

**The GUARDIAN** Life Insurance Company of America  
A Mutual Life Insurance Company  
7 Hanover Square, New York, New York 10004

Incorporated 1860 By The Laws of The State of New York

Amendment to Group Policy No. G- 00512468-

(To be attached to and made a part of the Policy)

The Policyholder and the Insurance Company hereby agree that Group Policy No. G- 00512468- is hereby amended effective July 1, 2017 as follows:

Your Employer Rider is hereby declared null and void and replaced with the revised corresponding Employer Rider attached hereto.



**The Guardian** Life Insurance Company of America

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

**POLICYHOLDER:** KING'S COLLEGE

<b>GROUP POLICY NUMBER</b>	<b>DELIVERED IN</b>	<b>POLICY DATE</b>
G-00512468	Pennsylvania	July 1, 2015

**POLICY ANNIVERSARIES:** July 1st of each year, beginning in 2016

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

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

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

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

This Policy takes effect on the Policy Date specified above.

IN WITNESS WHEREOF, THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA has caused this Policy to be executed as of March 21, 2017 which is its date of issue.

*Stuart J Shaw*

Vice President, Risk Mgt. & Chief Actuary

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

Dividends Apportioned Annually

GP-1

P100.9000

## **THIS IS NOT INSURANCE**

### **Discount Programs**

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

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

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

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

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

The programs are:

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

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

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

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

GP-1-VAP-07

P119.0004

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## **IMPORTANT NOTICE OF NON-DISCRIMINATION**

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Guardian complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. Coverage for medically necessary health services is made available on the same terms for all individuals, regardless of sex assigned at birth, gender identity, or recorded gender. Guardian will not deny or limit coverage to any health service based on the fact that an individual's sex assigned at birth, gender identity, or recorded gender is different from the one to which such health service is ordinarily available. Guardian will not deny or limit coverage for a specific health service related to gender transition if such denial or limitation results in discriminating against a transgender individual.

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## SCHEDULE OF INSURANCE AND PREMIUM RATES

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

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### Class Description

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**Class 0001** ALL ELIGIBLE EMPLOYEES WORKING 30 OR MORE HOURS PER WEEK

**Class 0002** ALL ELIGIBLE FACULTY WORKING 15 OR MORE HOURS PER WEEK.

GP-1-SI

P130.1566

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### Option Packages Available

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

GP-1-SI

P130.1710

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

GP-1-SI

P130.1568

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

GP-1-SI

P130.1568

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### Summary of Option Packages

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

GP-1-SI

P130.1585

**Option A** Employee Basic Term Life Insurance in the amount of 150% of the employee's annual earnings, rounded to the next higher \$1,000.00, if not already a multiple thereof, to a maximum of \$100,000.00, but not less than \$10,000.00.

GP-1-SI

P130.4627

Employee Optional Term Life.

GP-1-SI

P130.3918

Employee Accidental Death and Dismemberment Insurance in the amount of 150% of the employee's annual earnings, rounded to the next higher \$1,000.00, if not already a multiple thereof, to a maximum of \$100,000.00, but not less than \$10,000.00.

GP-1-SI

P130.4633

Dependent Optional Term Life for an employee's spouse, and dependent children.

GP-1-SI

P130.3919

**Option A**

**Schedule of Benefits**  
**Employee Basic Term Life Insurance**

GP-1-SI

P130.1995

**Option A**

**Basic Term Life Insurance Amount** An amount equal to 150% of the employee's annual earnings, rounded to the next higher \$1,000.00, if not already a multiple thereof, to a maximum of \$100,000.00, but not less than \$10,000.00.

GP-1-SI

P130.2891

**Option A**

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

GP-1-SI

P130.2004

**Option A**

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

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

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

GP-1-SI

P130.5650

**Schedule of Benefits**  
**Employee Basic Term Life (Cont.)**

**Option A**

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

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

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 70 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 55% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

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

If an employee is less than age 80 when his or her insurance under this plan starts, the employee's insurance amount is reduced, when he or she reaches age 80, by 70% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

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

GP-1-SI

P130.1972

**Option A**

**Limitations For Future  
Entrants**

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

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

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

GP-1-SI

P130.2572

**Option A**

**Schedule of Benefits**

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

GP-1-SI

P130.2021

**Option A**

**Basic AD&D Insurance  
Amount**

An amount equal to 150% of the employee's annual earnings, rounded to the next higher \$1,000.00, if not already a multiple thereof, to a maximum of \$100,000.00, but not less than \$10,000.00.

GP-1-SI

P130.2897



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

**Option A**

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

GP-1-SI

P130.2023

**Option A**

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

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

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

GP-1-SI

P130.5650

**Option A**

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

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 70 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 55% 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.

## Schedule of Benefits

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

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

If an employee is less than age 80 when his or her insurance under this plan starts, the employee's insurance amount is reduced, when he or she reaches age 80, by 70% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

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

GP-1-SI

P130.2497

#### **Option A**

#### **Limitations For Future Entrants**

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

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

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

GP-1-SI

P130.2559

#### **Option A**

## Schedule of Benefits

### **Optional Contributory Term Life Insurance**

GP-1-SI

P130.2034

#### **Option A**

#### **Optional Life Enrollment Period**

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

The employee may switch to another plan of optional term life insurance during the optional life enrollment period. Each year, the optional life enrollment period starts on June 1st and ends on June 30th . We may require proof of insurability before the employee becomes insured under the new plan of benefits. See below for details. If we do not require proof, the employee will become insured under the new plan of benefits as of the July 1st which coincides with or next follows the end of the optional life enrollment period.

GP-1-SI

P130.2561

#### **Optional Term Life Insurance Amount**

#### **Plan A**

The employee may elect amounts of optional term life insurance in increments of \$10,000.00, but the amount may not be less than \$10,000.00 and may not exceed \$300,000.00.

GP-1-SI

P130.2035

**Schedule of Benefits**

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

**Option A**

**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 33% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

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

If an employee is less than age 75 when his or her insurance under this plan starts, the employee's insurance amount is reduced, when he or she reaches age 75, by 55% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

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

If an employee is less than age 80 when his or her insurance under this plan starts, the employee's insurance amount is reduced, when he or she reaches age 80, by 70% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

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

GP-1-SI

P130.2523

**Option A**

**Proof of Insurability Requirements**

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

We require proof as follows:

GP-1-SI

P130.2444

**Option A**

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.

**Option A**

We require proof for amounts of optional term life insurance in excess of \$50,000.00.

**Option A**

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

GP-1-SI

P130.3225

**Schedule of Benefits**

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

**Option A**

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.

