# The GUARDIAN Life Insurance Company of America A Mutual Life Insurance Company 10 Hudson Yards, New York, New York 10001

Incorporated 1860 By The Laws of The State of New York

Amendment to Group Policy No. G- 00463298-HC

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

The Policyholder and the Insurance Company hereby agree that Group Policy No. G- 00463298-HC is hereby amended effective January 1, 2022 as follows:

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

# **IMPORTANT NOTICE**

Should you have any questions regarding this insurance, you may contact The Guardian Life Insurance Company at:

1-800-873-4542

GP-1-R-ADD-MO-92 P120.0052

**The Guardian** Life Insurance Company of America
A Mutual Life Insurance Company
10 Hudson Yards, New York, New York 10001
Incorporated 1860 by the Laws of the State of New York

#### **EMPLOYER RIDER**

Group Plan Number: G-00463298-HC

Policyholder: Trustees of the Professional and Technical Services Industry Insurance Trust Fund

Participating Employer: COLUMBIA COLLEGE

Rider Effective Date: January 1, 2011

It is hereby agreed that the provisions which follow are added to the group policy for the participating employer named above:

**Premium Payments:** The first premium payment for this plan is due on the Rider Effective Date. Further payments are due on the 1st of each month thereafter, as long as this plan stays in effect.

There is a 31 day grace period for all payments except the first. We must receive all payments within 31 days of the applicable premium due date. If we don't, this plan will automatically end at the end of the grace period. You will owe us all unpaid premiums for the period this plan was in force.

**Term of Rider - Renewal Privilege:** This rider is issued for an initial term which starts on the Rider Effective Date and ends on the day before the first policy anniversary date.

You can renew this rider for further one year terms on each plan anniversary, subject to all of the terms of the group policy and this rider. We have the right to cancel this rider, or any coverage hereunder, on the policy anniversary date or premium due date, if, on that date, either:

- less than ten employees are insured under this rider; or
- with respect to contributory Loss of Time/Short Term Disability Income, Vision Care Expense, Voluntary
  Accidental Death and Dismemberment and Voluntary Term Life insurance, less than 25% of those
  employees who are eligible for insurance under this plan are insured; or
- with respect to any other contributory coverages, less than 75% of those employees who are eligible for insurance under this rider are insured.

If this rider also provides dependent coverage on a contributory basis, we can cancel that coverage on any policy anniversary date or premium due date, if, on that date, less than 75% of those employees eligible for such dependent coverage are insured.

For non-contributory plans, 100% of the employees eligible for insurance, must be enrolled for coverage. If dependent coverage is provided, all eligible dependents must be enrolled. We have the right to cancel this rider, or any coverage hereunder on the policy anniversary date or the premium due date, if, on that date, the number of employees or dependents, if dependent coverage is provided, falls below 100% of those eligible for coverage.

This rider and all coverages hereunder will also end if you stop engaging in the business in which you were engaged on the Rider Effective Date. You must notify us in writing when the nature of your business activity changes or when you sell that business.

If we give you 31 days advance written notice, we may, as of the first day of any policy month, change the premium rates we charge for this plan.

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

**Associated Companies:** If you ask us in writing to include an associated company under this plan, and we give you our written approval, we'll treat employees of that company like your employees. Our written approval will include the starting date of the company's coverage by this plan. Each eligible employee of that company must still meet all of the terms and conditions of this plan before he'll be insured.

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

GP-1-ER-90-1 P130.5161

## **Definitions**

**Associated company** means a corporation or other business entity affiliated with the employer through common ownership of stock or assets.

GP-1-ER-90-DEF-2 P130.1029

**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-ER-90-DEF-4 P130.3108

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

GP-1-ER-90-DEF-3 P130.1030

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

GP-1-ER-90-DEF-5 P130.1032

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

GP-1-SI P130.3050

You and Your mean the employer who purchased this plan.

# SCHEDULE OF INSURANCE AND PREMIUM RATES

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.

# **Class Description**

Class 0001 ALL OTHER ELIGIBLE EMPLOYEES

Class 0002 ALL ELIGIBLE RETIRESS - CLOSED CLASS

GP-1-SI P130.1566

# **Option Packages Available**

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 B.

GP-1-SI P130.1568

# **Summary of Option Packages**

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 200% of the employee's annual earnings, rounded to the next higher \$1,000.00, if not already a multiple thereof, to a maximum of \$250,000.00, 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 200% of the employee's annual earnings, rounded to the next higher \$1,000.00, if not already a multiple thereof, to a maximum of \$250,000.00, but not less than \$10,000.00.

GP-1-SI P130.4633

Employee Voluntary AD&D in an amount selected by the employee.

GP-1-SI P130.2609

Dependent Voluntary Accidental Death & Dismemberment Insurance in an amount selected by the employee for an employee's spouse, and dependent children.

# **Summary of Option Packages (Cont.)**

Dependent Optional Term Life in an amount selected by the employee for an employee's spouse, and dependent children.

GP-1-SI P130.1616

Short Term Disability Income Insurance in a weekly amount determined by the plan(s) selected by the employee.

GP-1-SI P130.5615

Long Term Disability Income Insurance in the amount of 60% of an employee's insured earnings, rounded to the nearest dollar, if not already a multiple thereof, to a maximum monthly benefit of \$7,500.00.

GP-1-SI P130.3965

Employee and Dependent Vision Care Expense Insurance with a \$20.00 copayment for each PPO visit and a \$20.00 deductible for each Non-PPO visit.

GP-1-SI P130.3654

Option B Employee Basic Term Life Insurance in the amount of \$50,000.00.

GP-1-SI P130.1586

# All Options

# Schedule of Benefits

P130.1995

# Employee Basic Term Life Insurance

GP-1-SI

#### Option A

#### Basic Term Life Insurance Amount

An amount equal to 200% of the employee's annual earnings, rounded to the next higher \$1,000.00, if not already a multiple thereof, to a maximum of \$250,000.00, but not less than \$10,000.00.

GP-1-SI P130.2891

# Option B

#### Basic Term Life Insurance Amount

GP-1-SI P130.2003

#### 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.

## Employee Basic Term Life (Cont.)

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 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 50% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

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

GP-1-SI P130.1970

# **All Options**

#### 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 \$1,000.00.

If we do not approve the employee's proof, his or her insurance amount will be \$1,000.00.

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 200% of the employee's annual earnings, rounded to the next higher \$1,000.00, if not already a multiple thereof, to a maximum of \$250,000.00, but not less than \$10,000.00.

# 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 50% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

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

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

# 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 \$1,000.00.

If we do not approve the employee's proof, his or her insurance amount will be \$1,000.00.

GP-1-SI P130.2559

# Option A

# Schedule of Benefits

# Optional Contributory Term Life Insurance

GP-1-SI

P130.2034

#### Option A

#### Optional Life Election

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

GP-1-SI P130.3922

#### 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 \$20,000.00 and may not exceed \$500,000.00.

GP-1-SI P130.2035

#### Option A

#### Reduction of Optional Life Insurance Amount Based on Age

If an employee is less than age 65 when his or her insurance under this plan starts, his or her insurance amount is reduced, on the date he or she reaches age 65, by 35% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 65 but before he or she reaches age 70.

If an employee is less than age 70 when his or her insurance under this plan starts, the employee's insurance amount is reduced, when he or she reaches age 70, by 60% 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 75% 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.

# Optional Contributory Term Life Insurance (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 85% 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 P130.2524

#### 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 \$150,000.00.

#### 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 65.

GP-1-SI P130.3225

#### Option A

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

GP-1-SI P130.3230

#### 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.

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

#### Option A

#### Voluntary AD&D Enrollment Period

The employee may choose to be insured under one of the plans of voluntary AD&D 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 benefits at any time, subject to any of this plan's proof of insurability requirements. The employee must notify the employer of any desired switch.

GP-1-SI P130.3041

#### Voluntary AD&D Insurance Amount

#### Plan A

The employee may elect amounts of voluntary AD&D insurance in increments of \$10,000.00, but the amount may not be less than \$20,000.00 and may not exceed \$500,000.00.

GP-1-SI P130.7553

# Option A

#### Reduction of Voluntary AD&D Amount Based on Age

If an employee is less than age 65 when his or her insurance under this plan starts, his or her insurance amount is reduced, on the date he or she reaches age 65, by 35% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 65 but before he or she reaches age 70.

If an employee is less than age 70 when his or her insurance under this plan starts, the employee's insurance amount is reduced, when he or she reaches age 70, by 60% 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 75% 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 85% 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.

# Dependent Optional Term Life Insurance

#### Dependent Optional Life Enrollment Period

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

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

GP-1-SI P130.3042

#### Optional Dependent Spouse Term Life Insurance Amount

# Plan A

The employee may elect amounts of optional dependent spouse term life insurance in increments of \$5,000.00, but the amount may not be less than \$5,000.00 and may not exceed \$250,000.00.

GP-1-SI P130.2509

#### Optional Dependent Child Insurance Amount

# Plan A

Child's Age At Death	Benefit Amount
At least 14 days but less than 6 months	\$1,000.00
At least 6 months but less than 26 years	\$1,000.00
At least 26 years but less than 26 years if a full-time student	\$1,000.00

GP-1-SI P130.2883

#### Optional Dependent **Child Insurance** Amount

# Plan B

Child's Age At Death	Benefit Amount
At least 14 days but less than 6 months	\$5,000.00
At least 6 months but less than 26 years	\$5,000.00
At least 26 years but less than 26 years if a full-time student	\$5,000.00

GP-1-SI P130.2883

#### Optional Dependent Plan C Child Insurance **Amount**

Child's Age At Death	Benefit Amount
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

## Option A

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

# Dependent Optional Term Life Insurance (Cont.)

#### Option A

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

GP-1-SI P130.8880

#### 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 \$50,000.00 with respect to a dependent spouse.

GP-1-SI P130.2544

We require proof for any amount of dependent optional term life insurance in excess of \$5,000.00 with respect to a dependent spouse, if the dependent spouse's scheduled dependent optional term life effective date is after he or she reaches age 65.

GP-1-SI P130,4246

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

GP-1-SI P130.4249

#### 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.

#### Option A Schedule of Benefits Dependent Voluntary Accidental Death and Dismemberment Insurance (AD&D)

Dependent	Voluntary
AD&	D Election

The employee may choose the plan of dependent spouse voluntary AD&D insurance and the dependent child voluntary AD&D insurance as shown below. The employee must notify the employer of his or her election and pay the required premium.

GP-1-SI P130.7673

# Option A

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

#### Plan A

The employee may elect amounts of voluntary dependent spouse term AD&D insurance in increments of \$5,000.00, but the amount may not be less than \$5,000.00 and may not exceed \$250,000.00.

GP-1-SI P130.7630

# Option A

Dependent Child Plan A Voluntary AD&D Insurance Amount

Child's Age At Death	Benefit Amount
At least 14 days but less than 6 months	\$1,000.00
At least 6 months but less than 26 years	\$1,000.00
At least 26 years but less than 26 years if a full-time student	\$1,000.00
GP-1-SI	P130.8099

# Option A

Dependent Child Plan B Voluntary AD&D Insurance Amount

Child's Age At Death	Benefit Amount
At least 14 days but less than 6 months	\$5,000.00
At least 6 months but less than 26 years	\$5,000.00
At least 26 years but less than 26 years if a full-time student	\$5,000.00
GP-1-SI	P130.8099

# Option A

Dependent Child Plan C Voluntary AD&D Insurance Amount

Child's Age At Death Be	enefit Amount
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	P130.8099

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

#### Option A

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

GP-1-SI P130.7763

# Option A

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

GP-1-SI P130.8884

# Option A

#### Schedule of Benefits

Short Term Disability Income Insurance

GP-1-SI P130.6549

#### Option A

**Elimination Period** Elimination Period During Disability:

For disability due to injury ..... 7 days

#### Maximum Payment Period

Maximum Payment Period For Each Disability:

Payments for a pre-existing condition will be limited to a maximum of 2 weeks.

GP-1-SI P130.6623

#### Option A

Gross Weekly Benefit A covered person may choose any one of the following plans which does not exceed 60% of his or her insured earnings.

Plan ID A	\$200.00
Plan ID B	\$300.00
Plan ID C	\$400.00
Plan ID D	\$500.00
Plan ID E	\$600.00
Plan ID F	\$700.00
Plan ID G	\$800.00
Plan ID H	\$900.00

# Schedule of Benefits

# Short Term Disability (Cont.)

Plan ID L	 		 									 			 		 \$1,300.00
Plan ID M	 		 									 			 		 \$1,400.00
Plan ID N	 	 	 									 			 		 \$1,500.00

#### Proof of Insurability

A covered person may request to switch to another gross weekly benefit at any time; benefit increases may require satisfactory proof of insurability. Once per year, during the enrollment period determined by the employer, a covered person may increase his or her current gross weekly benefit to the next greater available amount without providing evidence of insurability. The covered person must notify the employer of any desired change in benefit.

Any level of coverage that requires proof of insurability takes effect on the date we approve that proof in writing. However, the covered person must be actively-at-work on a full-time basis on that date. If he or she is not, the new level of coverage will take effect on the date he or she returns to active work on a full-time basis. But, the new level of coverage will not apply to a recurring disability.

GP-1-SI P130.8118

# Option A

# Schedule of Benefits

# Employee Long Term Disability Income Insurance

GP-1-SI P130.6640

#### Option A

Own Occupation Period The first 36 months of benefit payments from this plan.

GP-1-SI P130.6646

#### Option A

Elimination Period

Elimination Period During Disability

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

Maximum Payment Period for Each Disability: See the following table:

Employee's Year of Birth	Social Security Normal Retirement Age
Before 1938	 65
1938	 65 and 2 months
1939	 65 and 4 months
1940	 65 and 6 months
1941	 65 and 8 months
1942	 65 and 10 months
1943-1954	 66
1955	 66 and 2 months
1956	 66 and 4 months
1957	
1958	
1959	 66 and 10 months
After 1959	 67

# Employee Long Term Disability Income Insurance (Cont.)

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

Age When Disability Starts	Maximum Payment Period
Age 62 Age 63 Age 64 Age 65 Age 66 Age 67	4.00 years 3.50 years 3.00 years 2.50 years 2.00 years 1.75 years 1.50 years
Age 68 Age 69 or older	 •

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

P130.6648 GP-1-SI

#### Option A

#### Gross Monthly Benefit

60% of the covered person's insured earnings, rounded to the nearest \$1.00, if not already a multiple thereof, limited to a maximum of \$7,500.00.

Note: We integrate the covered person's gross monthly benefit with certain other income he or she may receive. Read all of the terms of this planto see what income we integrate with, and how.

P130.8273 GP-1-SI

## Option A

Survivor Benefit 3 times the last monthly benefit after it is reduced by disability earnings the covered person received.

> GP-1-SI P130.6666

# Option A

# Schedule of Benefits

Employee and Dependent Vision Expense

	Option A	
PPO Copayments	Each visit	00
	Option A	
GP-1-SI	P130.35	506

Non-PPO Cash **Deductibles** 

# Employee and Dependent Vision Expense (Cont.)

#### Option A

# All Options

# 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 classification of an Employee or a Qualified Retiree, except that any increase in the amount of insurance on an Employee, a Qualified Retiree 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
  period terminates, whichever is later) or
- in the case of a Qualified Retiree or an Eligible Dependent confined to a hospital, on the day on which the Retiree or 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. In no event shall the insurance of an Eligible Dependent of a Qualified Retiree who is confined to a hospital be increased or decreased prior to the day on which the Qualified Retiree is discharged from the hospital.

GP-1-SI P130.7391

#### Option B

#### 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 classification of an Employee or a Qualified Retiree, except that any increase in the amount of insurance on an Employee or a Qualified Retiree eligible for benefits under an established benefit period shall become Effective: (A) 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 period terminates, whichever is later); (B) in the case of a Qualified Retiree confined in a hospital, on the day on which the Retiree 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 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. In no event shall the insurance of a Qualified Retiree who is confined in a hospital be increased or decreased prior to the day the retiree is discharged from the hospital.

# Effective Dates for Changes to Insurance (Cont.)

#### **All Options**

#### Changes in Insurance Classification

If an insured Employee's classification changes to any classification other than Qualified Retiree, 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.

If an Employee enters the classification of Qualified Retiree, his insurance shall be adjusted automatically to conform with the new classification on the day he enters the new classification.

# **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

# All Options

**Premium Rates** 

Employee Basic Term Life Insurance

GP-1-SI

P130.2823

All Options All Classes

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

# Rate per Employee

\$ 0.15

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 Class 0001

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

# Rate per Employee

\$ 0.02

GP-1-SI P130.2842

# Option A

**Premium Rates** 

# Employee Optional Contributory Term Life Insurance

GP-1-SI

P130.2825

Option A Class 0001

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The following sets of rates represent the rate per \$1,000.00 of coverage.

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

## **Preferred Rates**

Age		
From	Through	
		Rate per Employee
15	29	\$ 0.07
30	34	\$ 0.08
35	39	\$ 0.11
40	44	\$ 0.18
45	49	\$ 0.26
50	54	\$ 0.43

# **Premium Rates**

Employee Optional Contributory Term Life Insurance (Con	Emplovee	Optional	Contributory	Term	Life Insurance	(Cont.
---	----------	----------	--------------	------	----------------	--------

55	59	\$ 0.75
60	64	\$ 1.18
65	69	\$ 1.86
70	74	\$ 2.97
75	99	\$ 5.25

# **Standard Rates**

Age		
From	Through	

		Rate per Employee
15	29	\$ 0.13
30	34	\$ 0.14
35	39	\$ 0.19
40	44	\$ 0.31
45	49	\$ 0.57
50	54	\$ 0.92
55	59	\$ 1.67
60	64	\$ 2.04
65	69	\$ 3.28
70	74	\$ 5.20
75	99	\$ 8.75

GP-1-SI P130.3703

Option A Premium Rates

Employee Voluntary Accidental Death and Dismemberment Insurance

GP-1-SI P130.2826

Option A Class 0001

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

Rate per Employee

\$ 0.05

GP-1-SI P130.7574

Option A Premium Rates

Dependent Voluntary Accidental Death and Dismemberment Insurance

GP-1-SI P130.7611

Option A Class 0001

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

Rate per Insured Spouse

\$ 0.05

GP-1-SI P130.7613

GP-1-SI

Dependent Child Voluntary Accidental Death & Dismemberment Insurance (Cont.)

# Option A Class 0001

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

# Rate per Insured Child Unit

\$ 0.05

GP-1-SI P130.7602

Option A Premium Rates

Dependent Spouse Optional Term Life Insurance

GP-1-SI P130.2828

# Option A Class 0001

The following sets of rates represent the rate per \$1,000.00 of coverage.

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

# **Preferred Rates**

ge	
Through	Rate per Insured Spouse
29	\$ 0.07
34	\$ 0.08
39	\$ 0.11
44	\$ 0.18
49	\$ 0.26
54	\$ 0.43
59	\$ 0.75
64	\$ 1.18
69	\$ 1.86
74	\$ 2.97
99	\$ 5.25
	Through  29 34 39 44 49 54 59 64 69 74

# **Standard Rates**

A	ge	
From	Through	Rate per Insured Spouse
15	29	\$ 0.13
30	34	\$ 0.14
35	39	\$ 0.19
40	44	\$ 0.31
45	49	\$ 0.57
50	54	\$ 0.92
55	59	\$ 1.67
60	64	\$ 2.04
65	69	\$ 3.28
70	74	\$ 5.20
75	99	\$ 8.75

Option A Premium Rates

Dependent Child Optional Term Life Insurance

GP-1-SI P130.2829

Option A Class 0001

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

# Rate per Insured Child Unit

\$ 0.182

GP-1-SI P130.2858

Option A Premium Rates

Short Term Disability Income Insurance

GP-1-SI P130.6555

Option A Class 0001

The following set of rates represents the rate per \$10.00 of weekly benefit.

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

Age		
From	Through	Rate per Employee
15	29	\$ 0.614
30	34	\$ 0.843
35	39	\$ 0.592
40	44	\$ 0.397
45	49	\$ 0.374
50	54	\$ 0.403
55	59	\$ 0.449
60	99	\$ 0.701

GP-1-SI P130.6637

Option A Premium Rates

Long Term Disability Income Insurance

GP-1-SI P130.6676

Option A Class 0001

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

Rate per Employee

\$ 0.26

Option A Premium Rates

## Vision Care Expense Insurance

GP-1-SI P130.3517

Option A Class 0001

Rate per Employee	per Employee and Insured Spouse with no Insured Child	per Employee and Insured Child(ren) with no Insured Spouse	per Employee and Insured Family
\$ 13.31	\$ 21.29	\$ 21.74	\$ 35.05

GP-1-SI P130.3518

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

## **All Options**

A specimen copy of the master group policy provisions which apply to the plan of insurance for the participating employer named on the first page of this rider, is attached hereto and incorporated herein. The originals of such provisions are part of the master group policy which was delivered in the State of Rhode Island to BankNewport (Trustee) as Policyholder.

# **All Options**

This rider shall form a part of the group policy. You, the policyholder and The Guardian are subject to all of the terms and conditions contained in the group policy and this rider.

Dated at Bethlehem, PA This 23rd Day of September , 2021

The Guardian Life Insurance Company of America

Michael Prestileo, Senior Vice President

GP-1-ER-90-2 P130.1027

#### **All Options**

**Trustees.** The term "trustees" shall mean BankNewport.

Participating Employers - Eligible Employer. An Eligible Employer may become a Participating Employer by filing, through the Trustees, with the Home Office of the Insurance Company an agreement executed by the employer adopting the terms of the Trust Agreement and by receiving the Insurance Company's approval, in writing, of its inclusion as a Participating Employer. The date the employer becomes a Participating Employer shall be stated in the Employer Rider pertaining to such Employer. "Employer Rider" as used any place in this Policy shall mean each separate rider or riders, attached to and forming part of this Policy, identifying and specifically applying to each employer who is a Participating Employer under this Policy and which contains details of the plan of insurance pertaining to the employees of each such Participating Employer.

"Eligible Employer" as used above shall mean any employer engaged in the industry covered under this Policy.

**Participation Date.** The date as of which an Employer becomes a Participating Employer is referred to herein as the Participation Date with respect to such Employer and its Employees.

**Employees Eligible.** Those employees identified in the Employee Riders are eligible for insurance under this Policy for the insurance coverages specified therein.

**Termination of Employee Coverage.** An Employee's insurance on behalf of himself under this Policy shall automatically terminate:

- (1) If his employment terminates.
- (2) If he ceases to be a member of the classes of employees eligible for the insurance.
- (3) If this Policy terminates.
- (4) If this Policy is discontinued with respect to the Employees of his Participating Employer.

Termination of employment shall be deemed to occur when the Employee ceases active service on a full-time basis with his Participating Employer, except to the extent this requirement is modified in the Employer Rider pertaining to each Participating Employer.

#### Schedule of Insurance and Premium Rates:

**Schedule.** This Group Policy, together with any amendments thereto, contains all the insurance coverages which may be provided by the Employer Rider. The insurance benefits, and the amount thereof, for which the employee is eligible under this Policy on behalf of himself, and on behalf of his dependents if they are covered under this Policy, shall be in accordance with the provisions of the Employer Rider pertaining to each Participating Employer. The classification of each individual Employee shall be determined by the Policyholder from time to time without discrimination among persons in like circumstance, and such determination shall be final and conclusive.

TGP-1-MET P140.9047

#### All Options

**Premiums:** Premiums under this Policy are due and payable, as specified on the first page of this Policy, by the Policyholder at an office of the Insurance Company or to an authorized representative. By mutual agreement between the Policyholder and the Insurance Company the interval of payment may be changed, with appropriate adjustment to provide for payment annually, semi-annually, quarterly, or monthly.

