

THIS IS NOT INSURANCE

Discount Programs

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

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

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

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

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

The programs are:

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

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

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

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

GP-1-VAP-07

P119.0004

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

EMPLOYER RIDER

Group Plan Number: G-00505626-HC

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

Participating Employer: MINNEAPOLIS COLLEGE OF ART & DESIGN

Rider Effective Date: January 1, 2015

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

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

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

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

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

- less than ten employees are insured under this rider; or
- with respect to contributory Voluntary Term Life insurance, less than 25% of those employees who are eligible for insurance under this plan are insured; or
- with respect to any other contributory coverages, less than 75% of those employees who are eligible for insurance under this rider are insured.

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

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

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

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

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

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

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

Definitions

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

GP-1-ER-90-DEF-2

P130.1029

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

GP-1-ER-90-DEF-3

P130.1030

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

GP-1-ER-90-DEF-4

P130.3108

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

GP-1-ER-90-DEF-5

P130.1032

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

GP-1-SI

P130.3050

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

GP-1-SI

P130.3051

SCHEDULE OF INSURANCE AND PREMIUM RATES

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

Class Description

Class 0001 ALL ELIGIBLE EMPLOYEES

GP-1-SI P130.1566

Option Packages Available

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

GP-1-SI P130.1710

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

GP-1-SI P130.1568

Summary of Option Packages

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

GP-1-SI P130.1585

Option A Employee Basic Term Life Insurance in the amount of \$30,000.00.

GP-1-SI P130.1586

Employee Accidental Death and Dismemberment Insurance in the amount of \$30,000.00

GP-1-SI P130.1606

Option A

Schedule of Benefits

Employee Basic Term Life Insurance

GP-1-SI P130.1995

Option A

Basic Term Life Insurance Amount The Insurance Amount is \$30,000.00

GP-1-SI P130.2003

Schedule of Benefits
Employee Basic Term Life (Cont.)

Option A

Reduction of Basic Life Insurance Amount Based on Age

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

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

GP-1-SI

P130.1970

Option A

Limitations For Future Entrants

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

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

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

GP-1-SI

P130.2572

Option A

Schedule of Benefits

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

GP-1-SI

P130.2021

Option A

Basic AD&D Insurance Amount

Insurance Amount \$30,000.00

GP-1-SI

P130.1945

Option A

Reduction of Basic AD&D Amount Based on Age

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

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

GP-1-SI

P130.2495

Schedule of Benefits

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

Option A

Limitations For Future Entrants

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

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

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

GP-1-SI

P130.2559

Option A

Annual Election

After an employee initially enrolls for Employee Optional Term Life Insurance benefits the employee may elect to increase the elected insurance amount by selecting 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 the planholder. Proof of insurability will not be required for increases provided the insurance amount does not exceed the amount of Employee Optional Term Life Insurance for which proof of insurability is required.

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

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

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

GP-1-SI-12

P130.8839

Option A

Schedule of Benefits

Effective Dates for Changes to Insurance

GP-1-SI

P130.3343

Option A

Changes in Insurance Amounts

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

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

Schedule of Benefits

Effective Dates for Changes to Insurance (Cont.)

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

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

GP-1-SI

P130.9324

Schedule of Premium Rates

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

GP-1-SI P130.9260

Option A

Premium Rates

Employee Basic Term Life Insurance

GP-1-SI P130.2823

Option A Class 0001

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

Rate per Employee

\$.12

GP-1-SI P130.2838

Option A

Premium Rates

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

GP-1-SI P130.2824

Option A Class 0001

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

Rate per Employee

\$.02

GP-1-SI P130.2842

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

GP-1-SI P130.9298

Option A

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

GP-1-SI P130.0508

Option A

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

Dated at Appleton, WI This 29th Day of October, 2014

The Guardian Life Insurance Company of America

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

GP-1-ER-90-2

P130.1027

Option A

Trustees. The term "trustees" shall mean BankNewport.

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

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

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

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

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

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

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

Schedule of Insurance and Premium Rates:

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

TGP-1-MET

P140.9047

Option A

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

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

This is a specimen copy of master group policy provisions which apply to this plan of insurance. The originals of these provisions are part of a master group policy delivered to the Trustee as Policyholder in the State of Rhode Island.

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

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

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

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

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

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

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

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

Option A

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

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

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

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

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

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

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

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

All statements shall be deemed representations and not warranties.

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

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

Option A

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

Any dividend under this Policy shall be paid to the Policyholder in cash, or at the option of the Policyholder it may be applied to the reduction of the premiums then due.

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

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

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

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

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

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

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

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

Option A

ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00505626-HC

issued by

The Guardian Life Insurance Company of America

to

**Trustees of the Professional and Technical Services Industry Insurance Trust Fund
with respect to
MINNEAPOLIS COLLEGE OF ART & DESIGN**

As of January 1, 2015, this rider amends this Policy as follows:

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

Premiums

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

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

However, we may change such rates:

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

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

Adjustment of Premiums Payable Other Than Monthly or Quarterly

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

Option A

Incontestability

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

A Participating Employer's insurance under this Policy shall be incontestable after two years from his Rider Effective Date, except for nonpayment of premiums.

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

If the Participating Employer's group plan replaces the group plan he had with another insurer, we may rescind his plan based on misrepresentations made by the Participating Employer or a covered person in a signed application for up to two years from the Rider Effective Date.

