



GUARDIANSM

**YOUR GROUP INSURANCE
PLAN BENEFITS**

MINNEAPOLIS COLLEGE OF ART & DESIGN

CLASS 0001

AD&D, OPTIONAL LIFE, LTD, LIFE

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

This Booklet Includes All Benefits For Which You Are Eligible.

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

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

"Please Read This Document Carefully".

CERTIFICATE OF COVERAGE

The Guardian
7 Hanover Square
New York, New York 10004

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

Group Policy No.	Certificate No.	Effective Date
Issued To		

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

The Guardian Life Insurance Company of America

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

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All Options

GENERAL PROVISIONS

As used in this booklet:

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

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

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

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

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

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

CGP-3-R-GENPRO-90

B160.0002

All Options

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

All Options

Incontestability

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

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

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

CGP-3-R-INCY-90

B160.0003

Examination and Autopsy

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

CGP-3-R-EA-90

B160.0006

Accident and Health Claims Provisions

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

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

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

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

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

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

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

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

Accident and Health Claims Provisions (Cont.)

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

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

CGP-3-R-AHC-90

B160.0014

All Options

Minnesota Continuance of Loss of Life Benefits

Important Notice This provision applies to any loss of life coverages provided by this *plan*. Continuing the group life benefits under this section does not stop you from converting these benefits when this continuance ends. But, such conversion will be based on any applicable sections of this *plan*. And, you may elect to continue group life benefits under the "Continuance" section in place of this continuance. You should read this *plan*, as well as any related materials, carefully before making an election.

If Your Group Life Benefits End You may elect to continue your group life benefits under this section if they would otherwise end due to your: (a) voluntary or involuntary termination of employment, except for gross misconduct; (b) lay-off; or (c) reduction in work hours resulting in your loss of membership in an eligible class of employees. The continuance will last up to 18 months, subject to "When This Continuance Ends".

The Employer's Responsibilities The *employer* must give you written notice of:

- (a) your right to continue this *plan's* group life benefits under this section;
- (b) the monthly premium you must pay in order to continue such benefits; and
- (c) the times and manner in which such monthly payments must be made.

The *employer* must send the written notice by first class certified mail to your last known address within ten days of your termination, lay-off, or reduction of work hours.

The Employer's Liability The *employer* will be liable for your continued group life benefits under this section to the same extent as, and in place of, us if:

- (a) the *employer* fails to notify you of your continuance rights as described above; or
- (b) the *employer* fails, after timely receipt of your premium payment, to pay us on your behalf, thereby causing your continued group life benefits to end.

Your Responsibilities To continue the group life benefits under this section, you must give the *employer* written notice that you elect to continue, and pay the first month's premium. You must do this within 60 days of the later of:

Minnesota Continuance of Loss of Life Benefits (Cont.)

- (a) the date the group life benefits would otherwise end; and
- (b) the date you receive the written notice of your continuance rights from the *employer*.

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

The monthly premium will not exceed 102% of the amount which would have been charged for the group life benefits had you stayed insured under the group *plan* on a regular basis. It includes any amount which would have been paid by the *employer*.

You waive your continuance rights under this section if you either fail to notify the *employer* of your intent to continue, or you fail to make any required premium payment in a timely manner.

When This Continuance Ends A covered person's continued group life benefits under this section end on the first of the following:

- (a) the date which is 18 months from the date the group life benefits would otherwise end;
- (b) the date he or she becomes covered under another group life insurance plan;
- (c) the date the *employer's* involvement under the group policy ends; or
- (d) the end of the period for which the last premium payment is made.

CGP-3-R-LCM-98-MN

B190.0012

All Options

Continuance

Important Restrictions You may not elect to continue your term life insurance under this section; unless you have been covered by this group *plan*, or the one it replaced, for such insurance for at least three consecutive months prior to the date your coverage under this *plan* would otherwise end. When you elect to continue insurance under this section, no further increases or decreases in your amount of insurance are permitted, except for any scheduled reductions based on age. And, this continued insurance does not include any extended life or waiver of premium benefits.

Continuance Of Term Life Insurance You may elect to continue your term life insurance under this section, subject to the following terms and conditions.

You may continue your insurance if coverage under this *plan* would otherwise end for any reason other than: (a) termination of employment due to sickness or injury; (b) the end of your Minnesota continuance of loss of life benefits; (c) failure to pay any required premium; or (d) the end of this group *plan*.

You may not continue your insurance if you have reached your 70th birthday on the day your insurance under this *plan* would otherwise end.

How To Continue To continue, you must apply to us in writing and pay the required premium. You have 31 days from the date coverage would otherwise end under this *plan* to do this. We won't ask for proof that you are insurable.

The premium for this continued insurance may not be the same as the premium for active employees. It will be based on: (a) your rate class under this *plan* on the date insurance would otherwise end; and (b) your age bracket as specified in the Life Continuance Premium Notice.

When This Continuance Ends Your continued term life insurance under this section ends on the earliest of the following dates:

- a) the date the group policy is terminated by us;
- b) the date you fail to pay any required premium;
- c) the date you die; or
- d) the date you reach age 70.

If your continued term life insurance ends, we will return any unearned portion of the premium paid by you on a pro-rata basis.

You may be able to convert term life insurance to individual insurance policies if continued coverage ends. Read the conversion privilege sections of this *plan* for details.

CGP-3-R-LCC-98-MN

B240.0337

ELIGIBILITY FOR LIFE AND DISMEMBERMENT COVERAGES

B264.0003

Employee Coverage

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

Other Conditions You must:

- (a) be legally working in the United States, or working outside of the United States for a United States based employer in a country or region approved by us.
- (b) be regularly working at least the number of hours in the normal work week set by your *employer* (but not less than 1,000 hours per year), at:
 - (i) your *employer's* place of business;
 - (ii) some place where your *employer's* business requires you to travel; or
 - (iii) any other place you and your *employer* have agreed upon for performance of occupational duties.

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

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

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

CGP-3-EC-90-1.0

B264.2300-R

Employee Coverage

All Options

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

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

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

CGP-3-EC-90-1.0

B264.2794

All Options

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

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

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

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

CGP-3-EC-90-2.0

B264.0690

All Options

When Your Coverage Ends Your coverage ends on the last day of the month in which 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 last day of the month in which you stop being a member of a class of *employees* eligible for insurance under this *plan*, or when this *plan* ends for all *employees*. And it ends when this *plan* is changed so that benefits for the class of *employees* to which you belong ends.

It ends on the last day of the month in which you are no longer working in the United States, or working outside of the United States for a United States based employer in a country or region approved by us.

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

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

CGP-3-EC-90-3.0

B264.2361-R

All Options

When Your Coverage Ends Your coverage ends on the date your active *full-time* service ends for any reason, except as noted below under "Coverage During Temporary Layoff or Leave of Absence". Such reasons include disability, death, retirement and the end of employment.

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

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

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

Coverage During Temporary Layoff or Leave of Absence

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

Read this booklet carefully if your coverage ends. You may have the right to 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

B264.1384

All Options

Parental Leave Of Absence If your active *full-time* service ends because you go on parental leave, as described in Sections 181 93 through 181 98 of Chapter 181 of the Minnesota Code, your *employer* must continue your group insurance for the duration of the parental leave. Subject to all of the terms of this *plan*. But your *employer* may require you to pay the full cost of your coverage during such parental leave.

CGP-3-EC-90-4.0

B180.0087

All Options

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

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

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

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

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

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

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

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

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

CGP-3-EC-90-3.0

B264.2450

All Options

GROUP TERM LIFE INSURANCE SCHEDULE

CGP-3-R-SCH-90

B265.0002

All Options

Employee Basic Term Life Insurance

CGP-3-R-SCH-90

B265.0003

All Options

Your Basic Term Life Insurance Amount Insurance Amount \$30,000.00
CGP-3-R-SCH-90 B265.0011

All Options

Reduction of Basic Life Insurance Amount Based on Age If an employee is less than age 70 when his or her insurance under this plan starts, his or her insurance amount is reduced, on the date he or she reaches age 70, by 50% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

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

CGP-3-R-SCH-90

B265.0482

All Options

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

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

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

CGP-3-R-SCH-90

B265.0569

All Options

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

CGP-3-R-SCH-90

B265.0029

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

All Options

Your Basic AD&D Insurance Amount Insurance Amount \$30,000.00
CGP-3-R-SCH-90 B265.0031

All Options

Reduction of Basic AD&D Amount Based on Age If an employee is less than age 70 when his or her insurance under this plan starts, his or her insurance amount is reduced, on the date he or she reaches age 70, by 50% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

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

CGP-3-R-SCH-90 B265.0493

All Options

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

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

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

CGP-3-R-SCH-90 B265.0571

All Options

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

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

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

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

CGP-3-SI-12 B265.4298

LIFE INSURANCE

B270.0070

Your Group Term Life Insurance

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

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

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

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

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

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

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

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

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

CGP-3-R-LB-90

B270.0113

THE FOLLOWING PROVISION APPLIES TO YOUR BASIC TERM LIFE INSURANCE:

B275.0076

Converting This Group Term Life Insurance

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

If you are not disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium", you can convert to a permanent life insurance policy. You can convert the amount for which you were covered under this plan.