The premium due under this Policy on each premium due date shall be the sum of the premium charges for the insurance coverages provided for Participating Employers under this Policy and shall be based upon the rates set forth in the Employer Riders, provided that (a) on the first anniversary of any such Rider and on the

first day of any month thereafter, and (b) on any date the extent of coverage for a Participating Employer under any such Rider is changed by amendment to this Policy, or to such Rider, the Insurance Company may, by advance written notice to the Policyholder, change the rates at which further premiums due for the Insurance provided under such Rider shall be computed. Such change shall apply to premiums due on and after the effective date of the change stated in such notice. The Insurance Company, however, shall not have the right to change the rates under (a) above more than once during any twelve consecutive months, with respect to an Employer Rider.

Adjustment of Premiums Payable Other Than Monthly or Quarterly: If under the foregoing provisions, a premium rate is changed, (or if under the provision "Computation of Group Life Insurance Premiums", an average premium rate is changed) after an annual or semi-annual premium became payable with respect to coverage on or after the date of such change, such premium shall be adjusted by a proportionate increase or decrease for such unexpired period for which such premium became payable. If the adjustment results in a decrease in such premium which became payable the amount of the decrease for such unexpired period shall be payable to the Policyholder by the Insurance Company. If the adjustment results in an increase in such premium which became payable the amount of the increase for such unexpired period shall be considered a premium due on the date of such change, and the Policy provisions concerning grace period shall apply thereto.

**Liability of Trustees to Pay Premiums:** The Trustees (the Policyholder hereunder) shall be exempt from personal liability with respect to the premiums required by this Policy to be paid by them, but shall be liable for such premiums only in their fiduciary capacity.

Grace in Payment of Premiums - Termination of Policy: A grace period of thirty-one days, without interest charge, will be allowed the Policyholder for the payment of the premium due under this Policy on any due date except the first. If any premium with respect to the Employees of any Participating Employer is not paid before the expiration of the grace period, this Policy shall automatically terminate with respect to all Employees of such Participating Employer at the expiration of the grace period, except that if the Policyholder shall have given the Insurance Company written notice in advance of an earlier date of termination during the grace period, this Policy shall terminate with respect to all Employees of such Participating Employer as of such earlier date. The Policyholder shall be liable to the Insurance Company for all unpaid premiums with respect to the Employees of a Participating Employer for the period (including a pro-rata premium for the grace period or fraction thereof) during which this Policy was in force with respect to such Employees.

This Policy shall terminate immediately upon termination of an insurance coverage under this Policy if, as the result of the termination of such coverage, no benefits remain in effect under this Policy.

**Term of Policy and Employer Riders - Renewal Privilege:** This Policy is issued for a term of one (1) year from its effective date. All Policy years and Policy months shall be calculated from the effective date. All periods of insurance under the Employer Riders shall begin and end at 12:01 A.M. Standard Time at the Policyholder's place of business.

The Policyholder may renew this Policy for a further term of one (1) year, on the first and each successive anniversary of its effective date; provided, however, that the Insurance Company has the right to: (A) decline to renew this Policy on any anniversary, and (B) to decline to renew a particular insurance coverage on the first anniversary, or on any premium due date thereafter, if with regard to (A) the number of Employees insured under this Policy, or with regard to (B) the number of Employees insured for such Coverage, shall be less than twenty-five. If, in accordance with the preceding paragraph, the Policy is not renewed, all Employer Riders shall thereupon terminate as of the date the Policy terminates. Subject to the foregoing, the renewability of the insurance provided under an Employer Rider shall be in accordance with the provisions of such Rider.

Renewal is conditioned upon payment of the premium then due, computed as provided in the Section entitled "Premiums".

TGP-2-MET-R P140.0002

#### All Options

**The Contract:** The Policy and any riders or amendments hereto, and the Application of the Participating Employer, a copy of which is attached hereto or endorsed hereon and made a part hereof, constitute the entire contract between the parties.

The Policy may be amended at any time, without the consent of the Employees insured hereunder or any other person having a beneficial interest therein, upon written request made by the Participating Employer and agreed to by the Insurance Company, but any such amendment shall be without prejudice to any claims arising prior to the date of the change. No agent is authorized to alter or amend this Policy, to waive any conditions or restrictions contained herein, to extend the time for paying a premium, or to bind the Insurance Company by making any promise or representation or by giving or receiving any information. No change in this Policy shall be valid unless evidenced by an endorsement or rider hereon signed by the President, a Vice President, a Secretary, the Actuary, an Associate Actuary, an Assistant Secretary or an Assistant Actuary of the Insurance Company, or by an amendment hereto signed by the Policyholder and by one of the aforesaid officers of the Insurance Company.

Wherever in this Policy a personal pronoun in the masculine gender is used or appears, it shall be taken to include the feminine also, unless the context clearly indicates the contrary.

**Incontestability:** This Policy shall be incontestable after two years from its date of issue except for non-payment of premiums. With respect to a Participating Employer, the policy shall be incontestable based on statements made in the application after two years from the Employer Rider Effective Date.

With respect to the insurance on an Employee and/or his eligible dependents, their insurance shall be incontestable after two years from his effective date, except for violation by the Employee of the conditions, if any, of this Policy relative to military or naval service.

**Clerical Error - Misstatements:** Neither clerical error by the Policyholder, a Participating Employer, or by the Insurance Company in keeping any records pertaining to insurance under this Policy, nor delays in making entries thereon, shall invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated, but upon discovery of such error or delay an equitable adjustment of premiums shall be made.

If the age of an employee, or any other relevant facts, be found to have been misstated, and the premiums are thereby affected, an equitable adjustment of premiums shall be made, and if such misstatement affects the existence on the amount of insurance, the true facts shall be used in determining whether insurance is in force under the terms of this Policy and in what amount.

**Statements:** No statements shall avoid the insurance under this Policy, or be used in defense of a claim hereunder unless in the case of the Participating Employer, it is contained in the Application for this Policy, signed by him and in the case of an Employee, it is contained in a written request or application signed by him and a copy of which has been furnished to him or to his beneficiary.

All statements shall be deemed representations and not warranties.

**Employee's Certificate:** The Insurance Company will issue to the Participating Employer, for delivery to each Employee insured hereunder, a copy of his application and certificate booklet which shall state the essential features of the insurance to which the Employee is entitled and to whom the benefits are payable, and in case of group life insurance, the provisions of the section "Conversion Privilege." Any such certificate shall not constitute a part of this Policy and shall in no way modify any of the terms and conditions set forth in this Policy.

In the event this Policy is amended by changes which affect the description of the essential features of the insurance contained in an Employee's Certificate, a rider or revised certificate reflecting such changes will be issued to the Policyholder for delivery to the Employee.

TGP-3-MET-87 P140.0004

## All Options

**Dividends:** The portion, if any, of the divisible surplus of the Insurance Company allocable to this Policy at each Policy anniversary shall be determined annually by the Board of Directors of the Insurance Company and shall 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 shall 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.

If the dividends under this Policy should be in excess of the Policyholder's cost of insurance, such excess shall be applied for the sole benefit of the Employees.

Payment of any dividend to the Policyholder shall completely discharge the liability of the Insurance Company with respect to the dividend so paid.

**Assignment:** The right of the Insured Employee to assign any interest under this policy shall be governed as follows:

- (1) With respect to Group Term Life Insurance (Including Employee Basic Term Life Insurance and Employee Supplemental Term Life Insurance if provided under the Policy), the Insured Employee may, subject to the following conditions, assign all rights or interest of every kind which he now has, or hereafter may acquire, in such insurance, including, but not limited to, those stated under the applicable provisions in this Policy entitled "BENEFICIARY", "CONVERSION PRIVILEGE" and "OPTIONAL MODES OF SETTLEMENT", provided (a) such assignment be irrevocable and absolute in form, for no value, with the Insured Employee retaining no further interest in such insurance; and (b) the assignment be made to only ONE of the following: the spouse, child or grandchild, parent or grandparent, brother or sister of the Insured Employee, or the trustee of a trust established for the benefit of one or more of these.
- (2) With respect to Accident and Health Insurance, neither the Insured Employee's certificate nor the right to insurance benefits hereunder is assignable, except that the benefits, if any, payable for hospital, surgical or medical expense may be assigned to the institution or person providing the service on account of which such benefits become payable.

The Insurance Company shall not be charged with notice of any assignment of interest under this Policy until the original assignment has been accepted and if filed with it at its Home Office. However, the Insurance Company assumes no responsibility for the validity or effect of any such assignment and its position with respect thereto is not altered by filing or recording the same, save as to notice thereof.

Records - Information to be Furnished: The Policyholder shall keep a record of Employees insured, containing, for each Employee, the essential particulars of the insurance. The Policyholder shall, as prescribed by the Insurance Company, periodically forward to the Insurance Company, on the Insurance Company's forms, such information concerning the Employees 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 premium rates, and any other information which the Insurance Company may reasonably require with regard to any matters pertaining to this Policy. Any records of the Policyholder, or of the Participating Employers, as may have a bearing on the insurance under this Policy shall be open for inspection by the Insurance Company at any reasonable time.

Claims of Creditors: Except so far as may be contrary to the laws of any state having jurisdiction in the premises, the insurance and other benefits under this Policy shall be exempt from execution, attachment, garnishment, or other legal or equitable process, for the debts or liabilities of the Employees or their beneficiaries.

**Assignment by Trustees or Participating Employers:** Assignment or transfer of the interest of the Policyholder or of any Participating Employer under this Policy shall not bind the Insurance Company without its written consent thereto.

TGP-4-MET-R P140.9050

#### **All Options**

## ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00463298-HC

issued by

The Guardian Life Insurance Company of America

to

# Trustees of the Professional and Technical Services Industry Insurance Trust Fund with respect to COLUMBIA COLLEGE

As of January 1, 2011, this rider amends this Policy as follows:

(1) The following provisions of this Policy are hereby deleted and replaced by the revised corresponding provisions set forth below.

#### **Premiums**

Premiums due under this Policy must be paid by the Participating Employer at an office of The Guardian or to a representative that we have authorized. The premiums must be paid as specified in the Employer Rider, unless by agreement between the Participating Employer 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 premium due date will be the sum of the premium charges for the insurance coverages provided under the Employer Rider. 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:

- on the first day of any policy month;
- on any date the extent or terms of coverage for a participating Employer are changed by amendment of this Policy, or of the Employer Rider;
- on any date our obligation under this Policy with respect to a participating Employer is changed because of statutory or other regulatory requirements; or
- on any date our obligation under an Employer Rider is changed because of a change in the benefits:

  (a) with which the benefits provided by an Employer Rider are coordinated; or (b) which are supplemented by the benefits provided by an employer rider.

We must give the Participating Employer 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 Participating Employer 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.

GP-1-A-GP-90-1 P150.0193

## **All Options**

# Incontestability

This Policy is incontestable after two years from the earlier of its effective date or its date of issue, except for non-payment of premiums.

A Participating Employer's insurance under this Policy shall be incontestable after two years from his Rider Effective Date, except for nonpayment 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 the Participating Employer's group plan replaces the group plan he had with another insurer, we may rescind his plan based on misrepresentations made by the Participating Employer or a covered person in a signed application for up to two years from the Rider Effective Date.

GP-1-A-GP-90-2-MO P150.0026

#### All Options

#### The Contract

The entire contract between the Guardian and the Participating Employer consists of this Policy and any amendments thereto which pertain to his plan of insurance, including the Participating Employer's Employer Rider, and the Participating Employer's application, a copy of which is attached hereto or endorsed hereon.

We can amend this Policy or an Employer Rider 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 or an Employer Rider:

- upon written request made by the Participating Employer and agreed to by The Guardian;
- on any date our obligation under this Policy with respect to a Participating Employer is changed because of statutory or other regulatory requirements; or
- on any date our obligation under an Employer Rider is changed because of a change in the benefits:

  (a) with which the benefits provided by an Employer Rider are coordinated; or (b) which are supplemented by the benefits provided by an Employer Rider.

If we amend the Policy or an Employer Rider, except upon request made by the Participating Employer, we must give the Participating Employer written notice of such amendment.

Any amendments to this Policy or an Employer Rider 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) 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.

#### 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 Participating Employer 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 the Employer Rider, and in what amount.

#### **Statements**

No statement will avoid the insurance under this Policy, or be used in defense of a claim hereunder unless:

- in the case of the Participating Employer, it is contained in the application signed by him; or
- 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-A-GP-90-3-MO P150.0159

#### All Options

# **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 death benefits 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, neither the employee's certificate nor his right to insurance benefits under this Policy are assignable. 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 direction at our option. But, such a direction is not considered an assignment of benefits and 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.

GP-1-A-GP-90-4 P150.0012

#### Option A

## Records - Information To Be Furnished

The Participating Employer must keep a record of the insured employees containing, for each employee, the essential particulars of the insurance which apply to the employee. The Participating Employer must periodically forward to us, on our forms, such information concerning the employees in the classes eligible for insurance under this Policy, as set forth in the Employer Rider, 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 Participating Employer's payroll and other such records which have a bearing on the insurance must be furnished to us for inspection at our request at any reasonable time.

(2) The following provisions are hereby added to this Policy:

#### **Accident and Health Claims Provisions**

An employee's right to make a claim under this Policy for any accident and health benefits provided under an Employer Rider, is governed as follows:

**Notice:** An 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 the employee's name and plan number. If the claim is being made for one of the employee's covered dependents, his name should also be noted.

**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.

If an Employer Rider provides weekly loss of time benefits, the employee must send us written proof of loss within 90 days of the end of each period for which we're liable. If an Employer Rider provides long term disability income replacement benefits, the employee must send us written proof of loss within 90 days of the date we request it. For any other loss, the employee must send us written proof of loss within 90 days of the loss.

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

**Payment of Benefits:** If an Employer Rider provides benefits for loss of income, we'll pay them 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 is entitled under an Employer Rider 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 is not living, we have the right to pay all accident and health benefits, except dismemberment benefits, to one of the following: (a) the employee's estate; (b) the employee's spouse; (c) the employee's parents; (d) the employee's children; (e) the employee's brothers and sisters; and (f) any unpaid provider of health care services. If an Employer Rider provides benefits for dismemberment, see "Accidental Death and Dismemberment Benefits" for how dismemberment benefits are paid.

When an 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 will pay health care benefits, with or without a written authorization from the employee, if the recognized provider of health care is a public hospital or clinic that has submitted a proper claim, and if such health care benefits have not previously been paid to the employee. But we can't tell him that a particular provider provide such care. And the employee may not assign his right to take legal action under this plan to such provider.

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

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

GP-1-A-GP-MO-93 P150.0056

#### Option B

# **Records - Information To Be Furnished**

The Participating Employer must keep a record of the insured employees containing, for each employee, the essential particulars of the insurance which apply to the employee. The Participating Employer must periodically forward to us, on our forms, such information concerning the employees in the classes eligible for insurance under this Policy, as set forth in the Employer Rider, 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 Participating Employer's payroll and other such records which have a bearing on the insurance must be furnished to us for inspection at our request at any reasonable time.

**(2)** The following provision is hereby added to this Policy:

GP-1-A-GP-90-5 P150.0015

# All Options

# **Examination and Autopsy**

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

(3) As used in this rider:

"Accident and health" means any dental, dismemberment, hospital, long term disability, major medical, out-of-network point-of-service, prescription drug, surgical, or weekly loss-of-time insurance provided under an Employer Rider.

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

"Policy" means the master group policy of insurance.

(4) This Policy's provision entitled "Liability of Trustees to Pay Premiums" is hereby deleted.

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

Dated at	This	, , ,
	Trustees of the Professional and Technical Services Industry Insurance Trust Fund Full or Corporate Name of Policyholder	
	BY:	
Witness		Signature and Title
	The Guardian Life Insurance Company of America	
		Michael Prestileo, Senior Vice President
GP-1-A-GP-90-6		P150.0009

#### AN IMPORTANT NOTICE ABOUT CONTINUATION RIGHTS

The following "Federal Continuation Rights" section may not apply to the employer's plan. The employee must contact his employer to find out if:

- (a) the employer is subject to the "Federal Continuation Rights" section, and therefore;
- (b) the section applies to the employee.

GP-1-R-NCC-87 P240.0058

## Option A

# **Federal Continuation Rights**

**Important Notice:** This notice contains important information about the right to continue group dental coverage. In addition to the continuation rights described below, other health coverage alternatives may be available through states' Health Insurance Marketplaces. Please read the information contained in this notice carefully.

This section applies only to any dental, out-of-network point-of-service medical, major medical, prescription drug or vision coverages which are part of this plan. In this section, these coverages are referred to as "group health benefits."

This section does not apply to any coverages which apply to loss of life, or to loss of income due to disability. These coverages can not be continued under this section.

Under this section, "qualified continuee" means any person who, on the day before any event which would qualify him or her for continuation under this section, is covered for group health benefits under this plan as: (a) a covered active employee or qualified retiree; (b) the spouse of a covered active employee or qualified retiree, or (c) the dependent child of a covered active employee or qualified retiree. A child born to, or adopted by, the covered active employee or qualified retiree during a continuation period is also a qualified continuee. Any other person who becomes covered under this plan during a continuation provided by this section is not a qualified continuee.

**Conversion:** Continuing the group health benefits does not stop a qualified continuee from converting some of these benefits when continuation ends. But, conversion will be based on any applicable conversion privilege provisions of this plan in force at the time the continuation ends.

If an Employee's Group Health Benefits End: If an employee's group health benefits end due to his or her termination of employment or reduction of work hours, he or she may elect to continue such benefits for up to 18 months, if he or she was not terminated due to gross misconduct.

The continuation: (a) may cover the employee or any other qualified continuee; and (b) is subject to "When Continuation Ends".

**Extra Continuation for Disabled Qualified Continuees:** If a qualified continuee is determined to be disabled under Title II or Title XVI of the Social Security Act on or during the first 60 days after the date his or her group health benefits would otherwise end due to the employee's termination of employment or reduction of work hours, and such disability lasts at least until the end of the 18 month period of continuation coverage, he or she or any member of that person's family who is a qualified continuee may elect to extend his or her 18 month continuation period explained above for up to an extra 11 months.

To elect the extra 11 months of continuation, a qualified continuee must give you written proof of Social Security's determination of the disabled qualified continuee's disability as described in "The Qualified Continuee's Responsibilities". If, during this extra 11 month continuation period, the qualified continuee is determined to be no longer disabled under the Social Security Act, he or she must notify you within 30 days of such determination, and continuation will end, as explained in "When Continuation Ends."

This extra 11 month continuation is subject to "When Continuation Ends".

An additional 50% of the total premium charge also may be required from all qualified continuees who are members of the disabled qualified continuee's family by you during this extra 11 month continuation period, provided the disabled qualified continuee has extended coverage.

**Special Continuance for Retired Employees and their Dependents:** If an employee's group health benefits end due to a bankruptcy proceeding under Title 11 of the United States Code involving the employer, he or she may elect to continue such benefits, provided that:

- (a) the employee is or becomes a retired employee on or before the date group health benefits end; and
- (b) that employee and his or her dependents were covered for group health benefits under this plan on the day before the bankruptcy proceeding under Title 11 of the United States Code.

The continuation can last for the employee's lifetime. After the employee's death, the continuation period for a dependent can last for up to 36 months.

For purposes of this special continuance, a substantial elimination of coverage for the employee and his or her dependents within one year before or after the start of such proceeding will be considered loss of coverage.

If the employee dies before the bankruptcy proceeding under Title 11 of the United States Code, the surviving spouse and dependent children may elect to continue group health benefits on their own behalf, provided they were covered on the day before such proceeding. The continuation can last for the surviving spouse's lifetime.

This special continuance starts on the later of: (a) the date of the proceeding under Title 11; or (b) the day after the date group health benefits would have ended. It ends as described in "When Continuation Ends", except that a person's entitlement to Medicare will not end such continuance.

GP-1-R-COBRA-96-1 P235.0385

## Option A

If an Employee Dies While Insured: If an employee dies while insured, any qualified continuee whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to 36 months, subject to "When Continuation Ends".

GP-1-R-COBRA-96-2 P235.0096

### Option A

If an Employee's Marriage Ends: If an employee's marriage ends due to legal divorce or legal separation, any qualified continuee whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to 36 months, subject to "When Continuation Ends".

If a Dependent Child Loses Eligibility: If a dependent child's group health benefits end due to his or her loss of dependent eligibility as defined in this plan, other than the employee's coverage ending, he or she may elect to continue such benefits. However, such dependent child must be a qualified continuee. The continuation can last for up to 36 months, subject to "When Continuation Ends".

**Concurrent Continuations:** If a dependent elects to continue his or her group health benefits due to the employee's termination of employment or reduction of work hours, the dependent may elect to extend his or her 18 month or 29 month continuation period to up to 36 months, if during the 18 month or 29 month continuation period, the dependent becomes eligible for 36 months of continuation due to any of the reasons stated above.

The 36 month continuation period starts on the date the 18 month continuation period started, and the two continuation periods will be deemed to have run concurrently.

**Special Medicare Rule:** If the employee becomes entitled to Medicare before a termination of employment or reduction of work hours, a special rule applies for a dependent. The continuation period for a dependent, after the employee's later termination of employment or reduction of work hours, will be the longer of: (a) 18

months (29 months if there is a disability extension) from the employee's termination of employment or reduction of work hours; or (b) 36 months from the date of the employee's earlier entitlement to Medicare. If Medicare entitlement occurs more than 18 months before termination of employment or reduction of work hours, this special Medicare rule does not apply.

The Qualified Continuee's Responsibilities: A person eligible for continuation under this section must notify you, in writing, of: (a) the legal divorce or legal separation of the employee from his or her spouse; (b) the loss of dependent eligibility, as defined in this plan, of an insured dependent child; (c) a second event that would qualify a person for continuation coverage after a qualified continuee has become entitled to continuation with a maximum of 18 or 29 months; (d) a determination by the Social Security Administration that a qualified continuee entitled to receive continuation with a maximum of 18 months has become disabled during the first 60 days of such continuation; and (e) a determination by the Social Security Administration that a qualified continuee is no longer disabled.

Notice of an event that would qualify a person for continuation under this section must be given to you by a qualified continuee within 60 days of the latest of: (a) the date on which the event occurs; (b) the date on which the qualified continuee loses (or would lose) coverage under this plan as a result of the event; or (c) the date the qualified continuee is informed of the responsibility to provide notice to you and this plan's procedures for providing such notice.

Notice of a disability determination must be given to you by a qualified continuee within 60 days of the latest of (a) the date of the Social Security Administration determination; (b) the date of the event that would qualify a person for continuation; (c) the date the qualified continuee loses or would lose coverage; or (d) the date the qualified continuee is informed of the responsibility to provide notice to you and this plan's procedures for providing such notice. But such notice must be given before the end of the first 18 months of continuation coverage.

Such notice must be given to you within 60 days of either of these events.

GP-1-R-COBRA-96-3 P235.0126

#### Option A

Your Responsibilities: A qualified continuee must be notified, in writing, of: (a) his or her right to continue this plan's group health benefits; (b) the premium he or she must pay to continue such benefits; and (c) the times and manner in which such payments must be made.

You must give notice of the following qualifying events to the plan administrator within 30 days of the event: (a) the employee's death; (b) the employee's termination of employment (other than for gross misconduct) or reduction in hours of employment; (c) the employee's Medicare entitlement; or (d) in the case of a retired employee, your bankruptcy proceeding under Title 11 of the United States Code.

Upon receipt of notice of a qualifying event from an employer or from a qualified continuee, the plan administrator must notify a qualified continuee of the right to continue this plan's group health benefits no later than 14 days after receipt of notice.