GP-1-A-GP-90-2

P150.0005

Option A

The Contract

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

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

We can amend this Policy or an Employer Rider:

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

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

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

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

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

Clerical Error - Misstatements

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

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

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

Statements

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

- in the case of the Participating Employer, it is contained in the application signed by him; or
- in the case of a covered person, it is contained in a written instrument signed by him.

All statements will be deemed representations and not warranties.

GP-1-A-GP-90-3

P150.0154

Option A

Assignment

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

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

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

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

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

- With respect to accident and health insurance, neither the employee's certificate nor his right to insurance benefits under this Policy are assignable. The employee may direct us, in writing, to pay hospital, surgical, major medical, or dental benefits to the recognized provider who provided the covered service for which benefits became payable. We may honor such direction at our option. But, such a direction is not considered an assignment of benefits and the employee may not assign his right to take legal action under this Policy to such provider. And we assume no responsibility as to the validity or effect of any such direction.

GP-1-A-GP-90-4

P150.0012

Option A

Records - Information To Be Furnished

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

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

Accident and Health Claims Provisions

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

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

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

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

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

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

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

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

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

This is a specimen copy of master group policy provisions which apply to this plan of insurance. The originals of these provisions are part of a master group policy delivered to the Trustee as Policyholder in the State of Rhode Island.

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

GP-1-A-GP-90-5

P150.0014

Option A

Examination and Autopsy

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

(3) As used in this rider:

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

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

"Policy" means the master group policy of insurance.

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

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

Dated at _____ This _____ Day of _____ , _____

Trustees of the Professional and Technical Services Industry Insurance Trust Fund
Full or Corporate Name of Policyholder

Witness BY: _____
Signature and Title

The Guardian Life Insurance Company of America

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

GP-1-A-GP-90-6

P150.0009

Option A

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 an employee from converting these benefits when this continuance ends. But, such conversion will be based on any applicable sections of this plan. And, an employee may elect to continue group life benefits under the "Continuance" section in place of this continuance. The employee should read this plan, as well as any related materials, carefully before making an election.

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

Your Responsibilities: You must give the employee written notice of:

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

You must send the written notice by first class certified mail to the employee's last known address within ten days of the employee's termination, lay-off, or reduction of work hours.

Your Liability: You will be liable for the employee's continued group life benefits under this section to the same extent as, and in place of, us if:

- (a) you fail to notify the employee of his or her continuance rights as described above; or
- (b) you fail, after timely receipt of the employee's premium payment, to pay us on behalf of such employee, thereby causing the employee's continued group life benefits to end.

The Employee's Responsibilities: To continue the group life benefits under this section, the employee must give you written notice that he or she elects to continue, and pay the first month's premium. He or she must do this within 60 days of the later of:

- (a) the date the group life benefits would otherwise end; and
- (b) the date the employee receives the written notice of his or her continuance rights from you.

The subsequent premiums must be paid to you, by the employee, in advance, at the times and in the manner specified by you. 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 the employee stayed insured under the group plan on a regular basis. It includes any amount which would have been paid by you.

An employee waives his or her continuance rights under this section if he or she either fails to notify you of his or her intent to continue, or he or she fails 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 your involvement under the group policy ends; or
- (d) the end of the period for which the last premium payment is made.

GP-1-R-LCM-98-MN

P190.0015

Option A

Continuance

Important Restrictions: No employee may elect to continue his or her term life insurance under this section; unless he or she has been covered by this group plan, or the one it replaced, for such insurance for at least three consecutive months prior to the date his or her coverage under this plan would otherwise end. When an employee elects to continue insurance under this section, no further increases or decreases in his or her amount of insurance are permitted, except for any reductions based on age as shown in the schedule. And, this continued insurance does not include any extended life or waiver of premium benefits.

Continuance of Term Life Insurance: An employee may elect to continue his or her employee term life insurance under this section, subject to the following terms and conditions.

The employee may continue his or her 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 his or her Minnesota continuance of loss of life benefits; (c) failure to pay any required premium; or (d) the end of this group plan.

The employee may not continue his or her insurance if he or she has reached his or her 70th birthday on the day his or her insurance under this plan would otherwise end.

How to Continue: To continue, the employee must apply to us in writing and pay the required premium. He or she has 31 days from the date his or her coverage would otherwise end under this plan to do this. We won't ask for proof that he or she is insurable.

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

When This Continuance Ends: An employee's 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 he or she fails to pay any required premium;
- (c) The date he or she dies; or
- (d) The date he or she reaches age 70.

If an employee's continued term life insurance on himself or herself ends, we will return any unearned portion of the premium paid by the employee on a pro-rata basis.

The employee may be able to convert his or her term life insurance to individual insurance policies if continued coverage ends. Read the conversion privilege sections of this plan for details.

GP-1-R-LCC-98-MN

P240.0347

Option A

ELIGIBILITY FOR LIFE AND DISMEMBERMENT COVERAGES

P264.0017

Class 0001 for Option A

EMPLOYEE COVERAGE

Eligible Employees

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

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

Conditions of Eligibility

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

- (a) legally working in the United States, or working outside of the United States for a United States based employer in a country or region approved by us.
- (b) regularly working at least the number of hours in the normal work week set by the employer (but not less than 20 hours per week), at:
 - (i) the employer's place of business;
 - (ii) some place where the employer's business requires the employee to travel; or
 - (iii) any other place the employee and the employer have agreed upon for performance of occupational duties.