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

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

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

If you are not disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium" when this coverage ends, you can convert to a permanent life insurance policy. You can convert the full amount for which you were covered under this plan.

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

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

If Continued Insurance Ends When your continued group life insurance ends for any reason, other than non-payment of premiums, as described in this plan's "Minnesota Continuance and Loss of Life Benefits" section, you can also convert.

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

Converting This Group Term Life Insurance (Cont.)

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

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

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

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

CGP-3-R-LCONV-99-MN

B275.0154

All Options

Your Extended Life Benefit With Waiver Of Premium

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

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

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

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

How And When To Apply To apply for this extension, you must submit satisfactory written medical proof of your total disability within one year of the onset of that disability. Any claim filed after one year from the onset of total disability will be denied, unless we receive written proof that: (a) you lacked the legal capacity to file the claim; or (b) it was not reasonably possible for you to file the claim.

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

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

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

You are encouraged to apply for this benefit immediately upon the onset of disability.

Continued Eligibility For Extended Life Benefit

We may require periodic written proof that you remain totally disabled to maintain this extension. This written proof of your continued disability and doctor's care must be provided to us within 30 days of the date we make each such request.

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

Until You've Been Approved For This Extended Life Benefit

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

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

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

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

When This Extension Begins

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

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

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

B275.0056

All Options

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

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

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

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

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

B275.0059

All Options

Converting This Dependent Term Life Insurance

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

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

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

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

If one of the above happens, and your dependents have been insured by a Guardian group plan for at least five years, they can convert. But we limit the amount each dependent can convert to the lesser of: (a) \$2,000.00; and (b) the amount of his or her insurance under this plan less any group life benefits for which he or she becomes eligible in the 31 days after this insurance ends.

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.

CGP-3-R-DEPL-03

B295.0058

All Options

Your Basic Accidental Death And Dismemberment Benefits

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

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

ACCIDENTAL DEATH AND DISMEMBERMENT

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

Your Basic Accidental Death And Dismemberment Benefits (Cont.)

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

Loss of:

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

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

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

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

CGP-3-R-ADCL1-00

B310.0981

All Options

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

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

CGP-3-R-ADCL2-00-MN

B310.0485

CERTIFICATE AMENDMENT

(To be attached to certificates issued to employees) The certificate is amended as follows:

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

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

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

The Guardian Life Insurance Company of America

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

CERTIFICATE AMENDMENT

(To be attached to certificates issued to employees) The certificate is amended as follows:

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

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

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

The Guardian Life Insurance Company of America

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

All Options

GLOSSARY

This Glossary defines the italicized terms appearing in your booklet.

CGP-3-GLOSS-90

B900.0118

All Options

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

CGP-3-GLOSS-90

B750.0006

All Options

Employer means MINNEAPOLIS COLLEGE OF ART & DESIGN .

CGP-3-GLOSS-90

B900.0051

All Options

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

CGP-3-GLOSS-90

B900.0004

All Options

Full-time means the *employee* regularly works at least the number of hours in the normal work week set by the *employer* (but not less than 1,000 hours per year), at his *employer's* place of business.

CGP-3-GLOSS.1

B750.0230-R

All Options

Initial Dependents means those *eligible dependents* you have at the time you first become eligible for *employee* coverage. If at this time you do not have any *eligible dependents*, but you later acquire them, the first *eligible dependents* you acquire are your *initial dependents*.

CGP-3-GLOSS-90

B900.0006

All Options

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

CGP-3-GLOSS-90

B900.0039

All Options

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

CGP-3-GLOSS-90

B900.0010

STATEMENT OF ERISA RIGHTS

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

Receive Information About Your Plan and Benefits

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

**Prudent Actions By
Plan Fiduciaries**

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

Statement of Erisa Rights (Cont.)

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

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

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

CGP-3-ERISA

B800.0093

Life And Accidental Death And Dismemberment Insurance Claims Procedure

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

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

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

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

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

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

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

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

Timing For Initial Benefit Determination Guardian will make a determination of whether you meet the plan's standard for total disability not later than 45 days after the date of receipt of a claim. This period may be extended by up to 30 days if Guardian determines that an extension is necessary due to matters beyond the control of the plan, and so notifies you before the end of the initial 45-day period. Such notification will include the reason for the extension and a date by which the determination will be made. If prior to the end of the 30-day period Guardian determines that an additional extension is necessary due to matters beyond the control of the plan, and so notifies you, the time period for making a benefit determination may be extended for an additional period of up to 30 days. Such notification will include the special circumstances requiring the extension and a date by which the final determination will be made.

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

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

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

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

- the specific reason(s) for the adverse determination;
- reference to the specific *plan* provision(s) on which the determination is based;
- a description of any additional material or information necessary to make the claim valid and an explanation of why such material or information is needed;
- a description of the plan's claim review procedures and the time limits applicable to such procedures, including a statement indicating that the claimant has the right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination; and
- identification and description of any specific internal rule, guideline or protocol that was relied upon in making an adverse benefit determination, or a statement that a copy of such information will be provided to the claimant free of charge upon request.

Appeals of Adverse Determinations If an application is denied, you will have up to 180 days to make an appeal. Guardian will conduct a full and fair review of an appeal which includes providing to claimants the following:

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

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

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

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

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

CGP-3-ERISA

B800.0099

Termination of This Group Plan

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

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

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

CGP-3

B800.0007

This Booklet Includes All Benefits For Which You Are Eligible.

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

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

"Please Read This Document Carefully".

B985.0044

CERTIFICATE OF COVERAGE

The Guardian
7 Hanover Square
New York, New York 10004

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

Group Policy No.	Certificate No.	Effective Date
Issued To		

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

The Guardian Life Insurance Company of America

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

All Options

GENERAL PROVISIONS

As used in this booklet:

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

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

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

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

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

CGP-3-R-GENPRO-90

B160.0012

All Options

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

All Options

Incontestability

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

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

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

CGP-3-R-INCY-90

B160.0003

Examination and Autopsy

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

CGP-3-R-EA-90

B160.0006

ELIGIBILITY FOR LIFE COVERAGES

B264.0002

Employee Coverage

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

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

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

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

CGP-3-EC-90-1.0

B264.0062

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

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

But you must be actively at work on a *full-time* basis 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 actively at work on any date part of your insurance is scheduled to start, we will postpone that part of your coverage until the date you return to active *full-time* work.

Sometimes, the effective date shown on the sticker or in the endorsement is not a regularly scheduled work day. But coverage will still start on that date if you were actively at work on a *full-time* basis on your last regularly scheduled work day.

CGP-3-EC-90-2.0

B180.0066

All Options

Delayed Effective Date For Employee Optional Life Coverage

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

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

CGP-3-DEF-97

B270.0384

All Options

When Your Coverage Ends

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

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

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.

Some coverages under this *plan* may end at other times for other reasons.

Read this booklet carefully if your coverage ends. You may have the right to continue group benefits after your coverage would otherwise end. And you may have the right to replace group benefits with converted policies. When your insurance under this *plan* ends, you must surrender your certificate.

CGP-3-EC-90-3.0

B190.0004

All Options

Parental Leave Of Absence

If your active *full-time* service ends because you go on parental leave, as described in Sections 181 93 through 181 98 of Chapter 181 of the Minnesota Code, your *employer* must continue your group insurance for the duration of the parental leave. Subject to all of the terms of this *plan*. But your *employer* may require you to pay the full cost of your coverage during such parental leave.

CGP-3-EC-90-4.0

B180.0087

All Options

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

Important Notice This section may not apply to an *employer's* plan. You must contact your *employer* to find out if:

- the *employer* must allow for a leave of absence under federal law, in which case;
- the section applies to you.

