

**SUMMARY PLAN DESCRIPTION
SUPPLEMENT TO CERTIFICATE**

You participate in a single employer insured Welfare Plan. This supplement and your certificate of insurance may constitute the Summary Plan Description as required by the Employee Retirement Income Security Act of 1974 (ERISA). This supplement should be retained with your certificate.

- **Name of Plan:**
The Commonwealth Medical College Group Life, STD, LTD and AD&D Plan

- **Employer's Name:**
The Commonwealth Medical College
Address: 525 Pine Street
Scranton, PA 18509

Phone Number: 570-504-7000

- **IRS Employer Identification Number (EIN):** 26-0812968

- **Plan Number:** 501

- **Plan Administrator:**
The Commonwealth Medical College
Address: 525 Pine Street
Scranton, PA 18509

Phone Number: 570-504-7000

- **Agent for The Service of Legal Process:**
The Commonwealth Medical College
Address: 525 Pine Street
Scranton, PA 18509

Phone Number: 570-504-7000

- **Date of End of Plan Year:** One day prior to December 31, 2014

- Contributions to the plan are provided by the Employer.

- The following class or classes of full-time employees are eligible to apply for insurance:
All full-time employees on the first day of service.

- **Assistance:** For information regarding rights under ERISA, contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.



GUARDIANSM

**YOUR GROUP INSURANCE
PLAN BENEFITS**

**THE COMMONWEALTH MEDICAL COLLEGE
CLASS 0002
AD&D, OPTIONAL LIFE, LTD, LIFE, STD, 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

The Guardian
7 Hanover Square
New York, New York 10004

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

Group Policy No.	Certificate No.	Effective Date
Issued To		

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

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

CGP-3-R-STK-90-3

B110.0023

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GENERAL PROVISIONS

As used in this booklet:

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

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

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

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

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

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

CGP-3-R-GENPRO-90

B160.0002

Limitation of Authority

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

CGP-3-R-LOA-90

B160.0004

Incontestability

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

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

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

CGP-3-R-INCY-90

B160.0003

Examination and Autopsy

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

CGP-3-R-EA-90

B160.0006

Accident and Health Claims Provisions

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

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

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

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

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

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

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

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

Accident and Health Claims Provisions (Cont.)

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

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

CGP-3-R-AHC-90

B160.0014

ELIGIBILITY FOR LIFE AND DISMEMBERMENT COVERAGES

B264.0003

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

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

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

CGP-3-EC-90-1.0

B264.2292

Employee Coverage

All Options

Family Status Change You may request an increase in your optional term life insurance amount, a decrease to your optional term life insurance amount, or the addition of voluntary term life for which you were not previously insured, if a change in family status has occurred. You must request the change to your optional term life insurance in writing within 31 days after the date of the family status change as described below.

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

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

CGP-3-EC-90-1.0

B264.2794

All Options

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

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

But you must be fully capable of performing the major duties of your regular occupation for your *employer* on a full-time basis at 12:01AM Standard Time for your place of residence on the scheduled effective date or dates. And you must have met all of the applicable conditions explained above, and any applicable waiting period. If you are not fully capable of performing the major duties of your occupation on any date part of your insurance is scheduled to start, we will postpone that part of your coverage until the date you are so capable and are working your regular number of hours.

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

CGP-3-EC-90-2.0

B264.0690

All Options

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

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

CGP-3-DEF-97

B270.0384

All Options

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

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

It ends on the date you are no longer working in the United States, or working outside of 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.

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

CGP-3-EC-90-3.0

B264.2361

All Options

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

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

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

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

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

CGP-3-EC-90-3.0

B264.1385

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

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

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

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

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

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

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

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

- **Contingency Operation:** This term means a military operation that: (a) is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or (b) results in the call or order to, or retention on, active duty of members of the uniformed services under any provision of law during a war or during a national emergency declared by the President or Congress.
- **Covered Servicemember:** This term means a member of the Armed Forces, including a member of the National Guard or Reserves, who for a serious injury or illness: (a), is undergoing medical treatment, recuperation, or therapy; (b) is otherwise in outpatient status; or (c) is otherwise on the temporary disability retired list.
- **Next Of Kin:** This term means the nearest blood relative of the *employee*.
- **Outpatient Status:** This term means, with respect to a covered servicemember, that he or she is assigned to: (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- **Serious Injury Or Illness:** This term means, in the case of a covered servicemember, an injury or illness incurred by him or her in line of duty on active duty in the Armed Forces that may render him or her medically unfit to perform the duties of his or her office, grade, rank, or rating.

CGP-3-EC-90-3.0

B264.2450

Dependent Life and Accidental Death and Dismemberment Coverage

All Options

CGP-3-DEP-90-1.0

B264.0639

Dependent Coverage

All Options

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

CGP-3-DEP-90-3.0

B264.0579

Dependent Coverage (Cont.)

All Options

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: (a) the time the child is placed in your home for the purpose of adoption; or (b) from birth, in the event that you have made an adoption agreement before the child's birth. We treat such a child this way whether or not a final adoption order is ever issued.

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

CGP-3-DEP-90-3.0-PA

B264.0591

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 won't be covered by this *plan* again until you give us new *proof* that they're insurable and we approve that *proof* in writing.

CGP-3-DEP-90-5.0

B200.0288

All Options

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

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

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

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

Once you have dependent coverage for your *initial dependents*, you must notify us when you acquire any new dependents and agree to make any additional payments required for their coverage.

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

CGP-3-DEP-90-6.0

B264.1119

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

CGP-3-DEP-90-7.0

B200.0692

All Options

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

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

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

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

CGP-3-DEP-90-9.0

B200.0792

All Options

GROUP TERM LIFE INSURANCE SCHEDULE

CGP-3-R-SCH-90

B265.0002

All Options

Employee Basic Term Life Insurance

CGP-3-R-SCH-90

B265.0003

All Options

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

CGP-3-R-SCH-90

B265.0629

All Options

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

CGP-3-R-SCH-90

B265.0012

All Options

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

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

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

CGP-3-R-SCH-90

B265.1217

Employee Basic Term Life Insurance (Cont.)

All Options

Reduction of Basic Life Insurance Amount Based on Age If an employee is less than age 70 when his or her insurance under this plan starts, his or her insurance amount is reduced, on the date he or she reaches age 70, by 35% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 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 basic 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-3-R-SCH-90

B265.0483

All Options

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

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

If we do not approve the proof, your insurance amount will be \$10,000.00.

CGP-3-R-SCH-90

B265.0569

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're insurable, and we must approve your proof in writing before your insurance, or the specified part becomes effective.

We require proof as follows:

CGP-3-R-SCH-90

B265.0022

All Options

We require proof for amounts of basic term life insurance in excess of \$500,000.00.

CGP-3-R-SCH-90

B265.0026

Employee Basic Term Life Insurance (Cont.)

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 an employee's group term life 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 term life benefit exceeds \$1,000,000.00, we require proof for all amounts in excess of \$1,000,000.00.

CGP-3-R-SCH-90

B265.1214

All Options

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

CGP-3-R-SCH-90

B265.0029

All Options

Your 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 \$1,200,000.00, but not less than \$10,000.00.

CGP-3-R-SCH-90

B265.0635

All Options

Spousal Education and Retraining Benefit

Lifetime Maximum Benefit \$20,000

Maximum Number Of Benefit Payments Full-Time Post Secondary Education 8
Part-Time Post Secondary Education 4

CGP-3-R-SCH-90

B265.0847

All Options

Dependent Child Education Benefit

Lifetime Maximum Benefit \$20,000.00 per eligible dependent

Maximum Number Of Benefit Payments 8 per lifetime per eligible dependent

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

CGP-3-R-SCH-90

B265.0848

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

All Options

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

CGP-3-R-SCH-90

B265.0038

All Options

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

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

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

CGP-3-R-SCH-90

B265.1217

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

All Options

Reduction of Basic AD&D Amount Based on Age If an employee is less than age 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 35% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

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

If an employee is less than age 75 when his or her insurance under this plan starts, the employee's insurance amount is reduced, when he or she reaches age 75, by 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-3-R-SCH-90

B265.0494

All Options

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

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

If we do not approve the proof, your insurance amount will be \$10,000.00.

CGP-3-R-SCH-90

B265.0571

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're insurable, and we must approve your proof in writing before your insurance, or the specified part becomes effective.

We require proof as follows:

CGP-3-R-SCH-90

B265.0048

All Options

We require proof for amounts of basic AD&D insurance in excess of \$500,000.00.

CGP-3-R-SCH-90

B265.0052

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

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 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.

CGP-3-R-SCH-90

B265.1261

All Options

Employee Optional Contributory Term Life Insurance

CGP-3-R-SCH-90

B265.0055

All Options

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

CGP-3-R-SCH-90

B265.0799

All Options

Your Optional Term Life Insurance Amount *Plan A*

You may elect amounts of optional term life insurance in increments of \$10,000.00, but your amount may not be less than \$10,000.00 and may not exceed \$500,000.00.

CGP-3-R-SCH-90

B265.0063

Employee Optional Contributory Term Life Insurance (Cont.)

All Options

Reduction of Optional Life Insurance Amount Based on Age

If an employee is less than age 70 when his or her insurance under this plan starts, his or her insurance amount is reduced, on the date he or she reaches age 70, by 35% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 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-3-R-SCH-90

B265.0520

All Options

Proof of Insurability Requirements

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

We require *proof* as follows:

CGP-3-R-SCH-90

B265.0431

All Options

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

CGP-3-R-SCH-90

B265.0732

All Options

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

CGP-3-R-SCH-90

B265.0435

All Options

We require *proof* for amounts of optional term life insurance in excess of \$100,000.00.

CGP-3-R-SCH-90

B265.0437

Employee Optional Contributory Term Life Insurance (Cont.)

All Options

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

CGP-3-R-SCH-90

B265.0697

All Options

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

CGP-3-R-SCH-90

B265.0697

All Options

Voluntary Accidental Death and Dismemberment Insurance (AD&D)

All Options

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

CGP-3-R-SCH-90

B265.1276

All Options

Your Voluntary AD&D Insurance Amount *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 may not exceed \$500,000.00.

CGP-3-R-SCH-90

B265.1285

Voluntary Accidental Death and Dismemberment Insurance (AD&D) (Cont.)

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 35% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 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-3-R-SCH-90

B265.1378

All Options

Proof of Insurability Requirements 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:

CGP-3-R-SCH-90

B265.2534

All Options

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*.

CGP-3-R-SCH-90

B265.2538

All Options

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.

CGP-3-R-SCH-90

B265.2540

All Options

Dependent Optional Term Life Insurance

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

CGP-3-R-SCH-90 B265.0800

All Options

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

CGP-3-R-SCH-90 B265.0511

All Options

Your Optional Dependent Child Insurance Amount *Plan A*
Child's Age At Death **Benefit Amount**
(expressed as a % of your optional term life insurance amount)

At least 14 days but less than 6 months 10% to a maximum of \$10,000.00

At least 6 months but less than 23 years 10% to a maximum of \$10,000.00

At least 23 years but less than 25 years if a full-time student 10% to a maximum of \$10,000.00

CGP-3-R-SCH-90 B265.0653

All Options

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

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

CGP-3-R-SCH-90 B265.0844

All Options

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

We require proof as follows:

CGP-3-R-SCH-90 B265.0536

Dependent Optional Term Life Insurance (Cont.)

All Options

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

CGP-3-R-SCH-90

B265.0540

All Options

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

CGP-3-R-SCH-90

B265.0863

All Options

We require proof for any amount of dependent optional term life insurance in excess of \$ 50,000.00 with respect to your dependent spouse.

CGP-3-R-SCH-90

B265.0542

All Options

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

CGP-3-R-SCH-90

B265.0864

All Options

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

CGP-3-R-SCH-90

B265.0549

All Options

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

CGP-3-R-SCH-90

B265.0867

All Options

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

CGP-3-SI

B265.2526

All Options

**Dependent
Voluntary AD&D
Election**

You may choose one of the plans 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 voluntary child life amount as shown below. You must notify the employer of his or her elections and pay the required premium.

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

CGP-3-SI

B265.4173

All Options

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

Plan A

An amount equal to 50% of your voluntary term AD&D insurance amount, to a maximum of \$250,000.00.

CGP-3-R-SCH-90

B265.2452

All Options

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

Plan A

Child's Age At Death

Benefit Amount
(expressed as a % of the
employee's optional term life amount)

At least 14 days but less than
6 months 10% to a maximum of \$10,000.00

At least 6 months but less than
23 years 10% to a maximum of \$10,000.00

At least 23 years but less than
25 years if a full-time student 10% to a maximum of \$10,000.00

CGP-3-SI

B265.1404

All Options

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

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

CGP-3-R-SCH-90

B265.2531

LIFE INSURANCE

B270.0070

Your Group Term Life Insurance

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

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

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

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

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

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

We suggest you speak to your lawyer before you make any assignment. If you decide you want to assign this insurance, ask your *employer* for details or write to us.

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

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

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

CGP-3-R-LB-90

B270.0129

Portability Privilege

- Applicability** This provision applies only to this plan's employee Basic group term life insurance. It does not apply to supplemental life insurance, if any is included in this plan. And it does not apply to Accidental Death and Dismemberment with Catastrophic Loss Insurance.
- Important Restriction** You must provide proof of insurability satisfactory to us.
- Portability Of Basic Group Term Life Insurance** You may elect to continue all or part of your employee Basic group term life insurance, by choosing a portable certificate of coverage, subject to the following terms.
- You may port your coverage if coverage under this plan ends because you: (a) have terminated employment; or (b) stop being a member of an eligible class of employees.
- You may not port your coverage, if you: (a) have reached your 70th birthday on the day coverage under this plan ends; or (b) are eligible for this plan's Basic Group Term Life Insurance Extended Life Benefit.
- You may not port your coverage if coverage under this plan ends due to: (a) failure to pay any required premium; or (b) the end of this group plan.
- You may port: (a) the full amount(s) of your Basic term life insurance as of the day your coverage under this plan ends, or (b) 50% of such amount, if such amount under this plan is at least \$50,000.00.
- The Portable Certificate Of Coverage** You can port to a portable certificate of coverage. The certificate provides group term insurance. It does not provide any: (a) accidental death and dismemberment benefits; (b) income replacement benefits; or (c) extended life benefits or waiver of premium privileges. The benefits provided by the portable certificate of coverage may not be the same as the benefits of this group plan.
- The premium for the portable certificate of coverage will be based on: (a) your rate class under this plan; and (b) your age bracket as shown in the Basic Life Portability Coverage Premium Notice.
- How To Port** To get a portable certificate of coverage, you must: (a) apply to us in writing; and (b) pay the required premium. You have 31 days from the date your coverage under this plan ends to do this. We require proof of insurability satisfactory to us.
- Defined Term** As used in this provision, the term "port" means to choose a portable certificate of coverage which provides group term life insurance.

CGP-3-R-LP-00

B270.0389

Information About Conversion and Portability

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

CGP-3-R-LPN-95

B270.0326

Your Optional Group Term Life Insurance

- Life Benefit** Subject to the limitations and exclusions below, if you die while insured for this benefit, we'll pay your beneficiary the amount shown in the schedule for the plan of benefits you have elected. Your 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'll pay this insurance as soon as we receive written proof of death which is acceptable to us. This should be sent to us as soon as possible.
- Suicide Exclusion** We pay no benefits if your death is due to suicide, if such death occurs within two years from your employee optional 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 an automobile 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 an automobile accident while both properly wearing a seatbelt, and sitting in a seat equipped with an airbag, we'll increase your benefit amount by an additional \$5,000.00, for a total increase of \$15,000.00.
- Your Beneficiary** You decide who gets this insurance if you die. You should have named your beneficiary on your enrollment form. You can change your beneficiary at any time by giving your employer written notice, unless you've assigned this insurance. But the change won't take effect until your employer gives you written confirmation of the change.
- If you named more than one person, but didn't tell us what their shares should be, they'll share equally. If someone you named dies before you do, his or her share will be divided equally by the beneficiaries still alive, unless you've told us otherwise.