Temporary or seasonal employees are not eligible.

GP-1-EC-90-1.0

P264.1529

Option A

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

GP-1-EC-90-2.0

P264.0992

Option A

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

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

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

GP-1-EC-90-2.0

P264.1973

Option A

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

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

GP-1-EC-90-3.0

P264.0066

Option A

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

GP-1-EC-90-4.0

P264.0020

Option A

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

GP-1-EC-90-5.0

P180.0328

Option A

When Employee Coverage Starts

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

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

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

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

GP-1-EC-90-6.0

P264.0812

Option A for Class 0001

When Employee Coverage Ends

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

- the last day of the month in which an employee's active full-time service ends for any reason. Such reasons include disability, death, retirement, lay-off, leave of absence, and the end of employment.
- the last day of the month in which an employee stops being an eligible employee under this plan.
- the last day of the month in which an employee is no longer working in the United States, or working outside of the United States for a United States base employer in a country or region approved by us.
- the last day of the month in which the group plan ends, or is discontinued for a class of employees to which the employee belongs.
- the last day of the period for which required payments are made for the employee.

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

GP-1-EC-90-8.0

P264.1636-R

Option A for Class 0001

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

- If an employee's active service ends because he is disabled you may continue his insurance subject to all of the terms of this plan.
- If an employee's active service ends because he goes on a non-parental leave of absence or is laid off, you may continue his insurance, except for disability income insurance, if any, under this plan for the rest of the policy month in which the non-parental leave or layoff starts, plus 01 more full policy month(s). However, if the employee joins any armed force before this period ends, you may continue his insurance until the date he becomes a member of such armed force.
- If an employee's active full-time service ends because he goes on parental leave, as described in Section 181.93 through 181.98 of Chapter 181 of Minnesota Code, you must continue the employee's group insurance for the duration of the parental leave, subject to all of the terms of this plan. You may require the employee to pay the full cost of the employee's coverage during such parental leave.

But if the employee joins any armed force before the parental leave ends, you may only continue his insurance until the later of: (a) the date the employee becomes a member of such armed force; and (b) the end of the policy month which follows the policy month in which the parental leave starts. However, if the parental leave is scheduled to end before the date described in (a) or (b) above, the continuance of the employee's coverage will end as of such date.

- If you continue an employee's benefits under this plan as set forth above, it must be based on a plan which prevents individual selection by you.
- And, any such continuation is subject to the payment of premiums, and to all of the other terms and conditions of this plan.
- The amount of an employee's insurance during any such continuation will be the amount in force on his last day of active service, subject to any reductions that would have otherwise applied if he had remained an active employee.

GP-1-EC-90-7.0

P264.0022

Option A

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

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

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

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

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

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

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

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

GP-1-EC-90-7.0

P264.1701

Option A

If This Plan Replaces Another Plan

This plan may be replacing a similar plan you had with some other insurer. If this happens and an employee is not actively at work on this plan's effective date, he or she may still be eligible for coverage under this plan, subject to the terms set forth below and all of the terms of this plan.

He or she is eligible under this section for those coverages which he or she was insured for on a premium paying basis under the old plan if: (a) he or she was covered for such coverages by the old plan on a premium paying basis on the date the old plan ended; (b) the coverages are provided for the employee's class under this plan; and (c) this plan starts right after the old plan ends. If all of these conditions are met, the employee will become insured under this plan for those coverages he or she is eligible for from this plan's effective date, subject to payment of premium. He or she will become so insured without regard to any "actively at work" requirements contained in this plan.

An employee's coverage under this section will end on the first of the following dates:

- the date he or she becomes insured as an active employee under this or any other group plan;
- the last day of the period for which required payments are made for the employee;
- the date this group plan ends, or is discontinued for a class of employees to which the employee belongs;
- with respect to any specific coverage provided by this plan, the date the employee stops being a covered person under that coverage for reasons other than disability;
- with respect to an employee who is totally disabled, the date he or she is no longer totally disabled; or
- with respect to a terminated or laid-off employee, the last day of the minimum continuation period provided under Minnesota law for such employees.

GP-1-EC-90-9.0-MN

P180.0315

Option A

Definitions

GP-1-EC-90-DEF-1

P180.0155

Option A

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

GP-1-EC-90-DEF-3

P180.0311

Class 0001

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

GP-1-EC-90-DEF-4

P180.0493-R

Option A

Plan means the Guardian group plan purchased by the employer.

GP-1-EC-90-DEF-6

P180.0975

Option A

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

GP-1-EC-90-DEF-7

P180.0161

Option A

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

GP-1-EC-90-DEF-9

P180.0163

Option A

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

GP-1-EC-90-DEF-10

P180.0164

Option A

Employee Group Term Life Insurance

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

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

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

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

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

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

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

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

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

GP-1-R-LB-90

P270.0103

Option A

THE FOLLOWING PROVISION APPLIES TO EMPLOYEE BASIC TERM LIFE INSURANCE:

Option A

Converting This Group Term Life Insurance

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

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

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

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

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

If the employee is not disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium", when this coverage ends, he or she can convert to a permanent life insurance policy. The employee can convert the full amount for which he or she was covered under this plan.