Continuation Of Life Coverages Your loss of life 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 Insurance Ends Group insurance may end for you because you cease full-time work due to an approved leave of absence. Such leave of absence must have been granted to allow you to care for a seriously ill spouse, child or parent, or after the birth or adoption of a child, or due to your own serious health condition. If so, your group insurance will be continued at your *employer's* option. You will be required to pay the same share of the premium as before the leave of absence.

When Continuation Ends Insurance may continue until the earliest of: (a) the date you return to full-time work; (b) the end of a total leave period of 12 weeks in any 12 month period; (c) the date on which your coverage would have ended had you not been on leave; or (d) the end of the period for which the premium has been paid.

CGP-3-EC-90-3.0

B190.0010

Dependent Life Coverage

All Options

CGP-3-DEP-90-1.0

B264.0056

All Options

Eligible Dependents For Optional Dependent Life Benefits Your *eligible dependents* are: your legal spouse who is under age 70, and your unmarried dependent children who are 14 or more days old, until they reach age 25 and your unmarried dependent children, from age 25 until they reach age 26, who are enrolled as full-time students at accredited schools.

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

CGP-3-DEP-90-3.0

B200.0761

All Options

Adopted Children And Step-Children Your "unmarried dependent children" include your legally adopted children and, if they depend on you for most of their support and maintenance, your step-children. We treat a child as legally adopted if the child is in your legal custody under an interim court order of adoption. We treat such a child this way whether or not a final adoption order is ever issued.

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

CGP-3-DEP-90-3.1

B264.0008

All Options

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

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

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

CGP-3-DEP-90-5.0

B200.0288

All Options

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

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

If you do this within the *enrollment period*, the coverage is scheduled to start on the later of the first of the month which coincides with or next follows the date you sign the enrollment form; and the date you become insured for employee coverage.

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

Dependent Coverage (Cont.)

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.

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

B200.0314

All Options

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

CGP-3-DEP-90-7.0

B200.0692

All Options

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

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

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

Read this *plan* carefully if dependent coverage ends for any reason. An employee may have the right to continue dependent coverage after his or her dependent coverage would otherwise end. Dependents may have the right to replace group benefits with converted policies.

CGP-3-DEP-90-9.0

B190.0003

All Options

GROUP TERM LIFE INSURANCE SCHEDULE

CGP-3-R-SCH-90

B265.0002

All Options

Employee Optional Contributory Term Life Insurance

CGP-3-R-SCH-90

B265.0055

All Options

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

CGP-3-R-SCH-90

B265.0799

All Options

Your Optional Term Life Insurance Amount *Plan A*

You may elect amounts of optional term life insurance in increments of \$10,000.00, but your amount may not be less than \$20,000.00 and may not exceed \$300,000.00.

CGP-3-R-SCH-90

B265.0063

All Options

Reduction of Optional Life Insurance Amount Based on Age If an employee is less than age 70 when his or her insurance under this plan starts, his or her insurance amount is reduced, on the date he or she reaches age 70, by 50% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

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

CGP-3-R-SCH-90

B265.0519

All Options

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

We require *proof* as follows:

CGP-3-R-SCH-90

B265.0431

Employee Optional Contributory Term Life Insurance (Cont.)

All Options

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

CGP-3-R-SCH-90

B265.0732

All Options

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

CGP-3-R-SCH-90

B265.0435

All Options

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

CGP-3-R-SCH-90

B265.0437

All Options

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

CGP-3-R-SCH-90

B265.0697

All Options

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

CGP-3-R-SCH-90

B265.0697

All Options

Dependent Optional Term Life Insurance

Dependent Optional Life Election

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

CGP-3-R-SCH-90

B265.0800

All Options

Your Optional Dependent Spouse Term Life Insurance Amount

Plan A

You may elect amounts of optional dependent spouse term life insurance in increments of \$5,000.00, but the amount may not be less than \$10,000.00 and may not exceed \$150,000.00.

CGP-3-R-SCH-90

B265.0505

Dependent Optional Term Life Insurance (Cont.)

All Options

Your Optional Dependent Child Insurance Amount

Plan A

You may elect amounts of optional dependent child term life insurance in increments of \$5,000.00, but the amount may not be less than \$5,000.00 and may not exceed \$20,000.00.

GP-1-SI

B265.0581

All Options

In no event may the insurance amount of *your* dependent spouse exceed 50% of *your* voluntary term life insurance amount.

In no event may the insurance amount of *your* dependent child exceed 10% of *your* voluntary term life insurance amount.

CGP-3-R-SCH-90

B985.0042

All Options

Proof of Insurability Requirements

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

We require proof as follows:

CGP-3-R-SCH-90

B265.0536

All Options

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

CGP-3-R-SCH-90

B265.0734

All Options

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

CGP-3-R-SCH-90

B265.0540

All Options

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

CGP-3-R-SCH-90

B265.0542

Dependent Optional Term Life Insurance (Cont.)

All Options

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

CGP-3-R-SCH-90

B265.0864

All Options

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

CGP-3-R-SCH-90

B265.0549

All Options

We require proof for any amount of dependent optional term life insurance in excess of \$ 10,000.00 with respect to your dependent child(ren).

CGP-3-R-SCH-90

B265.0551

LIFE INSURANCE

B270.0070

Your Optional Group Term Life Insurance

- Life Benefit** Subject to the limitations and exclusions below, if you die while insured for this benefit, we'll pay your beneficiary the amount shown in the schedule for the plan of benefits you have elected. Your life benefit may be subject to reductions based on your age. These reductions are also shown in the schedule. Your benefit amount, a portion thereof, or increases in such amount may not become effective until you submit *proof of insurability* to us, and we approve it in writing. These requirements are also shown in the schedule.
- Proof of Death** Subject to all of the terms of this *plan*, we'll pay this insurance as soon as we receive written proof of death which is acceptable to us. This should be sent to us as soon as possible.
- Suicide Exclusion** We pay no benefits if your death is due to suicide, if such death occurs within two years from your employee optional group term life insurance effective date under this *plan*. Also, we pay no increased benefit amount if your death is due to suicide, if such death occurs within two years from the effective date of the increase.
- Seatbelt and Airbag Benefits** If you die as a direct result of an automobile accident while properly wearing a seatbelt, we will increase your benefit amount by \$10,000.00. And if you die as a direct result of an automobile accident while both properly wearing a seatbelt, and sitting in a seat equipped with an airbag, we'll increase your benefit amount by an additional \$5,000.00, for a total increase of \$15,000.00.
- Your Beneficiary** You decide who gets this insurance if you die. You should have named your beneficiary on your enrollment form. You can change your beneficiary at any time by giving your employer written notice, unless you've assigned this insurance. But the change won't take effect until your employer gives you written confirmation of the change.
- If you named more than one person, but didn't tell us what their shares should be, they'll share equally. If someone you named dies before you do, his or her share will be divided equally by the beneficiaries still alive, unless you've told us otherwise.
- If there is no beneficiary when you die, we'll pay the insurance to one of the following: (a) your estate; (b) your spouse; (c) your parents; (d) your children; or (e) your brothers and sisters.
- Assigning Your Life Insurance** If you assign this insurance, you permanently transfer all your rights under this insurance to the assignee. Only one of the following can be an assignee: (a) your spouse; (b) one of your parents or grandparents; (c) one of your children or grandchildren; (d) one of your brothers or sisters; or (e) the trustee(s) of a trust set up for the benefit of one or more of these relatives.

Your Optional Group Term Life Insurance (Cont.)

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

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

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

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

Payment of Funeral or Last Illness Expense We have the option of paying up to \$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-96

B273.0476

All Options

Minnesota Continuance of Loss of Life Benefits

Important Notice This provision applies to any loss of life coverages provided by this *plan*. Continuing the group life benefits under this section does not stop you from converting these benefits when this continuance ends. But, such conversion will be based on any applicable sections of this *plan*. And, you may elect to continue group life benefits under the "Continuance" section in place of this continuance. You should read this *plan*, as well as any related materials, carefully before making an election.

If Your Group Life Benefits End You may elect to continue your group life benefits under this section if they would otherwise end due to your: (a) voluntary or involuntary termination of employment, except for gross misconduct; (b) lay-off; or (c) reduction in work hours resulting in your loss of membership in an eligible class of employees. The continuance will last up to 18 months, subject to "When This Continuance Ends." The continuance may cover you and any of your then insured dependents whose group life benefits would otherwise end.

The Employer's Responsibilities The *employer* must give you written notice of:

- (a) your right to continue this *plan's* group life benefits under this section;
- (b) the monthly premium you must pay in order to continue such benefits; and
- (c) the times and manner in which such monthly payments must be made.

