exceeds $1,000,000.00, we require proof for all amounts in excess of $1,000,000.00.

All Options

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

**Basic AD&D 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 $1,000,000.00, but not less than $20,000.00.

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All Options

**Spousal Education and Retraining Benefit**

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<th>Lifetime Maximum Benefit</th>
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<tbody>
<tr>
<td>Maximum Number of Benefit Payments</td>
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<tr>
<td>Full-Time Post Secondary Education</td>
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<tr>
<td>Part-Time Post Secondary Education</td>
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All Options

**Dependent Child Education Benefit**

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<th>Lifetime Maximum Benefit</th>
<th>$20,000.00 per eligible dependent</th>
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<tbody>
<tr>
<td>Maximum Number of Benefit Payments</td>
<td>8 per lifetime per eligible dependent</td>
</tr>
<tr>
<td>Maximum Benefit Period</td>
<td>6 years from the date the first education benefit is made; per eligible dependent.</td>
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All Options

**Redetermination**
Subject to any of the plan’s proof of insurability requirements, your basic AD&D insurance amount will be redetermined each April 1st, to an amount in accordance with the parameters enumerated above, on the basis of your then current annual earnings. If the employee is not actively at work on that date, the insurance amount will be redetermined on the date he or she returns to active work. However, if your benefits were previously reduced because of an age or retirement reduction, the benefit will not be redetermined due to the change in earnings.
Employee Basic Accidental Death
and Dismemberment Insurance (AD&D) (Cont.)

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.

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All Options

Reduction of Basic AD&D Amount Based on Age

If you are less than age 70 when your insurance under this plan starts, your insurance amount is reduced, on the date you reach age 70, by 33% of the amount which otherwise applies to your classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to your initial insurance amount if your insurance starts after you reach age 70 but before you reach age 75.

If you are less than age 75 when your insurance under this plan starts, your insurance amount is reduced, when you reach age 75, by 50% of the amount which otherwise applies to your classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to your initial insurance amount if your insurance starts after you reach age 75.

CGP-OR-LIFE-01

All Options

Proof of Insurability Requirements

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

We require proof as follows:
We require proof for amounts of basic AD&D insurance in excess of $600,000.00.

For Employees Under Age 65

After we have approved the initial excess amount, we require proof for additional amounts on the earlier of: (a) the date further salary increases, when combined, would increase an employee’s group AD&D benefit by more than $50,000.00 since we last approved proof for the employee; or (b) on the date it has been three years or more since we last approved the employee.

If this plan’s maximum group AD&D benefit exceeds $1,000,000.00, we require proof for all amounts in excess of $1,000,000.00.

You may choose to be insured under the plan of voluntary term life insurance shown below. You must notify your employer of your election and pay the required premium.

You may elect amounts of voluntary term life insurance in increments of $10,000.00, but your amount may not be less than $10,000.00 and the amount may not exceed the lesser of: (1) $600,000.00 or (2) 5 times your annual salary.
All Options

Reduction of Voluntary Life Insurance Amount Based on Age

If you are less than age 70 when your insurance under this plan starts, your insurance amount is reduced, on the date you reach age 70, by 33% of the amount which otherwise applies to your classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to your initial insurance amount if your insurance starts after you reach age 70 but before you reach age 75.

If you are less than age 75 when your insurance under this plan starts, your Voluntary life insurance amount is reduced, when you reach age 75, by 50% of the amount which otherwise applies to your classification and/or option. But in no case will such reduced amount be less than $1,000.00.

The preceding reduction also applies to your initial insurance amount if your insurance starts after you reach age 75.

CGP-OR-LIFE-01  B865.0179

All Options

Proof of insurability Requirements

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

We require proof as follows:

CGP-OR-LIFE-01  B865.0188

All Options

We require proof before you switch from your current increment of voluntary term life insurance to an increment which provides a greater amount of insurance.

All Options

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

All Options

We require proof for amounts of voluntary term life insurance in excess of $300,000.00.
For Employees Under Age 65  

After we have approved the initial excess amount, we require proof for additional amounts on the earlier of: (a) the date further salary increases, when combined, would increase your voluntary life benefit by more than $25,000.00 since we last approved proof for you; or (b) on the date it has been three years or more since we last approved you.

If this plan’s maximum voluntary life benefit exceeds $1,000,000.00, we require proof for all amounts in excess of $1,000,000.00.

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

You may choose to be insured under the plan of voluntary AD&D insurance which is equal to 100% of the voluntary life amount. You may only be insured under one plan at a time. You must notify the employer of your election and pay the required premium.

Plan A

You may elect amounts of voluntary AD&D insurance in increments of $10,000.00, but your amount may not be less than $10,000.00 and the amount may not exceed the lesser of: (1) $600,000.00 or (2) 5 times your annual salary.

Spousal Education and Retraining Benefit

$20,000

Full-Time Post Secondary Education ................................. 8
Part-Time Post Secondary Education ................................. 4
Employee Voluntary Contributory Accidental Death and Dismemberment Insurance (AD&D) (Cont.)

All Options

Dependent Child Education Benefit

<table>
<thead>
<tr>
<th>Lifetime Maximum Benefit</th>
<th>$20,000.00 per eligible dependent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Number of Benefit Payments</td>
<td>8 per lifetime per eligible dependent</td>
</tr>
<tr>
<td>Maximum Benefit Period</td>
<td>6 years from the date the first education benefit is made; per eligible dependent.</td>
</tr>
</tbody>
</table>

CGP-OR-LIFE-01 B865.0278

All Options

Reduction of Voluntary 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 but before he or she reaches age 75.

If an employee is less than age 75 when his or her insurance under this plan starts, the employee’s optional life insurance amount is reduced, when he or she reaches age 75, by 50% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than $1,000.00.

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

CGP-OR-LIFE-01 B865.0766
Dependent Voluntary Term Life Insurance

You may choose one of the plans of dependent spouse voluntary term life insurance, and one of the plans of dependent child voluntary term life insurance shown below. You may only be insured under one spouse plan and one child plan at a time. You must notify your employer of your elections and pay the required premium.

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

Plan A

You may elect amounts of optional dependent spouse term life insurance, up to 100% of the employee’s optional term life amount, in increments of $10,000.00, but the amount may not be less than $10,000.00 and may not exceed $250,000.00.

Plan B

<table>
<thead>
<tr>
<th>Child’s Age At Death</th>
<th>Benefit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 14 days but less than 6 months</td>
<td>$ 5,000.00</td>
</tr>
<tr>
<td>At least 6 months but less than 26 years</td>
<td>$ 5,000.00</td>
</tr>
<tr>
<td>At least 26 years but less than 26 years if a full-time student</td>
<td>$ 5,000.00</td>
</tr>
</tbody>
</table>

Plan B

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<tr>
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</tr>
<tr>
<td>At least 6 months but less than 26 years</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td>At least 26 years but less than 26 years if a full-time student</td>
<td>$ 10,000.00</td>
</tr>
</tbody>
</table>
All Options

In no event may the insurance amount of your dependent spouse exceed 100% of your voluntary term life insurance amount.