Your Optional Group Term Life Insurance (Cont.)

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

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

We 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 have the option of paying this insurance in monthly installments. We would pay them to the person who cares for and supports your beneficiary.

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

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

CGP-3-R-NPX-96

B273.0560

All Options

Portability Privilege

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

Important Restriction You may not elect a portable certificate of coverage unless you have been covered by this group *plan*, or the one it replaced, for employee Optional group term life insurance for at least three consecutive months prior to the date your coverage under this *plan* ends.

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

Portability Privilege (Cont.)

You may port your coverage if coverage under this *plan* ends because you: (a) have terminated employment; or (b) stop being a member of an eligible class of employees.

You may not port your coverage or coverage for any of your dependents, if you: (a) have reached your 70th birthday on the day coverage under this *plan* ends; or (b) are eligible for this *plan's* Optional Group Term Life Insurance Extended Life Benefit.

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

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

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

You may port: (a) your insurance only; (b) your insurance and insurance of your covered spouse; (c) your insurance and the insurance of all of your covered dependents; or (d) if you are a single parent, your insurance and the insurance of all of your covered dependent children. No other combinations will be allowed.

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

If You Die While Insured If you die while insured for dependent Optional term life insurance, your spouse may port the insurance of your dependents as described above. But, your spouse and dependents must be insured on the date of death. No dependents will be allowed to port if: (a) there is no surviving spouse; or (b) your surviving spouse has reached his or her 70th birthday on the day you die.

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

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

Portability Privilege (Cont.)

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

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

CGP-3-R-LP-00

B273.0731

All Options

Information About Conversion and Portability

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

CGP-3-R-LPN-95

B270.0326

All Options

THE FOLLOWING PROVISION APPLIES TO YOUR BASIC TERM LIFE INSURANCE:

B275.0076

All Options

Converting This Group Term Life Insurance

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

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

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

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

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 section labeled "Extended Life Benefit With Waiver of Premium", when this coverage ends; and (b) you have been insured by a Guardian group life plan for at least five years, you can convert to a permanent life insurance policy. But, the amount you can convert is limited to the lesser of: (a) \$2,000.00; or (b) the amount of your insurance under this plan, less any group life benefits you become eligible for in the 31 days after this insurance ends.

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

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

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

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

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

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

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

CGP-3-R-LCONV-99

B275.0064

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

B275.0077

Converting This Group Term Life Insurance

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

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

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

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

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

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

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

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

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

Converting This Group Term Life Insurance (Cont.)

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

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

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

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

CGP-3-R-LCONV-99

B275.0064

All Options

Your Accelerated Life Benefit - Limited Life Expectancy

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

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

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

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

Your Accelerated Life Benefit - Limited Life Expectancy (Cont.)

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

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

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

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

Maximum Benefit Amount The amount of the Accelerated Life Benefit for which you may apply is based on the amount of group term life insurance for which you are insured on the date before you apply for the benefit. The minimum benefit amount is the lesser of: (a) \$10,000.00; or (b) 50% of the inforce amount. The maximum benefit amount is the lesser of: (a) \$750,000.00; or (b) 50% 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 maximum adjustable policy loan interest rate permitted in the state in which your employer is located.

A detailed statement of the method of computing the amount of 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. And what we pay is subject to all of the other terms of this plan.

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

Your Accelerated Life Benefit - Limited Life Expectancy (Cont.)

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

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

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

Please read "Your Remaining Group Term Life Insurance", provision for restrictions that may apply.

If You Have Assigned Your Group Term Life Insurance

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

CGP-3-R-EALB-03-PA

B275.0273

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 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.

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.

Your Accelerated Life Benefit - Limited Life Expectancy (Cont.)

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, receive or 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.

CGP-3-R-EALB-03-1-PA

B275.0278

All Options

Your 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" provision, we'll extend your basic life insurance under this section without payment of premiums from you or the employer.

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

- (a) not able to perform any work for wages or profit; and
- (b) you are receiving regular doctor's care appropriate to the cause of disability.

How And When To Apply To apply for this extension, you must submit satisfactory written medical proof of your total disability 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.

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

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 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've extended your life benefits. But after two years, we can't have you examined more than once a year.

Until You've Been Approved For This Extended Life Benefit Your life insurance under the group plan may end after you've become totally disabled, but before we've approved you for this extension. During this time period, you may either:

- (a) continue group premium payments, including any portion which would have been paid by the employer until you are approved or declined for this extended life benefit; or
- (b) convert to an individual permanent or term policy. Please read the section labeled "Converting This Group Term Life Insurance" for details on how to convert.

However, 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'll cancel the converted policy as of our approval date. Once you are approved for this extended benefit, your group term life coverage will be reinstated at no further cost to you or the employer.

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

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

CGP-3-R-LW-TD-99-1

B275.0056

All Options

- When This Extension Ends** Your extension will end on the earliest of:
- (a) the date you are no longer disabled;
 - (b) the date we ask you to be examined by our doctor, and you refuse;
 - (c) the date you do not give us the proof of disability we require;
 - (d) the date you are no longer receiving regular doctor's care appropriate to the cause of disability; or
 - (e) the day before the date you reach age 65.

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

- If You Die While Covered By This Extension** If you die while covered by this extension we'll pay your beneficiary the amount for which you were covered as of your last day of active full-time work, subject to all reductions which would have applied had you stayed an active employee.

- Proof Of Death** We'll pay as soon as we receive
- (a) written proof of your death, that is acceptable to us; and
 - (b) medical proof that you were continuously disabled until your death. This must be sent within one year of your death.

CGP-3-R-LW-TD-99-2

B275.0059

All Options

Your Extended Life Benefit With Waiver Of Premium

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

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

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

- (a) not able to perform any work for wages or profit; and
- (b) you are receiving regular doctor's care appropriate to the cause of disability.

- How And When To Apply** To apply for this extension, you must submit satisfactory written medical proof of your total disability 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.

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

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 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've extended your life benefits. But after two years, we can't have you examined more than once a year.

Until You've Been Approved For This Extended Life Benefit

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

- (a) continue group premium payments, including any portion which would have been paid by the employer until you are approved or declined for this extended life benefit; or
- (b) convert to an individual permanent or term policy. Please read the section labeled "Converting This Group Term Life Insurance" for details on how to convert.

However, 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'll cancel the converted policy as of our approval date. Once you are approved for this extended benefit, your group term life coverage will be reinstated at no further cost to you or the employer.

When This Extension Begins

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

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

CGP-3-R-LW-TD-99-1

B275.0058

All Options

- When This Extension Ends** Your extension will end on the earliest of:
- (a) the date you are no longer disabled;
 - (b) the date we ask you to be examined by our doctor, and you refuse;
 - (c) the date you do not give us the proof of disability we require;
 - (d) the date you are no longer receiving regular doctor's care appropriate to the cause of disability; or
 - (e) the day before the date you reach age 65.

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

- If You Die While Covered By This Extension** If you die while covered by this extension we'll pay your beneficiary the amount for which you were covered as of your last day of active full-time work, subject to all reductions which would have applied had you stayed an active employee.

- Proof Of Death** We'll pay as soon as we receive
- (a) written proof of your death, that is acceptable to us; and
 - (b) medical proof that you were continuously disabled until your death. This must be sent within one year of your death.

CGP-3-R-LW-TD-99-2

B275.0059

All Options

Your Dependent Spouse and Child Optional Term Life Insurance

- 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 in a lump sum when we receive written proof of death which is acceptable to us. Send the proof to us as soon as possible.

We pay you, if you're living. If you're not, 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 optional term life insurance under this *plan*. Also, we pay no increased benefit amount if the dependent's death is due to suicide, if such death occurs within two years from the effective date of the increase.

Your Dependent Spouse and Child Optional Term Life Insurance (Cont.)

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

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

CGP-3-R-DNPX-96

B293.0276

All Options

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 active full-time 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 plan for at least five years, they can convert. But we limit the amount each dependent can convert to the lesser of: (a) \$2,000.00; and (b) the amount of his or her insurance under this plan less any group life benefits for which he or she becomes eligible in the 31 days after this insurance ends.

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

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

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

Converting This Dependent Term Life Insurance (Cont.)

Write to us for details.

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

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

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

Notice of Conversion Right: If your dependent is entitled to obtain a converted policy under this section, full compliance with this provision for Notice of Conversion Right will be satisfied by written notice: (a) given to you by the employer; (b) mailed to you by the employer at your last known address; or (c) mailed to you by us at your last known address that is supplied to us by the employer.

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

CGP-3-R-DEPL-03-N

B295.0062

All Options

Your Basic Accidental Death And Dismemberment With Catastrophic Loss Benefits

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

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

ACCIDENTAL DEATH AND DISMEMBERMENT

Your Basic Accidental Death And Dismemberment With Catastrophic Loss Benefits (Cont.)

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

CATASTROPHIC LOSS BENEFITS

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

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

Your Basic Accidental Death And Dismemberment With Catastrophic Loss Benefits (Cont.)

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

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

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

CGP-3-R-ADCL1-00

B310.0982-R

All Options

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

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

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

- by willful self-injury, suicide, or attempted suicide;
- by sickness, disease, mental infirmity, medical or surgical treatment;
- by your taking part in a riot or other civil disorder; or in the commission of or attempt to commit a felony;
- by travel on any type of aircraft if you are an instructor or crew member; or have any duties at all on that aircraft;
- by declared or undeclared war or act of war or armed aggression;
- while you are a member of any armed force;
- while you are a driver in a motor vehicle accident, if you do not hold a current and valid driver's license;
- by your legal intoxication; this includes, but is not limited to, your operation of a motor vehicle; or
- by your 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-3-R-ADCL2-00

B310.0404-R

All Options

SPOUSAL EDUCATION AND RETRAINING BENEFIT

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

When And How The Spousal Education And Retraining Benefit Begins

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

- (a) a benefit is payable under this plan's Employee Basic Accidental Death and Dismemberment with Catastrophic Loss (ADDCL) Benefit, due to a specified loss; and
- (b) on the date of the accidental injury which results in the specified loss, you and your spouse share the same place of residence;
- (c) we receive proof of the spouse's enrollment in an institute of higher learning. The spouse must: (i) be enrolled on the date of the accidental injury which results in the specified loss; or (ii) enroll within 12 months of this date.

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

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

What We Pay

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

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

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

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

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

Continued Eligibility For The Spousal Education And Retraining Benefit

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

Your Basic Accidental Death And Dismemberment With Catastrophic Loss Benefits (Cont.)

- When The Spousal Education And Retraining Benefit Ends** The spousal education and retraining benefit ends on the earliest of the following dates:
- (a) the date the spouse is no longer enrolled in an institute of higher learning;
 - (b) the date the spouse fails to maintain a minimum grade point average as required above;
 - (c) the date the spouse fails to furnish proof as required above;
 - (d) the date the lifetime maximum benefit amount, shown in the schedule, is reached; and
 - (e) the date the maximum number of benefit payments, shown in the schedule, is reached.

CGP-3-R-ESED-00

B310.0407

All Options

DAY CARE EXPENSE BENEFIT

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

- Eligibility For The Day Care Expense Benefit** This plan provides a day care expense benefit when all of the following conditions are met:
- (a) a benefit is payable under this plan's Employee Basic Accidental Death and Dismemberment with Catastrophic Loss Benefit (ADDCL), due to a specified loss; and
 - (b) we receive proof of a qualified dependent's enrollment in a qualified day care program. Such enrollment must commence within 12 months of the date of the specified loss.

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

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

Your Basic Accidental Death And Dismemberment With Catastrophic Loss Benefits (Cont.)

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

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

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

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

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

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

- (a) the date the dependent is no longer qualified, as defined above;
- (b) the date the dependent is no longer enrolled in a qualified day care program;
- (c) the date we do not receive proof of qualified day care expenses, as required by this plan; and
- (d) four years from the date the first day care expense benefit is paid.

CGP-3-R-EDCXB-00

B310.0412

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 Basic Accidental Death and Dismemberment with Catastrophic Loss Benefit (ADDCL), due to a specified loss;
- (b) We receive proof of a qualified dependent's enrollment in an institute of higher learning. The dependent must be a full-time student, as defined by the institute.

Your Basic Accidental Death And Dismemberment With Catastrophic Loss Benefits (Cont.)

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

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

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

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

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

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

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

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

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

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

- (a) the date the dependent child is no longer a qualified dependent, as defined above;
- (b) the date the dependent fails to furnish proof as required above;

Your Basic Accidental Death And Dismemberment With Catastrophic Loss Benefits (Cont.)

- (c) the date the lifetime maximum benefit amount, shown in the schedule, is reached;
- (d) the date the maximum number of benefit payments, shown in the schedule, is reached; and
- (e) the date the maximum benefit period, shown in the schedule, is reached.

CGP-3-R-EDCED-00

B310.0419

All Options

Your Voluntary Accidental Death And Dismemberment Benefits

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

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

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

Covered Losses Benefits will be paid 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

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

For covered multiple losses due to the same accident, we will pay 100% of the Insurance Amount. We won't pay more than 100% of the Insurance Amount for all losses due to the same accident.

Your Voluntary Accidental Death And Dismemberment Benefits (Cont.)

Loss of:

- (a) a hand or foot means it is completely cut off at or above the wrist or ankle.
- (b) sight means the total and permanent loss of sight.

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

The Beneficiary 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 us notice, unless you have assigned insurance. But the change won't take effect until we give you confirmation of the change.

If you named more than one person, but didn't 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'll pay the insurance to one of the following: (a) your estate; (b) your spouse; (c) your parents; (d) your children; or (e) your brothers and sisters.

CGP-3-R-ADCL1-00

B310.0898

All Options

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

- by willful self-injury, suicide, or attempted suicide;
- by sickness, disease, mental infirmity, medical or surgical treatment;
- by your taking part in a riot or other civil disorder; or in the commission of or attempt to commit a felony;
- by travel on any type of aircraft if you are an instructor or crew member; or have any duties at all on that aircraft;
- by declared or undeclared war or act of war or armed aggression;
- while you are a member of any armed force;
- while you are a driver in a motor vehicle accident, if you do not hold a current and valid driver's license;
- by your legal intoxication; this includes, but is not limited to, your operation of a motor vehicle; or
- by your 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-3-R-ADCL2-00

B310.0433

Your Dependent Voluntary Accidental Death And Dismemberment Benefits

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

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

ACCIDENTAL DEATH AND DISMEMBERMENT

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

For covered multiple losses due to the same accident, we will pay 100% of the Insurance Amount. We won't pay more than 100% of the Insurance Amount for all losses due to the same accident.

Loss of:

- (a) a hand or foot means it is completely cut off at or above the wrist or ankle.
- (b) sight means the total and permanent loss of sight.

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

CGP-3-R-DADCL1-00

B310.0901

All Options

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

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

CGP-3-R-DADCL2-00

B310.0475

CERTIFICATE AMENDMENT

This plan's Employee Basic Life "Settlement Option" provision of the Life Certificate is modified as follows:

Settlement Option: Unless otherwise elected by the certificate holder or beneficiary, benefits will be paid in a single lump sum check. We may make other options available in addition to the single check option.

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

The Guardian Life Insurance Company of America

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

CERTIFICATE AMENDMENT

This plan's Employee and Dependent Optional Life "Settlement Option" provision is modified as follows:

Settlement Option: Unless otherwise elected by the certificate holder or beneficiary, benefits will be paid in a single lump sum check. We may make other options available in addition to the single check option.

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

The Guardian Life Insurance Company of America

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

All Options

GLOSSARY

This Glossary defines the italicized terms appearing in your booklet.

CGP-3-GLOSS-90

B900.0118

All Options

Eligibility Date for dependent coverage is the earliest date on which: (a) you have initial dependents; and (b) are eligible for dependent coverage.

CGP-3-GLOSS-90

B900.0003

All Options

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

CGP-3-GLOSS-90

B750.0015

All Options

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

CGP-3-GLOSS-90

B750.0006

All Options

Employer means THE COMMONWEALTH MEDICAL COLLEGE .