Minnesota Continuance of Loss of Life Benefits (Cont.)

The *employer* must send the written notice by first class certified mail to your last known address within ten days of your termination, lay-off, or reduction of work hours.

The Employer's Liability The *employer* will be liable for your continued group life benefits under this section to the same extent as, and in place of, us if:

- (a) the *employer* fails to notify you of your continuance rights as described above; or
- (b) the *employer* fails, after timely receipt of your premium payment, to pay us on your behalf, thereby causing your continued group life benefits to end.

Your Responsibilities To continue the group life benefits under this section, you must give the *employer* written notice that you elect to continue, and pay the first month's premium. You must do this within 60 days of the later of:

- (a) the date the group life benefits would otherwise end; and
- (b) the date you receive the written notice of your continuance rights from the *employer*.

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

The monthly premium will not exceed 102% of the amount which would have been charged for the group life benefits had you stayed insured under the group *plan* on a regular basis. It includes any amount which would have been paid by the *employer*.

You waive your continuance rights under this section if you either fail to notify the *employer* of your intent to continue, or you fail to make any required premium payment in a timely manner.

When This Continuance Ends A covered person's continued group life benefits under this section end on the first of the following:

- (a) the date which is 18 months from the date the group life benefits would otherwise end;
- (b) the date he or she becomes covered under another group life insurance plan;
- (c) the date the *employer's* involvement under the group policy ends; or
- (d) the end of the period for which the last premium payment is made.

CGP-3-R-LCM-98-MN

B190.0011

Important Restrictions You may not elect to continue your optional term life insurance under this section; unless you have been covered by this group *plan*, or the one it replaced, for such insurance for at least three consecutive months prior to the date your coverage under this *plan* would otherwise end. When you elect to continue insurance under this section, no further increases or decreases in your amount of insurance are permitted, except for any scheduled reductions based on age. And, this continued insurance does not include any extended life or waiver of premium benefits.

Continuance Of Optional Term Life Insurance You may elect to continue your optional term life insurance and dependent optional term life insurance under this section, subject to the following terms and conditions.

You may continue your insurance if coverage under this *plan* would otherwise end for any reason other than: (a) termination of employment due to sickness or injury; (b) the end of your Minnesota continuance of loss of life benefits; (c) failure to pay any required premium; or (d) the end of this group *plan*.

You may not continue your insurance, or coverage for any of your dependents, if you have reached your 70th birthday on the day your insurance under this *plan* would otherwise end.

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

To be eligible for continued coverage, a dependent must be insured under this *plan* as of the day your insurance would otherwise end. But, you may later add a newly acquired dependent child, if you have continued coverage on other dependent children under the terms of this section. You have 31 days after you acquire the dependent child to request coverage. If you do not request coverage within such 31 days, no coverage will be provided for that child. If the newly acquired child is a newborn, he or she will not be covered until he or she is 14 days old. The effective date of the newly acquired child's coverage will be the later of: (a) the date the child is at least 14 days old; and (b) the date we receive the request for coverage.

If You Die While Insured If you die while insured for dependent optional term life insurance, your then insured surviving spouse may continue the insurance of your then insured dependents as described above. If there is no surviving spouse, or if the surviving spouse has reached his or her 70th birthday on the day you die, no dependents will be allowed to continue their insurance.

How To Continue To continue, you or your surviving spouse must apply to us in writing and pay the required premium. You or your surviving spouse have 31 days from the date coverage would otherwise end under this *plan* to do this. We won't ask for proof that you or your surviving spouse are insurable.

The premium for this continued insurance may not be the same as the premium for active employees and/or their dependents. It will be based on: (a) your and/or your dependent's rate class under this *plan* on the date insurance would otherwise end; and (b) your or your surviving spouse's age bracket as specified in the Optional Life Continuance Premium Notice.

When This Continuance Ends Your continued optional term life insurance under this section ends on the earliest of the following dates:

- (a) the date the group policy is terminated by us;
- (b) the date you fail to pay any required premium;
- (c) the date you die; or
- (d) the date you reach age 70.

Continued optional term life coverage under this section for each dependent ends on the date your optional term life insurance ends. Such continued optional term life coverage for a dependent also ends on the date he or she ceases to be an eligible dependent. If you ask us to terminate the continued optional term life coverage of your spouse and/or all of your dependent children, that coverage will end as of the date of your request, or any later date specified in the notice.

If your continued optional term life insurance on yourself and/or your dependents ends, we will return any unearned portion of the premium paid by you on a pro-rata basis.

You and/or your dependents may be able to convert optional term life insurance to individual insurance policies if continued coverage ends. Read the conversion privilege sections of this *plan* for details.

CGP-3-R-LCC-98-MN

B190.0013

Information About Conversion and Continuance

No covered person is allowed to convert his or her insurance, and continue his or her insurance at the same time. If a situation arises in which a covered person would be eligible to both convert and continue, he or she may only exercise one of these privileges. A covered person may never be insured under both a converted policy and this *plan* at the same time. But, a covered person may elect to convert his or her insurance after his or her continued insurance ends.

You are not allowed to continue your insurance, and the insurance of your dependents, under more than one continuance section at the same time. If a situation arises in which you would be eligible to continue under more than one section, you may only elect one of these privileges. A covered person may never be insured under more than one continuance section at the same time. And, if you have elected to continue insurance under one continuance section, you or your surviving spouse may not elect to continue insurance under any other section when that continuance ends.

The covered person should read this *plan*, as well as any related materials, carefully before making an election.

CGP-3-R-LCI-98-MN

B190.0015

Converting This Group Term Life Insurance

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

If you are not disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium", you can convert to a permanent life insurance policy. You can convert the amount for which you were covered under this plan.

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

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

Converting This Group Term Life Insurance (Cont.)

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

If you are not disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium" when this coverage ends, you can convert to a permanent life insurance policy. You can convert the full amount for which you were covered under this plan.

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

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

If Continued Insurance Ends When your continued group life insurance ends for any reason, other than non-payment of premiums, as described in this plan's "Minnesota Continuance and Loss of Life Benefits" or "Continuance" sections, you can also convert.

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

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

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

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

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

Your Extended Life Benefit With Waiver Of Premium

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

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

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

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

How And When To Apply To apply for this extension, you must submit satisfactory written medical proof of your total disability within one year of the onset of that disability. Any claim filed after one year from the onset of total disability will be denied, unless we receive written proof that: (a) you lacked the legal capacity to file the claim; or (b) it was not reasonably possible for you to file the claim.

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

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

You are encouraged to apply for this benefit immediately upon the onset of disability.

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

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

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

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

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

However, if: (a) this group plan terminates; or (b) the employer's involvement with the group policy terminates; and (c) you are totally disabled and eligible, but not yet approved, for this extended benefit; then you must: (i) convert to an individual permanent or term policy; and (ii) remain insured under such policy until you are approved by us for the extended benefit.

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

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

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

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

B985.0020

All Options

When This Extension Ends Your extension will end on the earliest of:

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

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

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

Proof Of Death We'll pay as soon as we receive

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

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

B275.0059

Your Dependent Spouse and Child Optional Term Life Insurance

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

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

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

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 \$10,000.00. 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 \$5,000.00, for a total increase of \$15,000.00.

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

CGP-3-R-DOPT-96

B293.0145

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 group life insurance is extended under the "Extended Life Benefit" section; or (b) you die. Your insurance may also end when: (i) your active full-time employment ends; or (ii) you stop being a member of a class of employees eligible for employee group life insurance.

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

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

Converting This Dependent Term Life Insurance (Cont.)

If The Employer's Involvement With The Group Policy Ends, The Group Policy Terminates, Or Group Life Insurance Is Dropped Dependent term life insurance ends for all of your dependents when the group policy terminates. It also may end: (a) when the *employer's* involvement with the group *plan* ends; or (b) if either employee or dependent term life insurance is dropped from the group *plan* for all employees or for your class.

If insurance ends for any of the above reasons, and your dependents have been insured by a Guardian group life plan for at least five years, they can convert. But, we limit the amount each dependent can convert to the lesser of: (a) \$2,000.00; and (b) the amount of the dependent's insurance under this *plan*, less any group life benefits for which he or she becomes eligible in the 31 days after this insurance ends.

If Continued Insurance Ends When your continued dependent insurance ends, for any reason other than non-payment of premiums as described in this *plan's* "Minnesota Continuance of Loss of Life Benefits" or "Continuance" sections, your dependents can also convert.

