



GUARDIANSM

**YOUR GROUP INSURANCE
PLAN BENEFITS**

**FREELANCERS UNION, INC.
(OPTIONAL LIFE, VOLUNTARY LTD)**

The enclosed certificate is intended to explain the benefits provided by the Plan. It does not constitute the Policy Contract. Your rights and benefits are determined in accordance with the provisions of the Policy, and your insurance is effective only if you are eligible for insurance and remain insured in accordance with its terms.

CERTIFICATE OF COVERAGE

The Guardian
7 Hanover Square
New York, New York 10004

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

Group Policy No.	Certificate No.	Effective Date
Issued To		

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

The Guardian Life Insurance Company of America

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

CGP-3-R-STK-90-3

B110.0023-R

TABLE OF CONTENTS

GENERAL PROVISIONS

Limitation of Authority	1
Incontestability	1
Examination and Autopsy	1
Accident and Health Claims Provisions	2

ELIGIBILITY FOR LIFE COVERAGES

Your Right To Continue Group Life Insurance	
During A Family Leave Of Absence	4
Dependent Life Coverage	5

GROUP TERM LIFE INSURANCE SCHEDULE

Member Optional Contributory Term Life Insurance	8
Dependent Optional Term Life Insurance	9

LIFE INSURANCE

Your Optional Group Term Life Insurance	11
Portability Privilege	12
Information About Conversion and Portability	14
Converting This Group Term Life Insurance	14
Extended Life Benefit With Waiver Of Premium	16
Dependent Term Life Insurance	18
Your Dependent Spouse and Child Optional Term Life Insurance	19
Converting This Dependent Term Life Insurance	19

ELIGIBILITY FOR DISABILITY COVERAGE

Your Right To Continue Group Long Term Disability	
During A Family Leave Of Absence	22

LONG TERM DISABILITY HIGHLIGHTS 24

INTERMEDIATE ABILITYGUARD DISABILITY INCOME INSURANCE

Claim Provisions	26
To Qualify For Payments	27
When Benefits End	29
To Determine Your Benefit	30
If You Work While Disabled	34
Recurring Disability	35
Services Available	35
Pre-Existing Conditions	36
Not Covered	38
Converting This Group Intermediate AbilityGuard	
Disability Income Insurance	38
Definitions	39

CERTIFICATE AMENDMENT 44

REQUIRED DISCLOSURE STATEMENT 45

GLOSSARY 46

TABLE OF CONTENTS (CONT.)

STATEMENT OF ERISA RIGHTS

Disability Benefits Claims Procedure 49
Termination of This Group Plan 51
Life Insurance Claims Procedure 52
Termination of This Group Plan 53

GENERAL PROVISIONS

As used in this booklet:

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

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

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

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

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

CGP-3-R-GENPRO-90

B160.0012-R

Limitation of Authority

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

CGP-3-R-LOA-90

B160.0004-R

Incontestability

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

No statement in any application made by a person insured under this *plan* shall be used in contesting the validity of his or her insurance or in denying a claim for a loss incurred, or for a disability which starts, after such insurance has been in force for two years during his or her lifetime. The application must be signed by the covered person and a copy furnished to him or her or his or her beneficiary.

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

CGP-3-R-INCY-NY-01

B160.0106-R

Examination and Autopsy

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

CGP-3-R-EA-90

B160.0006-R

Accident and Health Claims Provisions

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

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

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

If this plan provides weekly loss-of-time insurance, you must send us written proof of loss within 90 days of the end of each period for which we're liable. If this plan provides long term disability income insurance, you must send us written proof of loss within 90 days of the date we request it. For any other loss, you must send us written proof within 120 days of the loss.

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

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

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

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

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

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

CGP-3-R-AHC-90

B160.0132-R

ELIGIBILITY FOR LIFE COVERAGES

B264.0002-R

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

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

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

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

CGP-3-EC-90-2.0

B264.0690-R

Delayed Effective Date For Member Optional Life Coverage With respect to this *plan's* member optional group term life insurance, if an *member* 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 *member* returns to active *full-time* service.

CGP-3-DEF-97

B270.0384-R

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

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

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

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

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

CGP-3-EC-90-3.0

B264.0697-R

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

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

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

If Your Group Coverage Would End Group insurance may normally end for an *member* because he or she ceases work due to an approved leave of absence. But, the *member* may continue his or her group insurance if the leave of absence has been granted: (a) to allow the *member* 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 *member'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 *member* 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 *member* will be required to pay the same share of the premium as he or she paid before the leave of absence.

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

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

- The date on which your *Employer's Plan* is terminated or you are no longer eligible for coverage under this *Plan*.
- The end of the period for which the premium has been paid.

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

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

CGP-3-EC-90-3.0

B264.2452-R

Dependent Life Coverage

CGP-3-DEP-90-1.0

B264.0056-R

**Eligible Dependents
For Optional
Dependent Life
Benefits**

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

If a child is an eligible dependent of more than one member under this plan, the child may be insured for dependent life benefits by only one member at a time.

CGP-3-DEP-00-3.0

B264.0518-R

Dependent Coverage (Cont.)

Adopted Children Your "unmarried dependent children" include your dependent legally adopted children. We treat a child as legally adopted from the time the child is placed in your home for the purpose of adoption. We treat such a child this way whether or not a final adoption order is ever issued.

Dependents Not Eligible We exclude any dependent who is insured by this *plan* as an *member*. And we exclude any dependent who is on active duty in any armed force.

CGP-3-DEP-00-3.0-NY

B264.0521-R

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

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

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

CGP-3-DEP-90-5.0

B200.0288-R

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

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

If you do this within the *enrollment period*, the coverage is scheduled to start on the later of the date you sign the enrollment form; and the date you become insured for member coverage.

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

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

A *newly acquired dependent* will be covered for those dependent benefits not subject to *proof of insurability* from the later of the date you notify us and agree to make any additional payments, and the date the *newly acquired dependent* is first eligible.

Dependent Coverage (Cont.)

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

CGP-3-DEP-90-6.0

B200.0315-R

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

CGP-3-DEP-90-7.0

B200.0692-R

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

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

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

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

CGP-3-DEP-90-9.0

B200.0792-R

GROUP TERM LIFE INSURANCE SCHEDULE

CGP-3-R-SCH-90

B265.0002-R

Member Optional Contributory Term Life Insurance

CGP-3-R-SCH-90

B265.0055-R

Optional Life Enrollment Period You may choose to be insured under one of the plans of optional term life insurance shown below. You may only be insured under one plan at a time. You must notify the employer of your election and pay the required premium.

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

CGP-3-R-SCH-90

B265.0664-R

Your Optional Term Life Insurance Amount *Plan A* \$50,000.00
CGP-3-R-SCH-90 B265.0061-R

Your Optional Term Life Insurance Amount *Plan B* \$100,000.00
CGP-3-R-SCH-90 B265.0084-R

Your Optional Term Life Insurance Amount *Plan C* \$200,000.00
CGP-3-R-SCH-90 B265.0091-R

Your Optional Term Life Insurance Amount *Plan D* \$250,000.00
CGP-3-R-SCH-90 B265.0098-R

Your Optional Term Life Insurance Amount *Plan E* \$300,000.00
CGP-3-R-SCH-90 B265.0105-R

Your Optional Term Life Insurance Amount *Plan F* \$400,000.00
CGP-3-R-SCH-90 B265.0112-R

Your Optional Term Life Insurance Amount *Plan G* \$500,000.00
CGP-3-R-SCH-90 B265.0119-R

Your Optional Term Life Insurance Amount *Plan H* \$750,000.00
CGP-3-R-SCH-90 B265.0126-R

Your Optional Term Life Insurance Amount *Plan I* \$1,000,000.00
CGP-3-R-SCH-90 B265.0133-R

Member Optional Contributory Term Life Insurance (Cont.)