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

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

If Continued Insurance Ends: When an employee's 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, he or she can also convert.

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

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

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

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

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

Option A

Extended Life Benefit With Waiver of Premium

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

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

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

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

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

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

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

The employee is encouraged to apply for this benefit immediately upon the onset of disability.

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

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

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

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

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

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

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

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

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

P275.0046

Option A

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

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

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

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

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

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

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

P275.0049

Option A

COMPUTATION OF GROUP LIFE INSURANCE PREMIUMS

Definitions:

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

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

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

How Group Life Rates Are Computed:

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

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

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

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

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

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

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

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

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

Upon request we will furnish rates for ages not shown.

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

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

GP-1-R-LRMP-86-1

P270.0023

Option A

Converting This Dependent Term Life Insurance

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

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

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

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

If one of the above happens, and an employee's dependents have been insured by a Guardian group plan for at least five years, they can convert. But we limit the amount each dependent can convert to the lesser of: (a) \$2,000; and (b) the amount of his or her insurance under this plan less any group life benefits for which he or she becomes eligible in the 31 days after this insurance ends.

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

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

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

Write to us for details.

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

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

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

GP-1-R-DEPL-03

P295.0057

Option A

Employee Basic Accidental Death And Dismemberment Benefits

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

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

ACCIDENTAL DEATH AND DISMEMBERMENT

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

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

Loss of:

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

Payment of Benefits: For covered loss of life, we pay the beneficiary of the employee's basic group term life insurance.

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

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

GP-1-R-ADCL1-00

P310.0815

Option A

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

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

GP-1-R-ADCL2-00-MN

P310.0490

Option A

ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00505626-HC

issued by

The Guardian Life Insurance Company of America

(herein called the Insurance Company)

to

**Trustees of the Professional and Technical Services Industry Insurance Trust Fund
with respect to**

MINNEAPOLIS COLLEGE OF ART & DESIGN

(herein called the Policyholder)

Employee Group Term Life Insurance is amended as follows:

Employee Basic Life "Settlement Option" provisions are amended as follows:

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

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

Dated at _____ This _____ Day of _____, _____

Trustees of the Professional and Technical Services Industry Insurance Trust Fund
Full or Corporate Name of Policyholder

Witness BY: _____
Signature and Title

The Guardian Life Insurance Company of America

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

PLEASE RETAIN THIS COPY FOR YOUR RECORDS

Option A

ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00505626-HC

issued by

The Guardian Life Insurance Company of America

(herein called the Insurance Company)

to

**Trustees of the Professional and Technical Services Industry Insurance Trust Fund
with respect to**

MINNEAPOLIS COLLEGE OF ART & DESIGN

(herein called the Policyholder)

Employee and Dependent Optional Group Term Life Insurance are amended as follows:

Employee and Dependent Optional Life "Settlement Option" provisions are amended as follows:

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

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

Dated at _____ This _____ Day of _____ , _____

Trustees of the Professional and Technical Services Industry Insurance Trust Fund
Full or Corporate Name of Policyholder

Witness BY: _____
Signature and Title

The Guardian Life Insurance Company of America

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

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Option A

ATTACHED TO AND MADE A PART OF GROUP INSURANCE POLICY NO. G-00505626-HC

issued by

The Guardian Life Insurance Company of America

(herein called the Insurance Company)

to

**Trustees of the Professional and Technical Services Industry Insurance Trust Fund
with respect to
MINNEAPOLIS COLLEGE OF ART & DESIGN**

(herein called the Policyholder)

As of January 1, 2015, this plan is amended, as explained below, with respect to this plan's provisions.

This section will apply to covered persons who:

- receive benefits under this plan as a result of a sickness or injury; and
- have received full recovery for a lawful claim against a third party for compensation, damages, or other payment because of such sickness or injury.

In those cases where this section applies, the rights of the covered person to claim or receive compensation, damages, or other payment from the third party will be transferred to The Guardian, but only to the extent of benefits paid by this plan because of such injury or sickness.

Our subrogation right may be reduced by the pro rata share of the covered person's costs, disbursements, and reasonable attorney fees, and other expenses incurred in obtaining the recovery. But, if we are separately represented, we may agree on allocation of the costs, disbursements, and reasonable attorney fees, and other expenses with the covered person. If an agreement cannot be reached, the matter will be submitted to binding arbitration.

A covered person who makes a claim against a third party for damages that include payment for expenses for which benefits have been paid by this plan must provide timely notice to us, in writing, of the pending or potential claim.

As used in this section:

"Covered person" means an employee or dependent, including the legal representative of a minor or incompetent, insured by this plan.

"Subrogation" means our right to recover any benefit payments made under this plan:

- because of an injury or sickness to a covered person caused by a third party's wrongful act or negligence; and
- which the covered person later recovers from the third party or the third party's insurer.

"Third party" means any person or organization other than the Guardian, the employer or the covered person.

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

Dated at _____ This _____ Day of _____ , _____

Trustees of the Professional and Technical Services Industry Insurance Trust Fund
Full or Corporate Name of Policyholder

Witness BY: _____
Signature and Title

The Guardian Life Insurance Company of America

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

GP-1-A-SUB-MN-96

P600.0018

Option A

STATEMENT OF ERISA RIGHTS

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

Receive Information About The Plan and Benefits

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

Prudent Actions By Plan Fiduciaries

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

Enforcement Of An Employee's Rights

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

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

Assistance with Questions

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

P800.0065

Option A

LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE CLAIMS PROCEDURE

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

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

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

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

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

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

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

Timing For Initial Benefit Determination

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

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

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

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

Adverse Determination

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

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

Appeals of Adverse Determinations

If an application is denied, an employee will have up to 180 days to make an appeal.