If you are also the plan administrator, in the case of a qualifying event for which an employer must give notice to a plan administrator, you must provide notice to a qualified continuee of the right to continue this plan's group health benefits within 44 days of the qualifying event.

If you determine that an individual is not eligible for continued group health benefits under this plan, you must notify the individual with an explanation of why such coverage is not available. This notice must be provided within the time frame described above.

If a qualified continuee's continued group health benefits under this plan are cancelled prior to the maximum continuation period, you must notify the qualified continuee as soon as practical following determination that the continued group health benefits shall terminate.

**Your Liability:** You will be liable for the qualified continuee's continued group health benefits to the same extent as, and in place of, us, if: (a) you fail to remit a qualified continuee's timely premium payment to us on time, thereby causing the qualified continuee's continued group health benefits to end; or (b) you fail to notify the qualified continuee of his or her continuation rights, as described above.

**Election of Continuation:** To continue his or her group health benefits, the qualified continuee must give you written notice that he or she elects to continue. This must be done by the later of: (a) 60 days from the date a qualified continuee receives notice of his or her continuation rights from you as described above; or (b) the date coverage would otherwise end. And the qualified continuee must pay his or her first premium in a timely manner.

The subsequent premiums must be paid to you, by the qualified continuee, in advance, at the times and in the manner specified by you. No further notice of when premiums are due will be given.

The premium will be the total rate which would have been charged for the group health benefits had the qualified continuee stayed insured under the group plan on a regular basis. It includes any amount that would have been paid by you. Except as explained in "Extra Continuation for Disabled Qualified Continuees", an additional charge of two percent of the total premium charge may also be required by you.

If the qualified continuee fails to give you notice of his or her intent to continue, or fails to pay any required premiums in a timely manner, he or she waives his or her continuation rights.

**Grace in Payment of Premiums:** A qualified continuee's premium payment is timely if, with respect to the first payment after the qualified continuee elects to continue, such payment is made no later than 45 days after such election. In all other cases, such premium payment is timely if it is made within 31 days of the specified due date. If timely payment is made to the plan in an amount that is not significantly less than the amount the plan requires to be paid for the period of coverage, then the amount paid is deemed to satisfy the requirement for the premium that must be paid; unless you notify the qualified continuee of the amount of the deficiency and grant an additional 30 days for payment of the deficiency to be made. Payment is calculated to be made on the date on which it is sent to you.

When Continuation Ends: A qualified continuee's continued group health benefits end on the first of the following:

- (1) with respect to continuation upon the employee's termination of employment or reduction of work hours, the end of the 18 month period which starts on the date the group health benefits would otherwise end;
- (2) with respect to a qualified continuee who has an additional 11 months of continuation due to disability, the earlier of: (a) the end of the 29 month period which starts on the date the group health benefits would otherwise end; or (b) the first day of the month which coincides with or next follows the date which is 30 days after the date on which a final determination is made that the disabled qualified continuee is no longer disabled under Title II or Title XVI of the Social Security Act;
- (3) with respect to continuation upon the employee's death, the employee's legal divorce, or legal separation, or the end of an insured dependent's eligibility, the end of the 36 month period which starts on the date the group health benefits would otherwise end;
- (4) the date you cease to provide any group health plan to any employee;
- (5) the end of the period for which the last premium payment is made;
- (6) the date, after the date of election, he or she becomes covered under any other group health plan which does not contain any pre-existing condition exclusion or limitation affecting him or her; or
- (7) the date, after the date of election, he or she becomes entitled to Medicare.

GP-1-R-COBRA-96-4 P235.0142

# **Uniformed Services Continuation Rights**

An employee who enters or returns from military service, may have special rights under this plan as a result of the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA").

If an employee's group health benefits under this plan would otherwise end because he or she enters into active military service, this plan will allow the employee, or his or her dependents, to continue such coverage in accord with the provisions of USERRA. As used here, "group health benefits" means any dental, out-of-network point-of service medical, major medical, prescription drug or vision coverages which are part of this plan.

Coverage under this plan may be continued while the employee is in the military for up to a maximum period of 24 months beginning on the date of absence from work. Continued coverage will end if the employee fails to return to work in a timely manner after military service ends as provided under USERRA. You must provide the employee with details about this continuation provision including required premium payments.

GP-1-R-COBRA-96-4 P235.0139

## All Options

#### A TOTALLY DISABLED EMPLOYEE'S RIGHT TO CONTINUE GROUP LIFE BENEFITS

**Important Notice:** This section applies to an employee's group term life benefits. These benefits are referred to as "group life benefits."

This section does not apply to accidental death and dismemberment benefits.

If an Employee is Totally Disabled: If an employee's group life benefits end while the employee is totally disabled, he may continue such benefits for a limited period of time subject to the payment of premiums.

In this section, (2) an employee is totally disabled if: (a) he is not able to engage in his regular occupation, or any other occupation for which he is qualified by reason of his education, training or experience; and (b) he becomes so disabled while insured by this group plan.

This continuation will end on the later of: (a) six months, starting on the date the total disability began; (b) for employees who meet our standard for total disability under the extended life benefits section of this plan, the end of the waiting period which applies to the permanent disability provision under that section.

The monthly premium the employee must pay to continue his group life benefits will be the amount which he would have been required to pay had he stayed insured by this group plan on a regular basis. He must make this payment to his employer at the times and in the manner specified by his employer. If the employee fails to pay this amount on time, he waives his right to continue his group life benefits.

If the employer fails, after timely receipt of any required employee payment, to pay us on behalf of such employee, thereby causing the employee's group life benefits to end, then the employer will become liable for the employee's group life benefits to the same extent as, and in place of, us.

When the Continued Group Life Benefits End: An employee's continued life benefits end on the first of the following:

- (a) the end of the applicable continuation period;
- (b) the end of the period for which the last total monthly premium payment was made to us;
- (c) the date the group plan ends or is amended to end benefits for the class of employees to which the (2) employee belonged;
- (d) the date the employee is no longer totally disabled; or
- (e) the date the employee is approved by us in writing for coverage under any permanent disability provision of the extended life benefits section of this plan.

**Conversion Rights and Extended Life Benefits:** Any applicable conversion rights will still be in effect when the continuation period ends. Continuing his group life benefits under this section does not stop an employee from claiming his rights under the extended life benefits section of this plan.

GP-1-R-CC-M0-83 P240.9005

# **Dependent Continuation Rights**

**Important Notice:** This section applies to the hospital, surgical, major medical, dental, vision care and prescription drug expense coverages only. In this section, these coverages are referred to as "group health benefits."

This section does not apply to coverages which provide benefits for loss of life or loss of income due to disability. These coverages, if provided, cannot be continued under this section.

Any continuation of group health benefits under this section shall be subject to all of the terms and conditions of this plan.

If an Employee's Marriage Ends or If an Employee Dies While Insured: If an employee's marriage ends by legal separation or divorce, or if an employee dies while insured, his or her then insured spouse may continue this plan's group health benefits after federal continuation ends, subject to all the terms below and to the timely payment of premiums. Such group health benefits will cover such spouse and those of the employee's dependent children whose group health benefits would otherwise end.

How and When to Continue the Group Health Benefits: To continue the group health benefits, the employee's spouse must:

- (a) be insured for group health benefits under this plan at the time the marriage ends or the employee dies;
- (b) be age 55 or older when federal continuation ends;
- (c) in the case of a divorced or separated spouse, give notice to the employer within 60 days of legal separation or divorce, or prior to the expiration of a 36 month federal continuation;
- (d) in the case of a surviving spouse, give notice to the employer within 30 days days of the employee's death, or prior to the expiration of a 36 month federal continuation; and
- (e) elect to continue the group health benefits, provide current mailing address and pay the first monthly premium. This must be done within 60 days after receiving a written notice of continuation rights from the employer. The notice will be sent to the spouse's last known address within 14 days of receipt of notice of the employee's divorce, legal separation or death.

The notice of continuation rights will: (i) contain a form for electing to continue the group health benefits; and (ii) explain all the details for continuing the group health benefits, including:

- (a) the duration of the continuation coverage;
- (b) the monthly premium that must be paid to continue the group health benefits; and
- (c) the times and manner in which premium payments must be made.

If the employee's spouse fails to give the employer notice or fails to pay any premium on time, he or she waives his or her right to continue the group health benefits under this plan.

If the employer fails to provide the spouse with written notice of his or her continuation rights, after being notified by the spouse as explained above, the spouse's coverage will continue in effect. His or her obligation to make premium payments will be postponed, but not reduced or eliminated, for the period of time beginning on the date his or her coverage would otherwise end until 31 days after the date the employer provides the required notice.

When Continuation Ends: This continuation ends for each covered person on the earliest of the following:

- (a) the end of the period for which the last premium payment was made;
- (b) the date the group plan ends and is not replaced;
- (c) the date the covered person becomes insured under another group plan;
- (d) the date the spouse remarries;

- (e) the date the spouse reaches age 65; or
- (f) with respect to each insured dependent, the date such dependent ceases to be an eligible dependent as defined in the group plan.

**The Right to Convert:** At the end of the continuation period under this section, conversion rights which the covered person may be entitled to shall be available to him or her according to the terms of the plan.

GP-1-R-CC-MO-96 P240.0199

# The GUARDIAN LIFE Insurance Company of AMERICA A Mutual Life Insurance Company 10 Hudson Yards, New York, New York 10001

Incorporated 1860 By The Laws of The State of New York

Amendment to Group Policy No. G-00463298-HC

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

The Policyholder and the Insurance Company hereby agree that Group Policy No. G- 00463298-HC is hereby amended as follows:

**Amendment Effective:** Effective September 4, 2009, or the earlier of the effective date of any major medical, prescription drug, dental or vision coverage under this plan; or the plan's first renewal on or following September 4, 2009

This rider amends this policy's group health benefits provisions so that the following is added to this plan:

#### CONTINUATION RIGHTS

## State MoCOBRA - For Employer Groups of 2-19

**IMPORTANT NOTICE:** This section applies to any major medical, dental, vision and/or prescription drug coverages which are part of this plan. In this section, these coverages are referred to as "group health benefit".

This section does not apply to coverages which apply to loss of life, or to loss of income due to disability. These coverages cannot be continued under this section.

"Qualified continuee", for purposes of this provision, means any person who, on the day before any event which would qualify him or her for continuation under this section, is covered for group health benefits under this plan as: (a) a covered active employee or qualified retiree; (b) the spouse of a covered active employee or qualified retiree; or (c) the dependent child of a covered active employee or qualified retiree. A child born to, or adopted by, the covered active employee or qualified retiree during a continuation period is also a "qualified continuee". Any other person who becomes covered under this plan during a continuation provided by this section is not a "qualified continuee".

**Conversion:** Continuing group health benefits does not stop a qualified continuee from converting some of these benefits when continuation ends. But, conversion will be based on any applicable conversion privilege provisions of this plan in force at the time the continuation ends.

If An Employee's Group Health Benefits End: If an employee's group health benefits end due to his or her termination of employment or reduction of work hours, he or she may elect to continue such benefits for up to 18 months; if he or she was not terminated due to gross misconduct.

The continuation: (a) may cover an employee or any other qualified continuee; and (b) is subject to "When Continuation Ends".

**Extra Continuation for Disabled Qualified Continuee:** If a qualified continuee is determined to be disabled under Title II or Title XVI of the Social Security Act on or during the first 60 days after the date his or her group health benefits would otherwise end due to the employee's termination of employment or reduction of work hours, and such disability lasts at least until the end of the 18 month period of continuation coverage, he or she or any member of that person's family who is a qualified continuee may elect to extend his or her 18 month continuation period explained above for up to an extra 11 months.

To elect the extra 11 months of continuation, a qualified continuee must give you written proof of Social Security's determination of the disabled qualified continuee's disability as described in "The Qualified Continuee's Responsibilities". If, during this extra 11 month continuation period, the qualified continuee is determined to be no longer disabled under the Social Security Act, he or she must notify you within 30 days of such determination, and continuation will end, as explained in "When Continuation Ends".

This extra 11-month continuation is subject to "When Continuation Ends".

An additional 50% of the total premium charge also may be required from all qualified continuee's who are members of the disabled qualified continuee's family by you during this extra 11 month continuation period, provided the disabled qualified continuee has extended coverage.

**Special Continuance for Retired Employees and their Dependents:** If an employee's group health benefits end due to a bankruptcy proceeding under Title 11 of the United States Code involving the employer, he or she may elect to continue such benefits, provided that:

- (a) the employee is or becomes a retired employee on or before the date group health benefits end; and
- (b) that employee and his or her dependents were covered for group health benefits under this plan on the day before the bankruptcy proceeding under title 11 of the United States Code.

The continuation can last for the employee's lifetime. After the employee's death, the continuation period for a dependent can last for up to 36 months.

For purposes of this special continuance, a substantial elimination of coverage for the employee and his or her dependents within one year before or after the start of such proceeding will be considered loss of coverage.

If the employee dies before the bankruptcy proceeding under Title 11 of the United States Code, the surviving spouse and dependent children may elect to continue group health benefits on their own behalf, provided they were covered on the day before such proceeding. The continuation can last for the surviving spouse's lifetime.

The special continuance starts on the later of: (a) the date of the proceeding under Title 11; or (b) the day after the date group health benefits would have ended. It ends as described in "When Continuation Ends", except that a person's entitlement to Medicare will not end such continuance.

**If An Employee's Marriage Ends:** If an employee's marriage ends due to legal divorce or legal separation, any qualified continuee whose group health benefits would otherwise end may elect to continue such benefits. The continuation can last for up to 36 months, subject to "When Continuation Ends".

If A Dependent Child Loses Eligibility: If a dependent child's group health benefits end due to his or her loss of dependent eligibility as defined in this plan, other than the employee's coverage ending, he or she may elect to continued such benefits. However, such dependent child must be a qualified continuee. The continuation can last for up to 36 months, subject to "When Coverage Ends".

**Concurrent Continuations:** If a dependent elects to continue his or her group health benefits due to the employee's termination of employment or reduction or work hours, the dependent may elect to extend his or her 18 month or 29 month continuation period up to 36 months, if during the 18 month or 29 month continuation period, the dependent becomes eligible for 36 months of continuation due to any of the reasons stated above.

The 36 month continuation period starts on the date the 18 month continuation period started, and the two continuation periods will be deemed to have run concurrently.

**Special Medicare Rule:** If the employee becomes entitled to Medicare before a termination of employment or reduction of work hours, a special rule applies for a dependent. The continuation period for a dependent, after the employee's later termination of employment or reduction or work hours, will be the longer of: (a) 18 months(29 months if there is a disability extension) from the employee's termination of employment or reduction of work hours; or (b) 36 months from the date of the employee's earlier entitlement to Medicare. If Medicare entitlement occurs more than 18 months before termination of employment or reduction of work hours, this special Medicare rule does not apply.

The Qualified Continuee's Responsibilities: A person eligible for continuation under this section must notify you, in writing, of: (a) the legal divorce or legal separation of the employee from his or her spouse; (b) the loss of dependent eligibility, as defined in this plan, of an insured dependent child; (c) a second event that would qualify a person for continuation coverage after a qualified continuee has become entitled to continuation with a maximum of 18 or 29 months; (d) a determination by the Social Security Administration that a qualified continuee entitled to receive continuation with a maximum of 18 months has become disabled during the first 60 days of such continuation; and (e) a determination by the Social Security Administration that a qualified continuee is no longer disabled.

Notice of an event that would qualify a person for continuation under this section must be given to you by a qualified continuee within 60 days of the latest of: (a) the date on which the event occurs; (b) the date on which the qualified continuee loses(or would lose) coverage under this plan as a result of the event; or (c) the date the qualified continuee is informed of the responsibility to provide notice to you and this plan's procedures for providing such notice.

Notice of a disability determination must be given to you by a qualified continuee within 60 days of the latest of: (a) the date of the Social Security Administration determination; (b) the date of the event that would qualify a person for continuation; (c) the date the qualified continuee loses or would lose coverage; or (d) the date the qualified continuee is informed of the responsibility to provide notice to you and this plan's procedures for providing such notice. But such notice must be given before the end of the first 18 months of continuation coverage.

GUR-1 P250.0025

Your Responsibilities: You must notify the qualified continuee, in writing, of: (a) his or her right to continue this plan's group health benefits; (b) the premium he or she must pay to continue such benefits; and (c) the times and manner in which such payments must be made.

Such written notice must be given to the qualified continuee within 14 days of: (a) the date a qualified continuee's group health benefits would otherwise end due to the employee's death or the employee's termination of employment or reduction of work hours; (b) the date a qualified continuee notifies you, in writing, of the employee's legal divorce or legal separation from his or her spouse, or the loss of dependent eligibility of an insured dependent child; or (c) the date you declare bankruptcy under Title 11 of the United States Code.

If you determine that an individual is not eligible for continued group health benefits under this plan, you must notify the individual with an explanation of why such coverage is not available. This notice must be provided within the time frame described above.

If a qualified continuee's continued group health benefits under this plan are cancelled prior to the maximum continuation period, you must notify the qualified continuee as soon as practical following determination that the continued group health benefits shall terminate.

**Your Liability:** You will be liable for the qualified continuee's continued group health benefits to the same extent as, and in place of, us, if: (a) you fail to remit a qualified continuee's timely premium payment to us on time, thereby causing the qualified continuee's continued group health benefits to end; or (b) you fail to notify the qualified continuee of his or her continuation rights, as described above.

**Election of Continuation:** To continue his or her group health benefits, the qualified continuee must give you written notice that he or she elects to continue. This must be done by the later of: (a) 60 days from the date a qualified continuee receives notice of his or her continuation rights from you as described above; or (b) the date coverage would otherwise end. And the qualified continuee must pay his or her first premium in a timely manner.

The subsequent premiums must be paid to you, by the qualified continuee, in advance, at the times and in the manner specified by you. No further notice of when premiums are due will be given.

The premium will be the total rate which would have been charged for the group health benefits had the qualified continuee stayed insured under the group plan on a regular basis. It includes any amount that would have been paid by you. Except as explained in "Extra Continuation for Disabled Qualified Continuees", an additional charge of two percent of the total premium charge may also be required by you.

If the qualified continuee fails to give you notice of his or her intent to continue, or fails to pay any required premiums in a timely manner, he or she waives his or her continuation rights.

**Grace in Payment of Premiums:** A qualified continuee's premium payment is timely if, with respect to the first payment after the qualified continuee elects to continue, such payment is made no later than 45 days after such election. In all other cases, such premium payment is timely if it is made within 31 days of the specified due date. If timely payment is made to the plan in an amount that is not significantly less than the amount the plan requires to be paid for the period of coverage, then the amount paid is deemed to satisfy the requirement for the premium that must be paid; unless you notify the qualified continuee of the amount of the deficiency and grant an additional 30 days for payment of the deficiency to be made. Payment is calculated to be made on the date on which it is sent to you.

When Continuation Ends: A qualified continuee's continued group health benefits end on the first of the following:

- (1) with respect to continuation upon the employee's termination of employment or reduction of work hours, the end of the 18 month period which starts on the date the group health benefits would otherwise end;
- (2) with respect to a qualified continuee who has an additional 11 months of continuation due to disability, the earlier of: (a) the end of the 29 month period which starts on the date the group health benefits would otherwise end; or (b) the first day of the month which coincides with or next follows the date which is 30 days after the date on which a final determination is made that the disabled qualified continuee is no longer disabled under Title II or Title XVI of the Social Security Act;
- (3) with respect to continuation upon the employee's death, the employee's legal divorce, or legal separation, or the end of an insured dependent's eligibility, the end of the 36 month period which starts on the date the group health benefits would otherwise end;
- (4) the date you cease to provide any group health plan to any employee;
- (5) the end of the period for which the last premium payment is made:
- (6) the date, after the date of election, he or she becomes covered under any other group health plan which does not contain any pre-existing condition exclusion or limitation affecting him or her; or
- (7) the date, after the date of election, he or she becomes entitled to Medicare.

\* \* \* \* \*

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 , , , ,	
	Trustees of the Professional and Technical Services Industry Insurance Trust Fund Full or Corporate Name of Policyholder	
	BY:	
Witness	Signature and Title	

The Guardian Life Insurance Company of America

Michael Prestileo, Senior Vice President

# PLEASE RETAIN THIS COPY FOR YOUR RECORDS

GUR-1 P250.0026

# **ELIGIBILITY FOR LIFE AND DISMEMBERMENT COVERAGES**

P264.0017

#### **ELIGIBILITY FOR LIFE COVERAGES**

P264.0016

## 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.
- (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 P264.1190

#### Option B

## **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: (a) active full-time employees; or (b) qualified retirees.

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 for Eligible Employees other than Qualified Retirees

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

- (a) legally working in the United States.
- (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 P264.1192

## 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

## All Options

**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 B

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

GP-1-EC-90-4.0 P264.0019

### All Options

**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

# 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. We will postpone coverage until he or she is so capable and is working his or her regular numbers of hours for one full day, with the expectation that he or she could do so for one full week.

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.

GP-1-EC-90-6.0 P264.0896

## Option B

# 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, unless he or she is a qualified retiree. 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.

A qualified retiree can not be confined in a health care facility or home confined on the date his or her coverage is scheduled to start. We will postpone coverage until the day after he or she is discharged from such facility or is no longer home confined. And he or she must have also met all of the conditions of eligibility which apply to him or her.

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.

GP-1-EC-90-6.0 P264.0809

#### 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 Class 0001

# 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. Such reasons include disability, death, retirement, lay-off, leave of absence, and the end of employment.
- the date an employee stops being an eligible employee under this plan.
- the date an employee has been outside the United States for six months, in any twelve month period.
- 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.

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 P264.1236

# Option B for Class 0002

# 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. Such reasons include disability, death, retirement (except for qualified retirees), lay-off, leave of absence, and the end of employment.
- the date an employee stops being an eligible employee under this plan.
- the date an employee has been outside the United States for six months, in any twelve month period.
- 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.

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 P264.1216

## 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 01 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

## Option B for Class 0002

When Active Service Ends: You may continue an employee's life 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 01 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 P264.0024

# An Employee's Right To Continue Group Life and Accidental Death and Dismemberment 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: Life and accidental death and dismemberment coverages may be continued, under a uniform, non-discriminatory policy applicable to all employees. The employee must contact you to find out if he or she may continue these coverages.

If An Employee's Group Insurance Would End: Group life and accidental death and dismemberment 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 and accidental death and dismemberment insurance coverages 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 P264.1704

## Option B

# An Employee's Right To Continue Group 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 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 P264.1700

## All Options

### **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

#### All Options

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

GP-1-EC-90-DEF-3 P180.0311

#### All Classes

**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

## All Options

Plan means the Guardian group plan purchased by the employer.

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

#### All Options

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 B

**Qualified Retirees** are covered as outlined in your company's benefit provisions. Please see your Plan Administrator for details.

GP-1-EC-90-DEF-8 P180.0331

# **All Options**

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

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

## **All Options**

You and Your means the employer who purchased this plan.

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

# Dependent Life and Accidental Death and Dismemberment Coverage

GP-1-DEP-90-1.0 P264.0509

## 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 the time the child is placed in the employee's home for the purpose of adoption. We treat such a child this way whether or not a final adoption order is ever issued.

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

GP-1-DEP-90-3.0 P264.0443

## 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 Class 0001

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 Class 0001

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 last day of the calendar year in which 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-R

## Option A

#### **Definitions**

GP-1-DEP-90-DEF-1 P200.0210

## Option A

**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 P200.0211

## 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

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

## All Options

# **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 \$2,000.00 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-MO-91 P270.0197

#### 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: The employee must provide proof of insurability satisfactory to us.