CGP-3-GLOSS-90

B900.0051

All Options

Enrollment Period with respect to dependent coverage, means the 31 day period which starts on the date that you first become eligible for dependent coverage.

CGP-3-GLOSS-90

B900.0004

All Options

Full-time means the *employee* regularly works at least the number of hours in the normal work week set by the *employer* (but not less than 30 hours per week), at his *employer's* place of business.

CGP-3-GLOSS-90

B750.0229

All Options

Initial Dependents 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*.

CGP-3-GLOSS-90

B900.0006

All Options

Newly Acquired Dependent means an *eligible dependent* you acquire after you already have coverage in force for *initial dependents*.

CGP-3-GLOSS-90

B900.0008

All Options

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

CGP-3-GLOSS-90

B900.0039

All Options

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

CGP-3-GLOSS-90

B900.0010

STATEMENT OF ERISA RIGHTS

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

Receive Information About Your Plan and Benefits

- (a) Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U. S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (b) Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts, collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions By Plan Fiduciaries

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

Statement of Erisa Rights (Cont.)

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.

CGP-3-ERISA

B800.0093

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.

If you apply for an extension of life insurance benefits due to total disability under an Extended Life Benefit under this plan, these claim procedures will apply to such request:

Life And Accidental Death And Dismemberment Insurance Claims Procedure (Cont.)

Timing For Initial Benefit Determination Guardian will make a determination of whether you meet the plan's standard for total disability not later than 45 days after the date of receipt of a claim. This period may be extended by up to 30 days if Guardian determines that an extension is necessary due to matters beyond the control of the plan, and so notifies you 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 you, the time period for making a benefit determination may be extended for 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, and the additional information needed to resolve those issues.

If you fail to provide all information needed to make a benefit determination, Guardian will notify you of the specific information that is needed as soon as possible but no later than 45 days after receipt of your application for an extension of benefits.

If Guardian extends the time period for making a benefit determination due to your failure to submit information necessary to make the determination, you will be given at least 45 days to provide the requested information. The extension period will begin on the date on which you respond to the request for additional information.

If an application for an extension of benefits is denied, Guardian will provide a notice that will set forth:

- the specific reason(s) for the adverse determination;
- reference to the specific *plan* provision(s) on which the determination is based;
- a description of any additional material or information necessary to make the claim valid and an explanation of why such material or information is needed;
- a description of the plan's claim review procedures and the time limits applicable to such procedures, including a statement indicating that the claimant has the right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination; and
- 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.

Appeals of Adverse Determinations If an application is denied, you 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:

Life And Accidental Death And Dismemberment Insurance Claims Procedure (Cont.)

- the opportunity to submit written comments, documents, records and other information relating to the claim;
- the opportunity, upon request and free of charge, for reasonable access to, and copies of, all documents, records and other information relating to the claim; and
- a review that takes into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. In reviewing an appeal, Guardian will
- provide for a review conducted by a named fiduciary who is neither the person who made the initial adverse determination nor that person's subordinate;
- in deciding an appeal based upon a medical judgment, consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- identify medical or vocational experts whose advice was obtained in connection with an adverse benefit determination; and
- ensure that a health care professional engaged for consultation regarding an appeal based upon a medical judgment shall be neither the person who was consulted in connection with the adverse benefit determination, nor that person's subordinate.

Guardian will notify you of its decision regarding review of an appeal as follows:

Guardian will notify you 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.

CGP-3-ERISA

B800.0099

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.

CGP-3

B800.0007

This Booklet Includes All Benefits For Which You Are Eligible.

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

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

"Please Read This Document Carefully".

CERTIFICATE OF COVERAGE

The Guardian
7 Hanover Square
New York, New York 10004

The group short term disability income coverage described in this Certificate is attached to the group Policy effective January 1, 2014. This Certificate replaces any Certificate previously issued under this Plan or under any other plan providing similar or identical benefits issued to the planholder by Guardian.

GROUP SHORT TERM DISABILITY INCOME COVERAGE

Guardian certifies that the Employee to whom this Certificate is issued is entitled to the benefits described herein. However, the Employee must: (a) satisfy all of this Plan's eligibility and effective date requirements; (b) be listed in Our and/or the Policyholder's records as a validly covered Employee under this Plan; and (c) all required premium payments must have been made by or on behalf of the Employee.

The Employee is not covered by any part of this Plan for which he or she has waived coverage. Such a waiver of coverage is shown in Our and/or the Policyholder's records.

Policyholder: THE COMMONWEALTH MEDICAL COLLEGE

Group Policy Number: 00496297

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

B040.0791

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All Options

DEFINITIONS

This section defines certain terms appearing in Your Certificate.

B040.0004

All Options

Active Work, Actively At Work or Actively Working: These terms mean You are able to perform, and are performing, all of the regular duties of Your work for the Employer, on a Full-Time basis at: (1) one of the Employer's usual places of business; (2) some place where the Employer's business requires You to travel; or (3) any other place You and the Employer have agreed on for Your work.

B040.0006

All Options

Disability or Disabled: These terms mean that a current Sickness or Injury causes impairment to such a degree that You are: (1) not able to perform, on a Full-Time basis, the major duties of Your Own Job; and (2) not able to earn more than this Plan's maximum allowed Disability Earnings.

You are not Disabled if You perform any work for wage or profit during the Elimination Period.

If, prior to your Disability, You are required to work more than 40 hours per week, on average, You will not be considered Disabled if You can work for 40 hours per week.

Neither loss of a professional or occupational license due to misconduct or unlawful activity or receipt of, or entitlement to, Social Security disability benefits in and of themselves constitute Disability under this Plan.

B040.0011

All Options

Disability Earnings: This term means the weekly 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 the 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, Disability earnings also includes Maximum Capacity Earnings beginning with the earlier of the date You: (1) have been terminated from employment with the Employer; (2) have been Disabled for twelve weeks in a row; or (3) have been offered a job or workplace modification by the Employer and You do not return to work.

B040.0019

All Options

Doctor: Any medical practitioner We are required by law to recognize. He or she must: (1) be properly licensed or certified by the laws of the state where he or she practices; and (2) provide services that are within the lawful scope of his or her practice.

B040.0020

All Options

Eligibility Date: This term means the earliest date You are eligible for coverage under this Plan.

B040.0021

All Options

Elimination Period: This term means 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 20% 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.

If You return to work earning more than 20% of Your Insured Earnings for more than seven days during the Elimination Period, You must start a new Elimination Period.

We do not require You to complete an Elimination Period if: (1) You were covered under a similar income replacement plan the Employer had with another carrier on the day before this Plan starts; and (2) Your Disability would have been a Recurring Disability under the prior plan had it remained in effect.

B040.0023

All Options

Employee: This term means a person who works for the Employer and whose income is reported for tax purposes using a W-2 or 1099 form.

B040.0024

All Options

Employer: This term means THE COMMONWEALTH MEDICAL COLLEGE .

B040.0025

All Options

Full-Time: This term means You regularly work at least the number of hours in the normal work week set by the Employer (but not less than 30 hours per week) at: (1) Your Employer's place of business; (2) some place where the Employer's business requires You to travel; or (3) any other place You and Your Employer have agreed upon for the performance of occupational duties.

B040.0027

All Options

Gainful Occupation or Gainful Work: These terms mean work for which You are, or may become, qualified by: (1) training; (2) education; or (3) experience. When You are able to perform such work, You can be expected to earn at least 80%, of Your Insured Earnings within 12 months of returning to work.

B040.0028

All Options

Government Plan: This term means 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.

B040.0029

All Options

Gross Weekly Benefit: This term means this Plan's Weekly Benefit before it is integrated with other income and earnings.

B040.0030

All Options

Injury: This term means a bodily Injury due to an accident that occurs, independent of all other causes, while You are covered by this Plan. Subject to all other requirements, We will cover a Disability caused by an Injury when the Disability starts within 90 days of the date of such Injury.

B040.0031

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 date immediately prior to the start of Your Disability.

B040.0194

All Options

- **For Partners And S Corporation Shareholders:** Insured Earnings means the sum of the amounts listed below, divided by 52.
 - (1) Your compensation as an Employee or S Corporation shareholder, as reported on Your Federal Income Tax Return(s), 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.
 - (2) Your non-passive income (loss) from trade of business as reported on Schedule E - Part II of Your Federal Income Tax Return(s), Form 1040, for the prior calendar year, less any expenses incurred and reported elsewhere on Your Return; and
 - (3) 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 full prior calendar year. In that case, Your earnings are based on the weekly average of the sum of the listed amounts averaged for the full number of weeks that You were a partner or S Corporation shareholder during that calendar year.

- **For Sole Proprietors:** Insured Earnings means the sum of the amounts listed below.
 - (1) Your average weekly net profit as determined from Schedule C - Part II of Your Federal Income Tax Return(s), Form 1040 for the prior calendar year.
 - (2) Your average weekly contribution 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.

Weekly net profit is calculated as gross income less total expenses.

You may not have been a sole proprietor for the prior calendar year. In that case, We calculate average weekly net profit and average weekly contributions using the full number of weeks that You were a sole proprietor during such time.

- **For Any Other Employee Who Receives Base Salary Only:** Insured Earnings means Your base weekly salary from the Employer. The term also includes Your contributions deposited into a: (1) cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and (2) 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 not included. The term also does not include: (a) bonuses; (b) commissions; (c) overtime pay; (d) expense accounts; (e) stock options; and (f) any other extra compensation. If You are paid hourly, We calculate weekly earnings based on actual hours worked or billed in the eight weeks before the start of Your Disability. We do not include pay for hours worked or billed over 40 per week.
- **For Employees Who Are Compensated On Less Than A 12 Month Basis:** Insured Earnings means Your average rate of weekly earnings determined from Your annual contract salary. If You do not have an annual contract salary, Insured Earnings means Your prior calendar year salary divided by 52. The term also includes Your contributions deposited into a: (1) cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and (2) 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 not included. The term also does not include: (a) overtime pay; (b) expense accounts; (c) stock options; and (d) any other extra compensation. If You are paid hourly, We calculate weekly earnings based on actual hours worked or billed in the eight weeks before the start of Your Disability. We do not include pay for hours worked or billed over 40 per week.
- **For Employees Whose Income Is Reported On A IRS Form 1099:** Insured Earnings means Your average rate of weekly earnings as figured from the 1099 form(s) received from the Employer for the prior calendar year. Earnings are calculated as Your earned income as reported on the 1099 form(s) minus business expenses as reported on Schedule C - Part II of Your Federal Income Tax Return(s), Form 1040. Your average rate of weekly earnings is calculated as such earnings divided by 52 or the number of weeks You worked for the Employer during such calendar year, if less than 52. The term also includes Your contributions deposited into a: (1) cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and (2) elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

B040.0195

All Options

Maximum Capacity Earnings: This term means the income You could earn if working to the fullest extent to which You are able in Your Own Job. 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: (1) Your treating Doctor; (2) impartial medical or vocational exams; (3) peer review specialists; (4) functional capacities exams; and (5) other medical and vocational specialists whose area of expertise is appropriate to Your Disability.

B040.0032

All Options

Maximum Payment Period: This term means the longest time that benefits are paid by this Plan, subject to all terms, limitations and exclusions.

B040.0033

All Options

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

B040.0034

All Options

Objective Medical Evidence: This term includes, but is not limited to: (1) diagnostic testing; (2) laboratory reports; and (3) medical records of a Doctor's exam documenting clinical signs, presence of symptoms and test results consistent with generally accepted medical standards supported by nationally recognized authorities in the health care field.

B040.0035

All Options

Objective Proof of Your Restrictions and Limitations: During the Own Job period this term means objective proof of Your inability to perform the duties of Your Own Job, and including all restrictions and limitations relating to Your inability to work.

B040.0036

All Options

Own Job: This term means Your job for the Employer. We use the job description provided by the Employer to determine the duties and requirements of Your Own Job.

B040.0037

All Options

Part-Time: This term means:

- With respect to eligibility for benefits, the ability to work and earn between 40% and 80% of Insured Earnings.

B040.0039

All Options

Plan: This term means the group short term disability income coverage described in the Policy and this Certificate.

B040.0041

All Options

Reasonable Accommodation: This term means any modification or adjustment that the Employer willingly provides to: (1) a job; (2) an employment practice; (3) a work process; or (4) the work place. The modification or adjustment must make it possible for a Disabled person to: (a) reach the same level of performance as a similarly situated non-disabled person; or (b) 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.

B040.0043

All Options

Recurring Disability: This term means a later Disability that: (1) is related to an earlier Disability for which this Plan paid benefits; and (2) meets the conditions described in the Recurring Disability section of this Plan.

B040.0044

All Options

Regular and Appropriate Care: This term means, with respect to Your disabling condition(s) and any other condition(s) which, if left untreated, would adversely affect Your disabling condition, You: (1) visit a Doctor as frequently as medically required, according to generally accepted medical standards, to effectively manage these conditions; and (2) 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 or Doctors whose specialty is most appropriate according to generally accepted medical standards for Your: (a) Disability; and (b) any other conditions which left untreated would adversely affect Your disabling condition. Generally accepted medical standards are those supported by nationally recognized authorities in the health care field including: (i) the American Medical Association (AMA); (ii) the AMA Board of Medical Specialties; (iii) the Food and Drug Administration; (iv) the Centers for Disease Control; (v) the National Cancer Institute; (vi) the National Institutes of Health; (vii) the Department of Health and Human Services; and (viii) any other agency of similar repute.

B040.0045

All Options

Rehabilitation Agreement: This term means a formal agreement between: (1) You; (2) Us; and (3) Your Employer, if needed. It outlines the Rehabilitation Program in which You agree to take part.

B040.0046

All Options

Rehabilitation Program: This term means a program of work or job-related training for You that We approve in writing. Its aim is to restore Your wage earning abilities.

B040.0047

All Options

Retirement Plan: This term means 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: (1) profit sharing plans; (2) thrift plans; (3) non-qualified deferred compensation plans; (4) individual retirement accounts; (5) tax sheltered annuities; (6) 401(k), 403(b), 457 or similar plans; or (7) stock ownership plans.

Retirement plan "**retirement benefits**" are lump sum or periodic payments at normal or early retirement. Some Retirement plans make payments for Disability (as defined by those plans) that start before normal retirement age. When such payments reduce the amount that would have been paid at normal retirement age, they are retirement benefits. When such payments do not reduce the normal retirement amount, they are "**disability benefits.**"

B040.0048

All Options

Sickness: This term means an illness or disease. Pregnancy is treated as a Sickness under this Plan.

B040.0049

All Options

We, Us and Our: These terms mean The Guardian Life Insurance Company of America.

B040.0050

All Options

Weekly Benefit: This term means this Plan's Gross Weekly Benefit reduced by other income. If You are working while Disabled, Your Weekly Benefit will be further reduced based on the amount of Your Disability Earnings.

B040.0051

All Options

You or Your: These terms mean the covered Employee.

B040.0053

GENERAL PROVISIONS

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: (1) determine whether any contract, Plan or certificate is to be issued; (2) waive or alter any provisions of any contract or plan, or any of Our requirements; (3) bind Us by any statement or promise relating to the contract issued or to be issued; or (4) accept any information or representation which is not in a signed application. No agent or broker has the authority to change the contract or plan or waive any provisions of the same.

Incontestability

This Plan is incontestable, except for a fraudulent statement, after two years from its date of issue, except for non-payment of premiums.

No statement in any application, except a fraudulent statement, made by You will be used to contest the validity of Your insurance or to deny a claim for a loss incurred after such insurance has been in force for two years during Your lifetime.

If this Plan replaces a plan Your Employer had with another insurer, We may rescind this Plan based on misrepresentations or omissions 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. We also 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.

Short Term Disability Claim Provisions

Your right to make a claim for short term disability benefits provided by this Plan is governed as follows:

Notice: You must send Us written notice of an injury or sickness for which a claim is being made within 20 days of the date the injury occurs or the sickness starts. This notice should include Your name and the Policy number.