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

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

In reviewing an appeal, Guardian will

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

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

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

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

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

EMPLOYER RIDER

Group Plan Number: G-00505626-HC

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

Participating Employer: MINNEAPOLIS COLLEGE OF ART & DESIGN

Rider Effective Date: January 1, 2015

Plan Anniversary: January 1, 2016

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

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

There is a thirty-one day grace period for all payments except the first. We must receive all payments within thirty-one days of the applicable premium due date. If we don't, your involvement with the group policy will automatically end at the end of the grace period. You will owe us all unpaid premiums for the period your involvement with the group policy was in force.

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

You can renew your involvement with the group policy through this rider for further one year terms on each Plan Anniversary, subject to all of the terms of the group policy and this rider.

We have the right to cancel this rider, or any coverage hereunder, on any Plan Anniversary or premium due date, if, on that date, either:

- less than ten employees are insured under this rider; or
- less than 75% of those employees who are eligible for insurance under this rider are insured.

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

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

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

GP-1-OLPT-ER-98-1

P190.0008

Continuance of Insurance: If your involvement with the group policy ends, any insurance then in effect for employees in accordance with the "Continuance" section will remain in force subject to the terms and conditions of this plan and payment of the required premium. No additional employees will be insured under this Employer Rider from the date your involvement with the group policy ends.

If the Employer Rider is amended to discontinue the eligibility of a class of employees, any insurance then in effect for such employees in accordance with the "Continuance" section will remain in force subject to the terms and conditions of this plan and payment of the required premium. No additional employees who are members of such class will be insured under this Employer Rider from the date it is so amended.

This Employer Rider will finally terminate when there are no longer any covered persons insured under it.

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

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

You must notify us in writing when a company stops being associated with you. On the date a company stops being an associated company, the eligibility of that company's employees will end as a class. At that time, employees of such company may elect to continue insurance as provided in the "Continuance" provision. If an employee does not elect to continue insurance, this plan will end for such employee unless he or she is employed by you or another covered associated company as an active eligible employee on such date.

SCHEDULE OF INSURANCE AND PREMIUM RATES

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

Class Description

Class 0001 ALL ELIGIBLE EMPLOYEES

GP-1-SI

P130.1566

Option Packages Available

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

GP-1-SI

P130.1710

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

GP-1-SI

P130.1568

Summary of Option Packages

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

GP-1-SI

P130.1585

Option A Employee Optional Term Life.

GP-1-SI

P130.3918

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

GP-1-SI

P130.3919

Option A

Schedule of Benefits

Optional Contributory Term Life Insurance

GP-1-SI

P130.2034

Option A

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

GP-1-SI

P130.3922

Optional Term Life Insurance Amount **Plan A**

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

GP-1-SI

P130.2035

Schedule of Benefits

Optional Contributory Term Life Insurance (Cont.)

Option A

Reduction of Optional Life Insurance Amount Based on Age

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

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

GP-1-SI

P130.2521

Option A

Proof of Insurability Requirements

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

We require proof as follows:

GP-1-SI

P130.2444

Option A

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

Option A

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

Option A

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.

GP-1-SI

P130.3225

Option A

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

GP-1-SI

P130.3225

Option A

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

Option A

Schedule of Benefits

Dependent Optional Term Life Insurance

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

GP-1-SI P130.3923

Optional Dependent Spouse Term Life Insurance Amount **Plan A** The employee may elect amounts of optional dependent spouse term life insurance in increments of \$5,000.00, but the amount may not be less than \$10,000.00 and may not exceed \$150,000.00.

GP-1-SI P130.2509

Optional Dependent Child Insurance Amount **Plan A** The employee 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 P130.2602

Option A

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

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

GP-1-SI P985.0027

Option A

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

We require proof as follows:

GP-1-SI P130.2538

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

GP-1-SI P130.2542

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

GP-1-SI P130.2544

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

GP-1-SI P130.4246

Schedule of Benefits

Dependent Optional Term Life Insurance (Cont.)

Option A

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

GP-1-SI

P130.2551

Option A

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

GP-1-SI

P130.2553

Option A

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

GP-1-SI

P130.3425

Option A

Schedule of Benefits

Effective Dates for Changes to Insurance

GP-1-SI

P130.3343

Option A

Changes in Insurance Amounts

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

- in the case of an Employee not actively at work, on the day on which he returns to active work on a full-time basis (or the day on which his benefit period terminates, whichever is later) or
- in the case of an Eligible Dependent confined to a hospital, on the day on which the dependent is discharged from the hospital (or the day on which his benefit period terminates, whichever is later).