Reduction of Optional Life Insurance Amount Based on Age If an member 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 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 member's initial insurance amount if his or her insurance starts after he or she reaches age 65.

CGP-3-R-SCH-90

B265.0519-R

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

We require *proof* as follows:

CGP-3-R-SCH-90

B265.0431-R

We require *proof* for any amount of optional term life insurance.

CGP-3-R-SCH-90

B265.0438-R

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

CGP-3-R-SCH-90

B265.0435-R

We require *proof* before an *member* switches from his or her current *plan* of optional term life insurance to a *plan* which provides greater benefits.

CGP-3-R-SCH-90

B265.0436-R

Dependent Optional Term Life Insurance

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

CGP-3-R-SCH-90

B265.0800-R

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

CGP-3-R-SCH-90

B265.0511-R

Dependent Optional Term Life Insurance (Cont.)

Your Optional Dependent Child Insurance Amount	Plan A Child's Age At Death	Benefit Amount
	At least 14 days but less than 6 months	\$ 500.00
	At least 6 months but less than 23 years	\$ 4,000.00
	At least 23 years but less than 25 years if a full-time student	\$ 4,000.00
	CGP-3-R-SCH-90	B265.0655-R
	In no event may the insurance amount of a dependent spouse exceed 50% of the insurance amount of an member.	
	CGP-3-R-SCH-90	B265.4308-R
Proof of Insurability Requirements	Proof of insurability requirements apply to your dependent optional term life insurance. Such requirements may apply to the full benefits amount or just part of them. When proof of insurability requirements apply, it means you must submit to us proof that a dependent is insurable, and we must approve the proof in writing before the insurance, or the specified part becomes effective.	
	We require proof as follows:	
	CGP-3-R-SCH-90	B265.0536-R
	We require proof for any amount of dependent optional term life insurance with respect to your dependent spouse.	
	CGP-3-R-SCH-90	B265.0543-R
	We require proof for any amount of dependent optional term life insurance with respect to your dependent child(ren).	
	CGP-3-R-SCH-90	B265.0552-R
	We require proof before we will insure any spouse who is enrolled for dependent optional term life insurance after the time allowed for enrolling as specified in this plan.	
	CGP-3-R-SCH-90	B265.0540-R
	We require proof for any increase in the amount of dependent optional term life insurance with respect to a dependent spouse.	
	CGP-3-R-SCH-90	B265.0863-R
	We require proof before we will insure any child who is enrolled for dependent optional term life insurance after the time allowed for enrolling as specified in this plan.	
	CGP-3-R-SCH-90	B265.0549-R
	We require proof for any increase in the amount of dependent optional term life insurance with respect to a dependent child.	
	CGP-3-R-SCH-90	B265.0867-R

Your Optional Group Term Life Insurance

Your Choices You may elect to be insured for any of the plans of member optional term life insurance offered to you by your *employer*. These plans are shown in the schedule. However, you can only be insured under one plan at a time. You must notify your *employer* of your election and pay the required premium.

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

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

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

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

Seatbelt And Airbag Benefits If you die as a direct result of an automobile accident while properly wearing a seatbelt, we will increase your benefit amount by \$10,000.00. And if you die as a direct result of an automobile accident while both properly wearing a seatbelt, and sitting in a seat equipped with an airbag, we'll increase your benefit amount by an additional \$5,000.00, for a total increase of \$15,000.00. However, in no event will the total increase exceed 10% of your optional group term life insurance benefit.

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

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

Your Optional Group Term Life Insurance (Cont.)

If there is no beneficiary when you die, we'll pay the insurance to one or more of the following surviving relatives, in the order specified: (a) your spouse; (b) your parents; (c) your children; or (d) your brothers and sisters. We'll pay the insurance to your estate if there are no such surviving relatives.

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

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

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

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

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

Payment Of Funeral Or Last Illness Expense We have the option of paying up to \$500.00 of this insurance to any person who incurs expenses for your funeral or last illness.

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

CGP-3-R-EOPT-NY-00

B273.0760-R

Portability Privilege

Applicability This provision applies only to this plan's member 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 You may not elect a portable certificate of coverage unless you have been covered by this group plan, or the one it replaced, for member Optional group term life insurance for at least three consecutive months prior to the date your coverage under this plan ends.

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

Portability Privilege (Cont.)

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

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

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

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

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

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

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

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

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

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

Portability Privilege (Cont.)

Conversion Privilege Contained In Portable Certificate The portable certificate of coverage contains information about how to convert to an individual insurance policy. A person covered under the portable certificate of coverage will be allowed to convert subject to New York Insurance Law.

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

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

Notice Of Portability Right If you are entitled to obtain a ported policy under this section, the employer must give you written notice of such right. The employer must give you the notice in person, or mail it to your last known address.

This notice should be given within 15 days before or after the date group life coverage ends. If the notice is given more than 15 days but less than 90 days after the date group life coverage ends, you will have 45 days from the date notice is given to apply for the ported policy and pay the required premium. If notice is not given within 90 days following the date group life coverage ends, the time allowed for porting expires at the end of such 90 day period.

CGP-3-R-LP-00-NY

B273.0748-R

Information About Conversion and Portability

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

CGP-3-R-LPN-95

B270.0326-R

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

B275.0077-R

Converting This Group Term Life Insurance

If Employment Or Eligibility Ends Your group life insurance ends if: (a) your employment ends; or (b) you stop being a member of an eligible class of members. If either happens, you can convert your group life insurance to an individual life insurance policy, customarily offered by us, as explained below.

If you are not totally disabled, as defined below, you can convert to a permanent life insurance policy. You can convert all or part of the amount for which you were covered under this plan.

Converting This Group Term Life Insurance (Cont.)

If you: (a) are totally disabled, as defined below; and (b) have not yet been approved for this plan's Extended Life Benefit, you can convert to: (i) a permanent life insurance policy; or (ii) a term insurance policy. Read the section labeled "Term Insurance". You can convert: (a) the amount for which you were covered under this plan; less (b) any group life benefits you become eligible for in the 45 days after this insurance ends.

Total disability or totally disabled mean that, due to sickness or injury, you are not able to perform any work for wage or profit. We consider you totally and permanently disabled when you have been totally disabled for nine continuous months.

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

If The Group Plan Ends Or Group Life Insurance Is Dropped

Your group life insurance also ends if: (a) this group plan ends; or (b) life insurance is dropped from the group plan for all members or for your class. If either happens, you may convert to a policy of life insurance customarily offered by us, as explained below. We will not require proof of insurability.

You can convert to: (a) a permanent life insurance policy; or (b) a term insurance policy. Read the section labeled "Term Insurance". But, the amount you can convert is limited to: (i) the amount of your insurance under this plan; less (ii) any group life benefits you become eligible for in the 45 days after this insurance ends.