Claim Forms: We will furnish You with forms for filing proof of loss within 15 days of receipt of notice. If We do not furnish the forms on time, We will accept a written description and adequate proof of the injury or sickness that is the basis of the claim as proof of loss. You must detail the nature and extent of the loss for which the claim is being made.

Proof Of Loss: You must send written proof to Our designated office within 90 days of the loss.

Late Notice Or Proof: We will not void or reduce Your claim if You cannot send Us notice and proof of loss within the required time. In that case, You must send Us notice and proof as soon as reasonably possible.

Payment Of Benefits:We will pay short term disability benefits as soon as We receive written proof of loss.

Legal Actions: No legal action against this Plan shall be brought until 60 days from the date proof of loss has been given as shown above. No legal action shall be brought against this Plan after three years from the date of the final benefit determination.

Workers' Compensation: The short term disability benefits provided by this plan are not in place of and do not affect requirements for coverage by Workers' Compensation.

B040.0055

ELIGIBILITY FOR SHORT TERM DISABILITY INCOME COVERAGE

Eligible Employees

Subject to the conditions of eligibility set forth below, and to all of the other conditions of this Plan, You are eligible if You are in an eligible class of Employees and are an active Full-Time Employee.

If You are a partner or proprietor, We will treat You like an Employee if You meet this Plan's conditions of eligibility.

B040.0057

Conditions Of Eligibility

You are eligible for short term disability income coverage if You are:

- 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; and;
- Regularly working at least the number of hours in the normal work week set by the Employer (but not less than 30 hours per week) at: (1) the Employer's place of business; (2) some place where the Employer's business requires You to travel; or (3) any other place You and the Employer have agreed upon for the performance of occupational duties.

You are not eligible for short term disability income coverage if You are:

- A temporary or seasonal Employee.

B040.0063

All Options

Proof of Insurability: If You: (1) do not meet this Plan's enrollment requirement within 31 days after You first become eligible; or (2) enroll after You previously had coverage which ended because You failed to make a required payment, We will require Proof of Insurability. 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 of Insurability. The Schedule Of Benefits 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 that proof in writing.

If Your active Full-Time service ends before You meet any Proof of Insurability requirements that apply You will still have to meet those requirements if You are later re-employed by the Employer or an associated company within 31 days.

B040.0068

All Options

The Waiting Period: If You are in an eligible class, You are eligible for short term disability income coverage under this Plan after You complete the service waiting period, if any, established by the Employer.

B040.0069

All Options

Multiple Employment: If You work for both the Employer and a covered associated company, or for more than one covered associated company, We will treat You as if only one firm employs You. You will not have multiple short term disability income coverage under this Plan. But, if this Plan uses the amount of Your earnings to set the rates, determine class, figure coverage amounts, or for any other reason, such earnings will be figured as the sum of Your earnings from all covered Employers.

B040.0070

All Options

When Employee Coverage Starts

You must be fully capable of performing the major duties of Your regular occupation for the Employer and working Your regular number of hours at 12:01 A.M. Standard Time for Your place of residence on the date Your coverage is scheduled to start. And, You must have met all of the conditions of eligibility and the conditions shown below which apply to You. If You are not fully capable of performing the major duties of Your regular occupation on Your scheduled effective date, We will postpone the start of Your coverage while this Plan is in force. We will postpone coverage until You are so capable and working Your regular number of hours for one full day, with the expectation that You could do so for one full week.

Your coverage is scheduled to start on Your Eligibility Date.

Sometimes a scheduled effective date is not a regularly scheduled work day. If the scheduled effective date falls on (1) a holiday; (2) a vacation day; (3) a non-scheduled work day; (4) a day during an approved leave of absence not due to Sickness or Injury, of 90 days or less; or (5) a day during a period of absence that is less than 7 days in duration; and if: (a) You were fully capable of performing the major duties of Your regular occupation for the Employer on a Full-Time basis at 12:01 AM Standard Time for Your place of residence on the scheduled effective date; and (b) 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.

Any part of Your coverage which is subject to Proof of Insurability will not start unless You send such proof to Us, and We approve it in writing. Once We have approved it, that part of Your coverage is scheduled to start on Your approved effective date.

B040.0075

All Options

When Employee Coverage Ends

Your coverage will end on the first of the following dates:

- The date Your active Full-Time service ends for any reason, except as shown below under Continuation Of Coverage.
- The date You stop being an eligible Employee under this Plan.
- The date You are no longer working in the United States, or working outside of the United States for a United States based employer in a country or region approved by Us.
- The date the group Plan ends, or is discontinued for a class of Employees to which You belong.
- The last day of the period for which required payments are made for You.

B040.0081

Continuation Of Coverage

You may be Disabled when Your active Full-Time service ends due to a non-job related Injury or Sickness. In that case, Your coverage will remain in force during the: (1) Elimination Period, subject to payment of required premiums; and (2) the period for which benefits are payable by this Plan. But, the Disability must be covered by this Plan.

B040.0089

Your Right To Continue Short Term Disability Income Coverage During A Family Leave Of Absence

Important Notice: This section may not apply to Your Employer's Plan. You must contact Your Employer to find out if he or she must allow for a family leave of absence under federal law. If he or she must allow for such leave, this section applies.

If Your Coverage Would End: Your short term disability income coverage would normally end because You cease work due to an approved leave of absence. But, You may continue Your coverage if the leave has been granted to: (1) allow You to care for a seriously injured or ill spouse, child or parent; (2) after the birth or adoption of a child; (3) due to Your own serious health condition; or (4) because of a serious Injury or illness arising out of the fact that Your spouse, child, parent or next of kin who is a covered servicemember 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. To continue Your coverage, You will be required to pay the same share of the premium as You paid before the leave of absence.

When Continuation Ends: Continued coverage will end on the earliest of the following:

- The date You return to Active Work.
- In the case of a leave granted to You to care for a covered servicemember. The end of a total leave period of 26 weeks in one 12 month period. This 26 week total leave period applies to all leaves granted to You under this section for all reasons. If You take an additional leave of absence in a subsequent 12 month period, continued coverage will cease at the end of a total leave period of 12 weeks.
- In any other case, the end of a total leave period of 12 weeks in any 12 month period.
- The date on which Your Employer's Plan is terminated or You are no longer eligible for coverage under this Plan.
- The end of the period for which 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: (1) 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 (2) results in the call or order to, or retention on, active duty of members of the uniformed services under any provision of law 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 is: (1) undergoing medical treatment, recuperation or therapy; (2) otherwise in outpatient status; or (3) otherwise on the temporary disability retired list.
- **Next Of Kin:** This term means Your nearest blood relative.
- **Outpatient Status:** This term means, in the case of a covered servicemember, that he or she is assigned to: (1) a military medical treatment facility as an outpatient; or (2) 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: (1) office; (2) grade; (3) rank; or (4) rating.

B040.0090

SHORT TERM DISABILITY INCOME COVERAGE

This coverage 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.

This Certificate includes form(s) GC-SCH-STD-11-PA, which are this Plan's Schedule(s) of Benefits. Your class and benefit options are shown in the Schedule of Benefits that applies to You. See form(s) GC-SCH-STD-11-PA.

Terms with special meanings are defined. 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.

- You must: (1) become Disabled while covered by this Plan; and (2) remain Disabled and covered for this Plan's Elimination Period.
- You must provide proof of loss, as described in Claim Provisions.

Benefits accrue as of the first day after the end of the Elimination Period, subject to all Plan terms.

You may not satisfy this Plan's Elimination Period while working.

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

- The date You are no longer Disabled.
- The date You fail to provide proof of loss as required by this Plan.
- The date You earn, or are able to earn, the maximum earnings allowed while Disabled under this Plan.
- The date You are able to perform the major duties of Your Own Job on a Full-Time basis with Reasonable Accommodation.
- The date You have been outside the United States and/or a country or region approved by Us for more than two months in a 12 month period.
- The date You die.
- The end of the Maximum Payment Period.
- The date no further benefits are payable under any provision in this Plan that limits the Maximum Payment Period.
- The date You are no longer receiving Regular and Appropriate Care from a Doctor.

- The date payments end in accordance with a Rehabilitation Agreement.
- The date You refuse to take part in a Rehabilitation Program.

B040.0101

All Options

Maximum Payment Period: The Maximum Payment Period is shown in the Schedule Of Benefits.

B040.0112

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:

- You must return to Active Work right after Your benefits end.
- The Disability must recur less than two weeks after You were last entitled to benefits.
- The later Disability must be due to the same or related cause of Your earlier Disability.
- This Plan must not end during Your return to Active Work.
- You must not become covered under any other similar group income replacement plan during the time You return to Active Work.
- During the time You return to Active Work, You must: (1) stay covered by this Plan; and (2) premium payments must be made on Your behalf.
- 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 satisfy a new Elimination Period. The Recurring Disability will be subject to all the terms of this 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 satisfy a new Elimination Period. The new period of Disability will be subject to all the terms of this Plan in effect on the date the new period of Disability starts.

B040.0113

All Options

Calculation of Weekly Benefit: Your benefit is governed by the terms of this Plan in effect on the date Disability starts. Any changes to this Plan that take place: (1) while You are Disabled; or (2) 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 Weekly Benefit according to the Schedule of Benefits.

From Your Gross Weekly Benefit, subtract the amount of any income listed in Other Income Benefits that You receive or are entitled to receive. The result is Your Weekly Benefit.

B040.0115

All Options

Redetermination: This Plan redetermines Your Insured Earnings on the date a change in Your Insured Earnings occurs. The Employer must report updates to all Employees' Insured Earnings as they occur. Changes to Your Insured Earnings are subject to any Proof of Insurability requirements of this Plan. As of this Plan's redetermination date, We use Your Insured Earnings on record with Us to: (1) set rates; (2) project benefit amounts and limits; and (3) calculate premium payable under this Plan. You must be actively-at-work on a Full-Time basis on that date. If You are not, We do not do this until the date You return to Active Work on a Full-Time basis. But, changes in earnings will not apply to a Recurring Disability.

B040.0121

All Options

Other Income Benefits: You may receive, or be entitled to receive, income shown in the list below. We will reduce Your Gross Weekly Benefit by such other income benefits to determine Your Weekly Benefit from this Plan.

- Commissions or monies: (1) received; (2) payable but deferred; or (3) paid after Disability benefits start. This includes: (a) vested and nonvested renewal commissions; (b) bonuses; (c) royalties; and (d) other distributions.
- Disability benefits from any mandated benefit act or law. This includes all temporary disability or state disability benefits required by law.
- Disability benefits from all group plans of the Employer. This includes payments made by a group life insurance plan due to Your Disability. This does not include payments made from a group life insurance plan's: (1) accelerated death benefit; or (2) 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 received from partnership distributions but only to the extent that such income plus the amount of Your Gross Weekly Benefit is more than 100% of Your Insured Earnings.
- Benefits as shown below from: (1) the United States Social Security Act; (2) the Railroad Retirement Act; or (3) any other like U.S. or Canadian plan or act.
 - (a) All disability benefits for which: (i) You are entitled; and (ii) Your spouse and children are entitled due to Your Disability;
 - (b) All unreduced retirement benefits for which: (i) You are entitled; and (ii) Your spouse and children are entitled due to Your entitlement; and
 - (c) All reduced retirement benefits paid to: (i) You; and (ii) Your spouse and children due to Your receipt of such benefits.

We do not reduce Your Gross Weekly Benefit by the retirement benefits described in (b) and (c) above, to the extent that You and Your dependents were entitled to receive such income prior to the start of Disability. We will reduce the Gross Weekly Benefit by marginal increases in such income You and Your dependents were entitled to receive after Disability begins.

We will reduce Your Gross Weekly 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 Weekly Benefit by Your dependent's benefits described in (a), (b) and (c) above if: (i) the dependent's benefits are provided to You by the Social Security Administration; (ii) at the time that the Social Security Administration makes its first payment of the dependent benefits described in (a), (b), and (c) above, the dependent child remains a minor dependent or an adult Disabled dependent; and (iii) the dependent benefits under entitlement to You are greater than any dependent benefit being received under entitlement by another person, not You. If true, We will reduce Your Gross Weekly Benefit by the difference.

We do not reduce Your Gross Weekly Benefit by the benefits to which You are entitled, as described in (a), (b), and (c) above unless such benefits are greater than any widow/widower benefit You are receiving. And then We reduce Your Gross Weekly Benefit by the difference.

- Income of the type that is included in Your Insured Earnings for purposes of determining Your Gross Weekly Benefit under this Plan.
- That portion of Retirement Plan retirement benefits which the Employer funds.
- That portion of Retirement Plan disability benefits which the Employer funds.
- Retirement benefits or Retirement Plan disability benefits, due to Your Disability, from any Government Plan other than those shown above.
- Disability benefits from any: (1) No-Fault Motor Vehicle Coverage; (2) motor vehicle financial responsibility act; or (3) like law.

- Payment or settlement, with or without admission of liability, from: (1) a Workers' Compensation law; (2) an occupational disease law; or (3) any other act or law of like intent. This includes: (a) the Jones' Act; (b) the Longshoreman's and Harbor Workers' Compensation Act; or (c) any Maritime doctrine of Maintenance, Wages or Cure. If You receive a payment net of attorney fees approved by the Workers' Compensation Board or similar authority, We reduce Our benefit by the net payment.
- Disability benefits from any third party when Your Disability is the result of the negligence or intentional tort liability of that third party.
- Unemployment compensation benefits.
- Payment from Your Employer as part of a termination or severance agreement.

We integrate Your Gross Weekly Benefit with income shown above that You are entitled to receive without regard to the reason You are entitled to receive it.

Our right to reduce Your benefit by such income shall not be negated by a transfer of claim liability to a third party. Payment by such third party by law, settlement, judgment, waiver or otherwise shall not negate Our right.

B040.0132

All Options

Other Income Not Subject to Deduction: We will not reduce Your Gross Weekly Benefit by any income You receive or are entitled to receive from the list below.

- Deferred compensation arrangements such as 401(k), 403(b) or 457 plans;
- Profit sharing plans;
- Thrift plans;
- Tax sheltered annuities;
- Stock ownership plans;
- Individual Retirement Accounts (IRA);
- 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;
- Income from a sick leave, salary continuance, or paid time off plan.

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 weekly rate stated in the award into account when We determine Your Weekly Benefit. If no weekly rate is given, We divide the lump sum payment by the number of calendar days in the period for which it was awarded. This will determine the daily rate. Then, multiply the daily rate by seven. The result is the prorated weekly rate.

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 Weekly 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: (1) all possible appeals have been made; or (2) We notify You that no further appeals are required.

If We feel You are entitled to receive such income benefits, We will estimate the amount due to You and Your spouse and children. We will take this estimated amount into account when We determine Your Weekly Benefit. But, We will not take this estimated amount into account if You sign Our reimbursement agreement. In this agreement You promise: (1) to apply for any benefits for which You may be eligible; (2) to appeal any denial of such benefits until all possible appeals have been made; and (3) to repay any amount We overpaid due to an award of such benefits.

If We do reduce Your Gross Weekly Benefit by an estimated amount, We will adjust Your Weekly Benefit when We receive written proof: (1) of the amount awarded; or (2) 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.

B040.0140

All Options

Adjustment Of Weekly Benefit For Disability Earnings: This Plan will not pay benefits if You work during the Elimination Period. We adjust the Weekly Benefit for Disability Earnings as follows.

We pay the greater of the amount calculated under Method 1 or Method 2.

Method 1:

We reduce Your Weekly Benefit by 50% of Your Disability Earnings.

Method 2:

- (1) Subtract Your Disability Earnings from Your Insured Earnings.

- (2) Divide the result in (1) above by Your Insured Earnings.
- (3) Multiply the result in (2) above by Your Weekly Benefit. This is the amount We pay.

If Your Disability Earnings fluctuate widely from week to week, We may adjust Your Weekly Benefit using an average Disability Earnings amount. The average Disability Earnings amount will be computed using Your most current week's Disability Earnings and the prior two weeks Disability Earnings.