CGP-OR-LIFE-01

B865.0947

All Options

In no event may the insurance amount of your dependent child exceed 100% of your voluntary term life insurance amount.

CGP-OR-LIFE-01

B865.0950

Proof of Insurability Requirements

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

We require proof as follows:

CGP-OR-LIFE-01

B865.0364

All Options

We require proof before you switch from your current increment of dependent voluntary term life insurance to an increment which provides a greater amount of insurance.

CGP-OR-LIFE-01

B865.0365

All Options

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

CGP-OR-LIFE-01

B865.0371

All Options

We require proof for any amount of dependent voluntary term life insurance in excess of $20,000.00 with respect to your dependent spouse.

CGP-OR-LIFE-01

B865.0372

All Options

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

CGP-OR-LIFE-01

B865.0384
Dependent Voluntary Term Life Insurance (Cont.)

All Options

We require proof for any increase in the amount of dependent voluntary term life insurance with respect to a dependent child.

CGP-OR-LIFE-01 B865.0388

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

All Options

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

CGP-OR-LIFE-01 B865.0775

All Options

Plan A

An amount of voluntary dependent child term AD&D Insurance, as elected by you, up to 100% of your amount of voluntary term AD&D insurance, in increments of $10,000.00, but the amount may not be less than $10,000.00 and may not exceed $250,000.00.

CGP-OR-LIFE-01 B865.0958

All Options

Plan A

Child’s Age At Death Benefit Amount

At least 14 days but less than 6 months $5,000.00
At least 6 months but less than 26 years $5,000.00
At least 26 years but less than 26 years if a full-time student $5,000.00

CGP-OR-LIFE-01 B865.0885
Plan B

Child’s Age At Death

<table>
<thead>
<tr>
<th>Benefit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 14 days but less than 6 months</td>
</tr>
<tr>
<td>At least 6 months but less than 26 years</td>
</tr>
<tr>
<td>At least 26 years but less than 26 years if a full-time student</td>
</tr>
</tbody>
</table>

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

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

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

We require proof as follows:

We require proof before we will insure any employee who enrolls for voluntary accidental death and dismemberment insurance after the time allowed for enrolling as specified in this plan.

We require proof before an employee switches from his or her current plan of voluntary accidental death and dismemberment insurance to a plan which provides greater benefits.
Employee Basic Group Term Life Insurance

**Basic Life Benefit**
If you die while insured for this benefit, we will pay your beneficiary the amount shown in the schedule.

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

**The 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 have assigned this insurance. But the change will not take effect until your employer gives you written confirmation of the change. This change will take effect on the date the notice is signed, subject to our receipt of the notice. But, it will not apply to any amount paid by us before we receive the notice.

If you named more than one person, but did not tell us what their shares should be, they will share equally. If someone you named dies before you do, that person’s share will be divided equally by the beneficiaries still alive, unless you have told us otherwise.

If there is no beneficiary when you die, we will 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 this Life Insurance**
If you assign this insurance, you permanently transfer all of 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 will recognize an assignee as the owner of the rights assigned only if: (a) the assignment is in writing and signed by you; and (b) a signed or certified copy of the written assignment has been received and approved by us.

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

We suggest you speak to a lawyer before you make any assignment. If you decide you want to assign this insurance, write to us for details.

**Payment to a Minor or Incompetent**
If your beneficiary is a minor or incompetent, we will pay this insurance to the person who cares for and supports the beneficiary. We have the right to pay in monthly installments. We completely discharge our liability for any amounts paid this way.
Payment of Funeral or Last Illness Expenses

We have the option of paying up to $500.00 of this insurance to any person who incurs expenses for your funeral or last illness.

Payment of the Life Benefit

If you or your beneficiary asks us, we will 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.

If a lump sum payment is requested, and if we fail to pay this insurance within 30 days of receipt of proof of death, we will pay interest on any amount due and unpaid after the end of the 30 day period. Interest will be computed at the current withdrawal interest rate for life policies issued by us. We will compute the interest from the date of your death until the date of payment.

We completely discharge our liability for any amounts paid this way.

All Options

Employee Voluntary Group Term Life Insurance

Life Benefit

Subject to the limitations and exclusions below, if you die while insured for this benefit, we will pay your beneficiary the amount shown in the schedule for the plan of benefits you have elected. The life benefit may be subject to reductions based on your age. These reductions are also shown in the schedule. Your benefit amount, a portion thereof, or increases in such amount may not become effective until you submit proof of insurability to us, and we approve it in writing. These requirements are also shown in the schedule.

Proof of Death

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

Suicide Exclusion

We pay no benefits if your death is due to suicide, if such death occurs within two years from your voluntary group term life insurance effective date under this plan. Also, we pay no increased benefit amount if your death is due to suicide, if such death occurs within two years from the effective date of the increase.

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 amount 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 will increase your benefit amount by another $5,000.00, for a total increase of $15,000.00.
The 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 have assigned this insurance. This change will take effect on the date the notice is signed, subject to our receipt of the notice. But, it will not apply to any amount paid by us before we receive the notice.

If you named more than one person, but did not tell us what their shares should be, they will share equally. If someone named dies before you do, that person’s share will be divided equally by the beneficiaries still alive, unless you tell us otherwise.

If there is no beneficiary when you die, we will 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 this Life Insurance

If you assign this insurance, you permanently transfer all of 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 will recognize an assignee as the owner of the rights assigned only if: (a) the assignment is in writing and signed by you; and (b) a signed or certified copy of the written assignment has been received and approved by us.

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

We suggest you speak to a lawyer before you make any assignment. If you decide you want to assign this insurance, write to us for details.

Payment to a Minor or Incompetent

If your beneficiary is a minor or incompetent, we will pay this insurance to the person who cares for and supports the beneficiary. We have the right to pay in monthly installments. We completely discharge our liability for any amounts paid this way.

Payment of Funeral or Last Illness Expense

We have the option of paying up to $500.00 of this insurance to any person who incurs expenses for your funeral or last illness.

Payment of the Life Benefit

If you or your beneficiary asks us, we will 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.

If a lump sum payment is requested, and if we fail to pay this insurance within 30 days of receipt of proof of death, we will pay interest on any amount due and unpaid after the end of the 30 day period. Interest will be computed at the current withdrawal loan interest rate for life policies issued by us. We will compute the interest from the date of your death until the date of payment.