If The Group Life Insurance Is Reduced

You may convert if your group life insurance is reduced:

- (a) on account of age, provided: (i) the first reduction occurs on or after the date you reach age 60; and (ii) the reduction or series of reductions equals at least 20% of the amount of insurance inforce before the first age-related reduction;
- (b) due to a change in class which results in a reduction; or
- (c) due to an amendment of the group plan which results in a reduction.

You may convert: (a) the amount of group life insurance inforce prior to the reduction; less (b) the amount of insurance remaining inforce.

The Converted Policy

The premium for the converted policy will be based on your age and class of risk 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.

Term Insurance

As explained above, you may have the option to convert your coverage to an individual term life insurance policy. The individual term policy requires lower premiums than an individual permanent insurance policy.

The term insurance policy is available for only one year from the date: (a) the group plan ends; or (b) group life insurance is dropped for all members or for your class. After one year, the term insurance expires, and you must convert to an individual permanent life insurance policy, or coverage will end. We will not require proof of insurability. Premiums for the individual permanent life insurance policy will be based on your age, as of the date you convert from the interim term insurance policy.

Converting This Group Term Life Insurance (Cont.)

If you are totally and permanently disabled, you may convert to a renewable term insurance policy. The renewable term insurance policy can be converted to a permanent life insurance policy, at any time, without proof of insurability. If you have converted and are later approved for this plan's Extended Life Benefit, the converted insurance policy is cancelled, as of our approval date.

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

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

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

This notice should be given within 15 days before or after the date group life coverage ends. If the notice is given more than 15 days but less than 90 days after the date group life coverage ends, you will have 45 days from the date notice is given to apply for the converted policy and pay the required premium. If notice is not given within 90 days following the date group life coverage ends, the time allowed for conversion expires at the end of such 90 day period.

CGP-3-R-LCONV-99-NY

B275.0361-R

Extended Life Benefit With Waiver Of Premium

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

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

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

- (a) not able to perform any work for wages or profit; and
- (b) you are receiving regular doctor's care appropriate to the cause of disability; unless you have reached your maximum point of recovery, yet are still disabled under the terms of this plan.

Extended Life Benefit With Waiver Of Premium (Cont.)

How And When To Apply To apply for this extension, you must submit acceptable written medical proof of your total disability. You must provide this proof during the period of disability. Failure to provide proof within the required time will not invalidate or reduce any claim if proof is provided: (a) as soon as reasonably possible; and (b) in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

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

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

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

Continued Eligibility For Extended Life Benefit We require periodic written proof that you remain totally disabled to maintain this extension. This written proof of your: (a) continued disability; and (b) doctor's care must be provided to us within 30 days of the date we make each such request.

We can require you to take part in a medical assessment, with a medical specialist of our choice. During the first two years of this extension, we may require this as often as we feel is reasonably necessary. But after two years, we can't have you examined more than once a year.

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

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

However, you must convert if: (i) this group plan terminates; and (ii) you are totally disabled and eligible, but not yet approved, for this extended benefit. You must remain insured under such policy until approved by us for the extended benefit.

Converting does not stop you from claiming your rights under this section. But if you convert and we later approve you for this extended benefit, we'll cancel the converted policy as of our approval date. Once you are approved for this extended benefit, your group term life coverage will be reinstated. This will be done at no further cost to you or the employer.

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

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

Extended Life Benefit With Waiver Of Premium (Cont.)

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

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

B275.0540

When This Extension Ends

Your extension will end on the earliest of:

- (a) the date you are no longer disabled;
- (b) the date you refuse to be examined by our doctor;
- (c) the date you do not give us required proof of disability;
- (d) the date you are no longer receiving appropriate doctor's care; or
- (e) The day before the date you reach age 65.

You can convert as if your employment just ended if: (a) this extension ends; and (b) you are not insured by the group plan again as an active full-time member. Read the section labeled "Converting This Group Term Life Insurance".

If You Die While Covered By This Extension

If you die while covered by this extension we'll pay your beneficiary the amount for which you were covered under this extension. What we pay is subject to all reductions which would have applied had you stayed an active member.

Proof Of Death

We'll pay as soon as we receive

- (a) acceptable written proof of your death; and
- (b) medical proof that you were continuously disabled until your death. This must be sent within one year of the date of death.

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

B275.0139-R

Dependent Term Life Insurance

The Benefit: If one of your dependents dies while insured for this benefit, we pay the amount shown in the schedule. We pay this in a lump sum when we receive written proof of death. Send the proof to us as soon as possible.

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

Payment to a Minor or Incompetent:

If the dependent'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.

CGP-3-R-DEPBL-03-NY

B290.0048-R

Your Dependent Spouse and Child Optional Term Life Insurance

Your Benefit Subject to the limitations and exclusions shown below, if one of your dependents dies while insured for this benefit, we pay the amount shown in the schedule for the plan you have elected. We pay this in a lump sum when we receive written proof of death which is acceptable to us. Send the proof to us as soon as possible.

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

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

Seatbelt And Airbag Benefits If a dependent dies as a direct result of an automobile accident while properly wearing a seatbelt, we will increase the benefit amount by \$5,000.00. And if a dependent dies as a direct result of an automobile accident while both properly wearing a seatbelt, and sitting in a seat equipped with an airbag, we'll increase the benefit amount by an additional \$2,500.00, for a total increase of \$7,500.00. However, in no event will the total increase exceed 10% of the dependent's optional group term life insurance benefit.

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

CGP-3-R-DOPT-NY-00

B293.0258-R

Converting This Dependent Term Life Insurance

If Your Group Life Insurance Ends or You Stop Being Eligible Dependent term life insurance ends for all of your dependents when your group life insurance ends. Your insurance ends when: (a) your active full-time employment ends; (b) you stop being a member of a class of members eligible for member group life insurance; (c) your group life insurance is extended under the Extended Life Benefit provision; or (d) you die.

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

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

If This Plan Ends or Life Insurance is Dropped Dependent term life insurance also ends for all of your dependents when this plan ends. And it ends if either member or dependent term life insurance is dropped from this plan for all members or for your class.

If one of the above happens, they can convert. But we limit the amount each dependent can convert to: (i) the amount of his or her insurance under this plan; less (ii) any group life benefits for which he or she becomes eligible in the 45 days after this insurance ends.

Converting This Dependent Term Life Insurance (Cont.)

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, the employer must give the member written notice of such right. The employer must give the member written notice in person, or mail it to his or her last know address.

The notice should be given within 15 days before or after the date dependent group life coverage ends. If the notice is given more than 15 days but less than 90 days after the date dependent group life coverage ends, the dependent will have 45 days from the date notice is given to apply for the converted policy and pay the required premium. If notice is not given within 90 days following the date dependent group life coverage ends, the time allowed for conversion expires at the end of such 90 day period.

CGP-3-R-DEPL-03-N-NY

B295.0088-R

ELIGIBILITY FOR DISABILITY COVERAGE

B329.0002-R

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

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

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

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

CGP-3-EC-90-2.0

B264.0690-R

Delayed Effective Date For Disability Coverage With respect to this *plan's* disability insurance, if an *member* 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 *member* returns to active *full-time* service.