**Option A**

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

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

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

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

GP-1-SI

P130.9166

**Option A**

**Schedule of Benefits**

**Dependent Optional Term Life Insurance**

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

GP-1-SI

P130.3923

**Optional Dependent Spouse Term Life Insurance Amount**

**Plan A**

The employee may elect amounts of optional dependent spouse term life Insurance, up to 100% of the employees optional term life amount, in increments of \$10,000.00, but the amount may not be less than \$10,000.00 and may not exceed \$300,000.00.

GP-1-SI

P130.8853

**Optional Dependent Child Insurance Amount**

**Plan A**

<b>Child's Age At Death</b>	<b>Benefit Amount</b>
At least 14 days but less than 6 months . . . . .	\$10,000.00
At least 6 months but less than 26 years . . . . .	\$10,000.00
At least 26 years but less than 26 years if a full-time student . . . . .	\$10,000.00

GP-1-SI

P130.2883

**Schedule of Benefits**

**Dependent Optional Term Life Insurance (Cont.)**

**Option A**

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

GP-1-SI

P130.8881

**Option A**

**Proof of Insurability Requirements**

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

We require proof as follows:

GP-1-SI

P130.2538

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

GP-1-SI

P130.2542

We require proof for any amount of dependent optional term life insurance in excess of \$10,000.00 with respect to a dependent spouse.

GP-1-SI

P130.2544

**Option A**

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

GP-1-SI

P130.2551

**Option A**

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

GP-1-SI

P130.3425

**Option A**

**Schedule of Benefits**

**Effective Dates for Changes to Insurance**

GP-1-SI

P130.3343

**Option A**

**Changes in Insurance Amounts**

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

- in the case of an Employee not actively at work, on the day on which he returns to active work on a full-time basis (or the day on which his benefit

## Schedule of Benefits

### *Effective Dates for Changes to Insurance (Cont.)*

period terminates, whichever is later) or

- in the case of an Eligible Dependent confined to a hospital, on the day on which the dependent is discharged from the hospital (or the day on which his benefit period terminates, whichever is later).

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

GP-1-SI

P130.9324

#### **Option A**

#### **Changes in Insurance Classification**

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

GP-1-SI

P130.9326

**Schedule of Premium Rates**

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

GP-1-SI P130.9260

**Option A** **Premium Rates**  
**Employee Basic Term Life Insurance**

GP-1-SI P130.2823

**Option A** All Classes

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

**Rate per Employee**  
\$ .134

GP-1-SI P130.2838

**Option A** **Premium Rates**  
**Employee Basic Accidental Death and Dismemberment Insurance (AD&D)**

GP-1-SI P130.2824

**Option A** All Classes

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

**Rate per Employee**  
\$ .02

GP-1-SI P130.2842

**Option A** **Premium Rates**  
**Employee Optional Contributory Term Life Insurance**

GP-1-SI P130.2825

**Option A** All Classes

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

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

<b>Age</b>		<b>Rate per Employee</b>
<b>From</b>	<b>Through</b>	
15	29	\$ .07
30	34	\$ .09
35	39	\$ .12
40	44	\$ .20
45	49	\$ .33
50	54	\$ .57
55	59	\$ .91
60	64	\$ .99
65	69	\$ 1.75
70	74	\$ 3.18

**Premium Rates**

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

75	79	\$ 3.18
80	84	\$ 3.18
85	89	\$ 3.18
90	94	\$ 3.18
95	99	\$ 3.18

GP-1-SI

P130.2848

**Option A**

**Premium Rates**

**Dependent Spouse Optional Term Life Insurance**

GP-1-SI

P130.2828

**Option A** All Classes

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

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

Age		Rate per Insured Spouse
From	Through	
15	29	\$ .07
30	34	\$ .09
35	39	\$ .12
40	44	\$ .20
45	49	\$ .33
50	54	\$ .57
55	59	\$ .91
60	64	\$ .99
65	69	\$ 1.75
70	74	\$ 3.18
75	79	\$ 3.18
80	84	\$ 3.18
85	89	\$ 3.18
90	94	\$ 3.18
95	99	\$ 3.18

GP-1-SI

P130.2903

**Option A**

**Premium Rates**

**Dependent Child Optional Term Life Insurance**

GP-1-SI

P130.2829

**Option A** All Classes

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

**Rate per Insured Child Unit**



## Premium Rates

### *Dependent Child Optional Term Life Insurance (Cont.)*

\$ .06

GP-1-SI

P130.2858

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

GP-1-SI

P130.9298

**Option A**

**GENERAL PROVISIONS**

**Definitions**

As used in this policy:

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

"Plan" means this group insurance policy.

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

GP-1-R-GENPRO-90

P140.0136

**Option A**

**Incontestability**

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

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

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

GP-1-R-INCY-90

P140.0150

**Option A**

**Associated Companies**

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

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

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

GP-1-R-AC-90

P140.0151

**Option A**

**Premiums**

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

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

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

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

### **Adjustment of Premiums Payable Other Than Monthly or Quarterly**

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

### **Grace in Payment of Premiums - Termination of Policy**

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

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

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

GP-1-R-PREM-90

P140.0529

### ***Option A***

#### **Term of Policy - Renewal Privilege**

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

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

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

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

P140.0626

- with respect to contributory Voluntary Term Life insurance, less than 25% of those employees who are eligible for insurance under this plan are insured; or

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

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

## **The Contract**

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

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

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

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

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

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

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

GP-1-R-TERM-90

P140.0627

### ***Option A***

#### **Clerical Error - Misstatements**

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

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

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

## Statements

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

All statements will be deemed representations and not warranties.

GP-1-R-CE-90

P140.0309

### *Option A*

## Assignment

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

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

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

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

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

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

## Assignment By Policyholder

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

GP-1-R-ASSIGN-90

P140.0164

### *Option A*

## Dividends

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

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

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

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

GP-1-R-DIV-90

P140.0168

***Option A***

**Employee's Certificate**

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

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

**Claims of Creditors**

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

**Records - Information To Be Furnished.**

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

GP-1-R-CERT-90

P140.0167

## **Option A**

### **Examination and Autopsy**

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

GP-1-R-EA-90

P140.0166

## **Option A**

### **Accident And Health Claims Provisions**

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

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

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

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

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

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

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

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

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

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

GP-1-R-AH-90

P140.0170

**Option A**

**ELIGIBILITY FOR LIFE AND DISMEMBERMENT COVERAGES**

P264.0017

**Class 0001 for Option A**

**EMPLOYEE COVERAGE**

**Eligible Employees**

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

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

**Conditions of Eligibility**

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

- (a) legally working in the United States, or working outside of the United States for a United States based employer in a country or region approved by us.
- (b) regularly working at least the number of hours in the normal work week set by the employer (but not less than 30 hours per week), at:
  - (i) the employer's place of business;
  - (ii) some place where the employer's business requires the employee to travel; or
  - (iii) any other place the employee and the employer have agreed upon for performance of occupational duties.