We completely discharge our liability for any amounts paid this way.
THE FOLLOWING PROVISION APPLIES TO EMPLOYEE BASIC TERM LIFE INSURANCE:

Converting This Group Term Life Insurance

If Employment or Eligibility Ends

Your group life insurance ends if: (a) your employment ends; or (b) you stop being a member of an eligible class of employees. If either happens, you can convert your group life insurance to an individual life insurance policy. Conversion choices are based on your disability status.

If you are not disabled, as defined in the "Extended Life Benefit With Waiver of Premium" section, 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 "Extended Life Benefit With Waiver of Premium" section; 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 "Interim Term Insurance section. 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 "Extended Life Benefit With Waiver of Premium" section, 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) $10,000.00; 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 "Extended Life Benefit With Waiver of Premium" section; 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 "Extended Life Benefit With Waiver of Premium" section 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, we have not approved you 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 will not ask for proof that you are insurable.

Death During the Conversion Period

If you die in the 31 days allowed for conversion, we will pay your beneficiary the amount you could have converted. We will pay whether or not you applied for conversion.

CGP-OR-LIFE-01

All Options

THE FOLLOWING PROVISION APPLIES TO EMPLOYEE VOLUNTARY GROUP TERM LIFE INSURANCE:

Converting This Group Term Life Insurance (Cont.)
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 "Extended Life Benefit With Waiver of Premium" section, 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) $10,000.00; 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 "Extended Life Benefit With Waiver of Premium" section; 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 "Extended Life Benefit With Waiver of Premium" section 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, we have not approved you 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 will not ask for proof that you are insurable.

Death During the Conversion Period

If you die in the 31 days allowed for conversion, we will pay your beneficiary the amount you could have converted. We will pay whether or not you applied for conversion.
Employee Accelerated Life Benefit

IMPORTANT NOTICE: USE OF THE BENEFIT PROVIDED BY THIS SECTION MAY HAVE TAX IMPLICATIONS AND MAY AFFECT GOVERNMENT BENEFITS OR CREDITORS. 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 terminal condition you may apply for the 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.

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 your 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) 75% of the inforce amount. The maximum benefit amount is the lesser of: (a) $500,000.00; or (b) 75% of the inforce amount.

Discount

The amount for which you apply is discounted to the present value in six months from the date the benefit is paid, based on the following maximum interest rate. The maximum interest rate used will not be more than the greater of: (a) the current yield on 90 day treasury bills; or (b) the current maximum statutory adjustable policy loan interest note 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 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. We completely discharge our liability for any amounts paid this way. And what we pay is subject to all of the other terms of this plan.

How and When to Apply

To receive an Accelerated Life Benefit, you must send us written proof from a doctor 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 will 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; (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.

Please read "Your Remaining Group Term Life Insurance" 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 cannot 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 your 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.
Your Accelerated Life Benefit (Cont.)

The total amount of group term life insurance the 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, the beneficiary will receive the amount of your 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.

Defined Terms

As used in this section:

“Group term life insurance” means any Employee Basic Group Term Life Insurance and Employee Voluntary Group Term Life Insurance for which you are insured under this plan. "Group term life insurance" does not mean any 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 six month period after the date you apply for the Accelerated Life Benefit.

“Gross amount” means the amount of an Accelerated Life Benefit elected by you, before the discount is subtracted.

“Terminal condition” means a medical condition that is expected to result in your death within 6 months.

CGP-OR-LIFE-01 B870.0022

All Options

Extended Life Benefit With Waiver Of Premium

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 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", we will extend your basic life insurance under this section without payment of premiums from you or your 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 care by a doctor that is 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 within one year of the onset of that disability. Any claim filed after one year from the onset of total disability will be denied, 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 nine continuous months.

You are encouraged to 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 continued disability and doctor’s regular care must be provided to us within 30 days of the date we make each such request.

We can require you to take part in a medical assessment, with a medical professional of our choice, as often as we feel is reasonably necessary during the first two years we have extended your life benefits. But after two years, we can not have you examined more than once a year.

Until You Have Been Approved for this Extended Life Benefit
Your life insurance under the group plan may end after you have become totally disabled, but before we have 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 your employer until you are approved or declined for this extended life benefit; or

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

However, if this group plan terminates and you are totally disabled and eligible, but not yet approved, for this extended benefit, you must convert to an individual permanent or term policy and 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 will 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 at no further cost to you or your employer.

When this Extension Begins

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

(a) nine continuous months from the date you cease active work due to total disability; or

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

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 care by a doctor that is 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 employee, you can convert as if your employment just ended. Read the "Converting This Group Term Life Insurance" section.

If You Die While Covered by this Extension

If you die while covered by this extension we will pay your beneficiary the amount for which you were covered as of your last day of active work, subject to all reductions which would have applied had you stayed an active employee. The benefit amount is also subject to reduction which applies at retirement. We will use your Social Security Normal Retirement Age, as defined in the 1983 amendment to the Social Security Act, to determine when to apply the retirement reduction to your extended life benefit.

Proof of Death

We will 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.
Important Notice

This section applies to your voluntary 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 voluntary life insurance, you must convert your dependent coverage to 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 “How and When to Apply”, we will extend your voluntary life insurance under this section without payment of premiums from you or your 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 care by a doctor that is 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 within one year of the onset of that disability. Any claim filed after one year from the onset of total disability will be denied, 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 nine continuous months.

You are encouraged to 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 continued disability and doctor’s regular 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 professional of our choice, as often as we feel is reasonably necessary during the first two years we have extended your life benefits. But after two years, we can not have you examined more than once a year.

Until You Have Been Approved for this Extended Life Benefit

Your life insurance under the group plan may end after you have become totally disabled, but before we have 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 your employer until you are approved or declined for this extended life benefit; or

(b) convert to an individual permanent or term policy. Please read the “Converting This Group Term Life Insurance” section for details on how to convert.
However, if this group plan terminates and you are totally disabled and eligible, but not yet approved, for this extended benefit, you must convert to an individual permanent or term policy and 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 will 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 at no further cost to you or your employer.

**When this Extension Begins**

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

(a) nine continuous months from the date you cease active work due to total disability; or

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

**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 care by a doctor that is 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 employee, you can convert as if your employment just ended. Read the section “Converting This Group Term Life Insurance” section.

**If You Die While Covered by this Extension**

If you die while covered by this extension we will pay your beneficiary the amount for which you were covered as of your last day of active work, subject to all reductions which would have applied had you stayed an active employee. The benefit amount is also subject to reduction which applies at retirement. We will use your Social Security Normal Retirement Age, as defined in the 1983 amendment to the Social Security Act, to determine when to apply the retirement reduction to your extended life benefit.