CGP-3-DEF-97

B329.0103-R

When Your Coverage Ends Your long term disability coverage ends on the date your active *full-time* service ends for any reason.

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

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

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

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

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

CGP-3-EC-90-3.0

B329.0173-R

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

- Important Notice** This section may not apply. You must contact your *employer* to find out if your *employer* must allow for a leave of absence under federal law. In that case the section applies.
- Continuation of Short Term Disability Coverage** Your long term disability coverage may be continued at your employer's option. You must contact your employer to find out if you may continue this coverage.
- If Your Group Coverage Would End** Group long term disability coverage may normally end for an *member* because he or she ceases work due to an approved leave of absence. But, the *member* may continue his or her group coverage if the leave of absence has been granted: (a) to allow the *member* 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 *member'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 *member* 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 *member* will be required to pay the same share of the premium as he or she paid before the leave of absence.
- When Continuation Ends** Coverage may continue until the earliest of the following:
- The date you return to active work.

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

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

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

CGP-3-EC-90-3.0

B329.1110-R

LONG TERM DISABILITY HIGHLIGHTS

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

CGP-3-LTD2K-HL

B380.1513-R

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

CGP-3-LTD2K-HL

B380.3469-R

Plans A, C, E, G, I, K, M & O

Elimination Period For disability due to injury 30 days
 For disability due to sickness 30 days

Plans B, D, F, H, J, L, N & P

Elimination Period For disability due to injury 90 days
 For disability due to sickness 90 days

CGP-3-LTD2K-HL

B380.1526-R

Maximum Payment Period See the following table:

Age when disability starts	Maximum payment period
Under age 60	To age 65
Age 60	5.00 years
Age 61	4.00 years
Age 62	3.50 years
Age 63	3.00 years
Age 64	2.50 years
Age 65	2.00 years
Age 66	1.75 years
Age 67	1.50 years
Age 68	1.25 years
Age 69 or older	1.00 year

CGP-3-LTD2K-HL

B380.1531-R

Maximum Monthly Benefit During your initial eligibility period, you may choose one of the following maximum monthly benefit amounts, not to exceed 50% of your insured earnings:

- Plans A and B \$500.00
- Plans C and D \$750.00
- Plans E and F \$1,000.00
- Plans G and H \$1,250.00
- Plans I and J \$1,500.00
- Plans K and L \$2,000.00

- Plans M and N \$2,500.00
- Plans O and P \$3,000.00
- Plans Q and R \$4,000.00
- Plans S and T \$5,000.00

You must notify the employer of your election and pay the required premium.

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

CGP-3-LTD2K-HL

B380.3460-R

INTERMEDIATE ABILITYGUARD DISABILITY INCOME INSURANCE

This insurance replaces part of your income if you become disabled due to sickness or injury.

We decide: (a) if you are eligible for this insurance; (b) if you meet the requirements for benefits to be paid; and (c) what benefits are to be paid by this plan. We also interpret how this plan is to be administered. What we pay and the terms for payment are explained below.

All terms in *italics* are defined terms with special meanings. Their definitions are shown at the end of this section. Other terms are defined where they are used.

Claim Provisions

- Your Duties** If you become *disabled* due to *sickness* or *injury* while insured by this *plan*, you must:
- (a) Give notice of claim as soon as possible after the date of your *injury* or the start of your *sickness*. Prompt notice will permit us to start case management. See the "Rehabilitation and Case Management" section of this *plan* for details.
 - (b) Give a complete account of the details of your *sickness* or *injury*. This will include: (i) the cause of your *disability*, if known; (ii) a description of your *sickness* or the accident that caused your *injury*; and (iii) a list of all *doctors*, hospitals, or other facilities where you have been treated for the cause of your *disability*.
 - (c) Allow release of medical and/or income data needed to assess your claim.
 - (d) Give periodic medical updates as required by this *plan*.
 - (e) Take part in any medical, financial or vocational assessment as required by this *plan*.
 - (f) Apply for other income benefits to which you may be entitled.
 - (g) Promptly report to us the receipt or denial of such other income benefits. And, appeal any denials to the extent possible.
 - (h) Promptly report to us changes in your personal status. This includes: (i) change of address or phone number; (ii) changes in how your *disability* affects your daily living; and (iii) changes in your level of social, volunteer or business activities.
 - (i) If we overpay benefits, promptly report and repay any amount overpaid.
 - (j) If you are working while *disabled*, promptly report to us the amount of your income from such work.
 - (k) Give us proof of your earnings for the period prior to your *disability* and while you are *disabled*.

Notice You must send us written notice of your intent to file a claim under this *plan* as described in this certificate's "Accident and Health Claims Provisions." Notice must include:

Claim Provisions (Cont.)

- (a) your full name; phone number; social security number, and group number;
- (b) the date of your last day worked; the number of hours you worked; and your job title;
- (c) your *employer* contact and phone number;
- (d) a statement of the nature of your *disability*; and whether or not it is work-related;
- (e) your *doctor's* name, address and phone number.

For details, you can call Guardian at 1-800-538-4583.

Proof Of Loss When we receive your notice, we will provide you with a claim form for filing proof of loss. This form requires data from you, the *plan sponsor*, and the *doctor(s)* treating you for your *sickness* or *injury*. Proof of loss must be given to us within the time stated in this certificate's "Accident and Health Claims Provisions." If you do not receive a claim form within 15 days of the date you sent your notice, you should send us written proof of loss without waiting for the form.

We require the items listed below as proof of loss:

- (a) During the *elimination period* and the *own occupation* period, medical evidence in support of the limits on your ability to perform your *own occupation*, starting on the date you first became *disabled*. This proof is required from all *doctors* who have treated you for the cause of your *disability*.

After the *own occupation* period, proof of your *disability* by an independent entity that specializes in the assessment of a person's: (i) ability to perform *activities of daily living*; and (ii) *cognitive impairment*.

- (b) Proof that you have applied for all other sources of income to which you may be entitled, that may affect your payment from this *plan*.
- (c) Proof of receipt of other income that may affect your payment from this *plan*.
- (d) Your signed authorization for release of medical and/or financial data by the sources of such data.

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

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

CGP-3-LTD2K01-1.0

B380.0423-R

To Qualify For Payments

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

To Qualify For Payments (Cont.)

- (a) You must: (i) become *disabled* while insured by this *plan*; and (ii) remain *disabled* for this *plan's* *elimination period*.
- (b) You must be: (i) under a *doctor's regular care* for the cause of your *disability*, starting from the date you were first *disabled*; and (ii) receiving medical care appropriate to the cause of your *disability* and any other *sickness* or *injury* which exists during your *disability*.
- (c) You must send us written documentation of: (i) medical evidence in support of the limits causing you *disability*; (ii) your monthly earnings prior to the start of your *disability*; and (iii) any earnings from work while you are *disabled*.

Proof of earnings may consist of: (1) copies of your U.S. Individual Income Tax Returns; (2) a statement from a certified public accountant; or (3) any other records we agree to accept.

Waiver Of Premium Premiums for this insurance are waived while you are entitled to receive a payment from this *plan*.

To Continue Receiving Payments To continue to receive payments from this *plan*, you must give us current proof of loss when we request it.