**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 require proof of insurability satisfactory to us.

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

GP-1-R-LP-00 P270.0372

## 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 and we can show that the employee intended suicide when he or she applied for 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 and we can show that the employee intended suicide when he or she applied for this plan.

**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 \$2000.00 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.

GP-1-R-EOPT-96-MO P273.0639

# 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 B

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

## Option B

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

**If Employment or Eligibility Ends:** The employee's group life insurance ends if his employment ends, or if he stops being a member of an eligible class of employees. If either happens, he can convert all or part of his group life insurance to an individual life insurance policy.

If The Group Plan Ends or Group Life Insurance is Dropped: The employee's group life insurance also ends if this group plan ends, or if life insurance is dropped from the group plan for all employees or for his class. If either happens and he's been insured by a Guardian group life plan for at least five years, he can also convert. But, the amount he can convert is limited to the lesser of: (a) \$10,000.00; or (b) the amount of his insurance under this plan, less any group life benefits he becomes eligible for in the 31 days after this insurance ends.

**The Converted Policy:** The employee can convert to one of the policies we normally issue. It 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 employee's standard or sub-standard risk and rate class under this plan; and (b) his age on the converted policy's effective date. The converted policy will start at the end of the period allowed for conversion.

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

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

GP-1-R-LCON-90 P270.0088

## Option A

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

# **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) \$10,000.00; or (b) the amount of his or her insurance under this plan, less any group life benefits he or she becomes eligible for in the 31 days after this insurance ends.

If 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 P275.0061

## 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) \$10,000.00; or (b) the amount of his or her insurance under this plan, less any group life benefits he or she becomes eligible for in the 31 days after this insurance ends.

If 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 P275.0061

## All Options

# **Employee Accelerated Life Benefit**

IMPORTANT NOTICE: USE OF THE BENEFIT PROVIDED BY THIS SECTION MAY HAVE TAX IMPLICATIONS AND MAY AFFECT GOVERNMENT BENEFITS OR CREDITORS. 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 day 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 the Accelerated Life Benefit is filed with each state insurance department. This statement is available from The Guardian upon request.

**Processing Fee:** A fee of up to \$150.00 may also be required for the administrative cost of evaluating and processing 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 edical 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 an 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, to receive or to 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-95 P275.0017

## Option A

# **Employee Accelerated Life Benefit**

IMPORTANT NOTICE: USE OF THE BENEFIT PROVIDED BY THIS SECTION MAY HAVE TAX IMPLICATIONS AND MAY AFFECT GOVERNMENT BENEFITS OR CREDITORS. 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 day 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 the Accelerated Life Benefit is filed with each state insurance department. This statement is available from The Guardian upon request.

**Processing Fee:** A fee of up to \$150.00 may also be required for the administrative cost of evaluating and processing 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 an 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, to receive or to 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-95 P275.0029

## 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, on a full-time basis, the material and substantial duties of any occupation, for which
  he or she is qualified for by training, education, or experience; 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 180 consecutive days.

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) 180 consecutive days from the date active full-time service ends due to total disability; or
- (b) the date we approve the employee for this benefit.

Once an employee is approved for this extension, we'll refund all basic term life insurance premiums paid by the employee from the date of disability.

GP-1-R-LW-TD-99-1-MO P275.0154

# 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. The benefit amount is also subject to reduction which applies at retirement. We will use the employee's Social Security Normal Retirement Age, as defined in the 1983 amendment to the Social Security Act, to determine when to apply the retirement reduction to a disabled employee's extended life benefit.

**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 P275.0060

#### **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, on a full-time basis, the material and substantial duties of any occupation, for which he or she is qualified for by training, education, or experience; 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 180 consecutive days.

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) 180 consecutive days from the date active full-time service ends due to total disability; or
- (b) the date we approve the employee for this benefit.

Once an employee is approved for this extension, we'll refund all optional term life insurance premiums paid by the employee from the date of disability.

GP-1-R-LW-TD-99-1-MO P275.0155

## 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. The benefit amount is also subject to reduction which applies at retirement. We will use the employee's Social Security Normal Retirement Age, as defined in the 1983 amendment to the Social Security Act, to determine when to apply the retirement reduction to a disabled employee's extended life benefit.

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 P275.0060

## All Options

## 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

Age Nearest <u>Birthday</u>	Monthly <u>Rate</u>	Age Nearest <u>Birthday</u>	Monthly <u>Rate</u>	Age Nearest <u>Birthday</u>	Monthly Rate	Age Nearest <u>Birthday</u>	Monthly <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

Age Nearest <u>Birthday</u>	Monthly <u>Rate</u>	Age Nearest <u>Birthday</u>	Monthly <u>Rate</u>	Age Nearest <u>Birthday</u>	Monthly <u>Rate</u>	Age Nearest <u>Birthday</u>	Monthly <u>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 Choices:** The employee may choose one of the plans of dependent spouse optional term life insurance, and one of the plans of dependent child optional term life insurance offered by you. These plans are shown in the schedule. However, the employee can only be insured under one spouse plan and one child plan at a time. He or she must notify you of his or her elections, and pay the required premium.

The employee may switch to other plans of benefits at any time, subject to any of this plan's proof of insurability requirements. The employee must notify you of any desired switch.

**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 and we can show that the dependent intended suicide when he or she applied for 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 and we can show that the dependent intended suicide when he or she applied for this plan.

**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-DOPT-96-MO P293.0327

# **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) \$10,000.00; 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.

GP-1-R-DEPL-03-N P295.0064

# **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

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

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

## Loss of:

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

Payment of Benefits: For 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 while sane;
- by sickness, disease, mental infirmity, medical or surgical treatment;
- by infection, except pyogenic infections which result from an accidental bodily injury or bacterial infections which result from the accidental ingestion of contaminated substances;
- by unintentional or nonvoluntary inhalation of gas or taking of poisons;
- 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-MO P310.1030

# Option A

# **Employee Voluntary Accidental Death And Dismemberment Benefits**

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

The employee may switch to another plan of benefits at any time, subject to any of this plan's proof of insurability requirements. The employee must notify you of any desired switch.

**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 paid according to the plan the employee has elected, only for losses identified in the following table. The Insurance Amount is shown in the Schedule of Benefits.

## ACCIDENTAL DEATH AND DISMEMBERMENT

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

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

#### Loss of:

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

Payment of Benefits: For covered loss of life, we pay the beneficiary described below.

For all other covered losses, we pay the employee, if he or she is living. If not, we pay the beneficiary described below.

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

**The Beneficiary:** 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 us notice, unless he or she has assigned insurance. But the change won't take effect until we give you confirmation of the change.

If the employee named more than one person, but didn't tell us what their shares should be, his or her insurance 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.

GP-1-R-ADCL1-00 P310.2089

## Option A

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

- by willful self-injury, suicide, or attempted suicide while sane;
- by sickness, disease, mental infirmity, medical or surgical treatment;
- by infection, except pyogenic infections which result from an accidental bodily injury or bacterial infections which result from the accidental ingestion of contaminated substances;
- by unintentional or nonvoluntary inhalation of gas or taking of poisons;
- 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-MO P310.2024

# Dependent Voluntary Accidental Death And Dismemberment Benefits

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

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

#### ACCIDENTAL DEATH AND DISMEMBERMENT

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

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

## Loss of:

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

**Payment of Benefits:** For all covered losses, we pay 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.

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-DADCL1-00 P310.2096

# Option A

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

- by willful self-injury, suicide, or attempted suicide while sane;
- by sickness, disease, mental infirmity, medical or surgical treatment;
- by infection, except pyogenic infections which result from an accidental bodily injury or bacterial infections which result from the accidental ingestion of contaminated substances;
- by unintentional or nonvoluntary inhalation of gas or taking of poisons;
- by a dependent taking part in a riot or other civil disorder; or in the commission of or attempt to commit a felony;
- by travel on any type of aircraft if the dependent is an instructor or crew member; or has any duties at all on that aircraft:

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

GP-1-R-DADCL2-00-MO P310.2030

## **ELIGIBILITY FOR DISABILITY INCOME REPLACEMENT COVERAGE**

P329.0002

## 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.

Employees earning less than \$8667 annually are not eligible.

GP-1-EC-90-1.0 P329.0648

## 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 P264.0070

## Option A

**Family Status Change:** The employee may request an increase in his or her voluntary disability insurance amount, a decrease to his or her voluntary disability insurance amount, or the addition of voluntary disability 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 voluntary disability 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 voluntary disability insurance due to family status change as long as the change to the employee's voluntary disability 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 P329.0859

## 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 disability income replacement insurance under this plan after they complete the service waiting period established by the employer, if any.

GP-1-EC-90-4.0 P329.0003

## 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

# 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. We will postpone coverage until he or she is so capable and is working his or her regular numbers of hours for one full day, with the expectation that he or she could do so for one full week.

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.

GP-1-EC-90-6.0 P329.0212

#### Option A

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

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

GP-1-DEF-97 P329.0048

## Option A for Class 0001

#### When Employee Coverage Ends

When Employee Coverage Ends: An employee's short term disability insurance under this plan 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 "Continuation of Coverage During Disability".
- 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 based employer in a country or region approved by us.
- the date the group plan ends, or is discontinued for a class of employees to which the employee belongs.
- the last day of the period for which required payments are made for the employee.

# **Continuation of Coverage During Disability**

If an employee is disabled, as defined by this plan, when his or her active full-time service ends, coverage remains in force during: (a) the elimination period, subject to premium payment, if: (i) the disability is not excluded under the plan; and (ii) benefits are not excluded due to application of this plan's pre-existing condition provision; and (b) the period for which benefits are payable under the plan. However, if no benefits are payable under this plan due to application of the plan's exclusion for a job related injury or sickness, coverage will remain in force until the earlier of the date: (a) the employee is terminated from employment with the employer; or (b) the employee has been disabled for six months.

GP-1-EC-90-8.0 P329.0749

## Option A for Class 0001

## When Employee Coverage Ends

When Employee Coverage Ends: An employee's long term disability insurance under this plan will end on the first of the following dates:

- the date an employee's active full-time service ends for any reason.
- the date an employee stops being an eligible employee under this plan.
- the date an employee is no longer working in the United States, unless he or she is on a temporary assignment: (1) not exceeding one year in a country or region that is not under a travel warning issued by the US Department of State; or (2) for which we have agreed, in writing, to provide coverage.
- 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.

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

GP-1-EC-90-8.0 P329.0243

# An Employee's Right To Continue Group Short Term And Long Term Disability Income 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 Coverage Can Be Continued: Short Term Disability and Long Term Disability income coverage may be continued, under a uniform, non-discriminatory policy applicable to all employees. The employee must contact you to find out if he or she may continue this coverage.

If An Employee's Group Insurance Would End: Group Short Term Disability and Long term Disability income 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 short term disability income 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 P329.0854

## Option A

# **Definitions**

GP-1-EC-90-DEF-1 P180.0155

## 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

## Option A

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

GP-1-EC-90-DEF-6 P180.0160

## 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

#### Short Term Disability Income Insurance

This insurance replaces part of a covered person's income if he or she becomes *disabled* due to a covered *sickness* or *injury*. What we pay is governed by all the terms of this *plan*.

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

## **Benefit Provisions**

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

- (a) he or she must: (i) become disabled while insured by this plan; and (ii) remain disabled and insured for this plan's elimination period.
- (b) he or she must provide proof of loss, as described in this plan's Claim Provisions section.

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

A covered person can satisfy the *elimination period* while working, provided he or she is *disabled* as defined by this *plan*.

**Waiver of Premium:** We waive a covered person's premiums for this insurance while he or she is entitled to receive a *weekly benefit* payment from this *plan*.

When Payments End: A covered person's benefits from this *plan* will end on the earliest of the dates shown below:

- (a) The date he or she is no longer disabled.
- (b) The date he or she fails to provide proof of loss as required by this plan.
- (c) The date he or she earns, or is able to earn, the maximum earnings allowed while *disabled* under this *plan*.
- (d) The date he or she is able to perform the major duties of his or her *own job* on a full-time basis with reasonable accommodation.
- (e) The date he or she has been outside the United States and/or Canada for more than 2 months in a 12 month period.
- (f) The date he or she dies.
- (g) The end of the maximum payment period.
- (h) The date no further benefits are payable under any provision in this *plan* that limits the *maximum* payment period.
- (i) The date he or she is no longer receiving regular and appropriate care from a doctor.
- (j) The date payments end in accord with a rehabilitation agreement.
- (k) The date he or she refuses to take part in a rehabilitation program.

GP-1-STD08-1.0-MO P340.0619

**Maximum Payment Period:** The *maximum payment period* is the longest time that benefits are paid by this *plan* for a covered person's *disability*.

But, it may be less than that shown due to: (a) the date the covered person was first treated for the cause of his or her *disability*; and (b) the length of time the covered person has been insured by this *plan*. See the section entitled "Pre-Existing Conditions" and the Schedule of Benefits.

For disability due to injury, the maximum payment period is 13 weeks.

For disability due to sickness, the maximum payment period is 13 weeks.

GP-1-STD07-2.0 P340.0010

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

- (a) The covered person must return to active work right after his or her benefits end;
- (b) The disability must recur less than two weeks after the covered person was last entitled to benefits;
- (c) The later disability must be due to the same or related cause of the covered person's earlier disability;
- (d) This plan must not end during the covered person's return to active work;
- (e) The covered person must not become covered under any other similar group income replacement plan during the time he or she returns to *active work*;
- (f) During the time the covered person returns to *active work*, he or she must: (i) stay insured by this *plan*; and (ii) premium payments must be made on his or her behalf; and
- (g) The covered person's benefits must not have ended because he or she has used up the *maximum* payment period.

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

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

GP-1-STD07-3.0 P340.0012

**Calculation of Weekly Benefit:** A covered person's benefit is governed by the terms of the *plan* in effect on the date *disability* occurs. Any changes to this *plan* that take place: (a) while the covered person is *disabled;* or (b) during a period of *active work* that occurs between an initial period of *disability* and a *recurring disability;* will not affect his or her benefit.

We calculate a covered person's gross weekly benefit according to the Schedule of Benefits.

From the covered person's *gross weekly benefit*, subtract the amount of any income listed in Other Income Benefits that he or she receives or is entitled to receive. The result is his or her *weekly benefit*.

GP-1-STD07-4.0 P340.0014

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

GP-1-STD07-4.1 P340.0041

**Other Income Benefits:** A covered person may receive, or be entitled to receive, income shown in the list below. We will reduce his or her *gross weekly benefit* by such other income benefits to determine his or her *weekly benefit* from this *plan*.

 Disability benefits from any mandated benefit act or law. This includes all temporary disability or state disability benefits required by law.

We integrate a covered person's *gross weekly benefit* with income shown above that he or she is entitled to receive without regard to the reason he or she is entitled to receive it.

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

GP-1-STD07-4.2 P340.0647

#### Option A

Other Income Not Subject to Deduction: We will not reduce a covered person's gross weekly benefit by any income he or she receives or is entitled to receive from the list below.

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

**Lump Sum Payments of Other Income:** Income with which we integrate may be paid in a lump sum. In this case, we take the equivalent weekly rate stated in the award into account when we determine a covered person's *weekly benefit*. If no weekly rate is given, we divide the lump sum payment by the number of calendar days in the period for which it was awarded. This will determine the daily rate. Then, multiply the daily rate by seven. The result is the prorated weekly rate.

**Cost of Living Freeze:** A covered person may receive a cost of living increase in other income with which we integrate. In this case, we do not further reduce his or her *weekly benefit* by the amount of such increase.

**Application for Other Income:** A covered person must apply for other income benefits to which he or she may be entitled. If these benefits are denied, the covered person must appeal until: (a) all possible appeals have been made; or (b) we notify him or her that no further appeals are required.

If we feel the covered person is entitled to receive such income benefits, we will estimate the amount due to him or her. We will take this estimated amount into account when we determine the covered person's weekly benefit. But, we will not take this estimated amount into account if he or she signs our reimbursement

agreement. In this agreement the covered person promises: (a) to apply for any benefits for which he or she may be eligible; (b) to appeal any denial of such benefits until all possible appeals have been made; and (c) to repay any amount we overpaid due to an award of such benefits.

If we do reduce the covered person's *gross weekly benefit* by an estimated amount, we will adjust his or her weekly benefit when we receive written proof: (a) of the amount awarded; or (b) that the other income benefits have been denied; and no further appeals are possible. If we underpaid the covered person, we pay the full amount of the underpayment in a lump sum.

We will assist the covered person in applying for other income benefits.

GP-1-STD07-4.3 P340.0091

## Option A

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

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

#### Method 1:

We reduce a covered person's weekly benefit by 50% of his or her disability earnings.

#### Method 2:

- (a) Subtract the covered person's *disability earnings* from his or her *insured earnings*.
- (b) Divide the result in (a) above by the covered person's insured earnings.
- (c) Multiply the result in (b) above by the covered person's weekly benefit. This is the amount we pay.

If a covered person's disability earnings fluctuate widely from week to week, we may adjust his or her weekly benefit using an average disability earnings amount. The average disability earnings amount will be computed using the covered person's most current week's disability earnings and the prior two weeks disability earnings.

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

If the covered person's *disability earnings* are more than 80% of his or her *insured earnings*, payments from this *plan* will end. Payments from this *plan* will also end if he or she is able to earn more than 80% of his or her *insured earnings*.

GP-1-STD07-5.0 P340.0094

## Option A

**Minimum Payment:** The minimum weekly payment for *disability* under this *plan* is the larger of: (a) 15% of the covered person's *gross weekly benefit*; or (b) \$\$25.00.

GP-1-STD07-5.1 P340.0648

**Pre-Existing Conditions:** A pre-existing condition is an *injury* or *sickness*, for which, in the look back period, a covered person received medical advice or treatment from a *doctor*.

The "look back period" is the 3 months before the latest of: (a) the effective date of the covered person's insurance under this *plan;* (b) the effective date of a change that increases the benefits payable by this *plan;* and (c) the effective date of a change in the covered person's benefit election that increases the benefit payable by this *plan.* 

For any disability: (a) caused by; (b) contributed to by; or (c) resulting from; a pre-existing condition, we limit the maximum payment period to 2 weeks; unless the disability starts after the date the covered person is insured under this plan for 12 months in a row.

A covered person's *disability:* (a) caused by; (b) contributed to by; or (c) resulting from; a pre-existing condition may begin after: (a) a change which provides for an increase in the benefits payable by this *plan;* or (b) a change in his or her benefit election which increases the benefit payable by this *plan.* In this case, the covered person's benefit will be limited to the amount that would have been payable had the change not taken place. But, this limit does not apply if the covered person's *disability* starts after the change has been in force for 12 months in a row.

We do not cover any disability that starts before the covered person's insurance under this plan.

GP-1-STD07-6.1-MO P340.0651

**Prior Coverage Credit:** If this *plan* replaces a similar income replacement plan the *plan sponsor* had with another insurer, the pre-existing condition provision may not apply to a covered person. This *plan* must start right after the old plan ends.

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

If the covered person: (a) was covered under the old plan when it ended; (b) enrolls for insurance under this *plan* on or before this *plan*'s effective date; and (c) is *actively working* on the effective date of this *plan*; but (d) has not fulfilled the requirements of any pre-existing condition provision of the old plan; we credit any time used to meet the old plan's pre-existing condition provision toward meeting this *plan*'s pre-existing condition provision.

But, we limit a covered person's *maximum weekly benefit* under this *plan* if: (a) it is more than the maximum weekly benefit for which he or she was insured under the old plan; (b) he or she becomes *disabled* due to a pre-existing condition; and (c) this *plan* pays benefits for such *disability* because we credit time as explained above. In this case, we limit the *maximum weekly benefit* to the amount the covered person would have been entitled to under the old plan.

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

GP-1-STD07-6.2 P340.0053

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

- (a) declared or undeclared war, act of war, or armed aggression;
- (b) service in the armed forces, National Guard, or military reserves of any state or country;
- (c) a covered person taking part in a riot or civil disorder;
- (d) a covered person's commission of, or attempt to commit a felony, for which he or she has been convicted;
- (e) the covered person's voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless: (a) it was prescribed for him or her by a doctor; and (b) it was used as prescribed. In the case of a non-prescription drug, we do not pay for any loss resulting from or contributed to by the covered person's use in a manner inconsistent with package instructions. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time;
- (f) intentional self-inflicted injuries while sane; or
- (g) job-related or on-the-job injury.

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

- (1) during which the covered person is confined to a facility as a result of his or her conviction of a crime;
- (2) during which the covered person is receiving medical treatment or care outside the United States or Canada unless expressly authorized by us;
- (3) which starts before the covered person is insured by this plan; or
- (4) during which the covered person's loss of earnings is not solely due to his or her disability.

GP-1-STD07-7.0 P340.1184

## Option A

## **Services**

**Rehabilitation and Case Management:** We will review the covered person's *disability* to see if certain services are likely to help him or her return to *gainful work*. If needed, we may ask for more medical or vocational information.

When our review is complete, we may offer the covered person a *rehabilitation program*. We have the right to suspend or end his or her *weekly benefit* if he or she does not accept it.

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

- (a) vocational assessment of the covered person's work potential;
- (b) coordination and transition planning with an employer for the covered person's return to work;
- (c) consulting with the covered person's *doctor* on his or her return to work and need for accommodations;
- (d) training in job seeking skills and resume preparation;
- (e) retraining; and
- (f) assistance with family care expenses a covered person incurs in order to participate in a *rehabilitation* program. (See the Dependent Care Expenses section of this plan.)

We have the right to determine which services are appropriate.

If the covered person accepts the *rehabilitation agreement*, we will pay an enhanced benefit. The enhanced benefit will be 110% of the *weekly benefit* that would otherwise be paid. This enhanced benefit will be payable as of the first *weekly benefit* after the *rehabilitation program* starts.

We stop paying the enhanced benefit on the earliest of:

- (a) The date the covered person's benefits from this *plan* end;
- (b) The date the covered person violates the terms of the rehabilitation agreement;
- (c) The date the covered person ends the rehabilitation program; and
- (d) The date the rehabilitation agreement ends.

If the covered person ends a *rehabilitation program* without our consent, he or she must repay any enhanced benefits paid.

**Dependent Care Expenses:** While a covered person is participating in a *rehabilitation program*, we will pay a dependent care expense benefit, when all of the following conditions are met:

- (a) the covered person incurs expense to provide care for a qualified dependent;
- (b) the care is provided by a licensed provider other than a family member.

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

The dependent care expense benefit will be the lesser of: (a) \$100 per week per qualified dependent; not to exceed \$300 per week for all qualified dependents combined; and (b) the actual weekly day care expense incurred by the covered person.

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

GP-1-STD07-8.0 P340.1217

**Worksite Modification Benefit:** In order to accommodate a covered person's *disability*, an employer may incur a cost to modify his or her worksite. We may reimburse the employer, up to \$2,500 for the cost of the worksite modification. We make this payment if we agree that the modification will enable the covered person to: (a) return to work; or (b) remain at work.

GP-1-STD07-8.1 P340.0058

## Option A

## **Claim Provisions**

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

**Notice:** A covered person must send us written notice of his or her intent to file a claim under this *plan* as described in "Accident and Health Claims Provisions." Failure to give notice within the time required will not invalidate or reduce any claim if it is shown not to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible.

For details, the covered person can call Guardian at 1-800-268-2525.

**Proof of Loss:** When we receive a covered person's notice, we will provide him or her with a claim form for filing proof of loss. This form requires data from the *employer*, the covered person, and the *doctor(s)* treating the covered person for his or her *sickness* or *injury*. Proof of loss must be given to us within the time stated in "Accident and Health Claims Provisions." If the covered person does not receive a claim form within 15 days after we receive any notice of claim under this *plan*, he or she will be deemed to have complied with the requirements of this *plan* as to proof of loss upon submitting within the time stated in "Accident and Health Claims Provisions," written proof covering the occurrence, character and extent of the loss for which the claim is made. He or she should send us written proof of loss without waiting for the form.