**Proof of Death**

We will 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.
**All Options**

**Dependent Spouse and Child Voluntary Term Life Insurance**

**The Choices**
You may choose one of the plans of dependent spouse voluntary term life insurance, and one of the plans of dependent child voluntary term life insurance offered by your employer. These plans are shown in the schedule. However, you can only be insured under one spouse plan and one child plan at a time. You must notify your employer of your elections, and pay the required premium.

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

**The Benefit**
Subject to the limitations and exclusions shown below, if one of your dependents dies while insured for this benefit, we pay the amount shown in the schedule for the plan you have elected. We pay this insurance as soon as we receive written proof of death which is acceptable to us. You must send the proof to us as soon as possible.

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

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

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

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

**Payment of the Life Benefit**
We will pay this insurance in a lump sum.

If we fail to pay this insurance within 30 days of receipt of proof of death, we will pay interest on any amount due and unpaid after the end of the 30 day period. Interest will be computed at the current withdrawal loan interest rate for life policies issued by us. We will compute the interest from the date of your dependent’s death until the date of payment.

We completely discharge our liability for any amounts paid this way.
Converting This Dependent Term Life Insurance

If Your Group Life Insurance Ends or You Stop Being Eligible

Dependent term life insurance ends for all of your dependents when your group life insurance ends. Your insurance ends when: (a) your employment ends; (b) you stop being a member of a class of employees eligible for employee group life insurance; (c) your group life insurance is extended under the Extended Life Benefit provision; or (d) you die.

Dependent term life insurance also ends when you stop being a member of a class of employees eligible for dependent term life insurance.

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

If this Plan Ends or Life Insurance Is Dropped

Dependent term life insurance also ends for all of your dependents when this plan ends. And it ends if either employee or dependent term life insurance is dropped from this plan for all employees or for your class.

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

If a Dependent Stops Being Eligible

A dependent’s term life insurance ends when he or she stops being an eligible dependent. This happens to a child when he or she reaches the limiting age shown in the schedule or when he or she marries. And it happens to a spouse when a marriage ends in legal divorce or annulment. If a dependent stops being eligible, that dependent can convert all or part of his or her insurance.

The Converted Policy

The dependent can convert to one of the individual life insurance policies we normally issue. That policy can not include disability benefits. And it can not be a term policy.

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

Write to us for details.

How and When to Convert

To get a converted policy, the dependent must apply to us in writing and pay the required premium. He or she has 31 days after his or her group insurance ends to do this. We will not ask for proof that the dependent is insurable. If the dependent is a minor or not competent, the person who cares for and supports the dependent may apply for him or her.

Death During the Conversion Period

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

CGP-OR-LIFE-01
Employee Basic Accidental Death and Dismemberment
With Catastrophic Loss Benefits

The Benefit

We will 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 180 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 will not pay more than 100% of the Insurance Amount for all losses due to the same accident, except under the 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 will pay benefits as soon as we receive proof of loss which is acceptable to us. This should be sent to us as soon as possible.

We will pay this insurance in a lump sum.

We completely discharge our liability for any amounts paid this way.

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 will increase your benefit by another $5,000.00, for a total increase of $15,000.00.

Repatriation Benefit

For covered loss of life due to an accident which occurs at least 75 miles from 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 will not 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;

- 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 voluntary use of a controlled substance, unless: (1) it was prescribed for you by a doctor; and (2) it was used as prescribed. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time.

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;

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

(c) we receive proof of your spouse’s enrollment in an institute of higher learning. Your 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.

What We Pay

Subject to all the terms of this plan, the Spousal Education and Retraining Benefit per academic term is equal to the least 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; or (iii) $2,500.00.

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

We pay this benefit to the person who has primary responsibility for these expenses.
This benefit is paid per academic term. Benefit duration is based on whether the spouse is enrolled in a part-time or full-time course of study. See the Employee Basic Accidental Death and Dismemberment Insurance Schedule.

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; or

(e) the date the maximum number of benefit payments, shown in the schedule, is reached.
Spousal Education and Retraining Benefit (Cont.)

Defined Terms  As used in this section:

“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.

“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.

CGP-OR-LIFE-01 B876.0051

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 (ADDCL) Benefit, 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.

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.

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

(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; or

(d) four years from the date the first day care expense benefit is paid.
Defined Terms  As used in this section:

"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" means a child who 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.

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 (ADDCL) Benefit, due to a specified loss; and

(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.

What We Pay

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

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

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

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

### Continued Eligibility for Dependent Education Benefit

We require periodic proof that a dependent remains a qualified dependent, as defined below. 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 below;

(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; or

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

As used in this section:

"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" means a dependent who meets 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.

"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.

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All Options

Employee Voluntary Accidental Death and Dismemberment With Catastrophic Loss Benefits

The Choices

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

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

We will 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 180 days of the date of the accident.

Covered Losses

Benefits will be paid according to the plan you have elected, 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>
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<tbody>
<tr>
<td>Loss of Life</td>
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**CATASTROPHIC LOSS BENEFITS**

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<tr>
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<td>Comatose state, in excess of one month</td>
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</tr>
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<td>Hemiplegia (total paralysis of upper and lower limbs, unilaterally)</td>
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</tr>
<tr>
<td>Loss of speech or hearing (both ears)</td>
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</tr>
</tbody>
</table>

For covered multiple losses due to the same accident, *we* will pay 100% of the Insurance Amount. We will not pay more than 100% of the Insurance Amount for all losses due to the same accident, except under the 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 described below.

For all other covered losses, *we* pay you, if you are living. If not, *we* pay the beneficiary described below.

*We* will pay benefits as soon as *we* receive proof of loss which is acceptable to *us*. This should be sent to *us* as soon as possible.

*We* will pay this insurance in a lump sum.

*We* completely discharge our liability for any amounts paid this way.
Employee Voluntary Accidental Death and Dismemberment
With Catastrophic Loss Benefits (Cont.)

The Beneficiary
You decide who gets this insurance if you die. You should have named a beneficiary on your enrollment form. You can change your beneficiary at any time by giving your employer written notice, unless you have assigned this insurance. This change will take effect on the date the notice is signed, subject to our receipt of the notice. But, it will not apply to any amount paid by us before we receive the notice.

If you named more than one person, but did not tell us what their shares should be, your insurance will be divided equally by the beneficiaries still alive, unless you tell us otherwise.

If there is no beneficiary when you die, we will 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.

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 will increase your benefit by another $5,000.00, for a total increase of $15,000.00.

Repatriation Benefit
For covered loss of life due to an accident which occurs at least 75 miles from 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 will not 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;
- while you are a member of any armed force;
Employee Basic Accidental Death and Dismemberment
With Catastrophic Loss Benefits (Cont.)

- 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 voluntary use of a controlled substance, unless: (1) it was prescribed for you by a doctor; and (2) it was used as prescribed. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time.