Temporary or seasonal employees are not eligible.

GP-1-EC-90-1.0

P264.1519

**Class 0002 for Option A**

**EMPLOYEE COVERAGE**

**Eligible Employees**

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

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

**Conditions of Eligibility**

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

- (a) legally working in the United States, or working outside of the United States for a United States based employer in a country or region approved by us.
- (b) regularly working at least the number of hours in the normal work week set by the employer (but not less than 15 hours per week), at:
  - (i) the employer's place of business;
  - (ii) some place where the employer's business requires the employee to travel; or
  - (iii) any other place the employee and the employer have agreed upon for performance of occupational duties.



Temporary or seasonal employees are not eligible.

GP-1-EC-90-1.0

P264.1529

### ***Option A***

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

GP-1-EC-90-2.0

P264.0992

### ***Option A***

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

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

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

GP-1-EC-90-2.0

P264.1973

### ***Option A***

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

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

GP-1-EC-90-3.0

P264.0066

### ***Option A***

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

GP-1-EC-90-4.0

P264.0020

***Option A***

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

GP-1-EC-90-5.0

P180.0328

## **Option A**

### **When Employee Coverage Starts**

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

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

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

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

#### **Exception to When Employee Coverage Starts:**

If an employee is not capable of performing the major duties of his or her regular occupation for the employer on a full-time basis on the date his or her coverage is scheduled to start, the employee will be insured for Life insurance if:

1. the employee was insured under the prior insurer's group Life policy at the time of the transfer;
2. the employee is a member of an eligible class; and
3. premiums for the employee were paid up to date; and
4. premiums for the employee are not currently being waived under the Extended Life Benefit provision, or the employee was not eligible, under the terms of the prior insurer's group Life policy, to have their premiums waived under the Extended Life Benefit provision; and
5. the employee is not receiving or eligible to receive benefits under the insurer's group Life policy.

Any Life benefit payable will be the lesser of:

1. the Life benefit payable under the Group Policy; or
2. the Life benefit payable under the prior insurer's group Life policy had it remained in force;

The Life benefit payable will be reduced by any amount paid by the prior insurer's group Life policy.

An employee is covered under the Exception to When Employee Coverage Starts, will not be eligible for (1) the Extended Life Benefit provision under this Policy; or (2) Accidental Death & Dismemberment coverage, until such a time that the employee is actively at work as defined by this policy.

All other provisions under this Policy (including Accelerated Life Benefit, Conversion and Dependent coverage) will apply under the Exception to When Employee Coverage Starts.

The employee will remain insured under this provision until the first to occur of:

1. the date the employee is fully capable of performing the major duties of his or her occupation for the employer on a Full-Time basis; or
2. the date insurance terminates for one of the reasons stated in When Employee Coverage Ends; or
3. the last day of a period of 12 consecutive months which begins on the Policy effective date; or
4. the date the employee becomes eligible for the Extended Life Benefit provision under the prior insurer's group Life policy; or
5. the last day the employee would have been covered under the prior insurer's group Life policy, had the prior plan not been terminated.

GP-1-EC-90-6.0

P264.0812-R

### ***Option A***

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

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

GP-1-DEF-97

P270.0365

## ***Option A for All Classes***

### **When Employee Coverage Ends**

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

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

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

If an employee's active full-time service ends because he or she is laid off or goes on a leave of absence you have approved, you may continue his or her insurance, subject to continued payment of premium, until the earlier of: (a) the end of the temporary layoff or employer approved leave of absence; and (b) three months following the date the temporary layoff or approved leave of absence begins. If an employee becomes disabled under this plan while his or her coverage is being continued during a temporary layoff or leave of absence, his or her eligibility for benefits will be governed by all the terms of this plan.

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

GP-1-EC-90-8.0

P264.1593

## ***Option A for Class 0002***

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

- If an employee's active service ends because he is disabled you may continue his insurance subject to all of the terms of this plan.
- If an employee's active service ends because he goes on a leave of absence or is laid off, you may continue his insurance for the rest of the policy month in which the leave or layoff starts, plus 24 more full policy month(s). However, if the employee joins any armed force before this period ends, you may continue his insurance until the date he becomes a member of such armed force.
- If you continue an employee's benefits under this plan as set forth above, it must be based on a plan which prevents individual selection by you.
- And, any such continuation is subject to the payment of premiums, and to all of the other terms and conditions of this plan.
- The amount of an employee's insurance during any such continuation will be the amount in force on his last day of active service, subject to any reductions that would have otherwise applied if he had remained an active employee.

GP-1-EC-90-7.0

P264.0021-R

### **Option A for Class 0001**

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

- If an employee's active service ends because he is disabled you may continue his insurance subject to all of the terms of this plan.
- If an employee's active service ends because he goes on a leave of absence or is laid off, you may continue his insurance for the rest of the policy month in which the leave or layoff starts, plus 24 more full policy month(s). However, if the employee joins any armed force before this period ends, you may continue his insurance until the date he becomes a member of such armed force.
- If you continue an employee's benefits under this plan as set forth above, it must be based on a plan which prevents individual selection by you.
- And, any such continuation is subject to the payment of premiums, and to all of the other terms and conditions of this plan.
- The amount of an employee's insurance during any such continuation will be the amount in force on his last day of active service, subject to any reductions that would have otherwise applied if he had remained an active employee.

GP-1-EC-90-7.0

P264.0021-R

### **Option A**

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

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

**Which Coverages Can Be Continued:** Insurance which applies to loss of life and accidental death and dismemberment may be continued at your option. The employee must contact you to find out if he or she may continue these coverages.

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

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

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

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

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

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

GP-1-EC-90-7.0

P264.1701

**Option A**

**Definitions**

GP-1-EC-90-DEF-1

P180.0155

**Option A**

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

GP-1-EC-90-DEF-2

P264.0018

**Option A**

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

GP-1-EC-90-DEF-3

P180.0311

**Class 0001**

**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.

GP-1-EC-90-DEF-4

P180.0158

**Class 0002**

**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 15 hours per week), at his employer's place of business.

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

**Option A**

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

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

**Option A**

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

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

**Option A**

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

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

**Option A**

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

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

**Option A**

**Dependent Life Coverage**

GP-1-DEP-90-1.0 P264.0015

**Option A**

**Eligible Dependents For Optional Dependent Life Benefits:** An employee's eligible dependents are: his or her legal spouse who is under age 70; and his or her unmarried dependent children who are 14 or more days old, until they reach age 26 and his or her unmarried dependent children, from age 26 until they reach age 26, who are enrolled as full-time students at accredited schools.