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

GP-1-SI

P130.9324

Schedule of Premium Rates

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

GP-1-SI

P130.9260

Option A

Premium Rates

Employee Optional Contributory Term Life Insurance

GP-1-SI

P130.2825

Option A Class 0001

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

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

Age		Rate per Employee
From	Through	
15	29	\$.085
30	34	\$.092
35	39	\$.100
40	44	\$.160
45	49	\$.260
50	54	\$.450
55	59	\$.730
60	64	\$ 1.100
65	69	\$ 1.700
70	74	\$ 1.960
75	79	\$ 3.720
80	84	\$ 3.720
85	89	\$ 3.720
90	94	\$ 3.720
95	99	\$ 3.720

GP-1-SI

P130.2848

Option A

Premium Rates

Dependent Spouse Optional Term Life Insurance

GP-1-SI

P130.2828

Option A Class 0001

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

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

Age		Rate per Insured Spouse
From	Through	
15	29	\$.085
30	34	\$.092
35	39	\$.100
40	44	\$.160
45	49	\$.260

GP-1-SI

Premium Rates

Dependent Spouse Optional Term Life Insurance (Cont.)

50	54	\$.450
55	59	\$.730
60	64	\$ 1.100
65	69	\$ 1.700
70	74	\$ 1.960
75	79	\$ 3.720
80	84	\$ 3.720
85	89	\$ 3.720
90	94	\$ 3.720
95	99	\$ 3.720

GP-1-SI

P130.2878

Option A

Premium Rates

Dependent Child Optional Term Life Insurance

GP-1-SI

P130.2829

Option A Class 0001

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

Rate per Insured Child Unit

\$.15

GP-1-SI

P130.2858

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

GP-1-SI

P130.9298

Option A

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

GP-1-SI

P130.0508

Option A

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

Dated at Appleton, WI This 29th Day of October, 2014

The Guardian Life Insurance Company of America

Stuart J Shaw

Vice President, Risk Mgt. & Chief Actuary

GP-1-OLPT-ER-98-3

P190.0010

Option A

Definitions

As used in this Group Policy, the following terms have the following meanings. When each defined term is used, it appears with the first letter of each word in capital letters.

Certificate Holder means the named insured of each Certificate of Coverage who has elected to continue his or her insurance on: (a) termination of employment; (b) termination of membership in the classes of employees eligible for insurance; (c) termination of eligibility of a class of employees of which he or she is a member; or (d) termination of his or her Participating Employer's involvement with this Group Policy.

Certificate of Coverage means the certificate which describes the coverages for which a Certificate Holder is insured.

Eligible Employees means those employees identified in the Employer Riders who are eligible for insurance under this Group Policy.

Eligible Employer means any employer with no less than two employees.

Employer Rider means each separate rider or riders which contain the details of the plan of insurance that applies to the employees of each Participating Employer. Employer Riders are attached to and made part of this Group Policy.

Group Policy means this Group Term Optional Life Trust Insurance Policy.

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

Participating Employer means an Eligible Employer who: (a) has applied for the insurance provided by this Group Policy; (b) has filed an agreement with The Guardian adopting the terms of the Trust Agreement; and (c) received The Guardian's written approval of its status as a Participating Employer.

Participation Date means the date as of which an Eligible Employer becomes a Participating Employer with respect to itself and its Eligible Employees.

Trustee means The Citizens Bank of Rhode Island, or its successor, appointed under a Trustee Agreement which is approved and signed by The Guardian.

OLPT-98-3

P190.0002

Option A

Schedule of Insurance and Premium Rates

Schedule: This Group Policy, together with any amendments thereto, contains all the insurance coverages which may be provided by the Employer Rider. The benefits for which the employee, and his or her dependents if applicable, is eligible are described in the Employer Rider for each Participating Employer. The class of each employee will be determined by the Participating Employer on a basis that precludes individual selection. Such determination shall be final.

Premiums: Premiums under this Group Policy must be paid by each Participating Employer, and each Certificate Holder if applicable, at an office of The Guardian or to a representative that we have authorized. The premiums must be paid as specified: (a) in the Employer Rider with respect to premiums paid by the Participating Employer; or (b) in the premium notice with respect to premiums paid by the Certificate Holder. By agreement between either the Participating Employer or the Certificate Holder, whichever is applicable, and The Guardian, the interval of payment may be changed. In that event, adjustment will be made to provide for payment annually, semi- annually, quarterly or monthly.

The premium due under this Group Policy from the Participating Employer on each premium due date will be the sum of the premium charges for the insurance coverages provided under the Employer Rider. The premium charges are based on the rates set forth in the Employer Rider. However, we may change such rates: (a) on the first day of any policy month; (b) on any date the extent or terms of coverage for a Participating Employer are changed by amendment of this Group Policy or of the Employer Rider; or (c) on any date our obligation under this Group Policy with respect to a Participating Employer is changed because of statutory or other regulatory requirements.

The premium due under this Group Policy from the Certificate Holder on each premium due date will be the sum of the premium charges for the insurance coverages provided under the Certificate of Coverage. The premium charges are based on the rates specified in the premium notice given to each Certificate Holder either prior to, or at the time he or she elects to continue insurance. However, we may change such rates at any time.

We must give each affected Participating Employer and Certificate Holder 31 days advance written notice of the rate change. Such change will apply to any premium due on or after the effective date of the change stated in such notice.

Adjustment of Premiums Payable Other Than Monthly or Quarterly: Under the above provision, if a premium rate is changed after an annual or semi-annual premium became payable with respect to coverage on or after the date of such change; the premium will be adjusted by a proportionate increase or decrease for the unexpired period for which the premium became payable. If the adjustment results in a decrease, the amount of the decrease will be paid to the Participating Employer or Certificate Holder by us. If the adjustment results in an increase, the amount of the increase will be considered a premium due on the date of the rate change. This Group Policy's grace period provisions will apply to any such premium due.