CGP-OR-LIFE-01 B876.0063

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 Voluntary Accidental Death and Dismemberment with Catastrophic Loss (ADDCL) Benefit, due to a specified loss;

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

(c) we receive proof of your spouse’s enrollment in an institute of higher learning. Your 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.

What We Pay

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

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

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

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

(e) the date the maximum number of benefit payments, shown in the schedule, is reached.
Defined Terms  As used in this section:

“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.

“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.

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 Voluntary Accidental Death and Dismemberment with Catastrophic Loss (ADDCL) Benefit, 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.

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.

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

(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; or

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

As used in this section:

“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” means a child who 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.

All Options

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 Voluntary Accidental Death and Dismemberment with Catastrophic Loss (ADDCL) Benefit, due to a specified loss; and

(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.

What We Pay

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

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

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

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

**Continued Eligibility for Dependent Education Benefit**

*We* require periodic proof that a dependent remains a *qualified dependent*, as defined below. *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 below;

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

(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; or

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

As used in this section:

"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" means a dependent who meets 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.

"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.

All Options

Dependent Voluntary Accidental Death and Dismemberment
With Catastrophic Loss Benefits

The Benefit

We will pay the benefits described below if a covered dependent suffers an irreversible covered loss due to an accident that occurs while he or she is insured. The loss must be a direct result of the accident, independent of all other causes. And, it must occur within 180 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
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For covered multiple losses due to the same accident, we will pay 100% of the Insurance Amount. We will not pay more than 100% of the Insurance Amount for all losses due to the same accident, except under the 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.
If loss of life benefits are payable under this plan for both you and your spouse, we will increase the benefit payable on behalf of the insured dependent spouse. In lieu of the spouse’s insurance amount, we will pay 100% of the your insurance amount, to a maximum of $250,000. The following conditions must be met:

(a) coverage must be in force on the date of the accident; and

(b) both you and your spouse die due to injuries sustained in the same accident; or you and your spouse die due to injuries sustained in separate accidents that occur within the same 24 hour period.

Payment of Benefits

For all covered losses, we pay you, if you are living. If you are not living, and the dependent was your child, we pay your spouse. If your spouse is not living, we pay the child’s living brothers and sisters in equal shares. If there are none, we pay the child’s estate. If the dependent was your spouse, we pay the spouse’s estate.

We will pay benefits as soon as we receive proof of loss which is acceptable to us. This should be sent to us as soon as possible.

We will pay this insurance in a lump sum.

We completely discharge our liability for any amounts paid this way.

All Options

Seatbelt and Airbag Benefits

If a dependent dies as a direct result of a motor vehicle accident while properly wearing a seatbelt, we will increase his or her benefit amount by $5,000.00. And if a dependent dies as a direct result of a motor vehicle accident while both: (a) properly wearing a seatbelt; and (b) sitting in a seat equipped with an airbag; we will increase his or her benefit by another $2,500.00, for a total increase of $7,500.00.

Repatriation Benefit

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

Exclusions

We will not pay for any loss caused directly or indirectly:

- by willful self-injury, suicide, or attempted suicide;
- by sickness, disease, mental infirmity, medical or surgical treatment;
- by a dependent taking part in a riot or other civil disorder; or in the commission of or attempt to commit a felony;
- by travel on any type of aircraft if the dependent is an instructor or crew member; or has any duties at all on that aircraft;
- by declared or undeclared war or act of war;
- while the dependent is a member of any armed force;
Your Dependent Voluntary Accidental Death And Dismemberment
With Catastrophic Loss Benefits (Cont.)

- while the dependent is a driver in a motor vehicle accident, if he or she does not hold a current and valid driver’s license;
- by the dependent’s legal intoxication; this includes, but is not limited to, the dependent’s operation of a motor vehicle; or
- by the dependent’s voluntary use of a controlled substance, unless: (1) it was prescribed for the dependent by a doctor; and (2) it was used as prescribed. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time.

CGP-OR-LIFE-01 B876.0079

All Options

Spousal Education And Retraining Benefit

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

When and How the Spousal Education and Retraining Benefit Begins

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

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

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

(c) we receive proof of your enrollment in an institute of higher learning. You 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.

What We Pay

Subject to all the terms of this plan, the Spousal Education and Retraining Benefit per academic term is equal to the least of: (i) your net tuition expense for the term; (ii) 5% of the Dependent Voluntary ADDCL Benefit paid as a result of the specified loss; or (iii) $2,500.00.

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

This benefit is paid per academic term. Benefit duration, as shown in the schedule, is based on whether you are enrolled in a part-time or full-time course of study.

Continued Eligibility for the Spousal Education and Retraining Benefit

We require periodic proof of your continued enrollment in an institute of higher learning. You 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) your tuition expenses; and (b) any scholarships and grants you are 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 you are no longer enrolled in an institute of higher learning;

(b) the date you fail to maintain a minimum grade point average, as required above;

(c) the date you fail to furnish proof as required above;

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

(e) the date the maximum number of benefit payments, shown in the schedule, is reached.
Spousal Education and Retraining Benefit (Cont.)

Defined Terms
As used in this section:

“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.

“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 you are entitled.

CGP-OR-LIFE-01 B876.0085

All Options

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

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

(a) a benefit is payable under this plan’s Dependent Voluntary Accidental Death and Dismemberment with Catastrophic Loss (ADDCL) Benefit, due to your covered spouse’s specified loss; and

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

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.

If this benefit is payable under both an Employee ADDCL plan and a Dependent ADDCL plan, the total day care expense benefit paid will not exceed the actual annual day care expenses for all of 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 below;

(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; or

(d) four years from the date the first day care expense benefit is paid.
Defined Terms  As used in this section:

"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" means a child who 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.

All Options

Dependent Child Education Benefit

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

When and How the Dependent Child Education Benefit Begins

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

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

(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.

What We Pay

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

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

We pay this benefit per academic term for each qualified dependent.
Dependent Child Education Benefit (Cont.)

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 below. 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 below;
(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; or
(e) the date the maximum benefit period, shown in the schedule, is reached.
Defined Terms As used in this section:

"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" means a dependent who meets 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.

"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.
DISABILITY INCOME INSURANCE

ELIGIBILITY FOR DISABILITY INCOME REPLACEMENT COVERAGE

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 30 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 by us in writing.

Part or all of your insurance amounts may be subject to proof that you are insurable. Other parts of this coverage explain if and when we require proof. You will not 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 substantial and material 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 substantial and material duties of your regular occupation on any date part of your insurance is scheduled to start we will postpone that part of your coverage. We will postpone that part of your coverage until the date you are so capable and are working your regular number of hours for one full day, with the expectation that you could do so for one full week.

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 substantial and material 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.

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All Options

When Your Coverage Ends

Your long term disability coverage ends on the date your active full-time service ends for any reason, except as noted below under “Coverage During Temporary Layoff or Leave of Absence”.