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

**Option A**

**Adopted Children and Step-Children:** An employee's "unmarried dependent children" include his or her legally adopted children and, if they depend on the employee for most of their support and maintenance, his or her step-children. We treat a child as legally adopted from: (a) the time the child is placed in the employee's home for the purpose of adoption; or (b) from birth, in the event that the employee has 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.

GP-1-DEP-90-3.0-PA P264.0447



### ***Option A***

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

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

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

GP-1-DEP-90-5.0

P200.0319

### ***Option A for All Classes***

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

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

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

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

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

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

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

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

GP-1-DEP-90-6.0

P264.0813

### ***Option A***

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

GP-1-DEP-90-7.0

P200.0707

### ***Option A for All Classes***

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

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

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

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

GP-1-DEP-90-9.0

P200.0812

### ***Option A***

## **Definitions**

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

GP-1-DEP-90-DEF-2

P200.0346

### ***Option A***

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

GP-1-DEP-90-DEF-3

P200.0212

### ***Option A***

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

GP-1-DEP-90-DEF-4

P200.0213

### ***Option A***

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

GP-1-DEP-90-DEF-8

P200.0217

### ***Option A***

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

GP-1-DEP-90-DEF-9

P200.0218

### ***Option A***

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

GP-1-DEP-90-DEF-11

P264.0065

### ***Option A***

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

GP-1-DEP-90-DEF-12

P200.0221

***Option A***

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

GP-1-DEP-90-DEF-14

P200.0223

***Option A***

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

GP-1-DEP-90-DEF-15

P200.0224

## **Option A**

### **Employee Group Term Life Insurance**

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

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

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

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

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

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

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

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

**Payment of Funeral or Last Illness Expenses:** We have the option of paying up to \$250.00 of this insurance to any person who incurred expenses for the employee's funeral or last illness.

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

GP-1-R-LB-90

P270.0119

## **Option A**

### **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 Insurance.

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

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

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

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

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

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

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

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

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

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

GP-1-R-LP-00

P270.0382

### ***Option A***

#### **Information About Conversion and Portability**

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

GP-1-R-LPN-95

P270.0300

### ***Option A***

#### **Employee Optional Group Term Life Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Option A**

### **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 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

GP-1-R-LP-00

P273.0735

### ***Option A***

#### **Information About Conversion and Portability**

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

GP-1-R-LPN-95

P270.0300

### ***Option A***

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

### ***Option A***

#### **Converting This Group Term Life Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

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

GP-1-R-LCONV-99

P275.0054

### ***Option A***

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

### ***Option A***

### **Converting This Group Term Life Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

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

GP-1-R-LCONV-99

P275.0054

### ***Option A***

## **Employee 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. THE EMPLOYEE SHOULD CONSULT WITH HIS OR HER TAX OR FINANCIAL ADVISOR BEFORE APPLYING FOR THIS BENEFIT.**

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

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

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

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

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

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

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

**Maximum Benefit Amount:** The amount of the Accelerated Life Benefit for which the employee may apply is based on the amount of such employee's group term life insurance for which he or she is insured on the date before he or she applies for the benefit. The minimum benefit amount is the lesser of: (a) \$10,000.00; or (b) 50% of the inforce amount. The maximum benefit amount is the lesser of: (a) \$250,000.00; or (b) 50% of the inforce amount.

**Discount:** The amount for which the employee applies is discounted to the present value in 6 months from the date the benefit is paid, based on the maximum adjustable policy loan interest rate permitted in the state in which the 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 an employee's Accelerated Life Benefit. This fee is deducted from the amount of the Accelerated Life Benefit paid to the employee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- is required by law to use the payment to meet the claims of creditors, whether or not the employee is in bankruptcy; or
- is required by court order to pay all or part of the benefit to another person; or
- is required by a government agency to use the payment to apply for, receive or maintain a governmental benefit or entitlement; or
- loses his or her coverage under the group plan for any reason after he or she elects the Accelerated Life Benefit but before we pay such benefit to him or her.

GP-1-R-EALB-03-PA

P275.0279

### ***Option A***

## **Employee 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. THE EMPLOYEE SHOULD CONSULT WITH HIS OR HER TAX OR FINANCIAL ADVISOR BEFORE APPLYING FOR THIS BENEFIT.**

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

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

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

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

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

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

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

**Maximum Benefit Amount:** The amount of the Accelerated Life Benefit for which the employee may apply is based on the amount of such employee's group term life insurance for which he or she is insured on the date before he or she applies for the benefit. The minimum benefit amount is the lesser of: (a) \$10,000.00; or (b) 50% of the inforce amount. The maximum benefit amount is the lesser of: (a) \$250,000.00; or (b) 50% of the inforce amount.

**Discount:** The amount for which the employee applies is discounted to the present value in 6 months from the date the benefit is paid, based on the maximum adjustable policy loan interest rate permitted in the state in which the 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 an employee's Accelerated Life Benefit. This fee is deducted from the amount of the Accelerated Life Benefit paid to the employee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- is required by law to use the payment to meet the claims of creditors, whether or not the employee is in bankruptcy; or
- is required by court order to pay all or part of the benefit to another person; or
- is required by a government agency to use the payment to apply for, receive or maintain a governmental benefit or entitlement; or
- loses his or her coverage under the group plan for any reason after he or she elects the Accelerated Life Benefit but before we pay such benefit to him or her.

GP-1-R-EALB-03-PA

P275.0278

### ***Option A***

#### **Extended Life Benefit With Waiver of Premium**

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

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

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

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

**How and When To Apply:** To apply for this extension, the employee must submit satisfactory written medical proof of his or her 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) the employee lacked the legal capacity to file the claim; or (b) it was not reasonably possible for the employee to file the claim.

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

- (a) become totally disabled before he or she reaches age 60 and while insured by the group plan; and
- (b) remain totally disabled for 09 continuous months.

The employee is 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 the employee remains totally disabled to maintain this extension. This written proof of the employee's 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 the employee to take part in a medical assessment, with a medical professional of our choice, as often as we feel is reasonably necessary during the first two years we've extended his or her life benefits. But after two years, we can't have the employee examined more than once a year.

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

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

However, if this group plan terminates and the employee is totally disabled and eligible, but not yet approved, for this extended benefit, the employee must convert to an individual permanent or term policy and remain insured under such policy until he or she is approved by us for the extended benefit.

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

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

- (a) 09 continuous months from the date active full-time service ends due to total disability; or
- (b) the date we approve the employee for this benefit.



## **Option A**

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

- (a) the date he or she is no longer disabled;
- (b) the date we ask an employee to be examined by our doctor, and he or she refuses;
- (c) the date the employee does not give us the proof of disability we require;
- (d) the date the employee is no longer receiving regular doctor's care appropriate to the cause of disability;  
or
- (e) the day before the date the employee reaches age 65.