Liability of Trustee To Pay Premiums: The Trustee (the Policyholder) is exempt from personal liability with respect to the premiums required by this Group Policy to be paid by it, but is responsible for such premiums only in its fiduciary capacity.

OLPT-98-4

P190.0003

Option A

General Provisions

Grace in Payment of Premiums - Termination of Policy: A grace period of 31 days, without interest charge, will be allowed each Participating Employer for each premium payment except the first. If any premium is not paid before the end of the grace period, the Participating Employer's involvement with this Group Policy automatically ends at the end of the grace period. However, if the Participating Employer gives us advance written notice of an earlier termination date during the grace period, the Participating Employer's involvement with this Group Policy will end as of such earlier date. The Participating Employer will be liable to The Guardian for all unpaid premiums for the period the Participating Employer's involvement with this Group Policy was in force. This will include a pro-rata premium for the grace period or any fraction thereof.

A grace period of 31 days, without interest charge, will be allowed each Certificate Holder for each premium payment except the first. During this grace period, his or her coverage will remain in force. If the owed premium is not paid before the end of the grace period, the Certificate Holder's coverage automatically ends as of the date the premium first became due.

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

Term of Policy - Renewal Privilege: This Group Policy is issued for a term of one (1) year from the Policy Effective Date. All policy years and policy months will be calculated from the Policy Effective Date. All such periods will begin and end at 12:01 A.M. Standard Time at the Policyholder's place of business. We will renew this Group Policy on the Policy Anniversary Date for further one (1) year periods. But, we have the right to cancel this Group Policy at any time, by providing the Policyholder with at least 31 days advance written notice.

Each Employer Rider is issued for a term of one (1) year from its effective date. All periods of insurance under the Employer Riders will begin and end at 12:01 A.M. Standard Time at the Participating Employer's place of business. If the Group Policy is cancelled, all Employer Riders will end as of the date the Group Policy ends. Subject to this provision, each Employer Rider may be renewed in accord with the provisions for renewal specified in the Employer Rider.

Each Certificate of Coverage may be continued for a term of one (1) year from the effective date of the Certificate Holder's election to continue his or her insurance. All periods of insurance under Certificates of Coverage will begin and end at 12:01 A.M. Standard Time at the Certificate Holder's home. We will renew each Certificate of Coverage for further one (1) year periods except for one of the following reasons: (a) non-payment of premiums; or (b) when we are refusing to continue all plans of this type due to the cancellation of this Group Policy. Except for non-payment of premiums, we will provide each Certificate Holder with 31 days advance written notice of our intent to non-renew.

Each Certificate Holder's coverage ends when the Group Policy ends. Termination of the Group Policy will not prejudice any claims incurred by an insured person prior to the date the Group Policy ends.

OLPT-98-5

P190.0004

Option A

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

We can amend this Group Policy or an Employer Rider at any time, without the consent of the employees insured or any other person having a beneficial interest herein, as follows:

We can amend this Group Policy or an Employer Rider: (a) upon written request made by the Participating Employer and agreed to by The Guardian; or (b) on any date our obligation under this Group Policy with respect to a Participating Employer is changed because of statutory or other regulatory requirements.

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

Any amendments to this Group Policy or an Employer Rider will be without prejudice to any claim arising prior to the date of the change.

Only the President, a Vice President, or the Secretary of The Guardian may make or modify this Group Policy or an Employer Rider. No agent has the authority to change the Group Policy or Employer Rider, or to waive any of its terms or conditions.

Incontestability: This Group Policy is incontestable after two years from its date of issue, except for non-payment of premiums.

A Participating Employer's insurance under this Group Policy shall be incontestable after two years from his or her Rider Effective Date, except for non-payment of premiums.

No statement in any application, except a fraudulent statement, made by a person insured under this Group Policy 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.

If the Participating Employer's group plan replaces the group plan he or she had with another insurer, we may rescind his or her plan based on misrepresentations made by the Participating Employer or an insured person in a signed application for up to two years from the Rider Effective Date.

Clerical Error - Misstatements: A clerical error in keeping records pertaining to this Group Policy, or delays in making entries on those records, will not invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated. This is true regardless of whether the error was made by the Policyholder, a Participating Employer, a Certificate Holder, an insured person, or The Guardian. Upon discovery of such error or delay an equitable adjustment of premiums will be made.

Premium adjustments involving return of unearned premium to a Participating Employer or Certificate Holder will be limited to the period of 12 months preceding the date of our receipt of satisfactory evidence that such adjustment should be made.

If the age of an insured person, or any other relevant fact, has been misstated, an equitable adjustment of premiums will be made. If such misstatement affects the existence or the amount of insurance, The Guardian will use the true facts in determining whether insurance is in force under the terms of this Group Policy and the Employer Rider and in what amount.

OLPT-98-6

P190.0005

Option A

Statements: The Guardian relied upon the applications in issuing the insurance provided under this Group Policy and the Employer Rider. All statements in the applications are assumed to be true to the best knowledge and belief of the persons making them. These statements are representations and not warranties.