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.

However, if you are disabled, as defined by this plan when your active full-time service ends, coverage remains in force during: (a) the elimination period, subject to premium payment, if: (i) the disability is not excluded under the plan; and (ii) benefits are not excluded due to application of this plan’s pre-existing condition provision; and (b) the period for which benefits are payable under the plan.

**Coverage During Temporary Layoff or Leave of Absence**

If your active full-time service ends because you are laid off or on an employer approved leave of absence, your insurance may be continued, subject to continued payment of premium, until the earlier of: (a) the end of the temporary layoff or employer approved leave of absence; and (b) one month following the date the temporary layoff or approved leave of absence begins. If you become disabled under this plan while your coverage is being continued during a temporary layoff or leave of absence, your eligibility for benefits will be governed by all the terms of this plan.

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

SCHEDULE OF BENEFITS

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

All Options

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

See the following table:

<table>
<thead>
<tr>
<th>Age when disability starts</th>
<th>Maximum payment period</th>
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<tbody>
<tr>
<td>Under age 60</td>
<td>To age 65</td>
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<td>1.50 years</td>
</tr>
<tr>
<td>Age 68</td>
<td>1.25 years</td>
</tr>
<tr>
<td>Age 69 or older</td>
<td>1.00 year</td>
</tr>
</tbody>
</table>

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All Options

**Maximum Monthly Benefit** 60% of your insured earnings, rounded to the nearest $1.00, if not already a multiple thereof, limited to a maximum of $6,000.00.

**NOTE:** We integrate 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.

All Options

**Survivor Benefit** 3 times the last gross monthly benefit you received.
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.

Benefit Provisions

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.
Waiver of Premium

We waive your premiums for this insurance and for short term disability insurance, if included in the plan sponsor’s plan of 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 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 substantial and material duties of your own occupation on a full-time basis with reasonable accommodation.

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

(f) The date you have been outside the United States 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.

All Options

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

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

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Age 67 .......................... 1.50 years  
Age 68 .......................... 1.25 years  
Age 69 or older .......................... 1.00 year  

All Options

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 six 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.

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.

From your gross monthly benefit, subtract the amount of any income listed in Other Income Benefits that you receive. The result is your monthly benefit.
All Options

Redetermination: This plan redetermines insured earnings for each covered person on April 1st.

Each April 1st, the employer 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 you are not, we do not do this until the date you return to active work on a full-time basis. But, changes in earnings will not apply to a recurring disability.

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All Options

Other Income Benefits: You may 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 received 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 the employer's group plans. 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.
- 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 which: (i) you receive; and (ii) your spouse receives due to your disability;

(b) All unreduced retirement benefits for which: (i) you receive; and (ii) your spouse receives due to your qualification; and

(c) All reduced retirement benefits paid to: (i) you; and (ii) your spouse 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 spouse received such income prior to the start of disability. We will reduce the gross monthly benefit by marginal increases in such income you and your spouse 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 received due to your receipt of, or qualification for, disability benefits. We do this without regard to: (a) your marital status; (b) where you live; (c) where your spouse lives.

• 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. We do not include such benefits if your receipts of them will reduce your future retirement benefits.

• Retirement benefits or retirement plan disability benefits, due to your disability, from any government plan other than those shown above.

• Disability benefits from any: (1) no-fault motor vehicle coverage; (2) motor vehicle financial responsibility act; or (3) like law.

• 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.

• Disability benefits from any third party when your disability is the result of the negligence or intentional tort liability of that third party. This does not include damages awarded by a court for pain and suffering.

• 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 receive without regard to the reason you 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 from the list below.

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

Lump Sum Payments of Other Income: Income with which we integrate may be paid in a lump sum. In this case, we take the equivalent monthly rate stated in the award into account when we determine 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 or lawful domestic partner, and children. We will take this estimated amount into account when we determine your monthly benefit. But, we will not take this estimated amount into account if you sign our reimbursement agreement. In this agreement you promise: (a) to apply for any benefits for which you may be eligible; (b) to appeal any denial of such benefits until all possible appeals have been made; and (c) to repay any amount we overpaid due to an award of such benefits.

If we do reduce the 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.

All Options

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

For each of the first 12 months of payments, following the date 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 60% 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 the larger of:

(a) 10% of your gross monthly benefit; or (b) $100.00.

**Limitations and Exclusions**

**Disabilities with a Limited Maximum Payment Period** We limit the maximum payment period, if you are disabled due to: (a) a mental or emotional condition; or (b) drug or alcohol abuse. However, if you have a coexistent condition, not subject to the limitations in this section, which is disabling in and of itself, we will not limit benefits as described below.

The maximum payment period for all periods of disability due to: (a) a mental or emotional condition; or (b) drug or alcohol abuse is 24 months. This is a combined maximum for all such conditions and all periods of disability.
No benefits will be paid for \textit{disability} due to a \textit{mental illness} or drug or alcohol abuse if you are not receiving treatment for the cause of the \textit{disability} from a provider, or in a facility that is: (a) licensed by the state to provide treatment for such condition; and (b) accredited or approved by the Joint Commission on the Accreditation of Health Care Facilities or Medicare.

If payments under this \textit{plan} would end due to the limits in this section, we may extend such payments, as shown below. But, you must meet all of the following conditions: (a) you must be \textit{disabled} due to a condition named above; (b) you must be an inpatient in a qualified institution because of your \textit{disability}; and (c) you must have been treated as an inpatient for at least 14 days in a row. In such case, we extend payments until the earliest of: (i) 90 days from the date of your discharge; (ii) the end of this \textit{plan}'s maximum payment period; or (iii) the date your disability ends.

As used in this section: "qualified institution" means a legally operated hospital or other public or private facility licensed to provide inpatient medical care and treatment for the cause of your \textit{disability}.

\textbf{All Options}

\textbf{Pre-Existing Conditions:} A pre-existing condition is an \textit{injury} or \textit{sickness}, whether diagnosed or misdiagnosed, and any symptoms thereof, for which, in the look back period, you:

(a) receive advice or treatment from a \textit{doctor};

(b) undergo diagnostic procedures other than routine screening in the absence of symptoms or suspicion of disease process by a \textit{doctor};

(c) are prescribed or take prescription drugs; or

(d) receive other medical care or treatment, including consultation with a \textit{doctor}.

The "look back period" is the three months before the latest of: (a) the effective date of your insurance under this \textit{plan}; (b) the effective date of a change that increases the benefits payable by this \textit{plan}; and (c) the effective date of a change in the your benefit election that increases the benefit payable by this \textit{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.