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.

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 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 life 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.

CGP-3-R-DEPOL-98-MN

B190.0022

All Options

GLOSSARY

This Glossary defines the italicized terms appearing in your booklet.

CGP-3-GLOSS-90

B900.0118

All Options

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

CGP-3-GLOSS-90

B900.0003

All Options

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

CGP-3-GLOSS-90

B750.0015

All Options

Employee means a person who works for the employer at the employer's place of business, and whose income is reported for tax purposes using a W-2 form. This term will also include an employee who has become insured and who has elected to continue his or her insurance as provided in this plan after: (a) he or she ceases to work for the employer; (b) he or she ceases to be a member in the classes of employees eligible for insurance; (c) the employer cancels involvement with the group policy; or (d) this rider is amended to discontinue the eligibility of a class of employees to which he or she belongs.

CGP-3-GLOSS-90

B190.0020

All Options

Employer means MINNEAPOLIS COLLEGE OF ART & DESIGN .

CGP-3-GLOSS-90

B900.0051

All Options

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

CGP-3-GLOSS-90

B900.0004

All Options

Full-time means the *employee* regularly works at least the number of hours in the normal work week set by the *employer* (but not less than 1,000 hours per year), at his *employer's* place of business.

CGP-3-GLOSS.1

B750.0230-R

All Options

Initial Dependents means those *eligible dependents* you have at the time you first become eligible for *employee coverage*. If at this time you do not have any *eligible dependents*, but you later acquire them, the first *eligible dependents* you acquire are your *initial dependents*.

CGP-3-GLOSS-90

B900.0006

All Options

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

CGP-3-GLOSS-90

B900.0008

All Options

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

CGP-3-GLOSS-90

B900.0039

All Options

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

CGP-3-GLOSS-90

B900.0010

STATEMENT OF ERISA RIGHTS

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

- (a) examine, without charge, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U. S. Department of Labor, such as detailed annual reports and plan descriptions. The documents may be examined at the Plan Administrator's office and at other specified locations such as worksites and union halls.
- (b) obtain copies of all plan documents and other plan information upon written request to the Plan Administrator, who may make a reasonable charge for the copies; and
- (c) receive a summary of the plan's annual financial report from the Plan Administrator (if such a report is required).

In addition to creating rights for plan participants, ERISA imposes duties upon the people, called "fiduciaries", who are responsible for the operation of the employee benefit plan. They have a duty to operate the plan prudently and in the interest of plan participants and beneficiaries. Your employer may not fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have your claim reviewed and reconsidered.

Under ERISA, there are steps you can take to enforce the above rights. For instance, you may file suit in a federal court if you request materials from the plan and do not receive them within 30 days. The court may require the plan administrator to provide the materials and pay you up to \$110.00 a day until you receive them (unless the materials were not sent because of reasons beyond the administrator's control). If your claim for benefits is denied in whole or in part, or ignored, you may file suit in a state or federal court. If plan fiduciaries misuse the plan's money, or discriminate against you for asserting your rights, you may seek assistance from the U.S. Department of Labor, or file suit in a federal court. If you are successful, the court may order the person you have sued to pay court costs and legal fees. If you lose, the court may order you to pay; for example, if it finds your claim is frivolous. If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, 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.

Claims Procedure

Claim forms and instructions for filing claims may be obtained from the Plan Administrator. Completed claim forms and any other required material should be returned to the Plan Administrator for submission to The Guardian.

The 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, The Guardian will also observe the procedures listed below. All notification from The Guardian will be in writing.

- (a) If a claim is wholly or partially denied, the claimant will be notified of the decision within 90 days after The 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, The Guardian will provide to the Plan Administrator, for delivery to the claimant, 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) The 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 above procedures are required under the provisions of ERISA.

B800.0032

Termination of This Group Plan

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

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

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

CGP-3

B800.0007

This Booklet Includes All Benefits For Which You Are Eligible.

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

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

"Please Read This Document Carefully".

B808.0694

CERTIFICATE OF COVERAGE

The Guardian
7 Hanover Square
New York, New York 10004

Guardian certifies that the employee named below is entitled to the benefits 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 to the employee under the above policy or under any other policy providing similar or identical benefits issued to the policyholder by Guardian.

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

B808.0005

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GENERAL PROVISIONS

Incontestability

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

If this *plan* replaces the group plan of another insurer, we may rescind this plan based on misrepresentations made in your planholder's or your signed application for up to two years from this *plan's* Policy Date.

No statement in any application, except a fraudulent statement, made by a person covered 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.

No statement made by you or a *covered person* shall be used in any contest unless a copy of the instrument containing the statement is or has been furnished to you or the *covered person*.

Examination

We have the right to have a doctor of our choice examine the person for whom a claim is being made under this *plan* as often as we feel necessary. We will pay for all such examinations.

Accident and Health Claims Provisions

Your right to make a claim for any Accidental 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 will furnish you with forms For filing proof of the loss within 15 days of receipt of notice. But, if we do not furnish the forms on time, we will accept a Written description and adequate documentation of the *injury* or sickness that is the basis of the claims as proof of loss. Your must detail the nature and extent of the loss for which the claims is being made. Your must send Us written proof within 90 days of the loss.

If this *plan* provides weekly loss of time benefits, 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 replacement benefits, 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 of loss within 90 days of the loss.

Late Notice OR Proof: We will not void or reduce your claims if you cannot send us notice and proof of loss within the required time. But, you must send us notice and proof of loss as soon as reasonably possible.

Payment Of Benefits: If this *plan* provides benefits for loss of time, we'll pay them once every 30 days for as long as we're liable, provided you submit periodic written proof of loss as stated above. We will pay all other accident and health benefits to which you are entitled as soon as we receive written proof of loss.

We pay all accident and health benefits to you, if you are living. If you are not living, we have the right to pay all accidental and health benefits to one of the following: (a) your estate; (b) your spouse; (c) your parents; (d) your children; (e) your brother and sisters; and (f) any unpaid provider of health care services.

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

Limitations Of Actions: You cannot bring a legal action against this *plan* until 60 days from the date you file proof of loss. And, you cannot bring legal action against the *plan* after three years from the date you file proof of loss.

Workers' Compensation: The disability benefits provided by the *plan* are not in place of, and do not affect requirements for coverage by, Workers' Compensation.

Note

Please examine this *plan* carefully. If any error or omission is found, send full particulars with the number of the *plan* to Guardian.

B808.0011

All Options

SCHEDULE OF BENEFITS

Long Term Disability Income Insurance

This insurance replaces part of your income if you become *disabled* due to a covered *sickness* or *injury*. What we pay is governed by all the terms of this *plan*.

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

B808.0012

All Options

Gross Monthly Benefit 60% of your prior monthly earnings, rounded to the nearest \$1.00, if not already a multiple thereof, to a maximum of \$10,000.00.

Integration We integrate your *Gross Monthly Benefit* with certain other income you may receive. Read all the terms of this *plan* to see what income we integrate with, and how.

B808.0013

All Options

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

B808.0014

All Options

Elimination Period For disability due to injury 180 days
For disability due to sickness 180 days

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

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

Age when disability starts	Maximum payment period
Under age 60	To age 67
Age 60	5.00 years
Age 61	4.00 years
Age 62	3.50 years
Age 63	3.00 years

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B808.0012

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

B808.0016

All Options

LONG TERM DISABILITY INCOME INSURANCE BENEFIT PROVISIONS

How Payments Start

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

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

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

You can satisfy the *elimination period* while working, provided you are *disabled* as defined by this *plan*.

Waiver of Premium

We waive your premiums for this insurance while you are entitled to receive a *monthly benefit* payment from this *plan*.

When Payments End

Your benefits from this plan will end on the earliest of any of the dates shown below:

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

B808.0446

Recurring Disability

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

- (a) You must return to *active work* right after your benefits end;
- (b) The *disability* must recur less than 6 months after you were last entitled to benefits;
- (c) The later *disability* must be due to the same or related cause of your earlier *disability*;
- (d) This *plan* must not end during your return to *active work*;
- (e) You must not become covered under any other similar group income replacement plan during the time you return to *active work*;
- (f) During the time you return to *active work*, you must: (i) stay insured by this *plan*; and (ii) premium payments must be made on your behalf; and
- (g) Your benefits must not have ended because you have used up the *maximum payment period*.