B040.0144

All Options

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 80% of Your Insured Earnings, payments from this Plan will end. Payments from this Plan will also end if You are able to earn more than 80% of Your Insured Earnings.

B040.0146

All Options

Minimum Payment: The minimum weekly payment for Disability under this Plan is \$25.00.

B040.0147

All Options

Exclusions: This Plan does not pay benefits for Disability caused by, or related to:

- Declared or undeclared war, act of war, or armed aggression;
- Service in the armed forces, National Guard, or military reserves of any state or country;
- Your taking part in a riot or civil disorder;
- Your commission of, or attempt to commit a felony;
- Your voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless: (1) it was prescribed for You by a Doctor; and (2) 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;
- Intentional self-inflicted injuries while sane or insane;
- Job-related or on-the-job Injury.

This Plan does not pay any benefits for any period of Disability:

- During which You are confined to a facility as a result of Your conviction of a crime;
- During which You are receiving medical treatment or care outside the United States or Canada unless expressly authorized by Us;
- Which starts before You are covered by this Plan; or
- During which Your loss of earnings is not solely due to Your Disability.

B040.0153

All Options

Services

Rehabilitation And Case Management: We will review Your Disability to see if certain services are likely to help You return to Gainful Work. If needed, We may ask for more medical or vocational information.

When Our review is complete, We may offer You a Rehabilitation Program. We have the right to suspend or end Your Weekly Benefit if You do not accept it.

The Rehabilitation Program will start when a written Rehabilitation Agreement is signed by: (1) You; (2) Us; and (3) Your Employer, if needed. The program may include, but is not limited to:

- Vocational assessment of Your work potential;
- Coordination and transition planning with an Employer for Your return to work;
- Consulting with Your Doctor on Your return to work and need for accommodations;
- Training in job seeking skills and resume preparation; and
- Retraining.

We have the right to determine which services are appropriate.

If You accept the Rehabilitation Agreement, We will pay an enhanced benefit. The enhanced benefit will be 110% of the Weekly Benefit that would otherwise be paid. This enhanced benefit will be payable as of the first Weekly Benefit after the Rehabilitation Program starts.

We stop paying the enhanced benefit on the earliest of:

- The date Your benefits from this Plan end;
- The date You violate the terms of the Rehabilitation Agreement;
- The date You end the Rehabilitation Program; and
- 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:

- You incur expense to provide care for a qualified dependent; and
- The care is provided by a licensed provider other than a family member.

The dependent care expense benefit will be the lesser of: (1) \$100.00 per week per qualified dependent; not to exceed \$300.00 per week for all qualified dependents combined; and (2) the actual weekly 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: (1) incurring dependent care expenses for a qualified dependent; (2) participating in a Rehabilitation Program; or (3) entitled to receive a Weekly Benefit from this Plan.

As used here, "qualified dependent" means a person who is: (1) dependent upon You for main support and maintenance; and (2) under the age of fourteen; and (3) Your biological child, lawfully adopted child, stepchild or any other child who is living with You in a regular parent- child relationship. The term also means a family member age fourteen or over who is physically or mentally incapable of caring for him or herself.

B040.0155

All Options

Worksite Modification: In order to accommodate Your Disability, an Employer may incur a cost to modify his or her worksite. We may reimburse the Employer, up to \$2,500.00 for the cost of the worksite modification. We make this payment if We agree that the modification will enable You to: (1) return to work; or (2) remain at work.

B040.0157

All Options

Claim Provisions

Authority: We have the sole discretionary authority to: (1) interpret the terms of this Plan; and (2) determine Your eligibility for coverage and benefits under this 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 Your intent to file a claim under this Plan as described in the Certificate's General Provisions. For details, You can call Us at 1-800-268-2525.

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 Your Sickness or Injury. Proof of loss must be given to Us within the time stated in the Certificate's General 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.

- The date Disability began.
- Your last day of Active Work.
- The cause of Disability.
- The extent of Disability, including limitations and restrictions preventing You from performing the major duties of Your Own Job.
- If Your occupation requires that You carry liability or malpractice insurance, any changes to such insurance that become effective on or after the date of Disability.
- Objective Medical Evidence in support of Your limitations and restrictions, beginning with the date Disability began.
- Objective Proof of Your Restrictions and Limitations, beginning with the date Disability began.
- The prognosis of Disability.
- 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.
- Proof that You are currently receiving Regular and Appropriate Care from a Doctor.
- Proof that You have been receiving Regular and Appropriate Care from a Doctor, from the date Disability began.
- Proof of Insured Earnings.
- Proof of Disability Earnings.
- Payroll or absence data from the Employer for the three months prior to the date Disability began, or other period We specify.
- Proof of application for all other sources of income to which You may be entitled, that may affect Your payment from this Plan.
- Proof of receipt of other income that may affect Your payment from this Plan.

You must provide Objective Medical Evidence from a Doctor who is not Yourself, Your spouse, child, parent, sibling or business associate.

Proof of Insured Earnings and Disability Earnings may consist of: (1) copies of Your W-2 forms; (2) payroll records from Your Employer(s); (3) copies of Your U.S. Individual Income Tax Returns; (4) copies of the U.S. income tax returns from any business in which You hold an ownership or shareholder interest; (5) a statement from a certified public accountant; (6) copies of any income records accepted or required by the IRS; 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 Short Term Disability Claims Department
P.O. Box 26160
Lehigh Valley, PA 18002-6160.

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 this 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 biweekly 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: (1) Your estate; or (2) Your spouse, parents, children, or brothers and sisters.

Partial Week Payment: You may be Disabled for only part of a week. In this case, We compute Your payment as 1/7th of the benefit to which You would be entitled for the full week times the number of days You are Disabled.

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.

B040.0158

SUBROGATION AND RIGHT OF RECOVERY

Purpose: When You have the right to recover amounts paid by this Plan. We also have certain rights. These are explained below.

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

- **Guardian:** This term means a person who has the care of the person or property of another.
- **Insurance Coverage:** This term means any insurance which provides coverage for: (1) medical expense payments; or (2) liability. This includes, but is not limited to: (a) uninsured motorist coverage; (b) underinsured motorist coverage; (c) personal umbrella coverage; (d) medical payments coverage; (e) workers compensation coverage; (f) no-fault automobile insurance coverage; or (g) any first party insurance.
- **Third Party:** This term means any party actually, possibly, or potentially responsible for making any payment to You due to Your Injury, Sickness or condition. This term also means such party's: (1) liability insurer; or (2) any insurance coverage. But, this term does not mean: (a) Us; or (b) You.
- **You:** This term means the covered Employee. It also includes Your parent or guardian if You are a minor or incompetent.

Subrogation: When this Plan pays a benefit, We will immediately be subrogated to Your rights of recovery from any third party to the full extent of benefits paid.

Recovery: If You receive a payment from any third party or insurance coverage due to an Injury, Sickness or condition, We have the right to recover from, and be repaid by, You for all amounts this Plan has paid due to that Injury, Sickness or condition, up to and including the full amount You receive from any third party or insurance coverage.

Constructive Trust: You must serve as a constructive trustee over the funds that constitute payment from any third party or insurance coverage due to Your Injury, Sickness or condition. If You fail to hold such funds in trust, it will be deemed a breach of Your fiduciary duty to Us.

Lien Rights: We will have a lien to the extent of benefits We paid due to Your Injury, Sickness or condition for which the third party is liable. The lien will be imposed on any recovery, whether by settlement, judgement, or otherwise, including from any insurance coverage, that You receive due to Your Injury, Sickness or condition. The lien may be enforced against any party who holds funds or proceeds which represent the amount of benefits paid by Us. This includes, but is not limited to: (1) You; (2) Your representative or agent; (3) the third party; (4) the third party's insurer, representative or agent; and (5) any other source who holds such funds.

First Priority Claim: This Plan's recovery rights are a first priority claim against all third parties and are to be paid to Us before any other claim for Your damages. This Plan will be entitled to full repayment on a first dollar basis from any third party's payments, even if such payment to the plan will result in a recovery to You which is not sufficient: (1) to make You whole; or (2) to compensate You in part or in whole for the damages sustained. This Plan is not required to participate in or pay court costs or attorney fees to the attorney hired by You to pursue Your damage claim.

Applicable To All Settlements And Judgements: We are entitled to full recovery regardless of whether: (1) any liability for payment is admitted by a third party; or (2) the settlement or judgement received by You identifies the benefits the plan paid. This Plan is entitled to recover from any and all settlements or judgements, even those designated as: (a) pain and suffering; or (b) non-economic damages only.

Cooperation: You must fully cooperate with Our efforts to recover the benefits paid under this Plan. You must notify Us within 30 days of the date when any notice is given to any party, including an insurance company or attorney, of Your intention to pursue or investigate a claim to recover damages or obtain compensation due to Injury, Sickness or condition sustained by You. You and Your agents, must provide all information requested by Us or Our representative. This includes, but is not limited to, completing and submitting any applications or other forms or statements as We may reasonably request. Failure to do this may result in the termination of benefits or the instigation of legal action against You.

You must do nothing: (1) to prejudice Our rights as described in this section; or (2) to prejudice Our ability to enforce the terms of this section. This includes, but is not limited to, refraining from making any settlement or recovery that attempts to reduce or exclude the full amount of all benefits paid by this Plan.

We have the right to conduct an investigation regarding the Injury, Sickness or condition to identify any third party. We reserve the right to notify the third party and his or her agents of Our lien. Agents include, but are not limited to: (1) insurance companies; and (2) attorneys.

Interpretation: In the event that any claim is made that any part of this section is ambiguous, or questions arise as to the meaning or intent of any of its terms, We have the sole authority and discretion to resolve all disputes regarding the interpretation of this section.

Jurisdiction: Any legal action or proceeding with respect to this section may be brought in any court of competent jurisdiction as We may choose. You must submit to each such jurisdiction and waive whatever rights may correspond to You by reason of Your present or future domicile.

B040.0160

All Options

SHORT TERM DISABILITY INCOME COVERAGE SCHEDULE OF BENEFITS

Effective January 1, 2014 this Schedule of Benefits is attached to the Certificate. This Schedule of Benefits replaces any previously issued Schedule of Benefits.

B040.0162

All Options

Elimination Period During Disability For Disability due to Injury 29 days
For Disability due to Sickness 29 days

B040.0164

All Options

Maximum Payment Period For Each Disability For Disability due to Injury 22 weeks
For Disability due to Sickness 22 weeks

B040.0168

All Options

Gross Weekly Benefit 66 2/3% of Your Insured Earnings to a maximum benefit of \$2,500.00.
The benefit will be rounded to the nearest \$1.00, if not already a multiple of that amount.

Note: We integrate Your Gross Weekly Benefit with certain other income You may receive. Read all of the terms of this Plan to see: (1) the other income with which We integrate; and (2) how We integrate.

B040.0174

All Options

Changes To Coverage

Changes In Coverage Amounts If You are not Actively At Work on a Full-Time basis, any change in Your amount of coverage will not become effective prior to the date You return to Active Work on a Full-Time basis.

Changes In Insurance Classification If Your classification changes, coverage will not be changed to the new amount until the first day on which You are: (1) Actively At Work on a Full-Time basis; and (2) make a contribution, if required, for the new classification.

If a contribution is required for the new classification for which a larger amount of coverage is provided, You must make the required contribution for the new amount within 31 days of the change. If You do not make the required contribution within 31 days of the change or within 31 days of becoming Actively At Work on a Full-Time basis, if You are not Actively At Work on a Full-Time basis, when Your classification changes, no increase will be allowed due to such change or any later change. In that case, in order to become covered for the larger amount, You must: (1) make the required contribution for the new amount; and (2) furnish Proof of Insurability to Us, which We approve in writing.

If the coverage amount was previously reduced because of age or retirement, it will be retained at the reduced amount.

B040.0179

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".

All Options

CERTIFICATE OF COVERAGE

The Guardian
7 Hanover Square
New York, New York 10004

The group long term disability income coverage described in this Certificate is attached to the group Policy effective January 1, 2014. This Certificate replaces any Certificate previously issued under this Plan or under any other plan providing similar or identical benefits issued to the planholder by Guardian.

GROUP LONG TERM DISABILITY INCOME COVERAGE

Guardian certifies that the Employee to whom this Certificate is issued is entitled to the benefits described herein. However, the Employee must: (a) satisfy all of this Plan's eligibility and effective date requirements; (b) be listed in Our and/or the Policyholder's records as a validly covered Employee under this Plan; and (c) all required premium payments must have been made by or on behalf of the Employee.

The Employee is not covered by any part of this Plan for which he or she has waived coverage. Such a waiver of coverage is shown in Our and/or the Policyholder's records.

Policyholder: THE COMMONWEALTH MEDICAL COLLEGE

Group Policy Number: 00496297

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

B040.0792

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All Options

DEFINITIONS

This section defines certain terms appearing in Your Certificate.

B040.0210

All Options

Active Work, Actively At Work or Actively Working: These terms mean You are able to perform, and are performing, all of the regular duties of Your work for the Employer, on a Full-Time basis at: (1) one of the Employer's usual places of business; (2) some place where the Employer's business requires You to travel; or (3) any other place You and the Employer have agreed on for Your work.

B040.0212

All Options

CPI-W: This term means 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.

B040.0215

All Options

Disability or Disabled: These terms mean that a current Sickness or Injury causes impairment to such a degree that You are:

- Not able to perform, on a Full-Time basis, the major duties of Your Own Occupation during the Elimination Period and the Own Occupation period.
- Not able to perform, on a Full-Time basis, the major duties of any Gainful Work after the end of the Own Occupation period.

You are not Disabled if You earn, or are able to earn, more than this Plan's maximum allowed Disability Earnings.

If, prior to Your Disability, You are required to work more than 40 hours per week on average, You will not be considered Disabled if You can work for 40 hours per week.

Neither loss of a professional or occupational license due to misconduct or unlawful activity or receipt of, or entitlement to, Social Security disability benefits in and of themselves constitute Disability under this Plan.

B040.0217

All Options

Disability Earnings: This term means 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 the 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, Disability Earnings also includes Maximum Capacity Earnings beginning with the earlier of the date You: (1) have been terminated from employment with the Employer; (2) have been Disabled for 12 months in a row; or (3) have been offered a job or workplace modification by the Employer and You do not return to work.

B040.0229

All Options

Doctor: Any medical practitioner We are required by law to recognize. He or she must: (1) be properly licensed or certified by the laws of the state where he or she practices; and (2) provide services that are within the lawful scope of his or her practice.

B040.0230

All Options

Eligibility Date: This term means the earliest date You are eligible for coverage under this Plan.

B040.0231

All Options

Elimination Period: This term means 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 on a Full-Time basis performing the major duties of Your Own Occupation, 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.

If at the end of the Elimination Period, You are not able to perform, on a Full-Time basis, the major duties of Your Own Occupation, but You earn or are able to earn 80% or more of Your indexed Insured Earnings, the Elimination Period will be extended until the earlier of: (a) six months from the date benefits otherwise would have commenced; or (b) until You are unable to earn 80% or more of Your indexed Insured Earnings. If at the end of this time period, You earn or are able to earn 80% or more of Your indexed Insured Earnings, You must start a new Elimination Period.

We do not require You to complete an Elimination Period if: (1) You were covered under a similar income replacement plan the Employer had with another carrier on the day before this Plan starts; and (2) Your Disability would have been a Recurring Disability under the prior plan had it remained in effect.

B040.0232

All Options

Employee: This term means a person who works for the Employer and whose income is reported for tax purposes using a W-2 or 1099 form.

B040.0234

All Options

Employer: This term means THE COMMONWEALTH MEDICAL COLLEGE .

B040.0235

All Options

Full-Time: This term means You regularly work at least the number of hours in the normal work week set by the Employer (but not less than 30 hours per week) at: (1) Your Employer's place of business; (2) some place where the Employer's business requires You to travel; or (3) any other place You and Your Employer have agreed upon for the performance of occupational duties.