You must give proof that satisfies us as to the items listed below:

- (a) medical evidence in support of the limits causing your continued *disability*;
- (b) continued *regular care* by a *doctor* that is appropriate for the cause of your *disability* and any other *sickness* or *injury* which exists during your *disability*;
- (c) earnings from work while you are *disabled*; and
- (d) any other income that you are entitled to receive.

You must permit periodic assessments of your *disability* by an independent entity that specializes in assessments of a person's: (a) ability to perform *activities of daily living*; or (b) *cognitive impairment*.

You must also give us current signed authorizations for release of medical and financial data when we request it.

You must permit such assessments and give us such items within 90 days of the date we make each such request. If you do not, without good reason, we have the right to suspend or stop your payments under this *plan*.

Right To Request Medical, Financial Or Vocational Assessment We may ask you to take part in a medical, financial or vocational assessment as often as we feel is reasonably necessary. We will pay for all such assessments. If you do not take part in the assessment, without good cause, we have the right to stop or suspend your payments under this *plan*.

CGP-3-LTD01-2.0-NY

B380.0717-R

Payment Of Benefits We pay benefits to you if you are legally competent. If you are not, we pay benefits to the legal representative of your estate.

To Qualify For Payments (Cont.)

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

Benefits to which you are entitled may remain unpaid at your death. Such benefits may be paid at our discretion to: (a) your estate; or (b) your spouse, parents, children, or brothers and sisters.

CGP-3-LTD2K-2.1

B380.0015-R

When Benefits End

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

- (a) The date you are no longer *disabled*.
- (b) The date you earn, or are able to earn, the maximum earnings allowed while *disabled* under this *plan*.
- (c) The date you are able to perform the major duties of your *own occupation* on a full-time basis with reasonable accommodation that an employer is willing to provide.
- (d) The date you no longer reside in the United States.
- (e) The date you die.
- (f) The end of the *maximum payment period*.
- (g) The date you fail to give us required current proof of loss. This includes taking part in any medical, financial or vocational assessment we may require.
- (h) The date you are no longer under the *regular care* of a *doctor*.
- (i) The date payments end in accord with a *rehabilitation agreement*.

The term "reasonable accommodation" means any modification or adjustment to: (i) a job; (ii) an employment practice; (iii) a work process; or (iv) the work place. 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.

CGP-3-LTD2K-3.0

B380.0023-R

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

But, it may be less than that shown due to the nature of your *disability*. See "Special Limitations."

Age when disability starts	Maximum payment period
Under age 60	To age 65
Age 60	5.00 years

When Benefits End (Cont.)

Age 61	4.00 years
Age 62	3.50 years
Age 63	3.00 years
Age 64	2.50 years
Age 65	2.00 years
Age 66	1.75 years
Age 67	1.50 years
Age 68	1.25 years
Age 69 or older	1.00 year

CGP-3-LTD2K-3.1-NY

B380.3488-R

Special Limitations We limit the *maximum payment period*, if you are *disabled* due to: (a) a *mental or emotional condition*; or (b) drug or alcohol abuse.

The *maximum payment period* for all periods of *disability* due to *mental or emotional conditions* or drug or alcohol abuse is 24 months. This is a combined maximum for all such conditions and all periods of *disability*.

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

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

If This Plan Ends This insurance ends when the group plan ends. It also ends when this insurance is dropped from the group plan for all insureds, or for your class. If you are *disabled* when this insurance ends, we will treat you as if your insurance did not end. But, your benefit will be based on all of the terms of this *plan*.

CGP-3-LTD2K-3.2

B380.0027-R

To Determine Your Benefit

Your benefit is determined by the plan of benefits and your *insured earnings* in effect on the date your *disability* starts.

Any changes to this *plan* that take place while you are *disabled* will not affect how we determine your benefit. This is also true for any changes that take place during a period of *active work* that occurs between an initial period of *disability* and a *recurring disability*.

To Determine Your Benefit (Cont.)

- Determining Your Monthly Benefit** Your *monthly benefit* is determined as shown below.
- (a) Your *gross monthly benefit* is the amount you elect, and we approve, if required by this *plan*, as the *maximum monthly benefit*. If such amount exceeds 50% of your *insured earnings*, your *gross monthly benefit* will be limited to 50% of your *insured earnings*.
 - (b) From your *gross monthly benefit*, subtract the amount of any income with which we integrate that you:
 - (i) receive from: disability benefits from any mandated benefit act or law; *retirement benefits* or *retirement plan disability benefits* from any *government plan* due to your *disability*; and benefits from a Workers' Compensation law, an occupational disease law, or any act or law of like intent; and
 - (ii) receive or are entitled to receive from any other income listed in "Income We Integrate With."

The result is your *monthly benefit*.

The amount of your *gross monthly benefit* may be limited if:

- (a) you have not provided any proof of insurability required by this *plan*;
- (b) we have not given you written approval of such proof; or
- (c) the *plan sponsor* has not updated the amount of your *insured earnings* to reflect your then current *insured earnings* on the most recent reporting date prior to the start of your *disability*.

See the "Redetermination" and "Proof of Insurability" section of this *plan* for details.

CGP-3-LTD2K-4.0-NY

B380.3530-R

- 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*.

CGP-3-LTD2K01-4.2

B380.0435-R

- Income We Integrate With** You may receive, or be entitled to receive, income shown in the list below. We will integrate your *gross monthly benefit* with such income to determine your *monthly benefit* from this *plan*.

- Commissions received, due to be received, or paid after *disability* benefits start. This includes vested and nonvested renewal commissions.

To Determine Your Benefit (Cont.)

- 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) your *employer*. This includes payments made by a group life insurance plan due to your *disability*. This does not include payments made from a group life insurance plan's: (a) accelerated death benefit; or (b) like provision that allows payment of such plan's proceeds due to terminal illness.
- Disability benefits from any other group plan.
- Income from a sick leave or salary continuance plan. This applies whether such plan is sponsored on a formal or informal basis. This includes lump sum or recurrent payments of accrued sick leave benefits.
- Benefits as shown below from: (1) the United States Social Security Act; (2) the Railroad Retirement Act; or (3) any other like U.S. or Canadian plan or act.
 - (a) All disability benefits which: (i) you receive; and (ii) your spouse and children receive due to your *disability*;
 - (b) All unreduced retirement benefits which: (i) you receive; and (ii) your spouse and children receive due to your receipt of such benefits; and
 - (c) all reduced retirement benefits paid to: (i) you; and (ii) your spouse and children due to your receipt of such benefits.

We will integrate your *gross monthly benefit* with such benefits to which your spouse and children are entitled due to your *disability*. We do this without regard to: (a) your marital status; (b) where you live; (c) where your spouse lives; (d) where your child lives; or (e) any custody arrangements made on behalf of your child.

- *Retirement plan retirement benefits* funded for your benefit by: (1) the *plan sponsor*; or (2) your *employer*.
- *Retirement plan disability benefits*.
- *Retirement benefits* or *retirement plan disability benefits*, due to your *disability*, from any *government plan* other than those shown above.
- Disability benefits from any: (1) *no-fault motor vehicle* coverage; (2) motor vehicle financial responsibility act; or (3) like law.
- Benefits 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.
- Payment from your *employer* as part of a termination agreement.

To Determine Your Benefit (Cont.)