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

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

B808.0027

Calculation of Monthly Benefit

Your benefit is governed by the terms of the *plan* in effect on the date *disability* occurs. Any changes to this *plan* that take place: (a) while you are *disabled*; or (b) during a period of *active work* that occurs between an initial period of *disability* and a *recurring disability*; will not affect your benefit.

We calculate your gross monthly benefit according to the Schedule of Benefits.

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

B808.0675

Redetermination

This *plan* redetermines *insured earnings* for each covered person on January 1st . Each January 1st , the *plan sponsor* must report current *insured earnings* for all covered persons under the *plan*. Changes to a covered person's *insured earnings* are subject to any proof of insurability requirements of this *plan*. As of this *plan's* redetermination date, we use a covered person's *insured earnings* on record with us to: (a) set rates; (b) project benefit amounts and limits; and (c) calculate premium payable under this *plan*. However, the covered person must be *actively-at-work* on a full-time basis on that date. If 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*.

B808.0030

Other Income Benefits

You may receive, or be entitled to receive, income shown in the list below. We will reduce your *gross monthly benefit* by such other income benefits to determine your *monthly benefit* from this *plan*.

- Commissions or monies: (1) received; (2) payable but deferred; or (3) paid after *disability* benefits start. This includes: (a) vested and nonvested renewal commissions; (b) bonuses; (c) royalties; (d) profit sharing; and (e) other distributions.
- Disability benefits from any mandated benefit act or law. This includes all temporary disability or state disability benefits required by law.
- Disability benefits from all group plans of: (1) the *plan sponsor*; or (2) the *employer*. This includes payments made by a group life insurance plan due to your *disability*. This does not include payments made from a group life insurance plan's: (a) accelerated death benefit; or (b) like provision that allows payment of such plan's proceeds due to terminal illness.
- Disability benefits from any other group plan; but, if the other group plan was in force prior to this *plan*, and the other group plan also deducts for disability benefits from any other group plan, we will not deduct these other group disability benefits.
- Disability benefits from any individual policy; but only to the extent that such income plus the amount of your *gross monthly benefit* is more than 100% of your *insured earnings*.

- Disability income from any other plan that you are eligible to receive: (1) because you are employed by, or associated with: (a) the *plan sponsor*; or (b) the *employer*; or (2) because you are a member of any: (a) union; (b) fraternal benefit society; (c) association; or (d) other like organization; but only to the extent that such income plus the amount of your *gross monthly benefit* is more than 100% of your *insured earnings*.
- Income from a sick leave, salary continuance or Paid Time Off plan, but only to the extent that such income plus the amount of your *gross monthly benefit* is more than 100% of your *insured earnings*. This applies whether such plan is sponsored on a formal or informal basis. This includes donated, lump sum and recurrent payments of accrued sick leave benefits. But, if you are working while *disabled*, we will account for such income as described in this *plan's* "Adjustment of Monthly Benefit for Disability Earnings".
- Benefits as shown below from: (1) the United States Social Security Act; (2) the Railroad Retirement Act; or (3) any other like U.S. or Canadian plan or act.
 - (a) All disability benefits for which: (i) you are entitled; and (ii) your spouse and children are entitled due to your *disability*;
 - (b) All unreduced retirement benefits for which: (i) you are entitled; and (ii) your spouse and children are entitled due to your entitlement; and
 - (c) All reduced retirement benefits paid to: (i) you; and (ii) your spouse and children due to your receipt of such benefits.

We do not reduce your *gross monthly benefit* by the retirement benefits described in (b) and (c) above, to the extent that you and your dependents were entitled to receive such income prior to the start of *disability*.

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

We will reduce your *gross monthly benefit* by benefits referred to in (a), (b) and (c) above to which your spouse and children are entitled due to your receipt of, or entitlement for, disability benefits. 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.

- Income of the type that is included in your *insured earnings* for purposes of determining your *gross monthly benefit* under this *plan*.
- That portion of *retirement plan retirement benefits* which the *employer* funds.
- That portion of *retirement plan disability benefits* which the *employer* funds.
- Retirement benefits or retirement plan disability benefits, due to your disability, from any government plan other than those shown above.
- Disability benefits from any: (1) no-fault motor vehicle coverage; (2) motor vehicle financial responsibility act; or (3) like law.

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

We integrate your gross monthly benefit with income shown above that you are entitled to receive without regard to the reason you are entitled to receive it.

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

B808.0629

All Options

Other Income Not Subject to Deduction

We will not reduce your *gross monthly benefit* by any income you receive or are entitled to receive from the list below.

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

Lump Sum Payments of Other Income

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

Cost of Living Freeze

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

Application for Other Income

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

If we feel you are entitled to receive such income benefits, we will estimate the amount due to you and your spouse and children, if applicable. We will take this estimated amount into account when we determine your monthly benefit. But, we will not take this estimated amount into account if you sign our reimbursement agreement. In this agreement you promise: (a) to apply for any benefits for which you may be eligible; (b) to appeal any denial of such benefits until all possible appeals have been made; and (c) to repay any amount we overpaid due to an award of such benefits.

If we do reduce 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.

B808.0033

Adjustment of Monthly Benefit for Disability Earnings

Adjustment of Monthly Benefit for Disability Earnings:

We adjust the *monthly benefit* for *disability earnings* as follows.

For each of the first 12 months of payments, following the date you first have *disability earnings*, add your *gross monthly benefit* and your *disability earnings*.

- (a) If the sum is not more than 100% of your indexed *insured earnings*, we do not reduce your *monthly benefit*.
- (b) If the sum is more than 100% of your indexed *insured earnings*, we reduce your *monthly benefit* by the amount over 100% of your indexed *insured earnings*.

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

Method 1:

- (a) If your *disability earnings* are less than 20% of your indexed *insured earnings*, we do not reduce your *monthly benefit*.
- (b) If your *disability earnings* are 20% or more of your indexed *insured earnings*, we reduce your *monthly benefit* by 50% of your *disability earnings*.

Method 2:

- (a) Subtract your *disability earnings* from your indexed *insured earnings*.
- (b) Divide the result in (a) above by your indexed *insured earnings*.
- (c) Multiply the result in (b) above by your *monthly benefit*. This is the amount we pay.

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

Maximum Allowable Disability Earnings:

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

If your *disability earnings* are more than the limit shown below, payments from this *plan* will end. Payments from this *plan* will also end if you are able to earn more than the limit shown below:

- (a) During the *elimination period* and the *own occupation* period, the limit is 80% of your indexed *insured earnings*.
- (b) After this *plan* has paid benefits for 24 months in a row, the limit is 80% of your indexed *insured earnings*.

B808.0093

Indexing

We apply an indexing factor to your *insured earnings* on the date you have received 12 consecutive monthly payments and each anniversary thereafter. This factor increases the amount of income you may earn and still be considered *disabled*. This adjustment does not increase your *gross monthly benefit, monthly benefit, or any other benefit under this plan*.

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

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

Minimum Payment

The minimum monthly payment for *disability* under this *plan* is \$100.00.

B808.0034

Limitations and Exclusions

Disabilities with a Limited Maximum Payment Period

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

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

No benefits will be paid for *disability* due to a *mental illness* or drug or alcohol abuse if you are not receiving treatment for the cause of the *disability* from a provider, or in a facility that is: (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 condition named above; (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*.

B808.0036

Pre-Existing Conditions

A pre-existing condition is an *injury* or *sickness*, whether diagnosed or misdiagnosed, and any symptoms thereof, for which, in the look back period, you:

- (a) receive advice or treatment from a *doctor*;
- (b) undergo diagnostic procedures other than routine screening in the absence of symptoms or suspicion of disease process by a *doctor*;
- (c) are prescribed or take prescription drugs; or
- (d) receive other medical care or treatment, including consultation with a *doctor*.

The "look back period" is the three 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 the your benefit election that increases the benefit payable by this *plan*.

No benefits are payable for *disability*: (a) caused by; (b) contributed to by; or (c) resulting from; a pre-existing condition; unless the *disability* starts after you complete at least one full day of *active work* after the date you are insured under this *plan* for 12 months in a row.

Your *disability*: (a) caused by; (b) contributed to by; or (c) resulting from; a pre-existing condition may begin after: (a) a change which provides for an increase in the benefits payable by this *plan*; or (b) a change in your benefit election which increases the benefit payable by this *plan*. In this case, your benefit will be limited to the amount that would have been payable had the change not taken place. But, this limit does not apply if your *disability* starts after you complete at least one full day of *active work* after the change has been in force for 12 months in a row.

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

B808.0038

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 right after the old plan ends.