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

- (a) The date disability began;
- (b) The covered person's last day of active work;
- (c) The cause of disability;
- (d) The extent of *disability*, including limitations and restrictions preventing the covered person from performing the material and substantial duties of his or her *own job*.
- (e) If the covered person's occupation requires that he or she carry liability or malpractice insurance, any changes to such insurance that become effective on or after the date of *disability*;
- (f) Objective medical evidence in support of the covered person's limitations and restrictions, beginning with the date disability began;
- (g) The prognosis of disability;
- (h) The name and address of all *doctors*, hospitals and health care facilities where the covered person has been treated for his or her *disability* since the date *disability* began:
- (i) Proof that the covered person: (i) is currently; and (ii) has been receiving *regular and appropriate care* from a *doctor*, from the date *disability* began;
- (j) Proof of insured earnings, and, if applicable, disability earnings;

- (k) Payroll or absence data from the *employer* for the three months prior to the date *disability* began, or other period we specify;
- (I) Proof of application for all other sources of income to which the covered person may be entitled, that may affect his or her payment from this *plan*; and
- (m) Proof of receipt of other income that may affect the covered person's payment from this plan.

The covered person must provide *objective medical evidence* from a *doctor* who is not him or herself, his or her spouse, child, parent, sibling or business associate.

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

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

The Guardian Life Insurance Company of America
Group Short Term Disability Claims Department
P.O. 14331
Lexington, KY 40512

**Authorization Required:** The covered person must provide us with written, unaltered authorizations to obtain medical, financial, vocational, occupational, and governmental information required to determine our liability under this *plan*. The covered person must provide us with such authorizations as often as we may require, in order that they remain current. Failure to provide such authorizations may delay, suspend or terminate the covered person's benefits.

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

**Ongoing Proof of Loss:** To continue to receive payments from this *plan*, a covered person must give us current proof of loss as often as we may reasonably require. Ongoing proof of loss must be provided to us within 90 days of the date we request it. Failure to give such notice within such time will not invalidate or reduce any claim if it is shown not to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible.

**Payment of Benefits:** We pay benefits to the covered person, 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. Benefits are paid in US dollars.

We pay benefits on a biweekly basis at the end of the period for which they are payable.

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

Benefits to which the covered person is entitled may remain unpaid at his or her death. Such benefits may be paid at our discretion to: (a) his or her estate; or (b) his or her spouse, parents, children, or brothers and sisters.

**Partial Week Payment:** A covered person may be *disabled* for only part of a week. In this case, we compute his or her payment as 1/7th of the benefit to which he or she would be entitled for the full week times the number of days he or she is *disabled*.

**Overpayment Recovery:** If we overpaid a covered person, he or she must repay us in full. We have the right to reduce his or her payment or apply any benefits payable, including the minimum payment, toward recovery of the overpayment.

GP-1-STD07-11.0-MO P340.1318

#### **Definitions**

Active Work, Actively-At-Work or Actively Working: A covered person is able to perform and is performing all of the regular duties of his or her work for his or her *employer*, on a full-time basis at: (a) one of his or her *employer*'s usual places of business; (b) some place where his or her *employer*'s business requires him or her to travel; or (c) any other place he or she and his or her *employer* have agreed on for his or her work.

GP-1-STD07-12.0 P340.0062

**Disability or Disabled:** These terms mean that a current *sickness* or *injury* causes physical or mental impairment to such a degree that the covered person is: (a) not able to perform, on a full-time basis, the material and substantial duties of his or her *own job* and (b) not able to earn more than this plan's maximum allowed *disability earnings*.

The covered person may be required, on average, to work more than 40 hours per week. In this case, he or she is not *disabled* if he or she is able to work for 40 hours per week.

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

GP-1-STD07-12.2-MO P340.0656

**Disability Earnings:** The weekly income a covered person earns from working while *disabled*. It includes salaries, wages, commissions, bonuses and any other compensation earned or accrued while working including pension, profit sharing contributions, sick pay, paid time off, holiday and vacation pay. When the covered person has an ownership interest in the business, *disability earnings* also includes business profits, attributable to him or her, whether received or not. It includes any income the covered person earns while *disabled* and returns to his or her *employer*, partnership, or any other similar business arrangement to cover any business or overhead expenses. If the covered person has the ability to work on a *part-time* or full-time basis, following the earlier of the date he or she: (a) has been terminated from employment with the *employer*; (b) has been *disabled* for 3 months in a row; or (c) has been offered a job or workplace modification by the *employer* and he or she does not return to work; *disability earnings* also includes *maximum capacity earnings*.

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

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

Any days during which the covered person returns to work earning more than 80% of his or her *insured* earnings will not count toward the *elimination period*. If he or she is or becomes eligible under any other similar group income replacement plan while he or she is working during the *elimination period*, he or she will not be entitled to benefits from this *plan*.

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

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

**Gainful Occupation or Gainful Work:** Work for which a covered person is qualified by: (a) training; (b) education; or (c) experience. When a covered person is able to perform such work on a full-time basis, he or she can be expected to earn at least 80% of his or her *insured earnings* within 12 months of returning to work.

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

**Gross Weekly Benefit:** This *plan's weekly benefit* before it is integrated with other income and earnings.

**Injury:** A bodily *injury* due to an accident that occurs, independent of all other causes, while a covered person is insured by this *plan*. We will cover a *disability* caused by an *injury* when the *disability* starts within 90 days of the date of such *injury*.

GP-1-STD07-12.12 P340.0659

**Insured Earnings:** Only a covered person's earnings from the *employer* will be included as *insured earnings*.

We calculate benefit amounts and limits based on the amount of the covered person's *insured earnings* as of the Redetermination date immediately prior to the start of his or her *disability*. See the "Redetermination" section of this *plan*.

## For Partners and S Corporation Shareholders:

Insured earnings means the sum of the amounts listed below, divided by 52.

- (a) His or her compensation as an employee or S Corporation shareholder, as reported on his or her Federal Income Tax Return, Form 1040, for the prior calendar year, less the gross total of unadjusted employee business expenses as included on the corresponding Schedule A-Itemized Deductions;
- (b) His or her non-passive income (loss) from trade or business as reported on Schedule E-Part II of his or her Federal Income Tax Return, Form 1040, for the prior calendar year, less any expenses incurred and reported elsewhere on his or her Return; and
- (c) His or her contributions during the prior calendar year, deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account.

The covered person may not have been a partner or S Corporation shareholder for the entire previous calendar year. In this case, the covered person's earnings are based on the weekly average of the sum of the listed amounts, averaged for the full number of weeks that he or she was a partner or an S Corporation shareholder during such calendar year.

# For Sole Proprietors:

Insured earnings means: (a) the average weekly net profit as determined from Schedule C - Part II of the covered person's Federal Income Tax Return, Form 1040, for the prior calendar year; plus (b) the covered person's average weekly contribution during the prior calendar year deposited into a: (i) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (ii) a Section 125 plan or flexible spending account. Weekly net profit is calculated as gross income less total expenses. The covered person may not have been a sole proprietor for the previous calendar year. In this case, we calculate average weekly net profit and average weekly contributions using the full number of weeks that he or she was a sole proprietor during such calendar year.

#### For Covered Persons Who Are Compensated on Less Than a 12 Month Basis:

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

#### For Covered Persons Whose Income Is Reported on a IRS Form 1099:

*Insured earnings* means the covered person's average rate of weekly earnings as figured from the 1099 form received from the *employer* for the prior calendar year, calculated as (a) minus (b), divided by 52 or the number of weeks the covered person worked for the *employer* during such calendar year, if less than 52.

- (a) his or her earned income as reported on the 1099 form.
- (b) business expenses, as reported on Schedule C Part II of his or her Federal Income Tax Return, Form 1040.

Insured earnings also includes the covered person's contributions deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account.

Earnings based on excluded income and *employer* contributions deposited into such 401(k); 403(b); 457; or similar plan are excluded.

#### For All Other Covered Persons:

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

GP-1-STD07-12.13 P340.1097

#### Option A

**Maximum Capacity Earnings:** The income a covered person could earn if working to the fullest extent he or she is able to in his or her *own job*. We decide the fullest extent of work a covered person is able to do based on objective data provided by any or all of the following sources: (a) his or her treating *doctor;* (b) impartial medical or vocational exams; (c) peer review specialists; (d) functional capacities exams; and (e) other medical and vocational specialists whose area of expertise is appropriate to the covered person's *disability*.

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

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

**Own Job:** A covered person's job for the *employer*. We use the job description provided by the *plan sponsor* to determine the duties and requirements of the covered person's *own job*.

GP-1-STD07-12.14 P340.0162

Part-Time: The ability to work and earn between 40% and 80% of insured earnings.

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

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

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

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

**Rehabilitation Agreement:** A formal agreement between: (a) a covered person; (b) us; and (c) the covered person's *employer*, if needed. It outlines the *rehabilitation program* in which the covered person agrees to take part.

**Rehabilitation Program:** A program of work or job-related training for a covered person that we approve in writing. Its aim is to restore his or her wage earning abilities.

**Retirement Plan:** A defined benefit or defined contribution plan funded wholly or in part by the *employer*'s deposits for a covered person's benefit. The term does not include: (a) profit sharing plans; (b) thrift plans; (c) non-qualified deferred compensation plans; (d) individual retirement accounts; (e) tax sheltered annuities; (f) 401(k), 403(b), 457 or similar plans; or (g) stock ownership plans.

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

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

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

**Weekly Benefit:** This *plan's gross weekly benefit* reduced by other income. If a covered person is working while *disabled*, his or her *weekly benefit* will be further reduced based on the amount of his or her *disability earnings*.

GP-1-STD07-12.15 P340.0084

# The GUARDIAN LIFE Insurance Company of AMERICA

A Mutual Life Insurance Company 10 Hudson Yards, New York, New York 10001 Incorporated 1860 By The Laws of The State of New York

Amendment to Group Policy No. G-00463298-HC

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

The Policyholder and the Insurance Company hereby agree that Group Policy No. G- 00463298-HC is hereby amended as follows:

Amendment Effective: January 1, 2015

This rider amends this policy's short-term disability "pre-existing conditions" provision so that minimum and / or maximum ranges for numeric values in policy form GP-1-STD07-6.1-MO are as shown below.

**Pre-Existing Conditions:** A pre-existing condition is an *injury* or *sickness*, for which, in the look back period, a covered person received medical advice or treatment from a doctor.

The "look-back period" is the 3 months before the latest of: (a) the effective date of the covered person's insurance under this *plan;* (b) the effective date of a change that increases the benefits payable by this *plan;* and (c) the effective date of a change in the covered person's benefit election that increases the benefit payable by this *plan.* 

For any disability: (a) caused by; (b) contributed to by; or (c) resulting from; a pre-existing condition, we limit the *maximum payment period* to 2 weeks; unless the disability starts after the covered person is insured under this *plan* for 12 months in a row.

A covered person's *disability:* (a) caused by; (b) contributed to by; or (c) resulting from; a pre-existing condition may begin after: (a) a change which provides for an increase in the benefits payable by this *plan;* or (b) a change in his or her benefit election which increases the benefit payable by this *plan.* In this case, the covered person's benefit will be limited to the amount that would have been payable had the change not take place. But, this does not apply if the covered person's *disability* starts after the change has been in force for 12 months in a row.

We do not cover any disability that starts before the covered person's insurance under this plan.

\* \* \* \* \*

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 , , , ,
	Trustees of the Professional and Technical Services Industry Insurance Trust Fund Full or Corporate Name of Policyholder
Witness	BY:Signature and Title

The Guardian Life Insurance Company of America

Michael Prestileo, Senior Vice President

# PLEASE RETAIN THIS COPY FOR YOUR RECORDS

GUR-1 P341.0006

#### Long Term Disability Income Insurance

This insurance replaces part of a covered person's income if he or she becomes *disabled* due to a covered *sickness* or *injury*. What we pay is governed by all the terms of this *plan*.

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

#### **Benefit Provisions**

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

- (a) he or she must: (i) become *disabled* while insured by this *plan*; and (ii) remain *disabled* and insured for this *plan's elimination period*.
- (b) he or she must provide proof of loss, as described in this plan's Claim Provisions section.

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

A covered person can satisfy the *elimination period* while working, provided he or she is *disabled* as defined by this *plan*.

**Waiver of Premium:** We waive a covered person's premiums for this insurance and for short term disability insurance, if included in the *plan sponsor's* plan of insurance while he or she is entitled to receive a *monthly benefit* payment from this *plan*.

When Payments End: A covered person's benefits from this *plan* will end on the earliest of the dates shown below:

- (a) The date he or she is no longer disabled.
- (b) The date he or she fails to provide proof of loss as required by this plan.
- (c) The date he or she has been outside the United States and/or Canada for more than 2 months in a 12 month period.
- (d) The date he or she dies.
- (e) The end of the maximum payment period.
- (f) The date no further benefits are payable under any provision in this *plan* that limits the *maximum* payment period.
- (g) The date he or she is no longer receiving regular and appropriate care from a doctor.
- (h) The date payments end in accord with a rehabilitation agreement.
- (i) The date he or she refuses to take part in a rehabilitation program.

GP-1-LTD08-1.0-MO P383.1077

**Maximum Payment Period:** The *maximum payment period* is the longest time that benefits are paid by this *plan* for a covered person's *disability*. It is determined by the table shown below.

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

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

Employee's Year of Birth	Social Security Normal Retirement Age
	· ·
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943-1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67

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

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

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

GP-1-LTD07-2.0 P383.0065

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

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

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

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

GP-1-LTD07-3.0 P383.0054

#### Option A

**Calculation of Monthly Benefit:** A covered person's benefit is governed by the terms of the *plan* in effect on the date *disability* occurs. Any changes to this *plan* that take place: (a) while the covered person is *disabled;* or (b) during a period of *active work* that occurs between an initial period of *disability* and a *recurring disability;* will not affect his or her benefit.

We calculate a covered person's gross monthly benefit according to the Schedule of Benefits.

From the covered person's *gross monthly benefit*, subtract the amount of any income listed in Other Income Benefits that he or she receives or is entitled to receive. The result is his or her *monthly benefit*.

GP-1-LTD07-4.0 P383.0055

### Option A

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

GP-1-LTD07-4.1 P383.0057

**Other Income Benefits:** A covered person may receive, or be entitled to receive, income shown in the list below. We will reduce his or her *gross monthly benefit*by such other income benefits to determine his or her *monthly benefit*from this *plan*.

- Commissions or monies from the *employer*: (1) received; (2) payable but deferred; or (3) paid after disabilitybenefits start. This includes: (a) vested and nonvested renewal commissions; (b) bonuses; (c) royalties; and (d) other distributions.
- Disability benefits from any mandated benefit act or law. This includes all temporary disability or state disability benefits required by law.
- Disability benefits from all group plans of: (1) the plan sponsor; or (2) the employer. This includes payments made by a group life insurance plan due to the covered person's disability. This does not include payments made from a group life insurance plan's: (a) accelerated death benefit; or (b) like provision that allows payment of such plan's proceeds due to terminal illness.
- Income from a sick leave, salary continuance or Paid Time Off plan, but only to the extent that such income plus the amount of the covered person's gross monthly benefit is more than 100% of his or her insured earnings. This applies whether such plan is sponsored on a formal or informal basis. This includes donated, lump sum and recurrent payments of accrued sick leave benefits. But, if a covered person is working while disabled, we will account for such income as described in this plan's "Adjustment of Monthly Benefit for Disability Earnings".
- Benefits as shown below from: (1) the United States Social Security Act; (2) the Railroad Retirement Act; or (3) any other like U.S. or Canadian plan or act.
  - (a) All disability benefits for which: (i) the covered person is entitled; and (ii) his or her spouse and children are entitled due to the covered person's disability;
  - (b) All unreduced retirement benefits for which: (i) the covered person is entitled; and (ii) his or her spouse and children are entitled due to the covered person's entitlement; and
  - (c) All reduced retirement benefits paid to: (i) the covered person; and (ii) his or her spouse and children due to the covered person's receipt of such benefits.

We do not reduce the covered person's *gross monthly benefit* by the retirement benefits described in (b) and (c) above, to the extent that the covered person and his or her dependents were entitled to receive such income prior to the start of disability. We will reduce the *gross monthly benefit* by marginal increases in such income the covered person and his or her dependents were entitled to receive after *disability* begins.

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

We will reduce the covered person's *gross monthly benefit* by benefits referred to in (a), (b) and (c) above to which his or her spouse and children are entitled due to the covered person's receipt of, or entitlement for, disability benefits. We do this without regard to: (a) his or her marital status; (b) where he or she lives; (c) where his or her spouse lives; (d) where his or her child lives; or (e) any custody arrangements made on behalf of his or her child.

- Income of the type that is included in a covered person's insured earnings for purposes of determining his or her gross monthly benefit under this plan.
- That portion of retirement plan retirement benefits which the employer funds.
- That portion of retirement plan disability benefits which the employer funds.
- Retirement benefits or retirement plan disability benefits, due to the covered person's disability, from

any government plan other than those shown above.

- Payment or settlement, with or without admission of liability, from: (1) a Workers' Compensation law;
   (2) an occupational disease law; or (3) any other act or law of like intent. This includes: (a) the Jones' Act; (b) the Longshoreman's and Harbor Workers' Compensation Act; or (c) any Maritime doctrine of Maintenance, Wages or Cure. If the covered person receives a payment net of attorney fees approved by the Workers' Compensation Board or similar authority, we reduce our benefit by the net payment.
- Unemployment compensation benefits.
- Payment from the covered person's employer as part of a termination or severance agreement.

We integrate a covered person's *gross monthly benefit* with income shown above that he or she is entitled to receive without regard to the reason he or she is entitled to receive it.

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

GP-1-LTD07-4.2 P383.1081

#### Option A

Other Income Not Subject to Deduction: We will not reduce a covered person's gross monthly benefit by any income he or she receives or is entitled to receive from the list below.

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

**Lump Sum Payments of Other Income:** Income with which we integrate may be paid in a lump sum. In this case, we take the equivalent monthly rate stated in the award into account when we determine a covered person's *monthly benefit*. If no monthly rate is given, we pro-rate the lump sum over the lesser of: (a) 60 months; or (b) the expected remaining number of months for which the covered person would be entitled to benefits from this *plan*, based on the proof of loss submitted to us.

**Cost of Living Freeze:** A covered person may receive a cost of living increase in other income with which we integrate. In this case, we do not further reduce his or her *monthly benefit* by the amount of such increase.

**Application for Other Income:** A covered person must apply for other income benefits to which he or she may be entitled. If these benefits are denied, the covered person must appeal until: (a) all possible appeals have been made; or (b) we notify him or her that no further appeals are required.

If we feel the covered person is entitled to receive such income benefits, we will estimate the amount due to him or her and his or her spouse and children. We will take this estimated amount into account when we determine the covered person's *monthly benefit*. But, we will not take this estimated amount into account if he

or she signs our reimbursement agreement. In this agreement the covered person promises: (a) to apply for any benefits for which he or she may be eligible; (b) to appeal any denial of such benefits until all possible appeals have been made; and (c) to repay any amount we overpaid due to an award of such benefits.

If we do reduce the covered person's *gross monthly benefit* by an estimated amount, we will adjust his or her *monthly benefit* when we receive written proof: (a) of the amount awarded; or (b) that the other income benefits have been denied; and no further appeals are possible. If we underpaid the covered person, we pay the full amount of the underpayment in a lump sum.

We will assist the covered person in applying for other income benefits.

GP-1-LTD07-4.3 P383.0235

#### Option A

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

For each of the first 12 months of payments, following the date the covered person first has *disability* earnings, add his or her *gross monthly benefit* and his or her *disability earnings*.

- (a) If the sum is not more than 100% of the covered person's indexed insured earnings, we do not reduce his or her monthly benefit.
- (b) If the sum is more than 100% of the covered person's indexed *insured earnings*, we reduce his or her *monthly benefit* by the amount over 100% of his or her indexed *insured earnings*.

For each month thereafter, we pay the greater of the amount calculated under Method 1 or Method 2.

#### Method 1:

- (a) If the covered person's *disability earnings* are less than 20% of his or her indexed *insured earnings*, we do not reduce his or her *monthly benefit*.
- (b) If the covered person's disability earnings are 20% or more of his or her indexed insured earnings, we reduce his or her monthly benefit by 50% of his or her disability earnings.

#### Method 2:

- (a) Subtract the covered person's disability earnings from his or her indexed insured earnings.
- (b) Divide the result in (a) above by the covered person's indexed insured earnings.
- (c) Multiply the result in (b) above by the covered person's monthly benefit. This is the amount we pay.

If a covered person's *disability earnings* fluctuate widely from month to month, we may adjust his or her *monthly benefit* using an average *disability earnings* amount. The average *disability earnings* amount will be computed using the covered person's most current month's *disability earnings* and the prior two months *disability earnings*.

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

If the covered person's *disability earnings* are more than the limit shown below, payments from this *plan* will end. Payments from this *plan* will also end if he or she is able to earn more than the limit shown below:

- (a) During the elimination period and the own occupation period, the limit is 80% of the covered person's indexed insured earnings.
- (b) After this *plan* has paid benefits for 36 months in a row, the limit is 60% of the covered person's indexed *insured earnings*.

GP-1-LTD07-5.0 P383.0293

**Indexing:** We apply an indexing factor to a covered person's *insured earnings* on the date he or she has received 12 consecutive monthly payments and each anniversary thereafter. This factor increases the amount of income the covered person may earn and still be considered *disabled*. This adjustment does not increase his or her *gross monthly benefit, monthly benefit,* or any other benefit under this *plan*.

To make the first adjustment, we multiply the covered person's *insured earnings* by the indexing factor for that year. To make adjustments in each later year, we multiply the amount of his or her last indexed *insured earnings* by the indexing factor for the current year.

The indexing factor is the lesser of: (a) 10%; or (b) one-half of the CPI-W from the prior December.

**Minimum Payment:** The minimum monthly payment for *disability* under this *Plan* is the larger of: (a) 15% of the covered person's *gross monthly benefit*; or (b) \$100.00. The minimum monthly payment does not apply if the covered person is working while *disabled*.

GP-1-LTD07-5.1 P383.1084

# Option A

#### **Limitations and Exclusions**

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

The maximum payment period for all periods of disability due to: (a) a mental illness; (b) drug or alcohol abuse; or (c) a specific condition listed below is 24 months. This is a combined maximum for all such conditions and all periods of disability.

The specific conditions subject to a limited maximum payment period include the following:

- Musculoskeletal and connective tissue disorders including, but not limited to:
  - Sprains or strains of joints and muscles
  - Soft tissue conditions
  - Repetitive motion syndromes or injuries
  - Fibromyalgia
- Chronic fatigue conditions including, but not limited to:
  - Chronic fatigue syndrome
  - Chronic fatigue immunodeficiency syndrome
  - Epstein-barr syndrome
- Chemical and environmental sensitivities
- Headache
- Chronic pain, Myofascial pain
- Gastro-esophageal reflux disorder
- Irritable bowel syndrome
- Vestibular dysfunction, vertigo, dizziness

This limitation will not apply to disabilities caused or contributed to by the following conditions:

- Arthritis
- Ruptured intervertebral discs

- Spinal fractures
- Osteopathies
- Spinal tumors, malignancy or vascular malformations
- Radiculopathies, documented by EMG
- Spondylolisthesis, Grade II or higher
- Myelopathies
- Demyelinating diseases
- Traumatic spinal cord necrosis

No benefits will be paid for *disability* due to a *mental illness* or drug or alcohol abuse if the covered person is not receiving treatment for the cause of the *disability* from a provider, or in a facility that is licensed by the state to provide treatment for such condition.