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

CGP-3-LTD2K-4.3-NY

B380.0703-R

Lump Sum Payments Of Other Income Income with which we integrate may be paid in a lump sum. In this case, we take the equivalent monthly rate stated in the award into account when we determine your *monthly benefit*. If no monthly rate is given, we pro-rate the lump sum over the lesser of: (a) 60 months; or (b) the *maximum payment period*.

Cost Of Living Freeze You may receive a cost of living increase in other income with which we integrate. In this case, we do not further reduce your *monthly benefit* by the amount of such increase.

Application For Other Income You must apply for other income benefits to which you may be entitled. If these benefits are denied, you must appeal until: (a) all possible appeals have been made; or (b) we notify you that no further appeals are required.

If we feel you are entitled to receive such income benefits, we will estimate the amount due to you and your spouse and children. We will take this estimated amount into account when we determine your *monthly benefit*. But, we will not take this estimated amount into account if you sign our reimbursement agreement. In this agreement you promise: (a) to apply for any benefits for which you may be eligible; (b) to appeal any denial of such benefits until all possible appeals have been made; and (c) to repay any amount we overpaid due to an award of such benefits. This paragraph does not apply to: (i) disability benefits from any mandated benefit act or law; (ii) *retirement benefits or retirement plan disability benefits* from any *government plan* due to your *disability*; and (iii) benefits from a Workers' Compensation law, an occupational disease law, or any other act or law of like intent.

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

We will assist you in applying for other income benefits.

CGP-3-LTD2K-4.4-NY

B380.0706-R

Minimum Payment The minimum monthly payment for *disability* under this *plan* is \$50.00.

Partial Month Payment You may be *disabled* for only part of a month. In this case, we compute your payment as 1/30th of the benefit to which you would be entitled for the full month times the number of days you are *disabled*. Payment will not be made for more than 30 days in any month.

Overpayment Recovery If we overpaid you, you must repay us in full. We have the right to reduce your payment or apply any benefits payable, including the minimum payment, toward recovery of the overpayment.

CGP-3-LTD2K-4.5

B380.0064-R

If You Work While Disabled

Income Earned During Disability Subject to the other terms of this *plan*, if you are working to your *maximum capacity*, income earned during disability is treated as shown below. In all cases, your *insured earnings* are adjusted each year by an indexing factor. See the "Indexing" section of this *plan* for how this is done.

1. For each of the first 12 months after you return to work, add your *gross monthly benefit* and your *income earned during disability*.
 - (a) If the sum is not more than 100% of your *insured earnings*, we do not reduce your *monthly benefit* for that month.
 - (b) If the sum is more than 100% of your *insured earnings*, we reduce your *monthly benefit* for that month by the amount over 100% of your *insured earnings*.
2. For each month after 12 months of work while *disabled*:
 - (a) If your *income earned during disability* is less than 20% of your *insured earnings*, we do not reduce your *monthly benefit* for that month.
 - (b) If your *income earned during disability* is 20% or more of your *insured earnings*, we reduce your *monthly benefit* for that month by 50% of your *income earned during disability*.

CGP-3-LTD2K01-5.0

B380.3294-R

Part-Time Earnings Capacity If you are able to work *part-time* while *disabled*, but you are not working to your *maximum capacity*, we adjust the *monthly benefit* as follows.

During the *own occupation* period, we reduce your *monthly benefit* by 50% of the income you would currently be able to earn, if working to your *maximum capacity*, in your *own occupation*.

Maximum Income Earned During Disability This *plan* limits the amount of income you may earn, or may be able to earn, and still be considered *disabled*.

If your *income earned during disability* is more than 80% of your *insured earnings*, payments from this *plan* will end. Payments from this *plan* will also end if you are able to earn more than 80% of your *insured earnings*.

In all cases, your *insured earnings* are adjusted each year by an indexing factor. See the "Indexing" section of this *plan* for how this is done.

CGP-3-LTD2K01-5.1

B380.0450-R

Indexing If you return to work while *disabled*, we adjust your *insured earnings* each year. We do this by means of an indexing factor. This factor increases the amount of income you may earn and still be considered *disabled*. This adjustment does not increase your *gross monthly benefit*, *monthly benefit*, or any other benefit under this *plan*.

We make the first indexing adjustment after you: (a) have returned to work; and (b) have received 12 monthly payments in a row from this *plan*.

If You Work While Disabled (Cont.)

To make the first adjustment, we multiply your *insured earnings* by the indexing factor for that year. To make adjustments in each later year, we multiply the amount of your last indexed *insured earnings* by the indexing factor for the current year.

The indexing factor is the lesser of: (a) 10%; or (b) one-half of the percentage change in the *CPI-W* for the prior calendar year.

CGP-3-LTD2K-5.2

B380.0073-R

Recurring Disability

Your benefits from this *plan* will end because you cease to be *disabled*. In this case, a later *disability* may be treated as a *recurring disability*. The terms listed below must be met:

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

Any changes in benefit or the *plan* which take place during your return to *active work*, will not apply to the *recurring disability*.

If the later *disability* is a *recurring disability*, you will not need to complete a new *elimination period* before becoming entitled to benefits. Your claim for *recurring disability* will be subject to the same terms of the *plan* as your earlier *disability*.

CGP-3-LTD2K-6.0

B380.0075-R

Services Available

Social Security Assistance We may feel you are qualified for Social Security disability benefits. If so, we may offer to help you apply for them. If such benefits are under review by Social Security, we may also offer to help you keep them.

We may offer to help:

- (a) Fill out your application for such benefits, and any related forms;
- (b) Find suitable legal counsel; and
- (c) Give medical and vocational data needed to file your claim.

Services Available (Cont.)

You must apply for all income benefits for which you may be eligible, whether or not you use our help. Using our help does not cancel your duties shown in the "Application for Other Income" section of this *plan*.

Rehabilitation And Case Management

Case management starts when we are notified of your *disability*.

We will review your *disability* to see if certain services are likely to help you return to *gainful work*. If needed, we may ask for more medical or vocational information.

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

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

- (a) vocational assessment of your work potential;
- (b) coordination and transition planning with an employer for your return to work;
- (c) consulting with your *doctor* on your return to work and need for accommodations;
- (d) training in job seeking skills and resume preparation;
- (e) retraining;
- (f) child care expense aid; and
- (g) aid in worksite alteration made to comply with the Americans with Disabilities Act. This includes a one-time payment of up to \$500.00.

We have the right to determine which services are appropriate.

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

We stop paying the enhanced benefit on the earliest of:

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

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

CGP-3-LTD2K-8.0-NY

B380.0711-R

Pre-Existing Conditions

Pre-Existing Conditions A pre-existing condition is a *sickness* or *injury*, including all related conditions and complications, for which, in the look back period, you:

- (a) receive advice or treatment from a *doctor*;
- (b) take prescribed drugs; or
- (c) receive other medical care or treatment, including consultation with a *doctor*.

You may have been prescribed drugs by a *doctor* for a condition to be taken during the look back period. In that case, such condition or a related condition will be considered pre-existing.

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

Except as shown in Prior Coverage Credit, we will not pay benefits for a disability due to a pre-existing condition for the first 12 months following the effective date of a covered person's insurance under this plan.