B040.0237

All Options

Gainful Occupation or Gainful Work: These terms mean work for which You are, or may become, qualified by: (1) training; (2) education; or (3) experience. When You are able to perform such work, You can be expected to earn at least 80% of Your indexed Insured Earnings while working or 60% of Your indexed Insured Earnings if You are not working, within 12 months of returning to work.

B040.0247

All Options

Government Plan: This term means 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.

B040.0240

All Options

Gross Monthly Benefit: This term means this Plan's Monthly Benefit before it is integrated with other income and earnings.

B040.0241

All Options

Injury: This term means a bodily Injury due to an accident that occurs, independent of all other causes, while You are covered by this Plan. Subject to all other requirements, We will cover a Disability caused by an Injury when the Disability starts within 90 days of the date of such Injury.

B040.0242

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 date immediately prior to the start of Your Disability.

B040.0246

All Options

- **For Partners And S Corporation Shareholders:** Insured Earnings means the sum of the amounts listed below, divided by 12.
 - (1) Your compensation as an Employee or S Corporation shareholder, as reported on Your Federal Income Tax Return(s), 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.
 - (2) Your non-passive income (loss) from trade of business as reported on Schedule E - Part II of Your Federal Income Tax Return(s), Form 1040, for the prior calendar year, less any expenses incurred and reported elsewhere on Your Return; and
 - (3) 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 full prior calendar year. In that 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 S Corporation shareholder during that calendar year.

- **For Sole Proprietors:** Insured Earnings means the sum of the amounts listed below.
 - (1) Your average monthly net profit as determined from Schedule C - Part II of Your Federal Income Tax Return(s), Form 1040 for the prior calendar year.
 - (2) Your average monthly contribution 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.

Monthly net profit is calculated as gross income less total expenses.

You may not have been a sole proprietor for the prior calendar year. In that 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 time.

- **For Any Other Employee Who Receives Base Salary Only:** Insured Earnings means Your base monthly salary from the Employer. The term also includes Your contributions deposited into a: (1) cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and (2) 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 not included. The term also does not include: (a) bonuses; (b) commissions; (c) overtime pay; (d) expense accounts; (e) stock options; and (f) any other extra compensation. If You are paid hourly, We calculate monthly earnings based on actual hours worked or billed in the two months before the start of Your Disability. If You are paid hourly, We calculate monthly earnings based on actual hours worked or billed in the two months before the start of Your Disability. We do not include pay for hours worked or billed over 40 per week.

- **For Employees 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. If You do not have an annual contract salary, Insured Earnings means Your prior calendar year salary divided by 12. The term also includes Your contributions deposited into a: (1) cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and (2) 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 not included. The term also does not include: (a) overtime pay; (b) expense accounts; (c) stock options; and (d) any other extra compensation. If You are paid hourly, We calculate monthly earnings based on actual hours worked or billed in the eight weeks before the start of Your Disability. If You are paid hourly, We calculate monthly earnings based on actual hours worked or billed in the two months before the start of Your Disability. We do not include pay for hours worked or billed over 40 per week.

- **For Employees Whose Income Is Reported On A IRS Form 1099:** Insured Earnings means Your average rate of monthly earnings as figured from the 1099 form(s) received from the Employer for the prior calendar year. Earnings are calculated as Your earned income as reported on the 1099 form(s) minus business expenses as reported on Schedule C - Part II of Your Federal Income Tax Return(s), Form 1040. Your average rate of monthly earnings is calculated as such earnings divided by 12 or the number of months You worked for the Employer during such calendar year, if less than 12. The term also includes Your contributions deposited into a: (1) cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and (2) elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

B040.0249

All Options

Maximum Capacity Earnings: During the Own Occupation period, this term means the income You could earn if working to the fullest extent to which You are able in Your Own Occupation. After the Own Occupation period, this term means the income You could earn if working to the fullest extent to which You are able 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: (1) Your treating Doctor; (2) impartial medical or vocational exams; (3) peer review specialists; (4) functional capacities exams; and (5) other medical and vocational specialists whose area of expertise is appropriate to Your Disability.

B040.0257

All Options

Maximum Payment Period: This term means the longest time that benefits are paid by this Plan, subject to all terms, limitations and exclusions.

B040.0260

All Options

Mental Illness: This term 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 source. A Mental Illness may: (1) be caused by; (2) be contributed to by; or (3) result in physical, biological or chemical factors or symptoms. For purposes of this Plan, Mental Illness does not include: (1) irreversible dementia caused by Alzheimer's disease, stroke, trauma or viral infection; or (2) any other condition not typically treated by a psychiatrist, clinical psychologist or other qualified mental health professional.

B040.0261

All Options

Monthly Benefit: This term means 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.

B040.0263

All Options

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

B040.0264

All Options

Objective Medical Evidence: This term includes, but is not limited to: (1) diagnostic testing; (2) laboratory reports; and (3) medical records of a Doctor's exam documenting clinical signs, presence of symptoms and test results consistent with generally accepted medical standards supported by nationally recognized authorities in the health care field.

B040.0265

All Options

Objective Proof of Your Restrictions and Limitations: During the Own Occupation period this term means objective proof of Your inability to perform the duties of Your Own Occupation, and including all restrictions and limitations relating to Your inability to work. After the Own Occupation period, this term means objective proof of Your inability to perform the duties of any Gainful Work and including all restrictions and limitations relating to Your inability to work.

B040.0266

All Options

Own Occupation: This term means:

- The occupation(s): (1) You are routinely performing immediately prior to Disability; (2) which is Your primary source of income prior to Disability; and (3) for which You are covered under this Plan. Occupation includes any employment, trade or profession that are related in terms of similar tasks, functions, skills, abilities, knowledge, training and experience required by Employers from those engaged in a particular occupation in the general labor market in the national economy. Occupation is not specific to a certain Employer or a certain location.

B040.0268

All Options

Part-time: This term means:

- With respect to eligibility for benefits, 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.

B040.0273

All Options

Plan: This term means the group long term disability income coverage described in the Policy and this Certificate.

B040.0281

All Options

Reasonable Accommodation: This term means any modification or adjustment that the Employer willingly provides to: (1) a job; (2) an employment practice; (3) a work process; or (4) the work place. The modification or adjustment must make it possible for a Disabled person to: (a) reach the same level of performance as a similarly situated non-disabled person; or (b) 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.

B040.0283

All Options

Recurring Disability: This term means a later Disability that: (1) is related to an earlier Disability for which this Plan paid benefits; and (2) meets the conditions described in the Recurring Disability section of this Plan.

B040.0284

All Options

Regular and Appropriate Care: This term means, with respect to Your disabling condition(s) and any other condition(s) which, if left untreated, would adversely affect Your disabling condition, You: (1) visit a Doctor as frequently as medically required, according to generally accepted medical standards, to effectively manage these conditions; and (2) 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 or Doctors whose specialty is most appropriate according to generally accepted medical standards for Your: (a) Disability; and (b) any other conditions which left untreated would adversely affect Your disabling condition. Generally accepted medical standards are those supported by nationally recognized authorities in the health care field including: (i) the American Medical Association (AMA); (ii) the AMA Board of Medical Specialties; (iii) the Food and Drug Administration; (iv) the Centers for Disease Control; (v) the National Cancer Institute; (vi) the National Institutes of Health; (vii) the Department of Health and Human Services; and (viii) any other agency of similar repute.

B040.0285

All Options

Rehabilitation Agreement: This term means a formal agreement between: (1) You; (2) Us; and (3) Your Employer, if needed. It outlines the Rehabilitation Program in which You agree to take part.

B040.0286

All Options

Rehabilitation Program: This term means a program of work or job-related training for You that We approve in writing. Its aim is to restore Your wage earning abilities.

B040.0287

All Options

Retirement Plan: This term means 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: (1) profit sharing plans; (2) thrift plans; (3) non-qualified deferred compensation plans; (4) individual retirement accounts; (5) tax sheltered annuities; (6) 401(k), 403(b), 457 or similar plans; or (7) stock ownership plans.

Retirement Plan "**retirement benefits**" are lump sum or periodic payments at normal or early retirement. Some Retirement Plans make payments for Disability (as defined by those plans) that start before normal retirement age. When such payments reduce the amount that would have been paid at normal retirement age, they are retirement benefits. When such payments do not reduce the normal retirement amount, they are "**disability benefits.**"

B040.0288

All Options

Sickness: This term means an illness or disease. Pregnancy is treated as a Sickness under this Plan.

B040.0289

All Options

We, Us and Our: These terms mean The Guardian Life Insurance Company of America.

You or Your: These terms mean the covered Employee.

B040.0290

GENERAL PROVISIONS

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: (1) determine whether any contract, Plan or certificate is to be issued; (2) waive or alter any provisions of any contract or plan, or any of Our requirements; (3) bind Us by any statement or promise relating to the contract issued or to be issued; or (4) accept any information or representation which is not in a signed application. No agent or broker has the authority to change the contract or plan or waive any provisions of the same.

Incontestability

This Plan is incontestable, except for a fraudulent statement, after two years from its date of issue, except for non-payment of premiums.

No statement in any application, except a fraudulent statement, made by You will be used to contest the validity of Your insurance or to deny a claim for a loss incurred after such insurance has been in force for two years during Your lifetime.

If this Plan replaces a plan Your Employer had with another insurer, We may rescind this Plan based on misrepresentations or omissions 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. We also 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.

Long Term Disability Claim Provisions

Your right to make a claim for long term disability benefits provided by this Plan is governed as follows:

Notice: You must send Us written notice of an injury or sickness for which a claim is being made within 20 days of the date the injury occurs or the sickness starts. This notice should include Your name and the Policy number.

Claim Forms: We will furnish You with forms for filing proof of loss within 15 days of receipt of notice. If We do not furnish the forms on time, We will accept a written description and adequate proof of the injury or sickness that is the basis of the claim as proof of loss. You must detail the nature and extent of the loss for which the claim is being made.

Proof Of Loss: You must send written proof to Our designated office within 90 days of the loss.

Late Notice Or Proof: We will not void or reduce Your claim if You cannot send Us notice and proof of loss within the required time. In that case, You must send Us notice and proof as soon as reasonably possible.

Payment Of Benefits: We will pay long term disability benefits as soon as We receive written proof of loss.

Legal Actions: No legal action against this Plan shall be brought until 60 days from the date proof of loss has been given as shown above. No legal action shall be brought against this Plan after three years from the date of the final benefit determination.

Workers' Compensation: The long term disability benefits provided by this plan are not in place of and do not affect requirements for coverage by Workers' Compensation.

B040.0292

All Options

ELIGIBILITY FOR LONG TERM DISABILITY INCOME COVERAGE

Eligible Employees

Subject to the conditions of eligibility set forth below, and to all of the other conditions of this Plan, You are eligible if You are in an eligible class of Employees and are an active Full-Time Employee.

If You are a partner or proprietor, We will treat You like an Employee if You meet this Plan's conditions of eligibility.

B040.0294

All Options

Conditions Of Eligibility

You are eligible for long term disability income coverage if You are:

- 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; and;
- Regularly working at least the number of hours in the normal work week set by the Employer (but not less than 30 hours per week) at: (1) the Employer's place of business; (2) some place where the Employer's business requires You to travel; or (3) any other place You and the Employer have agreed upon for the performance of occupational duties.

You are not eligible for long term disability income coverage if You are:

- A temporary or seasonal Employee.

B040.0300

All Options

Enrollment Requirement: If You must pay all or part of the cost of Your coverage, We will not cover You until You enroll and agree to make the required payments.

B040.0303

All Options

Proof of Insurability: If You: (1) do not meet this Plan's enrollment requirement within 31 days after You first become eligible; or (2) enroll after You previously had coverage which ended because You failed to make a required payment, We will require Proof of Insurability. 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 of Insurability. The Schedule Of Benefits 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 that proof in writing.

If Your active Full-Time service ends before You meet any Proof of Insurability requirements that apply You will still have to meet those requirements if You are later re-employed by the Employer or an associated company within 31 days.

B040.0305

All Options

The Waiting Period: If You are in an eligible class, You are eligible for long term disability income coverage under this Plan after You complete the service waiting period, if any, established by the Employer.

B040.0306

All Options

Multiple Employment: If You work for both the Employer and a covered associated company, or for more than one covered associated company, We will treat You as if only one firm employs You. You will not have multiple long term disability income coverage under this Plan. But, if this Plan uses the amount of Your earnings to set the rates, determine class, figure coverage amounts, or for any other reason, such earnings will be figured as the sum of Your earnings from all covered Employers.

B040.0307

All Options

When Employee Coverage Starts

You must be fully capable of performing the major duties of Your regular occupation for the Employer and working Your regular number of hours at 12:01 A.M. Standard Time for Your place of residence on the date Your coverage is scheduled to start. And, You must have met all of the conditions of eligibility and the conditions shown below which apply to You. If You are not fully capable of performing the major duties of Your regular occupation on Your scheduled effective date, We will postpone the start of Your coverage while this Plan is in force. We will postpone coverage until You are so capable and working Your regular number of hours for one full day, with the expectation that You could do so for one full week.

Your coverage is scheduled to start on Your Eligibility Date.

Sometimes a scheduled effective date is not a regularly scheduled work day. If the scheduled effective date falls on: (1) a holiday; (2) a vacation day; (3) a non-scheduled work day; (4) a day during an approved leave of absence not due to Sickness or Injury, of 90 days or less; or (5) a day during a period of absence that is less than 7 days in duration; and if: (a) You were fully capable of performing the major duties of Your regular occupation for the Employer on a Full-Time basis at 12:01 AM Standard Time for Your place of residence on the scheduled effective date; and (b) 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.

Any part of Your coverage which is subject to Proof of Insurability will not start unless You send such proof to Us, and We approve it in writing. Once We have approved it, that part of Your coverage is scheduled to start on Your approved effective date.

B040.0314

All Options

When Employee Coverage Ends

Your coverage will end on the first of the following dates:

- The date Your active Full-Time service ends for any reason, except as shown below under Continuation Of Coverage.
- The date You stop being an eligible Employee under this Plan.
- The date You are no longer working in the United States, or working outside of the United States for a United States based employer in a country or region approved by Us.
- The date the group Plan ends, or is discontinued for a class of Employees to which You belong.
- The last day of the period for which required payments are made for You.

B040.0321

Continuation Of Coverage

You may be Disabled when Your active Full-Time service ends. In that case, Your coverage will remain in force during the: (1) Elimination Period, subject to payment of required premiums; and (2) the period for which benefits are payable by this Plan. But, the Disability: (a) must be covered by this Plan; and (b) benefits must not be excluded due to this Plan's pre-existing conditions provision.

You may be Disabled when Your active service ends due to a job-related Injury or Sickness. In that case, Your coverage will remain in force until the earlier of the date: (1) You are terminated from employment with the Employer; or (2) You have been Disabled for six months.

B040.0328

Your Right To Continue Long Term Disability Income Coverage During A Family Leave Of Absence

Important Notice: This section may not apply to Your Employer's Plan. You must contact Your Employer to find out if he or she must allow for a family leave of absence under federal law. If he or she must allow for such leave, this section applies.

If Your Coverage Would End: Your long term disability income coverage would normally end because You cease work due to an approved leave of absence. But, You may continue Your coverage if the leave has been granted to: (1) allow You to care for a seriously injured or ill spouse, child or parent; (2) after the birth or adoption of a child; (3) due to Your own serious health condition; or (4) because of a serious Injury or illness arising out of the fact that Your spouse, child, parent or next of kin who is a covered servicemember 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. To continue Your coverage, You will be required to pay the same share of the premium as You paid before the leave of absence.

When Continuation Ends: Continued coverage will end on the earliest of the following:

- The date You return to Active Work.
- In the case of a leave granted to You to care for a covered servicemember. The end of a total leave period of 26 weeks in one 12 month period. This 26 week total leave period applies to all leaves granted to You under this section for all reasons. If You take an additional leave of absence in a subsequent 12 month period, continued coverage will cease at the end of a total leave period of 12 weeks.
- In any other case, the end of a total leave period of 12 weeks in any 12 month period.