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

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

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

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

B808.0039

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) you taking part in a riot or civil disorder;
- (d) you being engaged in an illegal occupation;
- (e) your commission of, or attempt to commit a felony, for which you have been convicted;
- (f) your voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless: (a) it was prescribed for you by a *doctor*; and (b) it was used as prescribed. In the case of a non-prescription drug, we do not pay for any loss resulting from or contributed to by your use in a manner inconsistent with package instructions. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time;
- (g) intentional self-inflicted injuries.

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

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

B808.0635

Services

Social Security Assistance

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

Services we can provide include:

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

We may also provide these and other services if your benefits are under review for possible termination by the Social Security Administration.

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

Rehabilitation and Case Management

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

When our review is complete, we may offer you a *rehabilitation program*. We have the right to suspend or end your *monthly benefit* if you do not accept it.

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

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

We have the right to determine which services are appropriate.

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

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

Dependent Care Expenses

While you are participating in a *rehabilitation program*, we will pay a dependent care expense benefit, when all of the following conditions are met:

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

A qualified dependent is: (a) dependent upon you for main support and maintenance; and (b) under the age of fourteen and your: (i) biological child; (ii) lawfully adopted child; (iii) stepchild; or (iv) any other child who is living with you in a regular parent-child relationship.

The dependent care expense benefit will be the lesser of: (a) \$300 per month per qualified dependent; not to exceed \$1,000 per month for all qualified dependents combined; and (b) the actual monthly day care expense incurred by you.

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

B808.0636

All Options

Worksite Modification Benefit

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

B808.0044

Early Intervention Services

This *plan* includes Early Intervention services as part of our disability management program. The intent of these services is to: (a) assist *disabled* persons in reaching better outcomes; and (b) support the *employer's* absence management goals by promoting: (1) stay-at work agendas; and (2) return-to work agendas; where possible.

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

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

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

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

B808.0045

Claim Provisions

Administration

We as a part of our routine operations apply the terms of this *plan* for making decisions, including making determination regarding eligibility, receipt of benefits and claims, or explaining our administrative policies, procedures, and processes.

Notice

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

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

Proof of Loss

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

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

- (a) The date *disability* began;
- (b) Your last day of *active work*;
- (c) The cause of *disability*;
- (d) The extent of *disability*, including limitations and restrictions preventing you from performing the major duties of your *own occupation* and any *gainful occupation*;
- (e) If your occupation requires that you carry liability or malpractice insurance, any changes to such insurance that become effective on or after the date of *disability*;
- (f) *Objective medical evidence* in support of your limitations and restrictions, beginning with the date *disability* began;
- (g) The prognosis of *disability*;
- (h) The name and address of all *doctors*, hospitals and health care facilities where you have been treated for your *disability* since the date *disability* began;

- (i) Proof that you: (i) are currently; and (ii) have been receiving *regular and appropriate care* from a *doctor*, from the date *disability* began;
- (j) Proof of *insured earnings*, and, if applicable, *disability earnings*;
- (k) Payroll or absence data from the *employer* for the three months prior to the date *disability* began, or other period we specify;
- (l) Proof of application for all other sources of income to which you may be entitled, that may affect your payment from this *plan*; and
- (m) Proof of receipt of other income that may affect your payment from this *plan*.

You must provide *objective medical evidence* from a *doctor* who is not yourself, your spouse, child, parent, sibling or business associate.

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

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

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

Authorization Required

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

Right to Request Medical, Financial or Vocational Assessment

We may ask you to take part in a medical, financial, vocational or other assessment that we feel is necessary to determine whether the terms of the *plan* are met. We may require this as often as we feel is reasonably necessary. We will pay for all such assessments. But, if you postpone a scheduled assessment without our approval, you will be responsible for any rescheduling fees. If you do not take part in or cooperate with the assessment, we have the right to stop or suspend your payments under this *plan*.

Ongoing Proof of Loss

To continue to receive payments from this *plan*, you must give us current proof of loss as often as we may reasonably require. Ongoing proof of loss must be provided to us within 30 days of the date we request it.

Payment of Benefits

We pay benefits to you, if you are legally competent. If you are not, we pay benefits to the legal representative of your estate. Benefits are paid in US dollars.

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

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

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

Partial Month Payment

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

Overpayment Recovery

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

B808.0479

ADDITIONAL CLAIMS PROCEDURES ASSOCIATED WITH ERISA

If an *employee* seeks benefits under the *plan* he or she 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 an *employee's* claim.

In addition to the basic claim procedure explained in the *plan*, 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).

As used in this section, the term **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**

Guardian will provide a benefit determination not later than 45 days after the date of receipt of a claim. This period may be extended by up to 30 days if Guardian determines that an extension is necessary due to matters beyond the 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 an additional period of up to 30 days. Such notification will include 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 not 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.

B808.0049

All Options

Adverse Determination

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

- the specific reason(s) for the adverse determination;
- reference to the specific policy provision(s) on which the determination is based;
- a description of any additional material or information necessary to make the claim valid and an explanation of why such material or information is needed;
- a description of the *plan's* claim review procedures and the time limits applicable to such procedures, including a statement indicating that the claimant has the right to bring a civil action under ERISA Section 502(a) following an adverse determination;
- identification and description of any specific internal rule, guideline or protocol that was relied upon in making an adverse 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 determination based on lack of necessity or appropriateness for a given condition, 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 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 the claimant 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 the 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 determination; and
- ensure that a health care professional engaged for consultation regarding an appeal based upon a medical judgment shall be neither the person who was consulted in connection with the adverse 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.

B808.0050

Definitions

If they are used in this certificate, the terms listed below generally have the meanings shown below. However, in specific sections a term shown below may have a different meaning. In that case, the term is defined in the section in which it is used.

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.

Activities of Daily Living Means:

- (1) **Bathing:**the ability to wash in a tub or shower; or by taking a sponge bath; and to towel dry; with or without equipment or adaptive devices.
- (2) **Dressing:**the ability to put on and take off all clothes; and those medically necessary braces or prosthetic limbs usually worn; and also to fasten or unfasten them.
- (3) **Toileting:**the ability to get to and from and on and off the toilet; to maintain personal hygiene; and to care for clothes.
- (4) **Transferring:**the ability to move in and out of a chair or bed with or without equipment such as: canes; walkers; crutches; grab bars; or any other support devices.
- (5) **Continence:**the ability to control bowel and bladder function; or, in 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) judgment as it relates to awareness of safety. Cognitive impairment does not include decline or loss due to a *mental illness*.

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

B808.0176

All Options

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

- (1) During the *elimination period* and the *own occupation* period, not able to perform, on a full-time basis, the major duties of your *own occupation*.
- (2) After the end of the *own occupation* period, not able to perform, on a full-time basis, the major duties of any *gainful work*.

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

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

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

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All Options

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

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

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

Any days during which you return to work earning more than 80% of your *insured earnings* will not count toward the *elimination period*. If you are or become eligible under any other similar group income replacement plan while you are working during the *elimination period*, you will not be entitled to benefits from this *plan*.

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

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

Functional Disability or Functionally Disabled means that, due to *sickness* or *injury*, you are:

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

Financial Lending Institution means an organization duly chartered and licensed by the state or federal government and regularly engaged in the lending of funds.

Gainful Occupation or Gainful Work Work for which you are, or may become, qualified by: (a) training; (b) education; or (c) experience. When you are able to perform such work on a full-time basis, you can be expected to earn at least 80% of your indexed *insured earnings* within 12 months of returning to work.

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

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

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

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All Options

Insured Earnings Only your earnings from your employer will be included as insured earnings.

Your gross monthly benefit may be limited due to proof of insurability requirements. In this case, only the part of your insured earnings that applies to the amount of your limited gross monthly benefit is used to calculate premiums due under this plan. We calculate benefit amounts and limits based on the amount of your insured earnings as of the Redetermination date immediately prior to the start of your disability. See the "Redetermination" section of this plan.

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For Partners and S Corporation Shareholders:

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

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

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

You may not have been a partner or S Corporation shareholder for the entire previous calendar year. In this case, the your earnings are based on the monthly average of the sum of the listed amounts, averaged for the full number of months that you were a partner or an S Corporation shareholder during such calendar year.

For Sole Proprietors:

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

If You Are Compensated on Less Than a 12 Month Basis:

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

If Your Income Is Reported on a IRS Form 1099:

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

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

Insured earnings also includes your contributions deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account. Earnings based on excluded income and employer contributions deposited into such 401(k); 403(b); 457; or similar plan are excluded.