All Options

Prior Coverage Credit: If this plan replaces a similar income replacement plan the employer 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 employee 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.
Exclusions: This *plan* does not pay benefits for *disability* caused by, or related to:

(a) declared or undeclared war or act of war;
(b) service in the armed forces, National Guard, or military reserves of any state or country;
(c) you take part in a riot or insurrection;
(d) *your* engagement in an illegal occupation;
(e) *your* commission of, or attempt to commit a felony;
(f) *your* participation in any sport for compensation or profit;
(g) *your* voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless: (a) it was prescribed for you by a *doctor*; and (b) it was used as prescribed. In the case of a non-prescription drug, we do not pay for any loss resulting from or contributed to by *your* use in a manner inconsistent with package instructions. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time; or
(h) intentional self-inflicted injuries.

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

(1) during which you receive medical treatment or care outside the United States or Canada unless expressly authorized by us;
(2) which starts before you are insured by this *plan*; or
(3) during which *your* loss of earnings is not solely due to *your* *disability*.

Services

Social Security Assistance: This *plan* requires all *disabled* covered persons to apply for Social Security benefits. (See the “Application for Other Income” section of this *plan.* ) If we believe a *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 him or her return to gainful work. If needed, we may ask for more medical or vocational information.

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

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 the you accept the rehabilitation agreement, we will pay an enhanced benefit. The enhanced benefit will be 110% of the monthly benefit that would otherwise be paid. This enhanced benefit will be payable as of the first monthly benefit after the rehabilitation program starts.

We stop paying the enhanced benefit on the earliest of:

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

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

**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 the covered person 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 your 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 your to: (a) return to work; or (b) remain at work.
Early Intervention Services

This plan includes Early Intervention Services as part of our disability management program. The intent of these services is to: (a) assist disabled persons in reaching better outcomes; and (b) support the employer's absence management goals by promoting: (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 or emotional condition
- 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.

Supplemental Benefits

Cost of Living Benefit

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.

This benefit begins on the first of the month 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 is 3%.

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.

All Options

The Survivor Benefit

We may 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, no survivor benefit is paid.

Your eligible survivor is your spouse or lawful domestic partner, 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.

Accelerated Survivor Benefit

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 6 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 6 months remaining in the maximum benefit period.

If you elect to receive an accelerated survivor benefit, no survivor benefit is payable upon your death.

Critical Disability Supplement Benefit

If you have a functional disability, you may be eligible for this benefit.
To start getting this benefit, you must meet all of the conditions shown below:

(a) you must be disabled while insured by this plan;
(b) you must stay disabled for this plan’s elimination period;
(c) you must have a functional disability: (i) while entitled to receive a monthly benefit from this plan; and (ii) that lasts at least 30 days in a row; and
(d) you must be receiving regular care from a doctor.

We use an independent entity to assess your functional disability.

You must also permit timely reassessments of your functional disability when we request them.

If you meet the conditions stated above, we pay: 20% of your insured earnings. We round this amount to the nearest dollar. The monthly maximum for this benefit is $5,000.00.

We stop paying this benefit on the earlier of the dates shown below:

(a) the date your monthly benefits from this plan end;
(b) the date you no longer have a functional disability;
(c) the date your coverage under this plan ends; or
(d) the date this plan is changed to end this benefit.

All Options

Income Recovery Benefit

This plan may pay an Income Recovery Benefit, if monthly benefits cease because you are no longer disabled.

To be eligible for the Income Recovery Benefit, you must be:

(a) able to perform the substantial and material duties of your own occupation; or

(b) if this plan has already paid benefits for the own occupation period, able to perform the substantial and material duties of any gainful occupation; and

(c) working in your own occupation the same number of hours as you did prior to disability; and

(d) unable to earn this plan’s maximum allowable disability earnings, due to the sickness or injury which caused the prior disability.
We pay this benefit monthly, in arrears. We determine the amount we pay in two steps. In step one, we compute the following: (a) your gross monthly benefit as of the last month you were disabled under the terms of this plan; less (b) any other income this plan integrates with that you are entitled to receive. In step two we make a current earnings adjustment. We add: (a) your gross monthly benefit as of the last month you were disabled under the terms of this plan; and (b) your current disability earnings. If such sum exceeds 100% of your insured earnings, we pay the amount in step one less the excess over 100%. If such sum does not exceed 100%, we pay the amount in step one.

We stop paying this benefit on the earliest of:

(a) the date you are able to earn this plan’s maximum allowable disability earnings;
(b) the date you become disabled;
(c) the date you stop working;
(d) the date 12 consecutive months after the first Income Recovery Benefit is paid; or
(e) the end of the maximum payment period.

We will not pay more than 12 monthly Income Recovery Benefit payments following any one period of disability, including any recurrent disability.

All Options

Converting This Group Long Term Disability Income Insurance

When Group Coverage Ends: When your coverage under this group long term disability income insurance plan ends, you may apply to convert your group coverage, subject to all the terms below.

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

But, you will not be eligible to apply for conversion if your coverage under this plan ends because: (a) you: (i) fail to make a required contribution; (ii) change to a class not eligible under this plan; (iii) retire; or (iv) do not become insured again under this group plan after your disability ends. You will also not be eligible to apply for conversion if your coverage ends because: (a) this plan ends; or (b) this plan is amended to end coverage for all persons in a class.

How and When to Convert: You must apply to us in writing and pay any required premium for the converted coverage. You must do this within 31 days of the date your coverage under this plan ends.
You do not have to provide proof of good health. But, issuance of the converted coverage may be subject to other underwriting criteria. You must give us details about all other disability income insurance: (a) that you have; (b) for which you have applied; and (c) for which you may become eligible under another plan within 31 days after your coverage under this plan ends.

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

**Coverage Under the Conversion Policy:**

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

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

**Claim Provisions**

**Authority:** We have the sole discretionary authority to: (a) interpret the terms of this plan; and (b) determine your eligibility for: (i) coverage; and (ii) benefits under the plan. All such determinations are conclusive and binding, except that they may be modified or reversed by a court or regulatory agency with appropriate jurisdiction.

**Notice:** 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 substantial and material 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.
All Options

**Definitions**

**Active Work, Actively-At-Work or Actively Working**

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

**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.

All Options

**Disability or Disabled**

These terms mean that a current sickness or injury causes physical or mental impairment to such a degree that you are:

1. During the elimination period and the own occupation period, not able to perform, on a full-time basis, the substantial and material duties of your own occupation.

2. After the end of the own occupation period, not able to perform, on a full-time basis, the substantial and material duties of any gainful work.

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

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

Neither: (a) loss of a professional or occupational license; or (b) receipt of or entitlement to Social Security disability benefits; in and of themselves constitute disability under this plan.
All Options

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: (a) have been terminated from employment with the employer; b) have been disabled for 12 months in a row; or (c) have been offered a job or workplace modification by the employer and you do not return to work; disability earnings also includes maximum capacity earnings.