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

The term "qualified institution" means a legally operated hospital or other public or private facility licensed to provide inpatient medical care and treatment for the cause of the covered person's *disability*.

GP-1-LTD07-6.0 P383.1086

# Option A

**Pre-Existing Conditions:** A pre-existing condition is an *injury* or *sickness*, for which, in the look back period, a covered person received medical advice or treatment from a *doctor*.

The "look back period" is the three months before the latest of: (a) the effective date of the covered person's insurance under this *plan*; (b) the effective date of a change that increases the benefits payable by this *plan*; and (c) the effective date of a change in the covered person's benefit election that increases the benefit payable by this *plan*.

No benefits are payable for *disability:* (a) caused by; (b) contributed to by; or (c) resulting from; a pre-existing condition; unless the *disability* starts after the date the covered person is insured under this *plan* for 12 months in a row.

A covered person's *disability:* (a) caused by; (b) contributed to by; or (c) resulting from; a pre-existing condition may begin after: (a) a change which provides for an increase in the benefits payable by this *plan;* or (b) a change in his or her benefit election which increases the benefit payable by this *plan.* In this case, the covered person's benefit will be limited to the amount that would have been payable had the change not taken place. But, this limit does not apply if the covered person's *disability* starts after the change has been in force for 12 months in a row.

We do not cover any disability that starts before the covered person's insurance under this plan.

GP-1-LTD07-6.1-MO P383.1100

**Prior Coverage Credit:** If this *plan* replaces a similar income replacement plan the *plan sponsor* had with another insurer, the pre-existing condition provision may not apply to a covered person. This *plan* must start right after the old plan ends.

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

If the covered person: (a) was covered under the old plan when it ended; (b) enrolls for insurance under this *plan* on or before this *plan*'s effective date; and (c) is *actively working* on the effective date of this *plan*; but (d) has not fulfilled the requirements of any pre- existing condition provision of the old plan; we credit any time used to meet the old plan's pre-existing condition provision toward meeting this *plan*'s pre-existing condition provision.

But, we limit a covered person's *maximum monthly benefit* under this *plan* if: (a) it is more than the maximum monthly benefit for which he or she was insured under the old plan; (b) he or she becomes *disabled* due to a pre-existing condition; and (c) this *plan* pays benefits for such *disability* because we credit time as explained above. In this case, we limit the *maximum monthly benefit* to the amount the covered person would have been entitled to under the old plan.

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

GP-1-LTD07-6.2 P383.0243

#### Option A

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

- (a) declared or undeclared war, act of war, or armed aggression;
- (b) service in the armed forces, National Guard, or military reserves of any state or country;
- (c) a covered person taking part in a riot or civil disorder;
- (d) a covered person's commission of, or attempt to commit a felony, for which he or she has been convicted;
- (e) the covered person's voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless: (a) it was prescribed for him or her by a doctor; and (b) it was used as prescribed. In the case of a non-prescription drug, we do not pay for any loss resulting from or contributed to by the covered person's use in a manner inconsistent with package instructions. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time; or
- (f) intentional self-inflicted injuries while sane.

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

- (1) during which the covered person is confined to a facility as a result of his or her conviction of a crime;
- during which the covered person is receiving medical treatment or care outside the United States or Canada unless expressly authorized by us;
- (3) which starts before the covered person is insured by this plan; or
- (4) during which the covered person's loss of earnings is not solely due to his or her disability.

GP-1-LTD07-7.0 P383.1925

#### **Services**

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

Services we can provide include:

- (a) Help in completing the covered person's application for such benefits, and any related forms;
- (b) Assistance finding suitable legal counsel; and
- (c) Copies of medical and vocational data needed to file the covered person's claim.

We may also provide these and other services if a covered person's benefits are under review for possible termination by the Social Security Administration.

The covered person must apply for all income benefits for which he or she may be eligible, whether or not he or she uses our help. Using our help does not cancel the covered person's duties shown in the "Application for Other Income" section of this *plan*.

**Rehabilitation and Case Management:** We will review the covered person's *disability* to see if certain services are likely to help him or her return to *gainful work*. If needed, we may ask for more medical or vocational information.

When our review is complete, we may offer the covered person a *rehabilitation program*. We have the right to suspend or end his or her *monthly benefit* if he or she does not accept it.

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

- (a) vocational assessment of the covered person's work potential;
- (b) coordination and transition planning with an employer for the covered person's return to work;
- (c) consulting with the covered person's doctor on his or her return to work and need for accommodations;
- (d) training in job seeking skills and resume preparation;
- (e) retraining; and
- (f) assistance with family care expenses a covered person incurs in order to participate in a *rehabilitation* program. (See the "Dependent Care Expenses" section of this plan.)

We have the right to determine which services are appropriate.

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

We stop paying the enhanced benefit on the earliest of:

- (a) The date the covered person's benefits from this *plan* end;
- (b) The date the covered person violates the terms of the rehabilitation agreement;
- (c) The date the covered person ends the rehabilitation program; and
- (d) The date the *rehabilitation agreement* ends.

If the covered person ends a *rehabilitation program* without our consent, he or she must repay any enhanced benefits paid.

**Dependent Care Expenses:** While a covered person is participating in a *rehabilitation program*, we will pay a dependent care expense benefit, when all of the following conditions are met:

- (a) the covered person incurs expense to provide care for a qualified dependent;
- (b) the care is provided by a licensed provider other than a family member.

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

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

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

GP-1-LTD07-8.0 P383.2133

# Option A

**Worksite Modification Benefit:** In order to accommodate a covered person's *disability*, an employer may incur a cost to modify his or her worksite. We may reimburse the employer, up to \$2,500 for the cost of the worksite modification. We make this payment if we agree that the modification will enable the covered person to: (a) return to work; or (b) remain at work.

GP-1-LTD07-8.1 P383.0252

#### Option A

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

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

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

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

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

GP-1-LTD07-8.2 P383.0254

#### Option A

**The Survivor Benefit:** We may pay a survivor benefit if a covered person dies after he or she: (a) had been *disabled* for at least six months in a row; and (b) was entitled to receive at least one full *monthly benefit*. When we receive proof of the covered person's death, we pay his or her eligible survivor a lump sum benefit.

We pay a benefit equal to 3 times the amount of the covered person's last *monthly benefit* after it is reduced by *disability earnings*. But, we first apply such benefit to reduce any overpayment he or she may owe us.

If the covered person has no eligible survivor, no survivor benefit is paid.

The covered person's eligible survivor is his or her spouse, if living.

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

**Accelerated Survivor Benefit:** If a covered person has a terminal illness, we may accelerate payment of this *plan's* survivor benefit.

For purposes of the accelerated survivor benefit, a terminal illness means a medical condition that is expected to result in the covered person's death within 6 months.

To receive an accelerated survivor benefit, the covered person must: (a) be entitled to receive a *monthly benefit* from this *plan*; (b) request this benefit in writing; and (c) provide written proof of terminal illness from a *doctor*. However, we will not pay an accelerated survivor benefit if there are less than 6 months remaining in the *maximum benefit period*.

If the covered person elects to receive an accelerated survivor benefit, no survivor benefit is payable upon his or her death.

GP-1-LTD07-9.1 P383.0271

#### Option A

#### **Claim Provisions**

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

**Notice:** A covered person must send us written notice of his or her intent to file a claim under this *plan* as described in "Accident and Health Claims Provisions." Failure to give notice within the time required will not invalidate or reduce any claim if it is shown not to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible.

For details, the covered person can call Guardian at 1-800-538-4583.

**Proof of Loss:** When we receive a covered person's notice, we will provide him or her with a claim form for filing proof of loss. This form requires data from the *employer*, the covered person, and the *doctor(s)* treating the covered person for his or her *sickness* or *injury*. Proof of loss must be given to us within the time stated in "Accident and Health Claims Provisions." If the covered person does not receive a claim form within 15

days after we receive any notice of claim under this *plan*, he or she will be deemed to have complied with the requirements of this *plan* as to proof of loss upon submitting within the time stated in "Accident and Health Claims Provisions," written proof covering the occurrence, character and extent of the loss for which the claim is made. He or she should send us written proof of loss without waiting for the form.

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

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

The covered person must provide *objective medical evidence* from a *doctor* who is not him or herself, his or her spouse, child, parent, sibling or business associate.

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

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

The Guardian Life Insurance Company of America Group Long Term Disability Claims Department P.O. 14331 Lexington, KY 40512

**Authorization Required:** The covered person must provide us with written, unaltered authorizations to obtain medical, financial, vocational, occupational, and governmental information required to determine our liability under this *plan*. The covered person must provide us with such authorizations as often as we may require, in order that they remain current. Failure to provide such authorizations may delay, suspend or terminate the covered person's benefits.

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

**Ongoing Proof of Loss:** To continue to receive payments from this *plan*, a covered person must give us current proof of loss as often as we may reasonably require. Ongoing proof of loss must be provided to us within 90 days of the date we request it. Failure to give such notice within such time will not invalidate or reduce any claim if it is shown not to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible.

**Payment of Benefits:** We pay benefits to the covered person, 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. Benefits are paid in US dollars.

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

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

Benefits to which the covered person is entitled may remain unpaid at his or her death. Such benefits may be paid at our discretion to: (a) his or her estate; or (b) his or her spouse, parents, children, or brothers and sisters.

**Partial Month Payment:** A covered person may be *disabled* for only part of a month. In this case, we compute his or her payment as 1/30th of the benefit to which he or she would be entitled for the full month times the number of days he or she is *disabled*. Payment will not be made for more than 30 days in any month.

**Overpayment Recovery:** If we overpaid a covered person, he or she must repay us in full. We have the right to reduce his or her payment or apply any benefits payable, including the minimum payment, toward recovery of the overpayment.

GP-1-LTD07-11.0-MO P383.2300

#### **Definitions**

**Active Work, Actively-At-Work or Actively Working:** A covered person is able to perform and is performing all of the regular duties of his or her work for his or her *employer*, on a full-time basis at: (a) one of his or her *employer*'s usual places of business; (b) some place where his or her *employer*'s business requires him or her to travel; or (c) any other place he or she and his or her *employer* have agreed on for his or her work.

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

GP-1-LTD07-12.0 P383.0101

#### Option A

**Disability or Disabled:** These terms mean a covered person meets either the Occupation Test or the Earnings Test as explained below.

# **Occupation Test of Disability**

A covered person meets this test if he or she: (a) is not working in any occupation; and (b) has a current sickness or injury which causes physical or mental impairment to such a degree that:

- (1) During the *elimination period* and the *own occupation* period, he or she is not able to perform, on a full-time basis, the material and substantial duties of his or her *own occupation*.
- (2) After the end of the *own occupation* period, he or she is not able to perform, on a full-time basis, the material and substantial duties of any *gainful work*.

A covered person will not meet this test, if he or she is able to perform the material and substantial duties of: (a) his or her *own occupation*; or (b) any gainful work; with reasonable accommodation.

# **Earnings Test of Disability**

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

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

GP-1-LTD07-12.8-MO P383.1112

#### Option A

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

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

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

Any days during which the covered person returns to work earning more than 80% of his or her *insured* earnings will not count toward the *elimination period*. If he or she is or becomes eligible under any other similar group income replacement plan while he or she is working during the *elimination period*, he or she will not be entitled to benefits from this *plan*.

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

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

**Gainful Occupation or Gainful Work:** Work for which a covered person is qualified by: (a) training; (b) education; or (c) experience. When a covered person is able to perform such work on a full-time basis, he or she can be expected to earn at least 60% of his or her indexed insured earnings within 12 months of returning to work.

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

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

**Injury:** A bodily injury due to an accident that occurs, independent of all other causes, while a covered person is insured by this plan. We will cover a disability caused by an injury when the disability starts within 90 days of the date of such injury.

GP-1-LTD07-12.12-MO P383.1116

#### Option A

**Insured Earnings:** Only a covered person's earnings from the *employer* will be included as *insured earnings*.

We calculate benefit amounts and limits based on the amount of the covered person's *insured earnings* as of the Redetermination date immediately prior to the start of his or her *disability*. See the "Redetermination" section of this *plan*.

#### For Partners and S Corporation Shareholders:

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

- (a) His or her compensation as an employee or S Corporation shareholder, as reported on his or her Federal Income Tax Return, Form 1040, for the prior calendar year, less the gross total of unadjusted employee business expenses as included on the corresponding Schedule A-Itemized Deductions;
- (b) His or her non-passive income (loss) from trade or business as reported on Schedule E-Part II of his or her Federal Income Tax Return, Form 1040, for the prior calendar year, less any expenses incurred and reported elsewhere on his or her Return; and

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

The covered person may not have been a partner or S Corporation shareholder for the entire previous calendar year. In this case, the covered person's earnings are based on the monthly average of the sum of the listed amounts, averaged for the full number of months that he or she was a partner or an S Corporation shareholder during such calendar year.

#### For Sole Proprietors:

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

#### For Covered Persons Who Are Compensated on Less Than a 12 Month Basis:

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

#### For Covered Persons Whose Income Is Reported on a IRS Form 1099:

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

- (a) his or her earned income as reported on the 1099 form.
- (b) business expenses, as reported on Schedule C Part II of his or her Federal Income Tax Return, Form 1040.

Insured earnings also includes the covered person's contributions deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account.

Earnings based on excluded income and *employer* contributions deposited into such 401(k); 403(b); 457; or similar plan are excluded.

#### For All Other Covered Persons:

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

GP-1-LTD07-12.13 P383.1837

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

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

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

**Monthly Benefit:** This *plan's gross monthly benefit* reduced by other income. If a covered person is working while *disabled*, his or her *monthly benefit* will be further reduced based on the amount of his or her *disability earnings*.

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

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

GP-1-LTD07-12.14 P383.1118

#### Option A

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

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

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

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

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

**Rehabilitation Agreement:** A formal agreement between: (a) a covered person; (b) us; and (c) the covered person's *employer*, if needed. It outlines the *rehabilitation program* in which the covered person agrees to take part.

**Rehabilitation Program:** A program of work or job-related training for a covered person that we approve in writing. Its aim is to restore his or her wage earning abilities.

Retirement Plan: A defined benefit or defined contribution plan funded wholly or in part by the *employer*'s deposits for a covered person's benefit. The term does not include: (a) profit sharing plans; (b) thrift plans; (c) non-qualified deferred compensation plans; (d) individual retirement accounts; (e) tax sheltered annuities; (f) 401(k), 403(b), 457 or similar plans; or (g) stock ownership plans. *Retirement Plan* "retirement benefits" are lump sum or periodic payments at normal or early retirement. Some *retirement plans* make payments for disability (as defined by those plans) that start before normal retirement age. When such payments reduce the amount that would have been paid at normal retirement age, they are *retirement benefits*. When such payments do not reduce the normal retirement amount, they are "disability benefits."

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

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

GP-1-LTD07-12.15 P383.0209

#### **ELIGIBILITY FOR VISION CARE EXPENSE COVERAGE**

P505.0053

#### 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: (a) they are active full-time employees; or (b) qualified retirees.

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**

Full-time Requirement: We won't insure an employee unless he or she is an active full-time employee, or a qualified retiree.

GP-1-EC-90-1.0 P180.0173

# Option A

**Vision Enrollment Requirement:** An employee must enroll and agree to make required payments within 31 days of his or her eligibility date. If he or she fails to do so, he or she can't enroll until this plan's next vision open enrollment period.

This plan's vision open enrollment period occurs from November 1st to November 30th of each year.

Once an employee enrolls in this plan, he or she can't drop his or her vision coverage until this plan's next vision open enrollment period. And if he or she drops his or her vision coverage, he or she can't enroll again until the next vision open enrollment period.

If the employee initially waived vision coverage under this plan because he or she was covered for vision care benefits under another group plan, and he or she wishes to enroll in this plan because his or her coverage under the other plan ends, he or she may do so without waiting until the next vision open enrollment period. However, his or her coverage under the other plan must have ended due to one of the following events: (a) termination of a spouse's employment; (b) loss of eligibility under a spouse's plan; (c) divorce; (d) death of a spouse; or (e) termination of the other plan. But the employee must enroll in this plan within 30 days of the date that any of these events occur.

GP-1-EC-90-2.0 P505.0070

# Class 0001

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

GP-1-EC-90-4.0 P180.0936

**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 for Class 0001

# When Employee Coverage Starts

An employee must be actively at work, and working his or her regular number of hours, on the date his or her coverage is scheduled to start. And he or she must have met all of the conditions of eligibility which apply to him or her. If an employee is not actively at work on his or her scheduled effective date, we will postpone the start of his or her coverage until he or she returns to active work.

Sometimes, a scheduled effective date is not a regularly scheduled work day. But an employee's coverage will start on that date if he or she was actively at work, and working his or her regular number of hours, on his or her last regularly scheduled work day.

The scheduled effective date of an employee's coverage is as follows:

- If an employee must pay part of the cost of employee coverage, then 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 the eligibility date, his or her coverage is scheduled to start on his or her eligibility date. If he or she does this more than 31 days after his or her eligibility date, his or her coverage is scheduled to start on the date he or she signs his or her enrollment form.
- On non-contributory plans, subject to all the terms of this plan, an employee's coverage is scheduled to start on his or her eligibility date.

GP-1-EC-90-6.0 P505.0605

# Option A for Class 0001

# 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 last day of the month in which an employee's active full-time service ends for any reason other than disability. Such reasons include retirement (except for qualified retirees), layoff, leave of absence or the end of employment.
- the date an employee dies.
- the date the group plan ends, or is discontinued for a class of employees to which the employee belongs; or
- the day prior to the last premium due date for which required payments are made for the employee.
- the last day of the month in which an employee stops being an eligible employee under this plan for any reason not named above.

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

GP-1-EC-90-8.0 P505.1582

#### Option A for Class 0001

When Active Service Ends: You may continue an employee's vision expense 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 1 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 P505.0073

# Option A

# An Employee's Right To Continue Group 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.

If An Employee's Group Coverage Would End: Group coverage 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 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.
- The end of a total leave period of 26 weeks in one 12 month period, in the case of an employee who cares for a covered servicemember. This 26 week total leave period applies to all leaves granted to the employee under this section for all reasons.
- The end of a total leave period of 12 weeks in: (a) any 12 month period, in the case of any other employee; or (b) any later 12 month period in the case of an employee who cares for a covered servicemember.
- The date on which the employee's coverage would have ended had the employee not been on leave.
- The end of the period for which the premium has been paid.

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

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

GP-1-EC-90-7.0 P449.0523

#### Option A

#### **Definitions**

GP-1-EC-90-DEF-1 P180.0155

#### Option A

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

GP-1-EC-90-DEF-2 P180.0156

#### 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

#### Option A

**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

#### Option A

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

GP-1-EC-90-DEF-6 P180.0160

**Qualified Retirees** are covered as outlined in your company's benefit provisions. Please see your Plan Administrator for details.

GP-1-EC-90-DEF-8 P180.0331

#### 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 Coverage**

GP-1-DEP-90-1.0 P200.0305

#### Option A

Eligible Dependents For Dependent Vision Care Benefits: An employee's eligible dependents are: (a) his or her legal spouse; (b) his or her unmarried dependent children who are under age 26; and (c) his or her unmarried dependent children, from age 26 until their 26th birthday, who are enrolled as full-time students at accredited schools.

An unmarried dependent child who is not able to remain enrolled as a full-time student due to a medically necessary leave of absence may continue to be an eligible dependent until the earlier of: (a) the date that is one year after the first day of the medically necessary leave of absence; or (b) the date on which coverage would otherwise end under this plan. The employee must provide written certification by a treating physician which states that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary.

GP-1-DEP-90-2.0 P505.0649

#### 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 the time the child is placed in the employee's home for the purpose of adoption. We treat such a child this way whether or not a final adoption order is ever issued.

**Dependents Not Eligible:** We exclude any dependent who is insured by this plan as an employee. And we exclude any dependent who is on active duty in any armed force.

GP-1-DEP-90-3.0 P264.0005

**Handicapped Children:** An employee may have an unmarried child with a mental or physical handicap, or developmental disability, who can't support himself or herself. Subject to all of the terms of this coverage and the plan, such a child may stay eligible for dependent benefits past this coverage's age limit.

The child will stay eligible as long as he or she stays unmarried and unable to support himself or herself, if: (a) his or her conditions started before he or she reached the age limit; (b) he or she became insured before he or she reached the age limit, and stayed continuously insured until he or she reached such limit; and (c) he or she depends on the employee for most of his or her support and maintenance.

But, for the child to stay eligible, the employee must send us written proof that the child is handicapped and depends on the employee for most of his or her support and maintenance. The employee has 31 days from the date the child reaches the age limit to do this. We can ask for periodic proof that the child's condition continues. But, after two years, we can't ask for this proof more than once a year.

The child's coverage ends when the employee's does.

GP-1-DEP-90-4.0 P489.0030

#### Option A for Class 0001

When Dependent Coverage Starts: In order for an employee's dependent coverage to begin, he or she 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 or she elect to enroll all of his or her initial dependents and agree to make any required payments.

If the employee does this on or before his or her eligibility date, his or her dependent coverage is scheduled to start on the later of the date he or she signs the enrollment form and the date he or she becomes covered for employee coverage.

If the employee does this during the enrollment period, his or her dependent 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, he or she can't enroll his or her initial dependents until the next vision open enrollment period.

Once the employee has coverage for his or her initial dependents, he or she must notify us when he or she acquires any new dependents, and agree to make any additional payments required for the coverage. If the employee does this within 31 days of the date the newly acquired dependent becomes eligible, the dependent's coverage will start on the date the dependent becomes eligible. If the employee fails to notify us on time, he or she can't enroll the newly acquired dependent until the next vision open enrollment period.

Once a dependent is enrolled for vision care expense insurance, the coverage can't be dropped until the next vision open enrollment period. And once coverage is dropped for a dependent, the dependent can't be enrolled again until the next vision open enrollment period.

GP-1-DEP-90-6.0 P505.0606

#### Option A

**Exception:** If a dependent, other than a newborn child, is confined to a hospital or other health care facility; 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; or until he or she resumes the normal activities of someone of like age and sex.

GP-1-DEP-90-7.0 P200.0708

**Newborn Children:** We cover an employee's newborn child from the moment of birth if the employee is already insured for dependent vision coverage, and he or she notifies us within 31 days of the child's birth. If the employee fails to notify us on time, he or she can't enroll the child until the next vision open enrollment period.

If the newborn child is the employee's first eligible dependent, we cover the child from the moment of birth if the employee enrolls for dependent coverage and agrees to make any required payments within 31 days of the child's birth. If the employee fails to enroll on time, he or she can't enroll the child until the next vision open enrollment period.

If the newborn child is not the employee's first eligible dependent, but the employee did not previously enroll his or her other eligible dependents for vision care expense coverage, the employee can enroll the child during the next vision open enrollment period, if he or she also enrolls all of his or her other eligible dependents at this time.

GP-1-DEP-90-8.0 P505.0068

# Option A

When Dependent Coverage Ends: Dependent coverage ends for all of an employee's dependents when his or her employee coverage ends. But if an employee dies while insured, we'll automatically continue dependent benefits for those of his or her dependents who were insured when he or she died. We'll do this for six months at no cost, provided: (a) the group plan remains in force; (b) the dependents remain eligible dependents; and (c) in the case of a spouse, the spouse does not remarry.

If a surviving dependent elects to continue his or her dependent benefits under this plan's "Federal Continuation Rights" provision, or under any other continuation provision of this plan, if any, this free continuation period will be provided as the first six months of such continuation. Premiums required to be paid by, or on behalf of a surviving dependent will be waived for the first six months of continuation, subject to restrictions (a), (b) and (c) above. After the first six months of continuation, the remainder of the continuation period, if any, will be subject to the premium requirements, and all of the terms of the "Federal Continuation Rights" or other continuation provisions.