You may become *disabled* due to a pre-existing condition after: (a) a change which provides for an increase in the benefits payable by this *plan*; or (b) a change in your benefit election which increases the benefit payable by this *plan*. In this case, your benefit will be limited to the amount that would have been payable had the change not taken place. This limit does not apply if your *disability* starts after the change has been in force for 12 months in a row.

We do not cover any *disability* that starts before your insurance under this *plan*.

CGP-3-PREX-NY-08

B380.2543-R

**Prior Coverage
Credit**

If this *plan* replaces a similar income replacement plan the *plan sponsor* had with another insurer, the pre-existing condition provision may not apply to you. This *plan* must start within 60 days the old plan ends.

We credit any time used to meet the old plan's pre-existing condition provision toward meeting this *plan's* pre-existing condition provision. If the old plan did not have a pre-existing condition provision, we credit any time you were covered under the old plan toward meeting this *plan's* pre-existing condition provision. We do this if: (a) you were covered under the old plan when it ended; and (b) you are *actively-at-work* and enroll for insurance on the effective date of this *plan*.

But, we limit the *maximum monthly benefit* under this *plan* if: (a) it is more than the old plan's maximum; (b) you become *disabled* due to a pre-existing condition; and (c) this *plan* pays benefits for such *disability* because we credit time as explained above. In this case, we limit the *maximum monthly benefit* to an amount equal to the old plan's maximum until the day after the date you are insured under this *plan* for 12 months in a row.

Pre-Existing Conditions (Cont.)

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

Also, you may have been covered under a group or blanket disability insurance plan or policy or an employer-provided disability plan prior to your enrollment in this *plan*. When this happens, we may credit any time you were covered under the prior plan toward meeting this *plan's* pre-existing condition provision. To determine if a condition is pre-existing, we go back to the date your coverage under the prior plan started. We do this if: (a) the prior plan was substantially similar to this *plan*; (b) your active full-time service with the *employer* starts within 60 days of the date your coverage under the prior plan ended; and (c) you enroll in this *plan* within such 60 day period, or if later, within 31 days of the date you first become eligible under this *plan* during such 60 day period. If the *plan sponsor* has included an eligibility waiting period in the *plan*, you must still meet it before becoming insured under this *plan*.

CGP-3-LTD2K-9.1-NY

B380.0713-R

Not Covered

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) your taking part in a riot or civil disorder;
- (d) your commission of, or attempt to commit a felony;
- (e) your being engaged in an illegal occupation; or
- (f) intentional self-inflicted injuries.

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

- (1) during which you are not receiving *regular care* by a *doctor*;
- (2) during which you are not receiving medical care appropriate to the cause of your *disability* and any other *sickness* or *injury* which exists during your *disability*;
- (3) which starts before you are insured by this *plan*; or
- (4) during which your loss of earnings is not solely due to your *disability*.

CGP-3-LTD2K-10.0-NY

B380.0714-R

Converting This Group Intermediate AbilityGuard Disability Income Insurance

If Employment Ends When your coverage under this group Intermediate AbilityGuard Disability income insurance *plan* ends, you may apply for converted disability income coverage.

Converting This Group Intermediate AbilityGuard Disability Income Insurance (Cont.)

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

But, you will not be eligible for the converted coverage if your coverage under this *plan* ends because: (a) you: (i) fail to make a required contribution; (ii) change to a class not eligible under this *plan*; or (iii) retire; (b) this *plan* ends; or (c) this *plan* is amended to end coverage for all persons in a class.

How And When To Convert You must apply to us in writing and pay any required premium for the converted coverage. You must do this within 31 days of the date your coverage under this *plan* ends.

We won't ask for proof of good health. But, issuance of the converted coverage may be subject to other underwriting criteria. You must give us details about all other disability income insurance that: (a) you have; or (b) for which you have applied; or (c) for which you may become eligible under another plan within 31 days after your coverage under this *plan* ends.

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

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

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

CGP-3-LTD2K-11.0

B380.0096-R

Definitions

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

CGP-3-LTD2K-12.0

B380.0098-R

Activities Of Daily Living

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

Definitions (Cont.)

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

Cognitive Impairment Or Cognitively Impaired

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

CGP-3-LTD2K-12.1

B380.0099-R

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. The change in cost is expressed as a percentage of the cost of those goods and services in a base period. When we compute the change in *CPI-W*, we use the value of the *CPI-W* published in December of that year and the value published in December of the prior year. If the Department of Labor stops publishing the *CPI-W*, we have the right to use some other similar standard.

CGP-3-LTD2K-12.2

B380.0100-R

Disability Or Disabled

These terms mean you have physical, mental or emotional limits caused by a current *sickness* or *injury*. And, these limits cause you to meet the conditions shown below:

- (1) During the *elimination period* and the *own occupation* period, you are not able to perform, on a full-time basis, the major duties of your *own occupation*.
- (2) After the end of the *own occupation* period, you are: (a) not able to perform two or more *activities of daily living*, on a routine basis, without help; or (b) *cognitively impaired* and need verbal cueing to protect yourself or others.

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

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

Loss of a professional or occupational license will not, in itself, constitute *disability*.

CGP-3-LTD2K-12.5

B380.0106-R

Definitions (Cont.)

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. We do not recognize you, or your spouse, child, parent, sibling, or business associate, as a *doctor* with respect to your claim for this *plan's* benefits.

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

Any days during which you return to *active work* will not count toward the *elimination period*. The *elimination period* will be extended by one day for each day of *active work*. If you become eligible under any other similar group income replacement plan while you are at *active work*, you will not be entitled to benefits from this *plan*.

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

CGP-3-LTD2K-12.10

B380.0112-R

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 member 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 reduced by other income and earnings.

Income Earned During Disability The monthly income you earn from working while *disabled*. It includes any income you earn while *disabled* but which is returned to your *employer*, partnership, or any other similar business arrangement to cover any business or overhead expenses.

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

CGP-3-LTD2K01-12.11

B380.0455-R

Definitions (Cont.)

Insured Earnings Only your earnings will be included as insured earnings. Insured Earnings means a covered person's rate of monthly earnings as figured from the W-2 or 1099 forms received for the previous 2 calendar years. We include as earnings: (a) taxable earned income, including: (i) overtime pay; (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account; and (c) contributions to a cash or deferred compensation plan, or a salary reduction plan, qualified under IRC Section 401(k), 403(b) or 457, as reported on the covered person's W-2 form. We do not include as earnings: (1) expense accounts and other extra compensation; (2) stock options exercised; or (3) *employer* contributions to a cash or deferred compensation plan or salary reduction plan; or (4) business expenses, as reported on Schedule C - Part II of your Federal Income Tax Return or Form 1040, for the previous 2 calendar years.

If the covered person was not employed for the entire previous 2 calendar years, your insured earnings are based on your average rate of monthly earnings during the full time you were employed.

Insured 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.

CGP-3-LTD2K01-12.12

B380.2124-R

Maximum Capacity During the *own occupation* period, the fullest extent of work you are able to do in your *own occupation*. We decide the fullest extent of work you are able to do based on objective data provided by: (a) your treating *doctor*; (b) impartial medical or vocational exams; (c) peer review specialists; (d) functional capacities exams; and (e) other medical and vocational specialists whose area of expertise is appropriate to your *disability*.