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

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

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

- (a) written proof of the employee's death, that is acceptable to us; and
- (b) medical proof that the employee was continuously disabled until his or her death. This must be sent within one year of the employee's death.

GP-1-R-LW-TD-99-2

P275.0049

## **Option A**

### **LifeAssist**

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

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

- (a) he or she is eligible for this plan's Basic Life Extended Life Benefit.
- (b) he or she is functionally disabled, as defined below.

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

- (a) not able to perform 2 or more activities of daily living on a routine basis, without help; or
- (b) cognitively impaired and needs verbal cueing to protect him/herself or others; and

he or she is:

- (c) receiving regular doctor's care appropriate to the cause of disability; and
- (d) not working for wage or profit.

Activities of Daily Living means:

- (1) Bathing: the ability to wash in a tub or shower; or by taking a sponge bath; and to towel dry, with or without equipment or adaptive devices.
- (2) Dressing: the ability to put on and take off all clothes; and those medically necessary braces or prosthetic limbs usually worn; and also to fasten or unfasten them.
- (3) Toileting: the ability to get to and from and on and off the toilet; to maintain personal hygiene; and to

care for clothes.

- (4) Transferring: the ability to move in and out of a chair or bed with or without equipment such as: canes; walkers; crutches; grab bars; or any other support devices.
- (5) Continence: the ability to control bowel and bladder function; or, in event of incontinence, the ability to maintain personal hygiene.
- (6) Eating: the ability to get food into the body by any means once it has been prepared and made available.

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

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

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

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

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

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

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

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

- (a) the date the employee is no longer functionally disabled;
- (b) the date the employee is no longer eligible for this Basic Life plan's Extended Life Benefit;
- (c) the date we ask an employee to take part in a medical assessment and he or she refuses;
- (d) the date the employee does not give us proof of disability we require;
- (e) the date the employee is no longer receiving regular doctor's care appropriate to the disability; and
- (f) the date the lifetime maximum LifeAssist benefit is reached.

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

## **Option A**

### **Extended Life Benefit With Waiver of Premium**

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

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

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

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

**How and When To Apply:** To apply for this extension, the employee must submit satisfactory written medical proof of his or her 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) the employee lacked the legal capacity to file the claim; or (b) it was not reasonably possible for the employee to file the claim.

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

- (a) become totally disabled before he or she reaches age 60 and while insured by the group plan; and
- (b) remain totally disabled for 09 continuous months.

The employee is 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 the employee remains totally disabled to maintain this extension. This written proof of the employee's 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 the employee to take part in a medical assessment, with a medical professional of our choice, as often as we feel is reasonably necessary during the first two years we've extended his or her life benefits. But after two years, we can't have the employee examined more than once a year.

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

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

However, if this group plan terminates and the employee is totally disabled and eligible, but not yet approved, for this extended benefit, the employee must convert to an individual permanent or term policy and remain insured under such policy until he or she is approved by us for the extended benefit.

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

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

- (a) 09 continuous months from the date active full-time service ends due to total disability; or
- (b) the date we approve the employee for this benefit.

GP-1-R-LW-TD-99-1

P275.0521

***Option A***

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

- (a) the date he or she is no longer disabled;
- (b) the date we ask an employee to be examined by our doctor, and he or she refuses;
- (c) the date the employee does not give us the proof of disability we require;
- (d) the date the employee is no longer receiving regular doctor's care appropriate to the cause of disability;  
or
- (e) the day before the date the employee reaches age 65.

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

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

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

- (a) written proof of the employee's death, that is acceptable to us; and
- (b) medical proof that the employee was continuously disabled until his or her death. This must be sent within one year of the employee's death.

GP-1-R-LW-TD-99-2

P275.0049

**Option A**

**COMPUTATION OF GROUP LIFE INSURANCE PREMIUMS**

**Definitions:**

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

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

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

**How Group Life Rates Are Computed:**

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

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

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

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

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

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

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

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

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

Upon request we will furnish rates for ages not shown.

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

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

GP-1-R-LRMP-86-1

P270.0023

**Option A**

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

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

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

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

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

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

GP-1-R-DNPX-96

P293.0274

## **Option A**

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

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

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

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

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

If one of the above happens, and an employee's dependents have been insured by a Guardian group plan for at least five years, they can convert. But we limit the amount each dependent can convert to the lesser of: (a) \$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.

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 the 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 given: (a) to the employee by the employer; (b) mailed to the employee by the employer at the employee's last known address; or (c) mailed to the employee by us at the employee's 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.

**Option A**

**Employee Basic Accidental Death And Dismemberment Benefits**

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

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

**ACCIDENTAL DEATH AND DISMEMBERMENT**

<b>Covered Loss</b>	<b>Benefit</b>
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 covered loss of life, we pay the beneficiary of the employee's basic group term life insurance.

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

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

GP-1-R-ADCL1-00

P310.1053

**Option A**

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

- by willful self-injury, suicide, or attempted suicide;
- by sickness, disease, mental infirmity, medical or surgical treatment;
- by the employee taking part in a riot or other civil disorder; or in the commission of or attempt to commit a felony;
- by travel on any type of aircraft if the employee is an instructor or crew member; or has any duties at all on that aircraft;
- by declared or undeclared war or act of war or armed aggression;
- while the employee is a member of any armed force;
- while the employee is a driver in a motor vehicle accident, if he or she does not hold a current and



valid driver's license;

- by the employee's legal intoxication; this includes, but is not limited to, the employee's operation of a motor vehicle; or
- by the employee's voluntary use of a controlled substance, unless: (1) it was prescribed for the employee by a doctor; and (2) it was used as prescribed. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time.

GP-1-R-ADCL2-00

P310.0980

**Option A**

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00512468-**

issued by

**The Guardian** Life Insurance Company of America

(herein called the Insurance Company)

to

**KING'S COLLEGE**

(herein called the Policyholder)

The Policyholder and the Insurance Company hereby agree that the Group Policy is hereby amended effective on the effective date of any Dependent Life Insurance as follows:

The Life Insurance eligibility provisions applicable to dependent coverage are modified to provide that:

- (a) an employee's dependent child is a child under age 26;
- (b) marital status, residency and financial dependency requirements do not apply to an employee's dependent child; except as stated in item (c);
- (c) a handicapped child can stay eligible for dependent coverage past age 26 if such child is unmarried and is unable to support himself or herself; and
- (d) reference to an individual dependent's coverage ending when he or she marries or is no longer dependent on the employee for support and maintenance, except as stated for a handicapped child past the age limit, is deleted.

The foregoing amendment shall form a part of said Group Policy, provided both the Policyholder and the Insurance Company have hereto applied their respective signatures, and is subject to the agreements and covenants therein contained.