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 all or part of the cost of dependent coverage, and he or she fails to do so, his or her dependent coverage ends. It ends on the last day of the period for which he or she made the required payments, unless coverage ends earlier for other reasons.

An individual dependent's coverage ends when he or she stops being an eligible dependent. This happens to a child on the last day of the calendar year in which the child attains this plan's age limit, on the last day of the month in which he or she marries, or on the last day of the month in which a step-child is no longer dependent on the employee for support and maintenance.

GP-1-DEP-90-9.0 P505.1815-R

#### Option A

It happens to a spouse on the last day of the month in which a marriage ends in legal divorce or annulment.

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.

GP-1-DEP-90-9.0 P505.1786-R

#### **Definitions**

GP-1-DEP-90-DEF-1 P200.0210

#### Option A

**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 P200.0211

#### 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

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

#### ATTACHED TO AND MADE A PART OF GROUP INSURANCE POLICY NO. G-00463298-HC

issued by

The Guardian Life Insurance Company of America

(herein called the Insurance Company)

to

# Trustees of the Professional and Technical Services Industry Insurance Trust Fund with respect to COLUMBIA COLLEGE

(herein called the Policyholder)

Effective January 1, 2013, this rider amends the "Dependent Coverage" provisions as follows:

An employee's domestic partner will be eligible for vision care coverage under this plan. Coverage will be provided subject to all the terms of this plan and to the following limitations:

To qualify for such coverage, both the employee and his or her domestic partner must:

- be 18 years of age or older;
- be unmarried, constitute each other's sole domestic partner and not have had another domestic partner in the last 12 months;
- share the same permanent address for at least 12 consecutive months and intend to do so indefinitely;
- share joint financial responsibility for basic living expenses including food, shelter and medical expenses;
- not be related by blood to a degree that would prohibit marriage in the employee's state of residence;
- be financially interdependent which must be demonstrated by at least four of the following:
  - a. ownership of a joint bank account;
  - b. ownership of a joint credit account;
  - c. evidence of a joint mortgage or lease;
  - d. evidence of joint obligation on a loan;
  - e. joint ownership of a residence;
  - f. evidence of common household expenses such as utilities or telephone;
  - g. execution of wills naming each other as executor and/or beneficiary;
  - h. granting each other durable powers of attorney;
  - i. granting each other health care powers of attorney;
  - j. designation of each other as beneficiary under a retirement benefit account; or
  - k. evidence of other joint financial responsibility.

The employee must complete a "Declaration of Domestic Partnership" attesting to the relationship.

The domestic partner's dependent children will be eligible for coverage under this plan on the same basis as if the children were the employee's dependent children.

Coverage for the domestic partner and his or her dependent children ends when the domestic partner no longer meets the qualifications of a domestic partner as indicated above. Upon termination of a domestic partnership, a "Statement of Termination" must be completed and filed with the employer. Once the employee submits a "Statement of Termination," he or she may not enroll another domestic partner for a period of 12 months from the date of the previous termination.

And, the domestic partner and his or her children will be not eligible for:

- a. survivor benefits upon the employee's death as explained under the "When Dependent Coverage Ends" section; or
- b. continuation of vision care coverage as explained under the "Federal Continuation Rights" section and under any other continuation rights section of this plan, unless the employee is also eligible for and elects continuation.

This rider is a 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 , , , ,
	Trustees of the Professional and Technical Services Industry Insurance Trust Fund Full or Corporate Name of Policyholder
	BY:
Witness	Signature and Title

The Guardian Life Insurance Company of America

Michael Prestileo, Senior Vice President

Morke

GP-1-A-DMST-96 P505.0084

#### VISION CARE EXPENSE INSURANCE

This insurance will pay many of an Employee's and his or her covered dependent's vision care expenses. What we pay and the terms for payment are explained below.

GP-1-VSN-96-VIS P505.0010

#### Option A

# Vision Service Plan This Plan's Vision Care Preferred Provider Organization

**Vision Service Plan:** This Plan is designed to provide high quality vision care while controlling the cost of such care. To do this, the Plan encourages a Covered Person to seek vision care from doctors and vision care facilities that belong to Vision Service Plan (VSP), a vision care Preferred Provider Organization (PPO).

This vision care PPO is made up of Preferred Providers in a Covered Person's geographic area. A vision care Preferred Provider is a vision care practitioner or a vision care facility that: (a) is a current provider of VSP; and (b) has a participatory agreement in force with VSP.

Use of the vision care PPO is voluntary. A Covered Person may receive vision care from any vision care provider. And, he or she is free to change providers at any time. But, this Plan usually pays more in benefits for covered services furnished by a vision care Preferred Provider. Conversely, it usually pays less for covered services not furnished by a vision care Preferred Provider.

When an Employee and his or her dependents enroll in this Plan, they will get an enrollment packet which will tell them how to obtain benefits and information about current vision care Preferred Providers.

What we pay is based on all the terms of this Plan. The Covered Person should read this material with care, and have it available when seeking vision care. Read this Plan carefully for specific benefit levels, Copayments, Deductibles, payment rates and payment limits.

The Covered Person can call VSP if he or she has any questions after reading this material.

**Choice Of Preferred Providers:** When a person becomes enrolled in this Plan, he or she will receive a list of VSP Preferred Providers in his or her area. A Covered Person may receive vision services from any VSP Preferred Provider.

**Replacement Of Preferred Provider:** If a Preferred Provider terminates his or her relationship with VSP for any reason, VSP shall be responsible for furnishing vision services to Covered Persons either through that provider or through another VSP Preferred Provider.

**Pre-Authorization Of Preferred Provider Services:** When a Covered Person desires to receive treatment from a Preferred Provider, the Covered Person must contact the Preferred Provider BEFORE receiving treatment. The Preferred Provider will contact VSP to verify the Covered Person's eligibility and VSP will notify the Preferred Provider of the 60 day time period during which the Covered Person may schedule an appointment. If the Covered Person cancels an appointment and reschedules it, it must be done within those 60 days. If the appointment is not rescheduled during the previously approved time period, the Covered Person must contact the Preferred Provider again to receive authorization.

What we pay is subject to all of the terms of this Plan.

GP-1-VSN-96-PPOA P505.0012

**Pre-Treatment Review For Necessary Contact Lenses:** Subject to prior approval by VSP consultants, we will pay benefits for Necessary Contact Lenses provided to a Covered Person. A Covered Person's doctor must request approval for Necessary Contact Lenses from VSP.

No benefits will be paid for Necessary Contact Lenses if prior approval is not received from VSP.

What we pay for Necessary Contact Lenses is subject to all of the terms of this Plan.

GP-1-VSN-96-PTR2 P505.0017

#### Option A

Claim Appeals And Arbitration Of Disputes: If, under the provisions of this Plan, a claim for benefits is denied in whole or in part, a request, in writing, may be submitted to VSP for a full review of the denial.

The written request must be made to the Plan Administrator within 60 days following the denial of benefits. The request should contain sufficient information to identify the Covered Person whose benefits were denied. This includes the name of the Covered Person, the Employee's social security number and the Employee's date of birth. The Covered Person may state the reasons he or she believes that the denial of the claim was in error and may provide any pertinent documents which he or she wished to be reviewed. The Plan Administrator will review the claim and give the Covered Person the opportunity to review pertinent documents, submit any statements, documents or written arguments in support of the claim, and appear personally to present materials or arguments. The determination of the Plan Administrator, including specific reasons for the decision, shall be provided and communicated to the Covered Person in writing within one hundred twenty (120) days after receipt of a request to review.

Any dispute or question arising between VSP and any Covered Person involving the application, interpretation or performance under this Plan can be settled, if possible, by amicable and informal negotiations, allowing such opportunity as may be appropriate under the circumstances for fact finding and mediation. If any issue cannot be resolved in this fashion, it may be submitted to arbitration, if both parties agree. However, any mediation or arbitration is not required. The outcome of any arbitration will not be binding on the Covered Person.

**Preferred Provider Grievance Procedures:** Grievances are handled by VSP's Professional Relations Vice President for action. The grievance process is designed to address Covered Person's concerns quickly and satisfactorily. The following grievance procedures have been established:

- (1) The patient's written complaint will be referred to VSP's Professional Relations Vice President for action. VSP's Professional Relations Vice President will acknowledge receipt of the written complaint within ten (10) working days.
- (2) The complaint will be evaluated within twenty (20) working days and, if deemed appropriate, the original examining doctor will be contacted.
- (3) If the complaint can be resolved within twenty (20) working days, the disposition of the complaint will be forwarded to the Covered Person. Otherwise, a notice of will be sent to the Covered Person advising the time for resolution. Complaints will be resolved within thirty (30) working days thereafter.
- (4) Grievance procedures and complaint forms will be maintained in each Preferred Provider's office.
- (5) All complaints will be retained in the Professional Relations Department.

Complaints or grievances may be sent to the Professional Relations Vice President at:

Vision Service Plan, Inc. 3333 Quality Drive Rancho Cordova, California 95670 (877) 814-8970 or (800) 877-7195

GP-1-VSN-96-APP-MO P505.0104

#### **How This Plan Works**

We pay benefits for the covered charges a Covered Person incurs as follows. The services and supplies covered under this Plan are explained in the "Covered Services and Supplies" section of this Plan. What we pay is subject to all of the terms of this Plan. Read the entire Plan to find out what we limit or exclude.

# Services or Supplies From a Preferred Provider

If a Covered Person uses the services of a Preferred Provider, the Preferred Provider must receive approval from VSP prior to providing the Covered Person with any service or supply. See the "Pre-Authorization of Preferred Provider Services" section of this Plan for specific requirements.

**Copayments:** The Covered Person must pay a Copayment when he or she receives services from a Preferred Provider. We pay benefits for the covered charges a Covered Person incurs in excess of the Copayment. This Plan's Copayments are as follows:

**Payment Limits:** Payment limits, durational or monetary, are shown in the "Covered Services and Supplies" section of this Plan. When a monetary payment limit is set for a pair of materials, the limit is automatically halved if only one item is purchased.

**Payment Rates:** Once a Covered Person has paid any applicable Copayment, we pay benefits for covered charges under this Plan as follows. What we pay is subject to all of the terms of this Plan.

**Discounts:** If a Covered Person receives a vision examination, and lenses or frames from a Preferred Provider, he or she will receive a discount on the cost of purchasing an unlimited number of additional prescription glasses and non-prescription sunglasses from any Preferred Provider. The Covered Person may also receive a discount on the costs of evaluation and fitting of contact lenses. No discount applies to contact lenses or materials. The discount is available for 12 months after the initial examination.

The discounts are:

If a Covered Person receives a vision examination, and lenses or frames from a Preferred Provider, he or she will receive a discount on the cost of purchasing an unlimited number of additional prescription glasses and non-prescription sunglasses from the same Preferred Provider on the same day.

The discounts are:

GP-1-VSN-96-BEN1 P505.0758

# Services or Supplies From a Non-Preferred Provider

If a Covered Person uses the services of a Non-Preferred Provider, the Covered Person must submit the itemized bill to VSP for claims payment. All claims must be sent to VSP within 180 days of the date services are completed or supplies are received. The benefits we pay are subject to all of the terms of this Plan.

Cash Deductible For Services of a Non-Preferred Provider: There are separate cash Deductibles for each covered service provided by a Non-Preferred Provider. These cash Deductibles are shown below. The Covered Person must have covered charges in excess of the cash Deductible before we pay him or her any benefits for the service or supply.

For each visit to a Non-Preferred Provider ......\$20.00

**Payment Limits:** Payment limits, durational or monetary, are shown in the "Covered Services and Supplies" section of this Plan. When a monetary payment limit is set for a pair of materials, the limit is automatically halved if only one item is purchased.

**Payment Rates:** Once a Covered Person has met any applicable Deductible, we pay benefits for Covered Charges under this Plan as follows. What we pay is subject to all of the terms of this Plan.

GP-1-VSN-96-BEN2 P505.0026

# Option A

# **Covered Charges**

Covered charges are the Usual and Customary charges for the services and supplies described below. We pay benefits only for covered charges Incurred by a Covered Person while he or she is insured by this Plan. Charges in excess of any payment limits shown in this Plan are not covered charges.

# **Covered Services and Supplies**

This section lists the types of charges we cover. But what we pay is subject to all of the terms of this Plan. Read the entire Plan to find out what we limit or exclude.

All covered vision services must be furnished by or under the direct supervision of an optometrist, ophthalmologist or other licensed or qualified vision care provider. The services or supplies must be the Usual and Customary treatment for a vision condition.

**Vision Examinations:** We cover charges for comprehensive vision care examinations. Such examinations include a complete analysis of the eyes and related structures to determine the presence of vision problems or other abnormalities. When a vision examination indicates that new lenses or frames or both are Visually Necessary and Appropriate for the proper visual health of a Covered Person, professional services covered by this Plan include:

- prescribing and ordering of proper lenses;
- assisting in the selection of frames;
- verifying the accuracy of finished lenses;
- proper fitting and adjustment of frames;
- subsequent adjustments to frames to maintain comfort and efficiency; and
- progress or follow-up work as necessary.

We don't cover more than one vision examination in any 12 month period.

And if a Covered Person uses a Non-Preferred Provider, we limit what we pay for each vision examination to \$50.00.

GP-1-VSN-96-LIST1 P505.0028

#### Option A

**Standard Lenses:** We cover charges for single vision, bifocal, trifocal or lenticular lenses. We cover glass, plastic or for dependent children to age 26, polycarbonate lenses.

If a covered person uses a non-preferred provider, we limit what we pay to

- \$48.00 for each pair of single vision lenses
- \$67.00 for each pair of bifocal lenses
- \$86.00 for each pair of trifocal lenses and
- \$126.00 for each pair of lenticular lenses.

GP-1-VSN-05-SL P505.0333

#### Option A

We do not cover charges for more than one set of standard lenses in any 12 month period.

GP-1-VSN-05-SL P505.0335

#### Option A

**Standard Frames:** We cover charges for standard frames.

If a covered person uses a preferred provider, we cover charges up to a retail frame allowance of \$130.00, plus 20% of any amount over the allowance

If a covered person uses a non-preferred provider, we limit what we pay for each set of standard frames to \$48.00.

We don't cover charges for more than one set of standard frames in any 12 month period.

If the covered person chooses elective contact lenses, we do not cover standard frames for 12 months from the date the elective contacts are purchased.

GP-1-VSN-05-SF P505.1167

#### Option A

**Necessary Contact Lenses:** We cover charges for Necessary Contact Lenses upon prior approval by VSP. We cover charges, and charges for related professional services, only if the lenses are needed:

- (a) following cataract surgery;
- (b) to correct extreme visual acuity problems that cannot be corrected with spectacle lenses;
- (c) for certain conditions of Anisometropia; or
- (d) for Keratoconus.

We don't cover charges for more than one pair of Necessary Contact Lenses in any 12 month period.

If a Covered Person receives Necessary Contact Lenses from a Preferred Provider, we pay 100% of covered charges. If he or she receives Necessary Contact Lenses from a Non-Preferred Provider, we limit what we pay to \$210.00 in any 12 month period.

GP-1-VSN-96-LIST7 P505.0031

**Elective Contact Lenses:** We cover charges for elective contact lenses, but only in lieu of standard lenses and standard frames. We cover charges for hard, rigid gas permeable, soft, disposable, 30-day extended wear, daily-wear and planned replacement elective lenses.

If we cover charges for elective contact lenses, we will not cover charges for standard lenses for 12 months and standard frames for at least 12 months.

We limit what we pay for elective contact lenses to \$130.00 once every 12 months.

GP-1-VSN-05-ECL P505.0347

# **Special Limitations**

If This VSP Plan Replaces Another VSP Plan: If, prior to being covered under this Plan, a Covered Person was covered by another vision care plan with VSP under which he or she received a covered service within 6 months prior to the effective date of this Plan, the date he or she received such a covered service will be used as the last date of service when applying the Benefit Period limitations under this Plan. We apply this provision only if the Covered Person was enrolled in another VSP plan immediately before enrolling in this Plan.

GP-1-VSN-96-SL1 P505.0035

#### Option A

#### **Exclusions**

- We won't pay for Orthoptics or vision training and any associated supplemental testing.
- We won't pay for medical or surgical treatment of the eyes.
- We won't pay for any eye examination or corrective eyewear required by an employer as a condition of employment.

GP-1-VSN-96-EXC1 P505.0037

#### Option A

We will not pay for plano lenses (lenses with less than a .38 diopter power).

We will not pay for two sets of glasses in lieu of bifocals.

We will not pay for replacement of lenses and frames furnished under this plan which are lost or broken, except at normal intervals when services are otherwise available.

We will not pay for blended lenses.

We will not pay for oversized lenses.

We will not pay for the laminating of the lens or lenses.

We will not pay for a frame that costs more than the plan allowance.

We will not pay for UV (ultraviolent protected lenses).

We will not pay for cosmetic lenses or any cosmetic process, unless specifically shown as covered in the "Covered Services and Supplies" section.

We will not pay for progressive multifocal lenses.

We will not pay for the coating of the lens or lenses.

GP-1-VSN-05-EXC P505.0349

#### Option A

Charges not covered due to this provision are not considered covered vision services and cannot be used to satisfy this Plan's Copayments or Deductibles, if any.

GP-1-VSN-96-EXC17 P505.0040

#### **Definitions**

Anisometropia means a condition of unequal refractive state for the two eyes, one eye requiring different lens correction than the other.

GP-1-VSN-96-DEF1 P505.0041

#### Option A

**Benefit Period** means the time period beginning when a covered service is received and extending to the date on which, according to the time limitations contained in this Plan, the covered service is again available to a Covered Person.

**Blended Lenses** mean bifocals which do not have a visible dividing line.

**Coated Lenses** means substance added to a finished lens on one or both surfaces.

**Copayment** means a charge, expressed as a fixed dollar amount, required to be paid by or on behalf of a Covered Person to a Preferred Provider at the time covered vision services are received.

**Covered Person** with respect to vision care insurance, means an Employee or eligible dependent who meets this Plan's eligibility criteria and who is covered under this Plan.

Customary means, when referring to a covered charge, that the charge for the covered vision condition isn't more than the usual charge made by most other doctors with similar training and experience in the same geographic area.

**Deductible** means any amount which a Covered Person must pay before he or she is reimbursed for covered services provided by a Non-Preferred Provider.

**Incurred,** or **Incurred Date** means the placing of an order for lenses, frames or contact lenses, or the date on which such an order was placed.

GP-1-VSN-96-DEF2 P505.0042

#### Option A

**Keratoconus** means a development or dystrophic deformity of the cornea in which it becomes coneshaped due to a thinning and stretching of the tissue in its central area.

**Lenticular Lenses** mean high-powered lenses with the desired prescription power found only in the central portion. The outer carrier portion has a front surface with a changing radius of curvature.

GP-1-VSN-96-DEF3 P505.0046

#### Option A

**Preferred Provider** with respect to vision care insurance, means an optometrist, ophthalmologist or optician or other licensed and qualified vision care provider who has contracted with the Plan to provide vision care services and/or vision care materials on behalf of Covered Persons of the Plan.

**Non-Preferred Provider** with respect to vision care insurance, means any optometrist, optician, ophthalmologist, or other licensed and qualified vision care provider who has not contracted with the Plan to provide vision care services and/or vision care materials to Covered Persons of the Plan.

GP-1-VSN-96-DEF6 P505.0048

**Orthoptics** means the teaching and training process for the improvement of visual perception and coordination of two eyes for efficient and comfortable binocular vision.

GP-1-VSN-96-DEF7 P505.0050

#### Option A

Oversize Lenses mean larger than a Standard Lens blank, to accommodate prescriptions.

Photochromic Lenses mean lenses which change color with the intensity of sunlight.

Plan means the Vision Service Plan group policy of vision care services described herein.

**Plan Benefits** with respect to vision care insurance, mean the vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under this Plan.

Plano Lenses mean lenses which have no refractive power (lenses with less than a +/- .38 diopter power).

**Standard Frames** mean frames valued up to the limit published by VSP which is given to Preferred Providers.

Standard Lenses mean regular glass or plastic lenses. See the Special Limitations for what we limit or exclude.

Tinted Lenses mean lenses which have an additional substance added to produce constant tint.

**Usual** means, when referring to a covered charge, that the charge is the doctor's standard charge for the service furnished. If more than one type of service can be used to treat a vision condition, "usual" refers to the charge for the least expensive type of service which meets the accepted standards of vision care practice.

**Visually Necessary or Appropriate** means medically or visually necessary to for the restoration or maintenance of a Covered Person's visual acuity and health and for which there is no less expensive professionally acceptable alternative.

GP-1-VSN-96-DEF8 P505.0051

#### ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00463298-HC

issued by

The Guardian Life Insurance Company of America

(herein called the Insurance Company)

to

# Trustees of the Professional and Technical Services Industry Insurance Trust Fund with respect to COLUMBIA 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 , , , ,
	Trustees of the Professional and Technical Services Industry Insurance Trust Fund Full or Corporate Name of Policyholder
	BY:
Witness	Signature and Title

The Guardian Life Insurance Company of America

Michael Prestileo, Senior Vice President

GUR-1 P531.0022

#### GROUP POLICY AMENDATORY RIDER

This Rider amends the Policy as follows and is effective on the Policy Date. If this Rider is added after the Policy Date, the Rider becomes effective on its issue date.

1. The Suicide exclusion in the section **Employee Optional Group Term Life Insurance**, if it appears in your Policy, is replaced by the following Suicide exclusion:

**Suicide Exclusion:** We pay no benefits if the employee's death is due to suicide, if such death occurs within one year 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 one year from the effective date of the increase.

If the employee dies within one year from the *employee*'s optional group term life insurance effective date under this *plan*, we will promptly refund all premiums paid for the coverage.

If the employee dies within one year from the date of any increase in his or her *employee* optional group term life insurance under this *plan*, we will promptly refund all premiums paid for the increase.

2. The Suicide exclusion in the section **Dependent Spouse and Child Optional Group Term Life Insurance**, if it appears in your Policy is replaced by the following Suicide exclusion:

**Suicide Exclusion:** We pay no benefits if the dependent's death is due to suicide, if such death occurs within one year 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 one year from the effective date of the increase.

If the dependent dies within one year from the effective date of the dependent's optional group term life insurance effective date under this *plan*, we will promptly refund all premiums paid for the coverage.

If dependent dies within one year from the date of any increase in the dependent's optional group term life insurance under this *plan*, we will promptly refund all premiums paid for the increase.

This Rider is part of the Policy. Except as stated in this Rider, nothing contained in this Rider changes or affects any other terms of this Policy.