- The date on which Your Employer's Plan is terminated or You are no longer eligible for coverage under this Plan.
- The end of the period for which 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: (1) 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 (2) results in the call or order to, or retention on, active duty of members of the uniformed services under any provision of law 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 is: (1) undergoing medical treatment, recuperation or therapy; (2) otherwise in outpatient status; or (3) otherwise on the temporary disability retired list.
- **Next Of Kin:** This term means Your nearest blood relative.
- **Outpatient Status:** This term means, in the case of a covered servicemember, that he or she is assigned to: (1) a military medical treatment facility as an outpatient; or (2) 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: (1) office; (2) grade; (3) rank; or (4) rating.

B040.0330

LONG TERM DISABILITY INCOME COVERAGE

This coverage 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.

This Certificate includes form(s) GC-SCH-LTD-11-PA, which are this Plan's Schedule(s) of Benefits. Your class and benefit options are shown in the Schedule of Benefits that applies to You. See form(s) GC-SCH-LTD-11-PA.

Terms with special meanings are defined. 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.

- You must: (1) become Disabled while covered by this Plan; and (2) remain Disabled and covered for this Plan's Elimination Period.
- You must provide proof of loss, as described in Claim Provisions.

Benefits accrue as of the first day after the end of the Elimination Period, subject to all Plan terms.

You can satisfy the Elimination Period while working, provided You are Disabled.

Waiver Of Premium: We waive Your premiums for this coverage 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:

- The date You are no longer Disabled.
- The date You fail to provide proof of loss as required by this Plan.
- The date You earn, or are able to earn, the maximum earnings allowed while Disabled under this Plan.
- The date You are able to perform the major duties of Your Own Occupation on a Full-Time basis with Reasonable Accommodation.
- After the Own Occupation period, the date You are able to perform the major duties of any Gainful Work on a Full-Time basis with Reasonable Accommodation.
- The date You have been outside the United States and/or a country or region approved by Us for more than two months in a 12 month period.
- The date You die.

- The end of the Maximum Payment Period.
- The date no further benefits are payable under any provision in this Plan that limits the Maximum Payment Period.
- The date You are no longer receiving Regular and Appropriate Care from a Doctor.
- The date payments end in accordance with a Rehabilitation Agreement.
- The date You refuse to take part in a Rehabilitation Program.

B040.0344

All Options

Maximum Payment Period: The Maximum Payment Period is shown in the Schedule Of Benefits. But, it may be less than that shown due to: (1) the nature of Your Disability; (2) the date You were first treated for the cause of Your Disability; and (3) the length of time You have been covered by this Plan. See Disabilities With A Limited Maximum Payment Period and Pre-Existing Conditions.

B040.0387

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:

- You must return to Active Work right after Your benefits end.
- The Disability must recur less than six months after You were last entitled to benefits.
- The later Disability must be due to the same or related cause of Your earlier Disability.
- This Plan must not end during Your return to Active Work.
- You must not become covered under any other similar group income replacement plan during the time You return to Active Work.
- During the time You return to Active Work, You must: (a) stay covered by this Plan; and (b) premium payments must be made on Your behalf.

- 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 satisfy a new Elimination Period. The Recurring Disability will be subject to all the terms of this 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 satisfy a new Elimination Period. The new period of Disability will be subject to all the terms of this Plan in effect on the date the new period of Disability starts.

B040.0392

All Options

Calculation of Monthly Benefit: Your benefit is governed by the terms of this Plan in effect on the date Disability starts. Any changes to this Plan that take place: (1) while You are Disabled; or (2) 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 or are entitled to receive. The result is Your Monthly Benefit.

B040.0394

All Options

Redetermination: This Plan redetermines Your Insured Earnings on the date a change in Your Insured Earnings occurs. The Employer must report updates to all Employees' Insured Earnings as they occur. Changes to Your Insured Earnings are subject to any Proof of Insurability requirements of this Plan. As of this Plan's redetermination date, We use Your Insured Earnings on record with Us to: (1) set rates; (2) project benefit amounts and limits; and (3) calculate premium payable under this Plan. You must be actively-at-work on a Full-Time basis on that date. If You are not, We do not do this until the date You return to Active Work on a Full-Time basis . But, changes in earnings will not apply to a Recurring Disability.

B040.0402

All Options

Other Income Benefits: You may receive, or be entitled to receive, income shown in the list below. We will reduce Your Gross Monthly Benefit by such other income benefits to determine Your Monthly Benefit from this Plan.

- Commissions or monies: (1) received; (2) payable but deferred; or (3) paid after Disability benefits start. This includes: (a) vested and nonvested renewal commissions; (b) bonuses; (c) royalties; and (d) other distributions.

- Disability benefits from any mandated benefit act or law. This includes all temporary disability or state disability benefits required by law.
- Disability benefits from all group plans of the Employer. This includes payments made by a group life insurance plan due to Your Disability. This does not include payments made from a group life insurance plan's: (1) accelerated death benefit; or (2) 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 received from partnership distributions but only to the extent that such income plus the amount of Your Gross Monthly Benefit is more than 100% of Your Insured Earnings.
- Benefits as shown below from: (1) the United States Social Security Act; (2) the Railroad Retirement Act; or (3) any other like U.S. or Canadian plan or act.
 - (a) All disability benefits for which: (i) You are entitled; and (ii) Your spouse and children are entitled due to Your Disability;
 - (b) All unreduced retirement benefits for which: (i) You are entitled; and (ii) Your spouse and children are entitled due to Your entitlement; and
 - (c) All reduced retirement benefits paid to: (i) You; and (ii) Your spouse and children due to Your receipt of such benefits.

We do not reduce Your Gross Monthly Benefit by the retirement benefits described in (b) and (c) above, to the extent that You and Your dependents were entitled to receive such income prior to the start of Disability. We will reduce the Gross Monthly Benefit by marginal increases in such income You and Your dependents were entitled to receive after Disability begins.

We will reduce Your Gross Monthly Benefit by benefits referred to in (a), (b) and (c) above, net of attorney fees, approved by the Social Security Administration.

We will reduce Your Gross Monthly Benefit by Your dependents' benefits described in (a), (b) and (c) above if: (i) the dependents' benefits are provided to You by the Social Security Administration; (ii) at the time that the Social Security Administration makes its first payment of the dependent benefits described in (a), (b), and (c) above, the dependent child remains a minor dependent or an adult Disabled dependent, and (iii) the dependent benefits under entitlement to You are greater than any dependent benefit being received under entitlement by another person, not You. If true, We will reduce Your Gross Monthly Benefit by the difference.

We do not reduce Your Gross Monthly Benefit by the benefits to which You are entitled, as described in (a), (b), and (c) above unless such benefits are greater than any widow/widower benefit You are receiving. And then We reduce Your Gross Monthly Benefit by the difference.

- Income of the type that is included in Your Insured Earnings for purposes of determining Your Gross Monthly Benefit under this Plan.
- That portion of Retirement Plan retirement benefits which the Employer funds.
- That portion of Retirement Plan disability benefits which the Employer funds.
- Retirement benefits or Retirement Plan disability benefits, due to Your Disability, from any Government Plan other than those shown above.
- Disability benefits from any: (1) No-Fault Motor Vehicle Coverage; (2) motor vehicle financial responsibility act; or (3) like law.
- Payment or settlement, with or without admission of liability, from: (1) a Workers' Compensation law; (2) an occupational disease law; or (3) any other act or law of like intent. This includes: (a) the Jones' Act; (b) the Longshoreman's and Harbor Workers' Compensation Act; or (c) any Maritime doctrine of Maintenance, Wages or Cure. If You receive a payment net of attorney fees approved by the Workers' Compensation Board or similar authority, We reduce Our benefit by the net payment.
- Disability benefits from any third party when Your Disability is the result of the negligence or intentional tort liability of that third party.
- Unemployment compensation benefits.
- Payment from Your Employer as part of a termination or severance agreement.

We integrate Your Gross Monthly Benefit with income shown above that You are entitled to receive without regard to the reason You are entitled to receive it.

Our right to reduce Your benefit by such income shall not be negated by a transfer of claim liability to a third party. Payment by such third party by law, settlement, judgment, waiver or otherwise shall not negate Our right.

B040.0419

All Options

Other Income Not Subject To Deduction: We will not reduce Your Gross Monthly Benefit by any income You receive or are entitled to receive from the list below.

- Deferred compensation arrangements such as 401(k), 403(b) or 457 plans;
- Profit sharing plans;
- Thrift plans;
- Tax sheltered annuities;

- Stock ownership plans;
- Individual Retirement Accounts (IRA);
- 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;
- Income from a sick leave, salary continuance, or paid time off plan.

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: (1) 60 months; or (2) 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: (1) all possible appeals have been made; or (2) We notify You that no further appeals are required.

If We feel You are entitled to receive such income benefits, We will estimate the amount due to You and Your spouse and children. We will take this estimated amount into account when We determine Your Monthly Benefit. But, We will not take this estimated amount into account if You sign Our reimbursement agreement. In this agreement You promise: (1) to apply for any benefits for which You may be eligible; (2) to appeal any denial of such benefits until all possible appeals have been made; and (3) to repay any amount We overpaid due to an award of such benefits.

If We do reduce Your Gross Monthly Benefit by an estimated amount, We will adjust Your Monthly Benefit when We receive written proof: (1) of the amount awarded; or (2) 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.

B040.0423

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 after the date You first have Disability Earnings, add Your Gross Monthly Benefit and Your Disability Earnings.

- If the sum is not more than 100% of Your indexed Insured Earnings, We do not reduce Your Monthly Benefit.
- 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 after that, We pay the greater of the amount calculated under Method 1 or Method 2.

Method 1:

- If Your Disability Earnings are less than 20% of Your indexed Insured Earnings, We do not reduce Your Monthly Benefit.
- 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:

- (1) Subtract Your Disability Earnings from Your indexed Insured Earnings.
- (2) Divide the result in (1) above by Your indexed Insured Earnings.
- (3) Multiply the result in (2) 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.

B040.0426

All Options

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:

- During the Own Occupation period, the limit is 80% of Your indexed Insured Earnings.
- After this Plan has paid benefits for 24 months in a row, the limit is 80% of Your indexed Insured Earnings if You are working, or 60% of Your indexed Insured Earnings if You are not working.

B040.0430

All Options

Indexing: We apply an indexing factor to Your Insured Earnings on the date You have received 12 monthly payments in a row and each anniversary after that. 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.

The indexing factor is the lesser of: (1) 10%; or (2) one-half of the average CPI-W from the prior calendar year.

B040.0435

All Options

Minimum Payment: The minimum monthly payment for Disability under this Plan is \$100.00.

B040.0436

All Options

Limitations And Exclusions

Disabilities With A Limited Maximum Payment Period: We limit the Maximum Payment Period, if You are Disabled due to: a Mental Illness; drug or alcohol abuse; or a specific condition listed below. If You have a coexistent condition(s), which is not subject to the limits in this section, and 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 Mental Illness; drug or alcohol abuse; or a specific condition listed below; is 24 months. This is a combined maximum for all such conditions and all periods of Disability.

The specific conditions subject to a limited Maximum Payment Period include the following:

- Musculoskeletal and connective tissue disorders including, but not limited to: (1) sprains or strains of joints and muscles; (2) soft tissue conditions; (3) repetitive motion syndromes or injuries; and (4) fibromyalgia.
- Chronic fatigue conditions including, but not limited to: (1) chronic fatigue syndrome; (2) chronic fatigue immunodeficiency syndrome; and (3) Epstein-Barr syndrome.
- Chemical and environmental sensitivities.
- Headache.
- Chronic pain and Myofascial pain.
- Gastro-esophageal reflux disorder.
- Irritable bowel syndrome.
- Vestibular dysfunction, vertigo and dizziness.

This limitation will not apply to disabilities caused or contributed to by any of the conditions listed below:

- Arthritis.
- Ruptured intervertebral discs.
- Spinal fractures.
- Osteopathies.
- Tumors, malignancy or vascular malformations.
- Radiculopathies, documented by EMG.
- Spondylolisthesis, Grade II or higher.
- Myelopathies.
- Demyelinating diseases.
- Traumatic spinal cord necrosis.

No benefits will be paid for Disability due to a Mental Illness or drug or alcohol abuse if You are not receiving treatment for the cause of the Disability from a provider, or in a facility that is: (1) licensed by the state to provide treatment for such condition; and (2) accredited or approved by the Joint Commission on the Accreditation of Health Care Facilities or Medicare.

If payments under this Plan would end due to the limits in this section, We may extend such payments, as shown below. But, You must meet all of the following conditions: (1) You must be Disabled due to a condition named above; (2) You must be an inpatient in a qualified institution because of Your Disability; and (3) 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: (a) 90 days from the date of Your discharge; (b) the end of this Plan's Maximum Payment Period; and (c) the date Your Disability ends.

As used here, "qualified institution" means a legally operated hospital or other public or private facility licensed to provide inpatient medical care and treatment for the cause of Your Disability.

B040.0453

All Options

Pre-Existing Conditions: A pre-existing condition is an Injury or Sickness, whether diagnosed or misdiagnosed, and any symptoms of it, for which, in the "look back period", You: (1) receive advice or treatment from a Doctor; (2) undergo diagnostic procedures other than routine screening in the absence of symptoms or suspicion of disease process by a Doctor; (3) are prescribed or take prescription drugs; or (4) receive other medical care or treatment, including consultation with a Doctor.

The "look back period" is the three months before the latest of: (1) the effective date of Your coverage under this Plan; (2) the effective date of a change that increases the benefits payable by this Plan; and (3) the effective date of a change in Your benefit election that increases the benefit payable by this Plan.

No benefits are payable for Disability caused by, contributed to by or 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 have been covered under this Plan for 12 months in a row.

Your Disability caused by, contributed to by or resulting from; a pre-existing condition may begin after: (1) a change which provides for an increase in the benefits payable by this Plan; or (2) 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 date the change has been in force for 12 months in a row.

We do not cover any Disability that starts before Your coverage under this Plan.

B040.0479

All Options

Prior Coverage Credit: If this Plan replaces a similar disability income replacement plan the Employer had with another insurer, the pre-existing condition provision may not apply to You, if coverage under this Plan starts immediately after the termination of coverage under the prior disability income replacement plan. This Plan must start right after the prior plan ends.

The pre-existing condition provision will be waived for You if You: (1) are Actively Working on the effective date of this Plan; and (2) have fulfilled the requirements of any pre-existing condition provision of the prior plan.

You may have been covered under the prior plan when it ended, but have not met the requirements of any pre-existing condition provision of the prior plan. In that case, We credit any time used to meet the prior plan's pre-existing condition provision toward meeting this Plan's pre-existing conditions provision. You must: (1) enroll for coverage under this Plan on or before this Plan's effective date; and (2) be Actively Working on the effective date of this Plan.

But, We limit Your maximum Monthly Benefit under this Plan if: (1) it is more than the maximum Monthly Benefit for which You were covered under the prior plan; (2) You become Disabled due to a pre-existing condition; and (3) 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 to which You would have been entitled under the prior plan.

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

B040.0481

All Options

Exclusions: This Plan does not pay benefits for Disability caused by, or related to:

- Declared or undeclared war, act of war, or armed aggression;
- Service in the armed forces, National Guard, or military reserves of any state or country;
- Your taking part in a riot or civil disorder;
- Your commission of, or attempt to commit a felony;
- Your voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless: (1) it was prescribed for You by a Doctor; and (2) 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;
- Intentional self-inflicted injuries while sane or insane.

This Plan does not pay any benefits for any period of Disability:

- During which You are confined to a facility as a result of Your conviction of a crime;
- During which You are receiving medical treatment or care outside the United States or Canada unless expressly authorized by Us;
- Which starts before You are covered by this Plan; or
- During which Your loss of earnings is not solely due to Your Disability.

B040.0483

All Options

Services

Social Security Assistance: If You are Disabled, We require You to apply for Social Security benefits. See Application for Other Income. If We believe You to be eligible for such benefits, We may offer to assist You in applying for them. Receiving Social Security benefits will protect Your earnings record for retirement and enable You to qualify for Medicare coverage after 24 months.