Dated at \_\_\_\_\_ This \_\_\_\_\_ Day of \_\_\_\_\_ , \_\_\_\_\_

KING'S COLLEGE

Full or Corporate Name of Policyholder

\_\_\_\_\_  
Witness BY: \_\_\_\_\_  
Signature and Title

**The Guardian** Life Insurance Company of America

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

**Option A**

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00512468-**

issued by

**The Guardian** Life Insurance Company of America

(herein called the Insurance Company)

to

**KING'S COLLEGE**

(herein called the Policyholder)

Effective July 1, 2015, the rider amends this Policy's Employee Basic Life "Settlement Option" provision as follows:

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

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

Dated at \_\_\_\_\_ This \_\_\_\_\_ Day of \_\_\_\_\_ , \_\_\_\_\_

KING'S COLLEGE

Full or Corporate Name of Policyholder

\_\_\_\_\_  
Witness BY: \_\_\_\_\_  
Signature and Title

**The Guardian** Life Insurance Company of America

*Stuart J Shaw*

Vice President, Risk Mgt. & Chief Actuary

**Option A**

**ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00512468-**

issued by

**The Guardian** Life Insurance Company of America

(herein called the Insurance Company)

to

**KING'S COLLEGE**

(herein called the Policyholder)

Effective July 1, 2015, the rider amends this Policy's Employee and Dependent Optional Life "Settlement Option" provision as follows:

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

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

Dated at \_\_\_\_\_ This \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_

KING'S COLLEGE

Full or Corporate Name of Policyholder

\_\_\_\_\_  
Witness BY: \_\_\_\_\_  
Signature and Title

**The Guardian** Life Insurance Company of America

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

## **Option A**

### **STATEMENT OF ERISA RIGHTS**

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

#### **Receive Information About The Plan and Benefits**

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

#### **Prudent Actions By Plan Fiduciaries**

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

#### **Enforcement Of An Employee's Rights**

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

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

#### **Assistance with Questions**

If an employee has questions about the plan, he or she should contact the plan administrator. If an employee has questions about this statement or about his or her rights under ERISA, or if the employee needs assistance in obtaining documents from the plan administrator, he or she should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor listed in the telephone directory or the Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington D.C. 20210. An employee may also obtain certain publications about his or her rights and

responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

P800.0065

## **Option A**

### **LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE CLAIMS PROCEDURE**

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

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

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

- (a) If a claim is wholly or partially denied, the claimant will be notified of the decision within 90 days after Guardian received the claim.
- (b) If special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which The Guardian expects to render the final decision.
- (c) If a claim is denied, Guardian will provide a notice that will set forth:
  - (1) the specific reason(s) the claim was denied;
  - (2) specific references to the pertinent *plan* provision on which the denial is based;
  - (3) a description of any additional material or information needed to make the claim valid, and an explanation of why the material or information is needed;
  - (4) an explanation of the *plan's* claim review procedure.

A claimant must file a request for review of a denied claim within 60 days after receipt of written notification of denial of a claim.

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

If an employee applies 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:

#### Timing For Initial Benefit Determination

Guardian will make a determination of whether an employee meets 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 the employee before the end of the initial 45-day period. Such notification will include the reason for the extension and a date by which the determination will be made. If prior to the end of the 30-day period Guardian determines that an additional extension is necessary due to matters beyond the control of the plan, and so notifies the employee, 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 of the claim, and the additional information needed to resolve those issues.

If an employee fails to provide all information needed to make a benefit determination, Guardian will notify him or her of the specific information that is needed as soon as possible but no later than 45 days after receipt of the employee's application for an extension of benefits.

If Guardian extends the time period for making a benefit determination due to an employee's failure to submit information necessary to make the determination, he or she will be given at least 45 days to provide the requested information. The extension period will begin on the date on which the employee responds to the request for additional information.

#### Adverse Determination

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, an employee will have up to 180 days to make an appeal.

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

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

In reviewing an appeal, Guardian will

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

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

Guardian will notify the employee 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.

P800.0071

\* \* \* \* \*



The foregoing amendment shall form a part of said Group Policy, provided both the Policyholder and the Insurance Company have hereto applied their respective signatures, and is subject to the agreements and covenants therein contained.

Dated at Bethlehem, PA This 21st Day of March, 2017

KING'S COLLEGE  
Full or Corporate Name of Policyholder

\_\_\_\_\_  
Witness BY: \_\_\_\_\_  
Signature and Title

**The Guardian** Life Insurance Company of America

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

**PLEASE RETAIN THIS COPY FOR YOUR RECORDS**

GUR-1

P600.9002



**The Guardian** Life Insurance Company of America

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

**POLICYHOLDER:** KING'S COLLEGE

<b>GROUP POLICY NUMBER</b>	<b>DELIVERED IN</b>	<b>POLICY DATE</b>
G-00512468	Pennsylvania	July 1, 2015

**POLICY ANNIVERSARIES:** July 1st of each year, beginning in 2016

**GUARDIAN AGREES** to pay benefits in accordance with, and subject to, the terms of this Policy. This promise is based on the Policyholder's application and payment of the required premiums.

This Policy is delivered in the jurisdiction shown above and is governed by its laws.

This Policy takes effect on the Policy Date shown above.

IN WITNESS OF WHICH, GUARDIAN has caused this Policy to be executed as of March 21, 2017 which is its date of issue.

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

**GROUP INSURANCE POLICY**  
**Providing**  
**Long Term Disability Income Insurance**

Dividends Apportioned Annually

Please read this Policy carefully. If any error or omission is found, send full details with the number of the Policy to Guardian.

P020.0944



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**Option A**

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**GENERAL PROVISIONS**

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***Definitions***

The terms shown below have the meanings shown below.

**Covered Person:** This term means an Employee insured by this Policy.

**Employee:** This term means a person: (1) who works for You or an associated company at Your or such company's place of business; and (2) whose income is reported for tax purposes using a W-2 or 1099 form. This term may also include a Qualified Retiree.

**Employer:** This term means the entity that purchased the plan.

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

**Policy:** This term means the Guardian group Long Term Disability Income insurance Policy purchased by You.

**Qualified Retiree:** This term means and Employee who retires on or after age 62 with at least 20 years of service.

**Long Term Disability Insurance:** This term means Long Term Disability Insurance provided by the Plan.

**You and Your:** As used in this Policy, these terms mean the Policyholder who purchased this group Policy. As used in the Certificate(s) attached to this Policy, these terms mean an insured Employee.

P020.0808

**Option A**

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***Incontestability***

This Policy will be incontestable after two years from its Policy Date, except for non-payment of premiums.

This Policy may replace the group policy of another insurer. In that case, We may rescind this Policy based on misrepresentations made in Your or a Covered Person's signed application for up to two years from the Policy Date.