For All Others:

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

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All Options

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

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

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

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Monthly Benefit This *plan's gross monthly benefit* reduced by other income. If you are working while *disabled*, your *monthly benefit* will be further reduced based on the amount of your *disability earnings*.

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

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

Own Job Your job for the employer. We use the job description provided by the plan sponsor to determine the duties and requirements of your own job.

Own Occupation For a doctor, means the medical specialty or sub-specialty practiced by the doctor right before the start of disability, provided: (a) he or she is certified in such specialty or sub-specialty by the American Board of Medical Specialties (ABMS); (b) he or she carries malpractice insurance covering the full range of duties performed in this specialty or sub-specialty; and (c) for the 24 months immediately prior to disability, at least 60% of his or her insured earnings was professional service fee income attributable to the practice of this specialty or sub-specialty.

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

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All Options

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

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

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

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

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

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; (f) 401(k), 403(b), 457 or similar plans; or (g) stock ownership plans. *Retirement Plan "retirement benefits"* are lump sum or periodic payments at normal or early retirement. Some *retirement plans* make payments for disability (as defined by those plans) that start before normal retirement age. When such payments reduce the amount that would have been paid at normal retirement age, they are *retirement benefits*. When such payments do not reduce the normal retirement amount, they are "**disability benefits.**"

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

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

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All Options

SUPPLEMENTAL BENEFIT RIDERS

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CERTIFICATE AMENDMENT

Survivor and Accelerated Survivor Benefit

This rider amends the group long term disability *plan* to provide a Survivor Benefit and Accelerated Survivor Benefit.

Definitions of terms are defined in the *plan*.

When and How The Survivor Benefit Will be Paid: We pay a survivor benefit if you die after you: (a) had been *disabled* for at least six months in a row ; and (b) were entitled to receive at least one full *monthly benefit*. When we receive proof of your death, we pay your eligible survivor a lump sum benefit.

We pay a benefit equal to 3 times the amount of your last *gross monthly benefit* after it is reduced by *disability earnings*. But, we first apply such benefit to reduce any overpayment you may owe us.

If you have no eligible survivor, we pay this benefit to your estate.

Your eligible survivor is your spouse, if living.

If your spouse is not living, your eligible survivor is your: (a) unmarried child under age 26. If there is more than one such child when you die, this benefit will be paid to each child in equal shares.

When and How The Accelerated Survivor Benefit Will be Paid: If you have a terminal illness, we may accelerate payment of this *plan's* survivor benefit.

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

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

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

The Guardian Life Insurance Company of America

Stuart J Shaw

Vice President, Risk Mgt. & Chief Actuary

CGP-3-A-LTD07-MN-SB

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CERTIFICATE AMENDMENT

Income Recovery Benefit

This rider amends the group long term disability *plan* to provide an Income Recovery Benefit.

Definitions of terms are defined in the plan.

**When and How the
Income Recovery
Benefit Will be Paid:**

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

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

- (a) able to perform the major duties of your *own occupation*;
- (b) if this plan has already paid benefits for the own occupation period, able to perform the major duties of any gainful occupation;
- (c) working in your own occupation the same number of hours as you did prior to disability; and
- (d) unable to earn this plan's maximum allowable disability earnings, due to the sickness or injury which caused the prior disability.

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

**When and How the
Income Recovery
Benefit Will End:**

We stop paying this benefit on the earliest of:

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

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

The Guardian Life Insurance Company of America

Stuart J Shaw

Vice President, Risk Mgt. & Chief Actuary

CGP-3-A-LTD07-MN-IRB

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CERTIFICATE AMENDMENT

Cost of Living Adjustment Benefit

This rider amends the group long term disability *plan* to enable a cost of living adjustment.

Definitions of terms are defined in the *plan*.

When and How This Rider's Cost of Living Adjustment Benefit is Applied: We apply a cost of living adjustment benefit to your *monthly benefit* each year. This allows your monthly benefit to change with inflation. The cost of living benefit supplements this *plan's monthly benefit* after it is adjusted for *disability earnings*.

We stop paying the cost of living adjustment benefit when the maximum number of cost of living adjustments have been made. The maximum number of cost of living adjustments is unlimited.

How the Cost of Living Adjustment Benefit is Calculated: This benefit begins on the first day that follows or coincides with the date you are entitled to receive 12 monthly payments in a row from this *plan*.

When we make a cost of living adjustment, we add a cost of living benefit to your *monthly benefit* after it is adjusted for *disability earnings*. How we do this is shown below.

- (a) Take your *monthly benefit* for the month before you are first entitled to a cost of living adjustment; and adjust it for *disability earnings*.
- (b) Multiply the amount in (a) by the current cost of living factor.
- (c) Add the result in (b) to the monthly benefit, after it is adjusted for disability earnings, that is currently payable

The cost of living factor is 3%.

The cost of living adjustments may cause your benefit to be more than the maximum *monthly benefit*.

If the CPI-W drops, then the cost of living adjustment reflects the drop. But, your monthly benefit after it is adjusted for disability earnings will not be less than what it would have been in the absence of this benefit.

The Guardian Life Insurance Company of America

Stuart J Shaw

Vice President, Risk Mgt. & Chief Actuary

CGP-3-A-LTD07-MN-COLA

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All Options

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

A Mutual Life Insurance Company
7 Hanover Square, New York, New York 10004

Incorporated 1860 By The Laws of The State of New York

Amendment to Group Certificate CGP-3-LTD-10-MN

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

The following provisions are added to form number CGP-3-LTD-10-MN, Certificate of Coverage, before the Long Term Disability Income Insurance Benefit Provisions:

ELIGIBILITY FOR LONG TERM DISABILITY INSURANCE

EMPLOYEE COVERAGE

Eligible Employees

Subject to the Conditions of Eligibility set forth below, and to all of the other conditions of the plan, you must be an active full-time employee. And you must belong to a class of employees covered by this plan.

Conditions of Eligibility:You must:

- (a) be legally working in the United States.
- (b) be regularly working at least the number of hours in the normal work week set by the employer (but not less than 1,000 hours per week), at:
 - (i) your employer's place of business;
 - (ii) some place where your employer's business requires you to travel; or
 - (iii) any other place you and your employer have agreed upon for performance of occupational duties.

Note: If you are working outside the United States on a temporary assignment and you meet all other conditions of eligibility, you will be covered by this plan; provided that you are on an assignment not exceeding one year, in a country or region that is under a travel warning issued by the US Department of State. Coverage may be available when you are: (1) on a longer temporary assignment; or (2) assigned in a region that is under a travel warning; however, coverage must be approved by us in writing.

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

When Employee Coverage Starts

Subject to all of this plan's conditions of eligibility, your Disability coverage under this plan starts on the effective date of this plan.

You must be fully capable of performing the major duties of your regular occupation for your employer on a full-time basis at 12:01 A.M. Standard Time for your place of residence on the date your coverage is scheduled to start. And you must have met all of the applicable conditions explained above, and any applicable waiting period. If you are not fully capable of performing the major duties of your regular occupation on your scheduled effective date, we will postpone the start of your coverage. We will postpone coverage until you are so capable and are working your regular numbers of hours for one full day, with the expectation that you could do so for one full week.

Sometimes, a scheduled effective date is not a regularly scheduled work day. If the scheduled effective date falls: on a holiday; on a vacation day; on a non-scheduled work day; or during an approved leave of absence, not due to sickness or injury, of 90 days or less; and if 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.

Whether you must pay all or part of the cost of your coverage, you must elect to enroll and agree to make the required payments. If you do this on or before the eligibility date, or within 31 days of your eligibility date, coverage is scheduled to start on your eligibility date. However, if you elect to enroll and agree to make the required payments more than 31 days after your eligibility date, your coverage won't start until you send us proof that you are insurable. Once we've approved it, your coverage is scheduled to start on the effective date shown in the endorsement section of your application.

Any part of your coverage which is subject to proof that you are insurable won't start unless you send this proof to us, and we approve it in writing. Once we have approved it, that part of your coverage is scheduled to start on the effective date shown in the endorsement section of your application.

When Employee Coverage Ends

Your long term disability insurance under this plan will end on the first of the following dates:

- the last day of the month in which your active full-time service ends.
- the last day of the month in which you stop being an eligible employee under this plan.
- the last day of the month in which you are no longer working in the United States or its territories, 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.
- the last day of the month in which the group plan ends, or is discontinued for a class of employees to which you belong.
- the last day of the period for which required payments are made for you.

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

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

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**The Guardian Life Insurance
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