The Guardian Life Insurance Company of America

MroPox

Michael Prestileo, Senior Vice President

GP-1-A-SUICIDE-MO P531.0663

#### ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00463298-HC

issued by

The Guardian Life Insurance Company of America

(herein called the Insurance Company)

to

# Trustees of the Professional and Technical Services Industry Insurance Trust Fund with respect to COLUMBIA 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 Voluntary Accidental Death and Dismemberment Insurance as follows:

The Voluntary Accidental Death and Dismemberment 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 , , , ,		
	Trustees of the Professional and Technical Services Industry Insurance Trust Fund Full or Corporate Name of Policyholder		
Witness	BY:Signature and Title		

The Guardian Life Insurance Company of America

Michael Prestileo, Senior Vice President

MasPoo

GUR-1 P531.0021

#### ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00463298-HC

issued by

The Guardian Life Insurance Company of America

(herein called the Insurance Company)

to

# Trustees of the Professional and Technical Services Industry Insurance Trust Fund with respect to COLUMBIA COLLEGE

(herein called the Policyholder)

The Policyholder and the Insurance Company hereby agree that the Group Policy is hereby amended effective January 1, 2011 as follows:

The Vision 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 , , ,
	To often of the Body and a different Continue to the Lorentz Tout Find
	<u>Trustees of the Professional and Technical Services Industry Insurance Trust Fund</u> Full or Corporate Name of Policyholder
	BY·
Witness	Signature and Title

The Guardian Life Insurance Company of America

Michael Prestileo, Senior Vice President

GUR-1 P505.1197

#### All Options

#### ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00463298-HC

issued by

#### THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

(herein called Guardian)

to

# Trustees of the Professional and Technical Services Industry Insurance Trust Fund with respect to **COLUMBIA COLLEGE**

(herein called the Policyholder)

This Rider amends the Policy as follows and is effective on its issue date:

- The "Non-Participating No Dividends Payable" notice on the Policy face page is replaced with "Dividends Apportioned Annually, if Payable".
- The Dividends provision is added or replaced in its entirety within the General Provisions as shown below.

#### **Dividends**

The portion, if any, of the divisible surplus of Guardian allocable to this Policy at each Policy Anniversary will be determined annually by the Board of Directors of 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.

Finally, please note that it is not expected that any dividends will be payable under this Policy.

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

Dated at Bethlehem, PA This 23rd Day of September 2021

Harris Oliner, Senior Vice President,

Corporate Secretary

Michael Prestileo. Senior Vice President

P070.0043

#### ATTACHED TO AND MADE A PART OF GROUP INSURANCE POLICY NO. G-00463298-HC

issued by

The Guardian Life Insurance Company of America

(herein called the Insurance Company)

to

# Trustees of the Professional and Technical Services Industry Insurance Trust Fund with respect to COLUMBIA COLLEGE

(herein called the Policyholder)

As of January 1, 2011, this plan is amended, as explained below, with respect to any of this plan's provisions.

As used in this rider:

"Covered Person" means an employee or dependent, including the legal representative of a minor or incompetent, insured by this plan.

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

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

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

If a covered person makes a claim to us for medical, dental or loss of earnings benefits under this plan prior to receiving payment from a third party or its insurer, the covered person must agree, in writing, to repay us from any amount of money they receive from the third party, or its insurer.

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

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

This rider is a part of any other terms of t	· · · · · · · · · · · · · · · · · · ·	ider, nothing contained in this rider changes or affects
Dated at	This	Day of , ,
		echnical Services Industry Insurance Trust Fund orate Name of Policyholder
	BY:	
Witness		Signature and Title
	Т	he Guardian Life Insurance Company of America
	M	lichael Prestileo, Senior Vice President
GP-1-TPL-90		P600.0003

\* \* \* \* \*

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	23rd	Day of	September	, 2021
	<u>Trustees o</u>	of the Prof		Technical Service		nce Trust Fund
Witness			BY:		Signature and Tit	tle

The Guardian Life Insurance Company of America

Michael Prestileo, Senior Vice President

# 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 10 Hudson Yards, New York, New York 10001

POLICYHOLDER: COLUMBIA COLLEGE

GROUP POLICY NUMBER DELIVERED IN POLICY DATE

G-00463298 Missouri January 1, 2015

POLICY ANNIVERSARIES: January 1st of each year, beginning in 2012

**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 September 23, 2021 which is its date of issue.

Michael Prestileo, Senior Vice President

# GROUP INSURANCE POLICY Providing Critical Illness 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.

P023.1690

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# **GENERAL PROVISIONS**

**Definitions** 

The terms shown below have the meanings shown below.

**Accident and Health Insurance:** This term means any accidental death and dismemberment, critical illness, dental, long term disability income, short term disability income, vision care, accident, or cancer insurance provided by the plan.

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

**Employee:** This term means a person who meets the employment requirements established by You. 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 Accident and Health insurance Policy purchased by You.

**Qualified Retiree:** This term means an Employee who retires and meets Your retirement requirements for continuation of coverage

**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.

P023.0005

#### Option A

# 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.

# **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.

P023.0016

# 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 first 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.

# 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.

P023.0021

# Term of Policy - Renewal Privilege

This Policy is issued for a term of one year from the Policy Date shown on 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. If dependent insurance is provided, on a non-contributory basis, all dependents 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 the number of Employees is below Our minimum group size requirements.

P020.1081

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 Employee 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.

P020.1346

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.

P023.0090

#### 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.

P023.0029

#### Option A

# **Assignment**

For Accident and Health 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.

P023.0034

#### Option A

# Dividends

The portion, if any, of the divisible surplus of 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.

P023.0039

#### Option A

# **Employees 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.

# **Employee 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.

P023.0041

#### Option A

# **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.

P023.0042

#### Option A

# Records - Information To Be Furnished

You must keep a record of the insured Employees containing, for each Employees, 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.

P023.0044

#### 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 may reasonably require during the pendency of the claim. 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.

P023.1851

#### Option A

# **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 the requirements of that law or regulation.

#### **New Entrants**

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

P023.0049

#### Option A

# **Critical Illness Claims Provisions**

An Employee's right to make a claim for any Accident and Health 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 the Policy number. If the claim is being made for any other Covered Person, his or her name should also be shown.

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:** The Employee must send 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.

Late Notice Or Proof: We will not void or reduce the Employee 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. In no event, except in the absence of legal capacity of the claimant, may proof of loss be sent later than one year from the time proof is otherwise required.

**Payment Of Benefits:** The Employee must submit 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.

We will pay all Critical Illness benefits as soon as We receive written proof of loss, but not more than 30 days after written proof of loss is received by Us.

Unless otherwise required by law or regulation, We pay all Critical Illness benefits to the Employee if he or she is living. If he or she is not living, We have the right to pay all Critical Illness benefits to one of the following the Employee: (1) estate; (2) spouse; (3) parents; (4) children; or (5) brothers and sisters. See the section in the applicable Certificate describing Critical Illness benefits for how Critical Illness 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 Accident and Health benefits provided by this Policy are not in place of and do not affect requirements for coverage by Workers' Compensation.

P023.1852

# When An Employee's Active Service Ends

**Critical Illness Coverage:** You may continue an Employee's Critical Illness coverage after his or her active service with You ends only as follows:

- If an Employee's active service ends because he or she is disabled, You may continue his or her coverage subject to all of the terms of this Policy.
- If an Employee's active service ends because he or she goes on a leave of absence You have approved or is laid off, You may continue his or her coverage for the rest of the policy month in which the leave or temporary layoff starts, plus 1 more full policy month(s). But, if the Employee joins any armed force before this period ends, You may continue his or her coverage until the later of: (1) the date he or she becomes a member of such armed force; or (2) the date the Employee's optional continuance ends as provided under the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended.

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.

P020.1340

#### SCHEDULE OF OPTION PACKAGES

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

# **Class Description**

Class 0001 ALL OTHER ELIGIBLE EMPLOYEES

P023.0077

Option A

# **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 part of this Policy.

P023.0081

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

P023.0079

**Option A** Employee and Dependent Critical Illness insurance.

P020.1084

# **ATTACHED CERTIFICATES**

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

P023.0128

Class 0001 A.

P023.0131

### Option A

The Certificate(s) describe the Accident and Health 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 documents approved by Guardian, and the provisions of the Certificate that apply to that option.

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

P023.0130

# The Guardian Life Insurance Company of America Schedule of Premium Rates Critical Illness 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 premium rate(s) set forth below at the times and in the manner set forth in the Premiums section of the Policy.

P023.1856

# Option A

Premium Rates

Voluntary Critical Illness Coverage

P020.1110

#### Option A Class 0001

The following sets of rates represent the rate per \$1,000.00 of coverage.

#### Non-tobacco Rates

Age		
From	Through	
		Rate per Employee
15	29	\$ 0.368
30	39	\$ 0.680
40	49	\$ 1.380
50	59	\$ 2.496
60	99	\$ 4.000

#### **Tobacco Rates**

Age		
From	Through	
		Rate per Employee
15	29	\$ 0.062
30	39	\$ 1.168
40	49	\$ 2.900
50	59	\$ 5.000
60	99	\$ 8.000

P020.1113

# Option A Class 0001

The following set of rates represents the rate per Employee based on age for this Plan's optional benefits.

### Non-tobacco Rates

Age From Through

15	29	\$ 1.50
30	39	\$ 1.50
40	49	\$ 1.50
50	59	\$ 1.50
60	99	\$ 1.50

# **Tobacco Rates**

Age		
From	Through	
15	29	\$ 1.50
30	39	\$ 1.50
40	49	\$ 1.50
50	59	\$ 1.50
60	99	\$ 1.50

P020.1125-R

# Option A

P020.1330-R

Option A Premium Rates

Dependent Spouse Voluntary Critical Illness Coverage

P020.1194-R

Option A Class 0001

The following sets of rates represent the rate per \$1,000.00 of coverage.

# Non-tobacco Rates

Age		
From	Through	Rate per Insured Spouse
15	29	\$ 0.368
30	39	\$ 0.680
40	49	\$ 1.380
50	59	\$ 2.496
60	99	\$ 4.000

# **Tobacco Rates**

Age		
From	Through	Rate per Insured Spouse
15	29	\$ 0.620
30	39	\$ 1.168
40	49	\$ 2.900
50	59	\$ 5.000
60	99	\$ 8.000

P020.1198-R

Option A Class 0001

<sup>&</sup>quot;Age" means the Employee's age in years as of the Policy Issue Date.

The following set of rates represents the rate per dependent spouse based on age for this Plan's optional benefits.

# Non-tobacco Rates

Age		
From	Through	Rate per Insured Spouse
15 30 40 50	29 39 49 59	\$ 1.50 \$ 1.50 \$ 1.50 \$ 1.50 \$ 1.50

#### Non-tobacco Rates

Age		
From	Through	Rate per Insured Spouse
15	29	\$ 1.50
30	39	\$ 1.50
40	49	\$ 1.50
50	59	\$ 1.50
60	99	\$ 1.50

P020.1217-R

#### Option A

"Age" means the Employee's age in years as of the Policy Issue Date.

P020.1330

Option A Premium Rates

# Dependent Child Voluntary Critical Illness Coverage

P020.1301

#### Option A Class 0001

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

P020.1303

# Option A Class 0001

The following set of rates represents the rate per dependent child for this Plan's optional benefits.

P020.1309

# Option A

# **Definitions**

The terms shown below have the meanings shown below.

P023.0113

# Option A

**Insurance Age:** This term means the Covered Person's age in years as of his or her birthday which is nearest the Policy's insurance age redetermination date. We consider the Covered Person to attain that age on such date. And, We redetermine his or her premium rate on that date.

For example, if the insurance age redetermination date is June 1, a Covered Person who attains age 30 on May 15 will be charged the age 30 premium rate as of the following June 1. A Covered Person who attains age 30 on October 10 is charged the age 30 premium rate as of the preceding June 1.

**Insurance Age Redetermination Date:** This term means the Policy effective date at the time when this Policy takes effect. After that, it means the Policy Anniversary Date.

P023.0114

#### ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00463298-HC

issued by

#### THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

(herein called Guardian)

to

#### Trustees of the Professional and Technical Services Industry Insurance Trust Fund with respect to **COLUMBIA COLLEGE**

(herein called the Policyholder)

This Rider amends the Policy as follows and is effective on its issue date:

- The "Non-Participating No Dividends Payable" notice on the Policy face page is replaced with "Dividends Apportioned Annually, if Payable".
- The Dividends provision is added or replaced in its entirety within the General Provisions as shown below.

#### **Dividends**

The portion, if any, of the divisible surplus of Guardian allocable to this Policy at each Policy Anniversary will be determined annually by the Board of Directors of 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.

Finally, please note that it is not expected that any dividends will be payable under this Policy.

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

Dated at Bethlehem, PA This 23rd Day of September 2021

Harris Oliner, Senior Vice President,

Corporate Secretary

Michael Prestileo. Senior Vice President

P070.0043

#### The Guardian Life Insurance Company of America

A Mutual Company - Incorporated 1860 by the State of New York 10 Hudson Yards, New York, New York 10001

POLICYHOLDER: COLUMBIA COLLEGE

GROUP POLICY NUMBER DELIVERED IN POLICY DATE

G-00463298 Missouri January 1, 2011

POLICY ANNIVERSARIES: January 1st of each year, beginning in 2012

**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 September 23, 2021 which is its date of issue.

Michael Prestileo, Senior Vice President

# GROUP INSURANCE POLICY Providing Accident 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.

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#### **GENERAL PROVISIONS**

**Definitions** 

The terms shown below have the meanings shown below.

**Accident and Health Insurance:** This term means any accidental death and dismemberment, critical illness, dental, long term disability income, short term disability income, vision care, accident, or cancer insurance provided by the plan.

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

**Employee:** This term means a person who meets the employment requirements established by You. 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 Accident and Health insurance Policy purchased by You.

Qualified Retiree: This term means an Employee who retires and meets Your retirement requirements for continuation of coverage

**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.

P023.0005

#### Option A

# 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.

#### **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.

P023.0016

## 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 first 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.

# 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.

# **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.

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.

P023.0022

#### Option A

### 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 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.

P023.0027

#### 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.

P023.0029

#### Option A

# **Assignment**

For Accident and Health 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.

P023.0034

#### Option A

#### **Dividends**

The portion, if any, of the divisible surplus of 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.

P023.0039

#### Option A

# **Employees 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.

# **Employee 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.

P023.0041

#### Option A

#### **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.

P023.0042

#### Option A

#### Records - Information To Be Furnished

You must keep a record of the insured Employees containing, for each Employees, 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.

P023.0044

#### 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. 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.

P023.0045

#### Option A

# **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 the requirements of that law or regulation.

#### **New Entrants**

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

P023.0049

#### Option A

#### **Accident and Health Claims Provisions**

An Employee's right to make a claim for any Accident and Health 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 the Policy number. If the claim is being made for any other Covered Person, his or her name should also be shown.

Claim Forms: We will furnish the Employee or the Policyholder for delivery to such Employee with claim forms for filing proof of loss within 15 days of receipt of notice. If We do not furnish the forms before the expiration of 15 days the Employee making such claim shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, character, and extent of the loss for which claim is made.

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

Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

Payment Of Benefits: We will pay all Accident and Health benefits as soon as We receive written proof of loss.

Unless otherwise required by law or regulation, We pay all Accident and Health benefits to the Employee if he or she is living. If he or she is not living, We have the right to pay all Accident and Health benefits, except accidental death and dismemberment benefits when provided for under this Policy, to one of the Employee's following: (1) estate; (2) spouse; (3) parents; (4) children; or (5) brothers and sisters. For any accidental death and dismemberment coverages under this Policy see the section in the applicable Certificate describing accidental death and dismemberment benefits for how these benefits are paid.

When proof of loss is filed, the Employee or any other payee may direct Us, in writing, to pay dental and vision benefits, if any, to the provider who furnished the covered service for which benefits became payable. We may honor such direction at Our option. However, We cannot require that a particular provider furnish such care. The Employee or any other payee may not assign the right to take legal action under this Policy to such provider.

**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 Accident and Health benefits provided by this Policy are not in place of and do not affect requirements for coverage by Workers' Compensation.

P023.0052

Option A

# When An Employee's Active Service Ends

#### Option A for Class 0001

**Accident Coverage:** You may continue an Employee's Accident coverage after his or her active service ends with You only as follows:

- If an Employee's active service ends because he or she is disabled You may continue his or her coverage subject to all the terms of this Plan,
- If an Employee's active service ends because he or she goes on a leave of absence or is laid off, You may continue his or her coverage for the rest of the policy month in which the leave or layoff starts, plus 1 more full policy month(s). However, if the Employee joins any armed force before this period ends, You may continue his or her coverage until the date he or she becomes a member of such armed force.
- The amount of an Employee's coverage during any such continuation will be the 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.

P023.0067

# Option A

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.

#### SCHEDULE OF OPTION PACKAGES

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

#### **Class Description**

Class 0001 ALL OTHER ELIGIBLE EMPLOYEES

P023.0077

Option A

# **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 part of this Policy.

P023.0081

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

P023.0079

Option A Employee and Dependent Accident coverage with a Wellness benefit included.

#### ATTACHED CERTIFICATES

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

P023.0128

Class 0001 A.

P023.0131

#### Option A

The Certificate(s) describe the Accident and Health 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 documents approved by Guardian, and the provisions of the Certificate that apply to that option.

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

# The Guardian Life Insurance Company of America Schedule of Premium Rates Accident 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 premium rate(s) set forth below at the times and in the manner set forth in the Premiums section of the Policy.

P023.1854

Option A

**Premium Rates** 

Employee Accident Insurance

P023.0092

Option A Class 0001

Rate per Employee

\$ 16.20

P023.0093

Option A

Premium Rates

Dependent Spouse Accident Insurance

P023.0094

Option A Class 0001

Rate per Insured Spouse

\$ 6.96

GP-1-SPR-AH-12R-MO

P023.0095

**Premium Rates** 

Option A

Dependent Child Accident Insurance

P023.0096

Option A Class 0001

Rate per Insured Child Unit

\$ 14.70

P023.0097

Option A

**Definitions** 

The terms shown below have the meanings shown below.

**Insurance Age:** This term means the Covered Person's age in years as of his or her birthday which is nearest the Policy's insurance age redetermination date. We consider the Covered Person to attain that age on such date. And, We redetermine his or her premium rate on that date.

For example, if the insurance age redetermination date is June 1, a Covered Person who attains age 30 on May 15 will be charged the age 30 premium rate as of the following June 1. A Covered Person who attains age 30 on October 10 is charged the age 30 premium rate as of the preceding June 1.

**Insurance Age Redetermination Date:** This term means the Policy effective date at the time when this Policy takes effect. After that, it means the Policy Anniversary Date.

#### ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00463298-HC

issued by

#### THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

(herein called Guardian)

to

#### Trustees of the Professional and Technical Services Industry Insurance Trust Fund with respect to **COLUMBIA COLLEGE**

(herein called the Policyholder)

This Rider amends the Policy as follows and is effective on its issue date:

- The "Non-Participating No Dividends Payable" notice on the Policy face page is replaced with "Dividends Apportioned Annually, if Payable".
- The Dividends provision is added or replaced in its entirety within the General Provisions as shown below.

#### **Dividends**

The portion, if any, of the divisible surplus of Guardian allocable to this Policy at each Policy Anniversary will be determined annually by the Board of Directors of 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.

Finally, please note that it is not expected that any dividends will be payable under this Policy.

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

Dated at Bethlehem, PA This 23rd Day of September 2021

Harris Oliner, Senior Vice President,

Corporate Secretary

Michael Prestileo. Senior Vice President

P070.0043

#### The Guardian Life Insurance Company of America

A Mutual Company - Incorporated 1860 by the State of New York 10 Hudson Yards, New York, New York 10001

POLICYHOLDER: COLUMBIA COLLEGE

GROUP POLICY NUMBER DELIVERED IN POLICY DATE

G-00463298 Missouri March 1, 2017

**POLICY ANNIVERSARIES:** January 1st of each year, beginning in 2012

Important Notice: This is a limited plan of Hospital Indemnity insurance. It is a supplement to health insurance. It is not a substitute for hospital or medical expense insurance, a health maintenance organization (HMO) contract, or major medical expense insurance. Please read this Policy carefully to fully understand what it covers, limits, and excludes. This Policy does not meet the Federal requirement for health care coverage under the Affordable Care Act.

**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 September 23, 2021 which is its date of issue.

Michael Prestileo, Senior Vice President

MrsPox

GROUP INSURANCE POLICY
Providing
Hospital Indemnity 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.

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#### **GENERAL PROVISIONS**

#### **Definitions**

The terms shown below have the meanings shown below.

Covered Person: This term means an Employee or Dependent 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.

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.

Hospital Indemnity Insurance: This term means Hospital Indemnity Insurance provided by the Plan.

Policy: This term means the Guardian group Hospital Indemnity Insurance Policy purchased by You.

**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.

P020.1732

#### Option A

# 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 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.

# **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 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.

# 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.

P020.1740

#### Option A

# Term of Policy - Renewal Privilege

This Policy is issued for a term of one year from the Policy Date shown on 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.

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 the number of Employees is below Our minimum group size requirements.

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 Employee 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.

P020.1752

#### 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 60 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.

P020.1756

#### Option A

# Assignment

For Hospital Indemnity Insurance, the Employee's 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.

P020.1757

#### 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

#### **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.

# **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.

P023.1831

#### Option A

#### **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.

P023.1832

#### Option A

#### **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.

P023.1834

#### 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 may reasonably require during the pendency of the claim. 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.

P020.1783

#### Option A

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

P020.0060

#### Option A

# Hospital Indemnity Claims Provisions

An Employee's right to make a claim for any Hospital Indemnity 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. If the claim is being made for any other Covered Person, his or her name should also be shown.

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:** The Employee must send 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.

Failure to provide proof within the specified time frame does not reduce or invalidate a claim if it was not reasonably possible to give such proof and the proof was provided as soon as reasonably possible. In no event, except in the absence of legal capacity of the claimant, may proof of loss be sent later than one year from the time proof is otherwise required.

Late Notice or Proof: We will not void or reduce the Employee 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:** 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.

We will pay all Hospital Indemnity benefits as soon as We receive written proof of loss.

Unless otherwise required by law or regulation, We pay all Hospital Indemnity benefits to the Employee if he or she is living. If he or she is not living, We have the right to pay all Hospital Indemnity 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 Hospital Indemnity benefits for how Hospital Indemnity 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 Hospital Indemnity benefits provided by this Policy are not in place of and do not affect requirements for coverage by Worker's Compensation.

P020.1784

#### Option A

# When An Employee's Active Service Ends

"You may not continue an Employee's Hospital Indemnity insurance after his or he active service with You ends."

#### SCHEDULE OF OPTION PACKAGES

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

#### **Class Description**

Class 0001 ALL OTHER ELIGIBLE EMPLOYEES

P023.0077

Option A

# **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 part of this Policy.

P023.0081

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

P023.0079

#### Option A

Hospital Indemnity insurance

## **ATTACHED CERTIFICATES**

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

P023.0128

Class 0001 A.

P023.0131

The Certificate(s) describe the Hospital Indemnity 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 documents approved by Guardian, and the provisions of the Certificate that apply to that option.

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

# The Guardian Life Insurance Company of America Schedule of Premium Rates Hospital Indemnity 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.

P020.1770

Option A Premium Rates

Hospital Indemnity Coverage

P020.1771

Option A Class 0001

Rate per Employee	per Employee and Insured Spouse with no Insured Child	per Employee and Insured Child(ren) with no Insured Spouse	per Employee and Insured Family
\$ 16.26	\$ 31.82	\$ 26.02	\$ 41.58

#### ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00463298-HC

issued by

#### THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

(herein called Guardian)

to

#### Trustees of the Professional and Technical Services Industry Insurance Trust Fund with respect to **COLUMBIA COLLEGE**

(herein called the Policyholder)

This Rider amends the Policy as follows and is effective on its issue date:

- The "Non-Participating No Dividends Payable" notice on the Policy face page is replaced with "Dividends Apportioned Annually, if Payable".
- The Dividends provision is added or replaced in its entirety within the General Provisions as shown below.

#### **Dividends**

The portion, if any, of the divisible surplus of Guardian allocable to this Policy at each Policy Anniversary will be determined annually by the Board of Directors of 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.

Finally, please note that it is not expected that any dividends will be payable under this Policy.

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

Dated at Bethlehem, PA This 23rd Day of September 2021

Harris Oliner, Senior Vice President,

Corporate Secretary

Michael Prestileo. Senior Vice President

P070.0043