No statement in any application, except a fraudulent statement, made by a Covered Person will be used to contest the validity of his or her insurance or to deny a claim for a loss incurred, or for a disability which starts, after his or her insurance has been in force for two years during his or her lifetime.

In the event a Covered Person's insurance is rescinded due to a fraudulent statement made in his or her application, We will refund premiums paid for the periods such insurance is void. The premium paid by the Covered Person will be sent to his or her last known address on file with You or Us. If You pay all or part of the cost of a Covered Person's insurance Your part of the premium will be paid to You.

P020.0032

**Option A**

## **Associated Companies**

An associated company is a business entity affiliated with You through common ownership of stock or assets.

If You ask Us in writing to include such a company under this Policy, We will treat Employees of that company like Your Employees. We must give Our written approval. Our approval will show the starting date of the company's coverage under this Policy. Each Eligible employee of that company must still meet all of the terms and conditions of this Policy before he or she will be insured.

You must notify Us in writing when a company ceases to be an associated company. On the date a company ceases to be such a company, this Policy will end for all of that company's Employees, except those covered by You or another associated company as Employees on such date.

P020.0034

### ***Option A***

## **Premiums**

Premiums are payable by You as follows: (1) the first premium is due on the Policy Date; and (2) later premiums are, during the time this Policy remains in force, due on the the 1st of each month.

Premiums due under this Policy must be paid by You: (1) at a Guardian office; or (2) to a representative that We have authorized. The premiums must be paid as shown above, unless by agreement between You and Us, the interval of payment is changed. In that event, adjustment will be made for payment annually, semi-annually, or quarterly.

The premium due under this Policy on each due date will be the sum of the premium charges for the insurance provided under this Policy. The premium charges are based on the rates set forth in the Schedule Of Premium Rates.

We may change such rates: (1) on the first day of any Policy month; (2) on any date the extent or terms of coverage for You are changed by amendment of this Policy; or (3) on any date Our obligation under this Policy with respect to You is changed because of statutory or other regulatory requirements.

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

Premiums for Employee coverage must be paid solely from funds contributed by the Employer. No contributions toward the premium may be required of any Employee.

## **Adjustment Of Premiums Payable Other Than Monthly Or Quarterly**

A premium rate may be changed after an annual or semi-annual premium became payable with respect to insurance on and after the date of such change. In that case, the premium will be adjusted by a pro rata change for the rest of the period for which the premium became payable. If the adjustment results in a decrease, the amount of the decrease will be paid to You by Us. If the adjustment results in an increase, the amount of the increase will be considered a premium due on the date of the rate change. This Policy's grace period will apply to any such premium due.

## **Grace In Payment Of Premiums - Termination Of Policy**

A grace period of 31 days, without interest charge, will be allowed for each premium payment except the first. If You give Us advance written notice of an earlier termination date during the grace period, this Policy will end as of such earlier date.

If this Policy ends during or at the end of the grace period, You will still owe Us premium for all the time this Policy was in force during the grace period.

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

P024.0657

### **Option A**

#### **Term of Policy - Renewal Privilege**

This Policy is issued for a term of one year from the Policy Date shown on the face page. All policy years and policy months will be calculated from the Policy Date. All periods of insurance will begin and end at 12:01 A.M. Standard Time at Your place of business.

If this Policy provides coverage on a non-contributory basis, all of the Employees eligible for such insurance must be enrolled.

You may renew this Policy for a further term of one year on the first and each subsequent Policy Anniversary. All renewals are subject to the payment of premiums then due, computed as shown in Premiums.

We have the right to decline to renew this Policy, or any coverage under it, on any Policy Anniversary or premium due date, if, on that date: (1) less than 10 employees are insured; or (2) with respect to non-contributory insurance, all of those employees eligible, are not insured; or (3) with respect to contributory insurance, less than 75% of those employees eligible are insured.

P020.0926

You may cancel this Policy at any time by giving Us 31 days advance written notice. This notice must be sent to Our Home Office. You will owe Us all unpaid premiums for the period this Policy is in force. We may cancel this Policy by giving You 31 days advance written notice.

#### **The Contract**

The entire contract between You and Us consists of: (1) this Policy; (2) the Schedule of Premium Rates; (3) the Certificate(s) which describe(s) the insurance for which the Covered Persons are insured; (4) any attached riders, schedule of benefits or amendments; and (5) Your application, a copy of which is attached. In the event of a conflict, the Policy shall reign.

We can amend this Policy at any time, without the consent of the insured Employees or any other person having a beneficial interest in it: (1) upon written request made by You and agreed to by Us; (2) on any date Our obligation under this Policy with respect to You is changed because of statutory or other regulatory requirements; or (3) on any date on which Our contractual relationship with any vendor supplying services or supplies with respect to this Policy changes.

If We amend this Policy, except upon request made by You, We must give You written notice of such change.

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

No person, except by a writing signed by the President, a Vice President or a Secretary of Guardian, has the authority to act for Us to: (1) determine whether any contract, policy or certificate is to be issued; (2) waive or alter any provisions of any contract or policy, 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.

P020.0927

### **Option A**



### **Clerical Error - Misstatements Of Age**

Neither clerical error by You or Us in keeping any records on the insurance under this Policy, nor delays in making entries, will invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated. On discovery of such error or delay, an equitable adjustment of premiums will be made.

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

The age of an Employee, or any other relevant facts, may be found to have been misstated. If premiums are affected due to this, an equitable adjustment of premiums will be made. If such misstatement involves whether or not an insurance risk would have been accepted by Us, or the amount of insurance, the true facts will be used to determine whether insurance is in force under the terms of this Policy, and in what amount.

### **Statements**

No statement will void the insurance under this Policy, or be used in defense of a claim unless: (1) in Your case, it is contained in the application signed by You; or (2) in the case of a Covered Person, it is contained in a written instrument signed by him or her.

All statements will be deemed representations and not warranties.

P020.0052

#### ***Option A***

### **Assignment**

For long term disability income insurance, the Employees Certificate and his or her right to benefits under this Policy are not assignable.

Assignment or transfer of Your interest under this Policy will not bind Us without Our written consent.

P020.0953

#### ***Option A***

### **Dividends**

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

Any such dividend will be: (1) paid to You in cash; or (2) at Your option it may be applied to the reduction of the premiums then due.

If the Employees contribute toward the cost of the insurance under any other group policy issued to You by Us and the aggregate dividends under this Policy and any other such group policy or policies are in excess of Your share of the aggregate cost, such excess will be applied by You for the sole benefit of the Employees.

Payment of any dividend to You will completely discharge Our liability with respect to the dividend so paid.