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

Mental Or Emotional Conditions Include, but are not limited to: (a) neurosis; (b) psychoneurosis; (c) psychosis; (d) psychopathy; and (e) any other mental or emotional disorder.

Monthly Benefit This *plan's gross monthly benefit* reduced by other income. If you are working while *disabled*, your *monthly benefit* will be further reduced based on the amount of your *income earned during disability*. See the "If You Work While Disabled" provision of this *plan* for how this is done.

CGP-3-LTD2K01-12.13

B380.0493-R

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

Definitions (Cont.)

- Own Occupation** Your occupation as done in the general labor market in the national economy. To determine the duties and requirements of your *own occupation*, we use: (a) the job description provided by the *plan sponsor*; and (b) the duties and requirements of that occupation as shown in the most recent version of the Dictionary of Occupational Titles. That document is published by the Department of Labor. If the Department stops publishing that document, we have the right to use some other similar standard.
- 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.
- 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 Care** A person is being treated by, or in consultation with, a *doctor* at a frequency that is consistent with his or her condition. The requirement for *regular care* does not apply if he or she has reached his or her maximum point of recovery yet is still disabled under the terms of this *plan*.
- CGP-3-LTD2K01-12.14 B380.0497-R
- Rehabilitation Agreement** A formal agreement between; (a) you; (b) us; and (c) your *employer*, if needed. It outlines the *rehabilitation program* in which you agree to take part.
- Rehabilitation Program** A program of work or job-related training for you that we approve in writing. Its aim is to restore your wage earning abilities.
- Retirement Plan** A defined benefit or defined contribution plan funded wholly or in part by the *employer's* deposits for your benefit. The term does not include: (a) profit sharing plans; (b) thrift plans; (c) non-qualified deferred compensation plans; (d) individual retirement accounts; (e) tax sheltered annuities; or (f) 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.
- You** The person insured by this *plan*.
- CGP-3-LTD2K-12.15 B380.0135-R

CERTIFICATE AMENDMENT

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

The Settlement Option provision under the Member Group Term Life Insurance Benefit is amended in its entirety to read as follows:

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

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

The Guardian Life Insurance Company of America

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

PLEASE RETAIN THIS COPY FOR YOUR RECORDS

CGP-1-R-SO-12

B531.0106-R

REQUIRED DISCLOSURE STATEMENT

For Group Plan No.: G -00425611-

The schedule of insurance on page CGP-3-SI of the certificate booklet is a short summary of the health insurance benefits this plan provides. These benefits, including any exclusions and limitations, are fully explained in other parts of the certificate booklet. READ THE CERTIFICATE BOOKLET WITH CARE.

As evidenced by your certificate booklet, this plan provides the following health insurance benefits:

B610.0001-R

Long Term Disability Income Insurance (defined as Disability Income Insurance by the New York State Insurance Department).

B610.0004-R

This plan does not provide Basic Hospital Insurance, Basic Medical Insurance, Medicare Supplement Insurance, or Major Medical Insurance, as defined by the New York State Insurance Department.

B610.0016-R

Notice The above statements are not part of the group policy. The group policy alone determines the rights and duties of: (a) the employer to whom this plan is issued; (b) the policyholder (if other than such employer); (c) the Guardian; and (d) any person covered by this plan.

B610.0017-R

GLOSSARY

	This Glossary defines the italicized terms appearing in your booklet.	
	CGP-3-GLOSS-90	B900.0118-R
Eligibility Date	for dependent coverage is the earliest date on which: (a) you have initial dependents; and (b) are eligible for dependent coverage.	
	CGP-3-GLOSS-90	B900.0003-R
Eligible Dependent	is defined in the provision entitled "Dependent Coverage."	
	CGP-3-GLOSS-90	B750.0015-R
Member	means a person who works for the <i>employer</i> at the <i>employer's</i> place of business, and whose income is reported for tax purposes using a W-2 form.	
	CGP-3-GLOSS-90	B750.0006-R
Employer	means FREELANCERS UNION, INC. .	
	CGP-3-GLOSS-90	B900.0051-R
Enrollment Period	with respect to dependent coverage, means the 31 day period which starts on the date that you first become eligible for dependent coverage.	
	CGP-3-GLOSS-90	B900.0004-R
Initial Dependents	means those <i>eligible dependents</i> you have at the time you first become eligible for <i>member</i> coverage. If at this time you do not have any <i>eligible dependents</i> , but you later acquire them, the first <i>eligible dependents</i> you acquire are your <i>initial dependents</i> .	
	CGP-3-GLOSS-90	B900.0006-R
Newly Acquired Dependent	means an <i>eligible dependent</i> you acquire after you already have coverage in force for <i>initial dependents</i> .	
	CGP-3-GLOSS-90	B900.0008-R
Plan	means the <i>Guardian</i> group <i>plan</i> purchased by your <i>employer</i> , except in the provision entitled "Coordination of Benefits" where "plan" has a special meaning. See that provision for details.	
	CGP-3-GLOSS-90	B900.0039-R
Proof or Proof of Insurability	means an application for insurance showing that a person is insurable.	
	CGP-3-GLOSS-90	B900.0010-R

STATEMENT OF ERISA RIGHTS

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

Receive Information About Your Plan and Benefits

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

Prudent Actions By Plan Fiduciaries

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

Statement of Erisa Rights (Cont.)

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

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

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

B800.0093

Disability Benefits Claims Procedure

If you seek benefits under the plan you should complete, execute and submit a claim form. Claim forms and instructions for filing claims may be obtained from the Plan Administrator.

Guardian is the Claims Fiduciary with discretionary authority to determine eligibility for benefits and to construe the terms of the *plan* with respect to claims. Guardian has the right to secure independent professional healthcare advice and to require such other evidence as needed to decide your claim.

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

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

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

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

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

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

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

Disability Benefits Claims Procedure (Cont.)

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

- Appeal of Adverse Benefit Determinations** If a claim is wholly or partially denied, the claimant will have up to 180 days to make an appeal.

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

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

In reviewing an appeal, Guardian will

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

Disability Benefits Claims Procedure (Cont.)

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

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

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

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

B800.0075

Termination of This Group Plan

Your *employer* may terminate this group *plan* at any time by giving us 31 days advance written notice. This *plan* will also end if your *employer* fails to pay a premium due by the end of this grace period.

We may have the option to terminate this *plan* if the number of people insured falls below a certain level.

When this *plan* ends, you may be eligible to continue or convert your insurance coverage. Your rights upon termination of the *plan* are explained in this booklet.

B800.0007

Life Insurance Claims Procedure

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

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

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

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

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

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

The claims procedures applicable to disability benefits under this plan apply to your application for an extension of life insurance benefits due to total disability under an Extended Life Benefit under this plan.

B800.0096

Termination of This Group Plan

Your *employer* may terminate this group *plan* at any time by giving us 31 days advance written notice. This *plan* will also end if your *employer* fails to pay a premium due by the end of this grace period.

We may have the option to terminate this *plan* if the number of people insured falls below a certain level.

When this *plan* ends, you may be eligible to continue or convert your insurance coverage. Your rights upon termination of the *plan* are explained in this booklet.

B800.0007



GUARDIANSM

**The Guardian Life Insurance
Company of America**

7 Hanover Square
New York, New York 10004-2616