Services We can provide include:

- Help in completing Your application for such benefits, and any related forms;
- Assistance finding suitable legal counsel; and
- 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 Application for Other Income.

Rehabilitation And Case Management: We will review Your Disability to see if certain services are likely to help You return to Gainful Work. If needed, We may ask for more medical or vocational information.

When Our review is complete, We may offer You a Rehabilitation Program. We have the right to suspend or end Your Monthly Benefit if You do not accept it.

The Rehabilitation Program will start when a written Rehabilitation Agreement is signed by: (1) You; (2) Us; and (3) Your Employer, if needed. The program may include, but is not limited to:

- Vocational assessment of Your work potential;
- Coordination and transition planning with an Employer for Your return to work;
- Consulting with Your Doctor on Your return to work and need for accommodations;

- Training in job seeking skills and resume preparation; and
- Retraining.

We have the right to determine which services are appropriate.

If You accept the Rehabilitation Agreement, We will pay an enhanced benefit. The enhanced benefit will be 110% of the Monthly Benefit that would otherwise be paid. This enhanced benefit will be payable as of the first Monthly Benefit after the Rehabilitation Program starts.

We stop paying the enhanced benefit on the earliest of:

- The date Your benefits from this Plan end;
- The date You violate the terms of the Rehabilitation Agreement;
- The date You end the Rehabilitation Program; and
- 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:

- You incur expense to provide care for a qualified dependent; and
- The care is provided by a licensed provider other than a family member.

The dependent care expense benefit will be the lesser of: (1) \$350.00 per month per qualified dependent; not to exceed \$1,000.00 per month for all qualified dependents combined; and (2) 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: (1) incurring dependent care expenses for a qualified dependent; (2) participating in a Rehabilitation Program; or (3) entitled to receive a Monthly Benefit from this Plan.

As used here, "qualified dependent" means a person who is: (1) dependent upon You for main support and maintenance; and (2) under the age of fourteen; and (3) Your biological child, lawfully adopted child, stepchild or any other child who is living with You in a regular parent-child relationship. The term also means a family member age fourteen or over who is physically or mentally incapable of caring for him or herself.

B040.0484

All Options

Worksite Modification Benefit: In order to accommodate Your Disability, an Employer may incur a cost to modify his or her worksite. We may reimburse the Employer, up to \$2,500.00 for the cost of the worksite modification. We make this payment if We agree that the modification will enable You to: (1) return to work; or (2) remain at work.

B040.0488

All Options

Early Intervention Services: This Plan includes early intervention services as part of Our disability management program. The intent of these services is to: (1) assist Disabled persons in achieving higher levels of functionality; and (2) support the Employer's absence management goals by promoting stay-at work and return-to work agendas where possible.

The key to success of an early intervention program is prompt notification of work absences which have the potential to exceed this Plan's Elimination Period. With prompt notification, We are able to more effectively manage the potential claim.

When You are Disabled from one of the conditions listed below, a long term disability claim form should be completed as soon as possible following the date of Disability. To facilitate an immediate intervention, the form should be submitted to Us within one week of the date Your Disability begins.

- Chronic fatigue conditions, including Epstein-Barr syndrome.
- Mental Illness.
- Repetitive motion syndromes or injuries.
- Fibromyalgia.
- Back pain or strain.
- Neck pain or strain.
- Chronic pain.
- Diabetes.
- Cardiovascular conditions.

On 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: (1) job accommodation; (2) ergonomic adjustments to workstations; (3) proactive case management consultations with Your Doctor or other providers of medical care.

B040.0489

All Options

Claim Provisions

Authority: We have the sole discretionary authority to: (1) interpret the terms of this Plan; and (2) determine Your eligibility for coverage and benefits under this 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 Your intent to file a claim under this Plan as described in the Certificate's General Provisions. For details, You can call Us 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 Your Sickness or Injury. Proof of loss must be given to Us within the time stated in the Certificate's General 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.

- The date Disability began.
- Your last day of Active Work.
- The cause of Disability.
- The extent of Disability, including limitations and restrictions preventing You from performing the major duties of Your Own Occupation and any Gainful Occupation.
- If Your occupation requires that You carry liability or malpractice insurance, any changes to such insurance that become effective on or after the date of Disability.
- Objective Medical Evidence in support of Your limitations and restrictions, beginning with the date Disability began.
- Objective Proof of Your Restrictions and Limitations, beginning with the date Disability began.
- The prognosis of Disability.
- 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.
- Proof that You are currently receiving Regular and Appropriate Care from a Doctor.
- Proof that You have been receiving Regular and Appropriate Care from a Doctor, from the date Disability began.
- Proof of Insured Earnings.
- Proof of Disability Earnings.
- Payroll or absence data from the Employer for the three months prior to the date Disability began, or other period We specify.
- Proof of application for all other sources of income to which You may be entitled, that may affect Your payment from this Plan.
- Proof of receipt of other income that may affect Your payment from this Plan.

You must provide Objective Medical Evidence from a Doctor who is not Yourself, Your spouse, child, parent, sibling or business associate.

Proof of Insured Earnings and Disability Earnings may consist of: (1) copies of Your W-2 forms; (2) payroll records from Your Employer(s); (3) copies of Your U.S. Individual Income Tax Returns; (4) copies of the U.S. income tax returns from any business in which You hold an ownership or shareholder interest; (5) a statement from a certified public accountant; (6) copies of any income records accepted or required by the IRS; 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 this 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: (1) Your estate; or (2) 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.

B040.0493

SUBROGATION AND RIGHT OF RECOVERY

Purpose: When You have the right to recover amounts paid by this Plan, We also have certain rights. These are explained below.

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

- **Guardian:** This term means a person who has the care of the person or property of another.
- **Insurance Coverage:** This term means any insurance which provides coverage for: (1) medical expense payments; or (2) liability. This includes, but is not limited to: (a) uninsured motorist coverage; (b) underinsured motorist coverage; (c) personal umbrella coverage; (d) medical payments coverage; (e) workers compensation coverage; (f) no-fault automobile insurance coverage; or (g) any first party insurance.
- **Third Party:** This term means any party actually, possibly, or potentially responsible for making any payment to You due to Your Injury, Sickness or condition. This term also means such party's: (1) liability insurer; or (2) any insurance coverage. But, this term does not mean: (a) Us; or (b) You.
- **You:** This term means the covered Employee. It also includes Your parent or guardian if You are a minor or incompetent.

Subrogation: When this Plan pays a benefit, We will immediately be subrogated to Your rights of recovery from any third party to the full extent of benefits paid.

Recovery: If You receive a payment from any third party or insurance coverage due to an Injury, Sickness or condition, We have the right to recover from, and be repaid by, You for all amounts this Plan has paid due to that Injury, Sickness or condition, up to and including the full amount You receive from any third party or insurance coverage.

Constructive Trust: You must serve as a constructive trustee over the funds that constitute payment from any third party or insurance coverage due to Your Injury, Sickness or condition. If You fail to hold such funds in trust, it will be deemed a breach of Your fiduciary duty to Us.

Lien Rights: We will have a lien to the extent of benefits We paid due to Your Injury, Sickness or condition for which the third party is liable. The lien will be imposed on any recovery, whether by settlement, judgement, or otherwise, including from any insurance coverage, that You receive due to Your Injury, Sickness or condition. The lien may be enforced against any party who holds funds or proceeds which represent the amount of benefits paid by Us. This includes, but is not limited to: (1) You; (2) Your representative or agent; (3) the third party; (4) the third party's insurer, representative or agent; and (5) any other source who holds such funds.

First Priority Claim: This Plan's recovery rights are a first priority claim against all third parties and are to be paid to Us before any other claim for Your damages. This Plan will be entitled to full repayment on a first dollar basis from any third party's payments, even if such payment to the plan will result in a recovery to You which is not sufficient: (1) to make You whole; or (2) to compensate You in part or in whole for the damages sustained. This Plan is not required to participate in or pay court costs or attorney fees to the attorney hired by You to pursue Your damage claim.

Applicable To All Settlements And Judgements: We are entitled to full recovery regardless of whether: (1) any liability for payment is admitted by a third party; or (2) the settlement or judgement received by You identifies the benefits the plan paid. This Plan is entitled to recover from any and all settlements or judgements, even those designated as: (a) pain and suffering; or (b) non-economic damages only.

Cooperation: You must fully cooperate with Our efforts to recover the benefits paid under this Plan. You must notify Us within 30 days of the date when any notice is given to any party, including an insurance company or attorney, of Your intention to pursue or investigate a claim to recover damages or obtain compensation due to Injury, Sickness or condition sustained by You. You and Your agents, must provide all information requested by Us or Our representative. This includes, but is not limited to, completing and submitting any applications or other forms or statements as We may reasonably request. Failure to do this may result in the termination of benefits or the instigation of legal action against You.

You must do nothing: (1) to prejudice Our rights as described in this section; or (2) to prejudice Our ability to enforce the terms of this section. This includes, but is not limited to, refraining from making any settlement or recovery that attempts to reduce or exclude the full amount of all benefits paid by this Plan.

We have the right to conduct an investigation regarding the Injury, Sickness or condition to identify any third party. We reserve the right to notify the third party and his or her agents of Our lien. Agents include, but are not limited to: (1) insurance companies; and (2) attorneys.

Interpretation: In the event that any claim is made that any part of this section is ambiguous, or questions arise as to the meaning or intent of any of its terms, We have the sole authority and discretion to resolve all disputes regarding the interpretation of this section.

Jurisdiction: Any legal action or proceeding with respect to this section may be brought in any court of competent jurisdiction as We may choose. You must submit to each such jurisdiction and waive whatever rights may correspond to You by reason of Your present or future domicile.

B040.0495

All Options

LONG TERM DISABILITY INCOME COVERAGE SCHEDULE OF BENEFITS

Effective January 1, 2014 this Schedule of Benefits is attached to the Certificate. This Schedule of Benefits replaces any previously issued Schedule of Benefits.

B040.0505

All Options

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

B040.0506

All Options

Elimination Period For Disability due to Injury the later of:
 (1) the end of the maximum period for which benefits are payable under the Employer's short term disability income coverage Plan;
 or (2) 180 days

For Disability due to Sickness the later of:
 (1) the end of the maximum period for which benefits are payable under the Employer's short term disability income coverage Plan;
 or (2) 180 days

B040.0668

All Options

Maximum Payment Period See the following table:

For a disability starting before the *employee* reaches age 60, the *maximum payment period* will last until the Social Security Normal Retirement Age as shown in the following table:

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

1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67

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

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

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

B040.0518

All Options

Gross Monthly Benefit 60% of Your Insured Earnings to a maximum benefit of \$15,000.00.

The benefit will be rounded to the nearest \$1.00, if not already a multiple of that amount.

Note: We integrate Your Gross Monthly Benefit with certain other income You may receive. Read all of the terms of this Plan to see: (1) the other income with which We integrate; and (2) how We integrate.

B040.0529

All Options

Changes To Coverage

Changes In Coverage Amounts If You are not Actively At Work on a Full-Time basis, any change in Your amount of coverage will not become effective prior to the date You return to Active Work on a Full-Time basis.

Changes In Insurance Classification If Your classification changes, coverage will not be changed to the new amount until the first day on which You are: (1) Actively At Work on a Full-Time basis; and (2) make a contribution, if required, for the new classification.

If a contribution is required for the new classification for which a larger amount of coverage is provided, You must make the required contribution for the new amount within 31 days of the change. If You do not make the required contribution within 31 days of the change or within 31 days of becoming Actively At Work on a Full-Time basis, if You are not Actively At Work on a Full-Time basis, when Your classification changes, no increase will be allowed due to such change or any later change. In that case, in order to become covered for the larger amount, You must: (1) make the required contribution for the new amount; and (2) furnish Proof of Insurability to Us, which We approve in writing.

If the coverage amount was previously reduced because of age or retirement, it will be retained at the reduced amount.

B040.0578

All Options

SUPPLEMENTAL RIDERS

B040.0579

All Options

CERTIFICATE RIDER

Effective January 1, 2014, or the effective date of the Employee's Certificate, whichever is later, this rider amends this Plan by the addition of the following:

Survivor Benefit

We may pay a survivor benefit if You die after You: (1) had been Disabled for at least six months in a row; and (2) were entitled to receive at least one full Monthly Benefit prior to Your death. 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 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, if living. If Your spouse is not living, Your eligible survivor is Your: (1) unmarried child under age 20; and (2) 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: (1) be entitled to receive a Monthly Benefit from this Plan; (2) request this benefit in writing; and (3) provide written proof of terminal illness from a Doctor. But, We will not pay an accelerated survivor benefit if there are less than 6 months remaining in the maximum benefit period.

If You choose to receive an accelerated survivor benefit, no survivor benefit is payable on Your death.

This rider is a part of this Certificate. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this Certificate.

The Guardian Life Insurance Company of America

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

B040.0616

All Options

CERTIFICATE RIDER

Effective January 1, 2014, or the effective date of the Employee's Certificate, whichever is later, this rider amends this Plan by the addition of the following:

Pension Supplement Benefit

You may become Disabled while You participate in Your Employer's pension plan. If so, You may be eligible for this benefit.

As used here, "pension plan" means a Retirement Program which: (1) is sponsored by the Employer for the benefit of Employees; (2) is qualified under the Internal Revenue Code; and (3) accepts contributions on Your behalf. The Name of the pension plan into which We pay this benefit is .

To be eligible for this benefit, You must meet all of the conditions shown below:

- You must be Disabled;
- You must be entitled to receive a Monthly Benefit from this Plan;
- You have been participating in Your Employer's pension plan for the none
- You must have been contributing to Your Employer's pension plan immediately before becoming Disabled.

We start to pay this benefit after the last to occur of the following: (1) the end of the Elimination Period; (2) the date You have been Disabled for none

This benefit is paid to the pension plan administrator. It is paid on a monthly basis for deposit into the pension plan fund on Your behalf. But, the pension plan administrator may not be able to accept third party contributions on Your behalf. In this case, We will pay the benefit to You for deposit in the pension plan.

Subject to all the terms of this Plan, We pay the lesser of:

- The amount of Your monthly contributions to the pension plan just before the date You became Disabled;
- 12% of Your Insured Earnings; and
- \$1,500.00.

We will stop making pension supplement benefit payments during any one calendar year when the total payments made reach the annual cap for deferred compensation established by the Internal Revenue Service.

When We reduce Your Monthly Benefit by Disability Earnings, We also reduce this benefit. We reduce the amount otherwise payable by this benefit by 50%.

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

- The date You are no longer Disabled;

- The date You are no longer entitled to a Monthly Benefit from this Plan;
- The date You are not longer eligible to participate in the pension plan;
- The date the pension plan ends;
- The date You retire or receive a retirement benefit from Your Employer; or
- The end of the Maximum Payment Period.

This rider is a part of this Certificate. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this Certificate.

The Guardian Life Insurance Company of America

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

B040.0626

All Options

CERTIFICATE RIDER

Effective January 1, 2014, or the effective date of the Employee's Certificate, whichever is later, this rider amends this Plan by the addition of the following:

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:

- Able to perform the major duties of Your Own Occupation or, if this Plan has already paid benefits for the Own Occupation period, able to perform the major duties of any Gainful Occupation;
- Working in Your Own Occupation the same number of hours as You did prior to Disability;
- 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: (1) Your Gross Monthly Benefit as of the last month You were Disabled under the terms of this Plan; less (2) 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:

- The date You are able to earn this Plan's maximum allowable Disability Earnings.
- The date You become Disabled.
- The date You stop working.
- The date 12 months in a row after the first Income Recovery Benefit is paid.
- 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 Recurring Disability.

This rider is a part of this Certificate. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this Certificate.

The Guardian Life Insurance Company of America

Stuart J Shaw

Vice President, Risk Mgt. & Chief Actuary

B040.0638

YOUR BENEFITS INFORMATION - ANYTIME, ANYWHERE

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



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