P020.0053

#### ***Option A***

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### **Employee's Certificate**

We will issue to You, for delivery to each insured Employee, a certificate of insurance. It will state the essential features of the insurance to which the employee is entitled and to whom the benefits are payable. In the event this Policy is amended, and such amendment affects the material contained in the certificate, a rider or revised certificate reflecting such amendment will be issued to You for delivery to affected Employees.

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### **Employees Notice**

From time to time We may provide You with notices that are needed due to state or federal requirements. You must deliver copies of these notices to each of Your Employees.

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### **Claims Of Creditors**

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

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### **Records - Information To Be Furnished**

You must keep a record of the insured Employees containing, for each Employee, the essential details of the insurance which apply to him or her. You must periodically forward to Us, on Our forms, such information concerning the Employees in the classes eligible for insurance under this Policy as may reasonably be considered to have a bearing: (1) on the administration of the insurance under this Policy; and (2) on the determination of the premium rates. For benefits which are based on an Employee's salary, changes in his or her salary must promptly be reported to Us. Your payroll and other such records which have a bearing on the insurance must be furnished to Us at our request at any reasonable time.

P020.0054

***Option A***

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### **Examination and Autopsy**

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

P020.0057

***Option A***

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### **Conformity With Law**

If the provisions of this Policy do not conform to the requirements of any state or federal law or regulation that applies, any such provision is changed to conform with Our interpretation of the requirements of that law or regulation.

P020.0058

***Option A***

## **New Entrants**

Eligible new Employees may be added to the group originally insured in accordance with the terms of this Policy.

P020.0059

### **Option A**

## **Claims Provisions**

An Employee's right to make a claim for any benefits provided by this Policy is governed as follows:

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

**Claim Forms:** We will furnish the Employee 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. The Employee must detail the nature and extent of the loss for which the claim is being made.

**Proof of Loss:** For disability income insurance, the Employee must send us written proof of loss to Our designated office. This proof must be sent within 90 days of the end of each period for which We are liable. However, if We notify the Employee in writing that We require proof of loss less often, such proof must be sent within 30 days of the date We request it.

**Late Notice or Proof:** We will not void or reduce the Employee's claim if he or she cannot send Us notice and proof of loss within the required time. In that case, the Employee must send Us notice and proof as soon as reasonably possible.

**Payment of Benefits:** We will pay benefits for loss of income at least once per month for as long As We are liable. The Employee must submit periodic written proof of loss as shown above. Any balance remaining unpaid at the end of Our liability will be paid as soon as We receive written proof.

Unless otherwise required by law or regulation, We will pay all benefits to the Employee if he or she is living. If he or she is not living, We have the right to pay all benefits to one of the following, the Employee's: (1) estate; (2) spouse; (3) parents; (4) children; or (5) brothers and sisters. See the section in the applicable Certificate describing accidental death and dismemberment benefits for how accidental death and dismemberment benefits are paid.

**Legal Actions:** No legal action against this Policy 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 Policy after three years from the date written proof of loss is required to be given.

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

P020.0960

### **Option A**

## **When An Employee's Active Service Ends**

**Long Term Disability Income Insurance:** If an Employee's active full-time service ends because he or she is laid off or goes on a leave of absence You have approved, You may continue his or her long term disability income insurance until the earlier of: (1) the end of the temporary layoff or approved leave of absence; and (2) 24 months after the date the temporary layoff or approved leave of absence starts. But, if the Employee joins any armed force before this period ends, You may continue his or her insurance until the date he or she becomes a member of such armed force.

If an Employee becomes disabled, as defined in the Certificate, while his or her short term disability income insurance is being continued during a temporary layoff or leave of absence, his or her eligibility for benefits will be governed by all the terms of this Policy.

If You continue an Employee's insurance as set forth above, it must be on a policy which prevents individual selection.

Any such continuation is subject to the payment of premiums and to all of the other terms and conditions of this Policy.

The amount of an Employee's insurance during any such continuation will be the insurance amount in force on his or her last day of active service, subject to any reductions that would have otherwise applied if he or she had remained an active Employee.

P020.0077-R

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## **SCHEDULE OF OPTION PACKAGES**

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This Policy's classes are shown below. The benefit option packages which are available to Covered Persons who are members of each class are shown below.

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### **Class Description**

***Class 0001*** ALL ELIGIBLE EMPLOYEES WORKING 30 OR MORE HOURS PER WEEK

***Class 0002*** ALL ELIGIBLE FACULTY WORKING 15 OR MORE HOURS PER WEEK.

P020.0087

## Benefit Option Packages

Employees may choose from the benefit packages available to members of their class. Coverage for a benefit will not become effective until the Covered Person satisfies the eligibility requirements. Coverage for a benefit that requires payment from the Employee will not become effective until the Employee: (1) elects it in a form acceptable by Us; and (2) agrees to make any required payments. The benefits are described in the applicable Certificate(s) attached to and made a part of this Policy.

P020.0089

Members of Class 0001 may choose from benefits in option package(s) A.

P020.0090

Members of Class 0002 may choose from benefits in option package(s) A.

P020.0090

### ***Option A***

- Long term disability income insurance

P020.0080

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## ATTACHED CERTIFICATES

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The Certificate(s) shown below are added to and made part of this policy.

Class 0001 Option(s) A	P024.0662
Class 0002 Option(s) A	P024.0663
	P024.0663

The Certificate(s) describe the Long Term Disability Insurance benefits for which each class of Employees is eligible.

Each Employee's eligibility, effective date of insurance, plan of insurance, and termination date is determined by the option he or she has elected on his or her enrollment form, or other suitable document approved by Guardian, and the provisions of the Certificate that apply to that option.

Certificate(s) will include any changes made by rider amendments to this Policy.

P020.0935

**Option A**

**The Guardian Life Insurance Company of America  
Schedule of Premium Rates  
Long Term Disability Income Insurance**

The monthly premium rates, in U.S. dollars, for the benefits provided under the Policy are listed below. Guardian has the right to change any premiums rates(s) set forth below at the times and in the manner set forth in the Premiums section of the Policy.

P020.0966

**Option A**

**Premium Rates**

**Long Term Disability Income Insurance**

P020.0104

**Option A** All Classes

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

**Rate per Employee**

\$ .26

P020.0106



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## **IMPORTANT NOTICE OF NON-DISCRIMINATION**

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Guardian complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. Coverage for medically necessary health services is made available on the same terms for all individuals, regardless of sex assigned at birth, gender identity, or recorded gender. Guardian will not deny or limit coverage to any health service based on the fact that an individual's sex assigned at birth, gender identity, or recorded gender is different from the one to which such health service is ordinarily available. Guardian will not deny or limit coverage for a specific health service related to gender transition if such denial or limitation results in discriminating against a transgender individual.



\*END OF POLICY DOCUMENT\*