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

Elimination Period  The period of time 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 employer 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.

Functional Disability or Functionally Disabled  Means due to sickness or injury you are:

(a) not able to perform two or more activities of daily living on a routine basis, without help; or
(b) cognitively impaired and in need of verbal cueing to protect yourself or others.

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 60% 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

Insured Earnings

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

We calculate benefit amounts and limits based on the amount of your insured earnings 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 Returns, 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.

For Covered Persons Who 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 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.

For Covered Persons Whose 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 Other Covered Persons:

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.

All Options

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.

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

Mental or Emotional Condition 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 or emotional condition does not include: (a) irreversible dementia caused by Alzheimer’s disease, stroke, trauma or viral infection; or (b) any other condition not typically treated by a psychiatrist, clinical psychologist or other qualified mental health practitioner with psychotherapy or psychotropic drugs.

Monthly Benefit This plan’s gross monthly benefit reduced by other income. If you are working while disabled, your monthly benefit will be further reduced based on the amount of your disability earnings.
No-Fault Motor Vehicle Coverage  A motor vehicle plan that pays disability or medical benefits no matter who was at fault in an accident.

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

Own Occupation  Means the occupation: (a) 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 region, within commuting distance of your home. Occupation is not specific to a certain employer or a certain location.

All Options

Part-Time  The ability to work and earn between 40% and 80% of insured earnings during the own occupation period and between 40% and 60% of insured earnings after the own occupation period.

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

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

Regular and Appropriate Care  Means, with respect to 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.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rehabilitation</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Program</strong></td>
<td>A program of work or job-related training for you that we approve in writing. Its aim is to restore your wage earning abilities.</td>
</tr>
<tr>
<td><strong>Retirement Plan</strong></td>
<td>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 &quot;retirement benefits&quot; 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 &quot;disability benefits.&quot;</td>
</tr>
<tr>
<td><strong>Sickness</strong></td>
<td>An illness or disease. Pregnancy is treated as a sickness under this plan.</td>
</tr>
<tr>
<td><strong>We, Us, and</strong></td>
<td>The Guardian Life Insurance Company of America.</td>
</tr>
<tr>
<td><strong>Guardian</strong></td>
<td></td>
</tr>
</tbody>
</table>
This Glossary defines the italicized terms appearing in your certificate.

<table>
<thead>
<tr>
<th>General Definitions</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Active Work, Actively-At-Work Or Actively Working</strong> means you are able to perform and are performing all the regular duties of your work for your employer and working your regular number of hours 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.</td>
<td>CGP-OR-01 B891.0002</td>
</tr>
<tr>
<td><strong>Eligibility Date</strong> for dependent coverage is the earliest date on which you: (a) have dependents; and (b) are eligible for dependent coverage.</td>
<td>CGP-OR-01 B891.0003</td>
</tr>
<tr>
<td><strong>Enrollment Period</strong> for dependent coverage is the 31 day period which starts on the date that you first become eligible for dependent coverage.</td>
<td>CGP-OR-01 B891.0004</td>
</tr>
<tr>
<td><strong>Full-time</strong> means you regularly work at least the number of hours in the normal work week set by your employer (but not less than 30 hours per week), at your employer’s place of business.</td>
<td>CGP-OR-01 B891.0005</td>
</tr>
<tr>
<td><strong>Initial Dependents</strong> means those eligible dependents you have at the time you first become eligible for employee coverage. If at this time you do not have any eligible dependents, but you later acquire them, the first eligible dependents you acquire are your initial dependents.</td>
<td>CGP-OR-01 B891.0007</td>
</tr>
<tr>
<td><strong>Newly Acquired Dependent</strong> means an eligible dependent you acquire after you already have coverage in force for initial dependents.</td>
<td>CGP-OR-01 B891.0008</td>
</tr>
</tbody>
</table>
Glossary (Cont.)

All Options

**Qualified Retiree** means Qualified retirees are covered as outlined in your company’s benefit provisions. Please see Your Plan Administrator for details.

CGP-OR-01 B891.0010

**Definitions Applicable to Life and Accidental Death and Dismemberment Coverage**

All Options

**Doctor** means any medical practitioner we are required by law to recognize. He or she must: (a) be properly licensed or certified by the laws of the state where he or she practices; and (b) provide services that are within the lawful scope of his or her practice. We do not recognize you, or your spouse, child, parent, sibling, or business associate, as a doctor with respect to your claim for this plan’s benefits.

CGP-OR-01 B891.0059

All Options

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

CGP-OR-01 B891.0060

All Options

**Regular Care** means a person is being treated by, or in consultation with, a doctor at a frequency that is consistent with his or her condition. The requirement for regular care does not apply if he or she has reached his or her maximum point of recovery yet is still disabled under the terms of this plan.

CGP-OR-01 B891.0061

All Options

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

CGP-OR-01 B891.0114
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.
Disability Benefits Claims Procedure

If you seek benefits under the plan you 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 your claim.

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").

Definitions

"Adverse determination" means any denial, reduction or termination of a benefit or failure to provide or make payment (in whole or in part) for a benefit.

Timing For Initial Benefit Determination

The benefit determination period begins when a claim is received. Guardian will make a benefit determination and notify a claimant within a reasonable period of time, but not later than the maximum time period shown below. A written or electronic notification of any adverse benefit determination must be provided.

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

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

If a claimant fails to provide all information needed to make a benefit determination, Guardian will notify the claimant of the specific information that is needed as soon as possible but no later than 45 days after receipt of the claim.
Disability Benefits Claims Procedure (Cont.)

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

**Adverse Benefit Determination**

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

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

**Appeal of Adverse Benefit Determinations**

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

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

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

In reviewing an appeal, Guardian will

- provide for a review conducted by a named fiduciary who is neither the person who made the initial adverse determination nor that person’s subordinate;
Disability Benefits Claims Procedure (Cont.)

- in deciding an appeal based upon a medical judgment, consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- identify medical or vocational experts whose advice was obtained in connection with an adverse benefit determination; and
- ensure that a health care professional engaged for consultation regarding an appeal based upon a medical judgment shall be neither the person who was consulted in connection with the adverse benefit determination, nor that person’s subordinate.

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

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

**Alternative Dispute Options**

The claimant and the plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact the local U.S Department of Labor Office and the State insurance regulatory agency.

**All Options**

**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.
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.
www.GuardianAnytime.com

Insured employees and their dependents can access helpful, secure information about their Guardian benefits(s) online at:

GuardianAnytime.com - 24 hours a day, 7 days a week.

Anytime, anywhere you have an internet connection you will be able to:

- Review your benefits
- Look up coverage amounts
- Check the status of a claim
- Print forms and plan materials
- And so much more!

To register, go to www.GuardianAnytime.com