No statement will be used to avoid the insurance or be used in defense of a claim under this Group Policy unless: (a) in the case of a Participating Employer, it is contained in the application signed by him or her; and (b) in the case of a Certificate Holder or insured person, it is contained in a written instrument signed by him or her, a copy of which has been furnished to him or her.

Certificates: The Guardian will issue to each Participating Employer, for delivery to each employee insured under the Employer Rider, a copy of his or her application and certificate booklet. The certificate booklet shall state the essential features of the insurance to which the employee is entitled and to whom the benefits are payable. It will also state the essential features of the conversion privilege. Any such certificate booklet will not constitute a part of this Group Policy and will in no way modify any of the terms and conditions set forth in this Group Policy.

In the event this Group Policy is amended by changes which affect the description of the essential features of the insurance contained in a certificate booklet, a rider or revised certificate booklet reflecting such changes will be issued to each Participating Employer for delivery to each employee. In the event that a Participating Employer is no longer involved with this Group Policy, The Guardian will issue such rider or revised certificate booklet to each affected Certificate Holder.

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

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

If the dividends under this Group Policy are in excess of the Participating Employers' cost of insurance, such excess will be applied for the sole benefit of the employees and Certificate Holders.

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

Assignment by Insured Employee or Certificate Holder: The insured employee or Certificate Holder may assign all rights or interest in his or her group term optional life insurance which he or she now has, or may later acquire.

The assignment of an employee's or Certificate Holder's death benefits is irrevocable and absolute in form, for no value. The employee or Certificate Holder retains no further interest in such insurance.

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

We will not be charged with notice of any assignment of any interest under this Group Policy until the original assignment has been and filed with us at our Home Office. And, we assume no responsibility as to the validity or effect of any such assignment. Assignments are subject to all payments made or actions taken by The Guardian on or before the date we receive the assignment.

OLPT-98-7

P190.0006

Option A

Assignment by Policyholder or Participating Employer: Assignment or transfer of the interest of the Policyholder or of any Participating Employer under this Group Policy will not bind us without our written consent thereto.

Records - Information To Be Furnished: The Participating Employer must keep a record of employees insured, containing for each employee, the essential particulars of the insurance which apply to the employee. The Participating Employer must periodically forward to us, on our forms, such information concerning the employees in the classes eligible for insurance under this Group Policy, as set forth in the Employer Rider, as may reasonably be considered to have a bearing on the administration of the insurance under this Group Policy and on the determination of premium rates. For benefits which are based on an employee's salary, changes in an employee's salary must be promptly reported to us. The Participating Employer's payroll and other such records which have a bearing on the insurance must be furnished to us for inspection at our request at any reasonable time.

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

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

OLPT-98-8

P190.0007

Option A

ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00505626-HC

issued by

The Guardian Life Insurance Company of America

to

**Trustees of the Professional and Technical Services Industry Insurance Trust Fund
with respect to
MINNEAPOLIS COLLEGE OF ART & DESIGN**

As of January 1, 2015, this rider amends this Policy as follows:

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

Premiums

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

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

However, we may change such rates:

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

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

Adjustment of Premiums Payable Other Than Monthly or Quarterly

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

Grace in Payment of Premiums - Termination of Policy

A grace period of 31 days, without interest charge, will be allowed the Participating Employer for each premium payment except the first. If any premium with respect to the employees of a Participating Employer is not paid before the end of the grace period, such employees' coverage under this policy automatically ends at the end of the grace period. However, if the Participating Employer gives us 31 days written notice in advance of an earlier termination date during the grace period, such employees' coverage under this Policy ends as of such earlier date.

If the coverage of the employees of a Participating Employer ends during or at the end of the grace period, the Participating Employer will still owe us premium for all the time coverage was in force with respect to such employees during the grace period.

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

GP-1-A-GP-90-1

P150.0004

Option A

Incontestability

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

A Participating Employer's insurance under this Policy shall be incontestable after two years from his Rider Effective Date, except for nonpayment of premiums.

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

If the Participating Employer's group plan replaces the group plan he had with another insurer, we may rescind his plan based on misrepresentations made by the Participating Employer or a covered person in a signed application for up to two years from the Rider Effective Date.

GP-1-A-GP-90-2

P150.0005

Option A

The Contract

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

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

We can amend this Policy or an Employer Rider:

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

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

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

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

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

Clerical Error - Misstatements

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

Premium adjustments involving return of unearned premium to the Participating Employer will be limited to the period of 12 months preceding the date of our receipt of satisfactory evidence that such adjustments should be made.

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

Statements

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

- in the case of the Participating Employer, it is contained in the application signed by him; or
- in the case of a covered person, it is contained in a written instrument signed by him.

All statements will be deemed representations and not warranties.

GP-1-A-GP-90-3

P150.0006

Option A

Assignment

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

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

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

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

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

- With respect to accident and health insurance, neither the employee's certificate nor his right to insurance benefits under this Policy are assignable. The employee may direct us, in writing, to pay hospital, surgical, major medical, or dental benefits to the recognized provider who provided the covered service for which benefits became payable. We may honor such direction at our option. But, such a direction is not considered an assignment of benefits and the employee may not assign his right to take legal action under this Policy to such provider. And we assume no responsibility as to the validity or effect of any such direction.

GP-1-A-GP-90-4

P150.0012

Option A

Records - Information To Be Furnished

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

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

GP-1-A-GP-90-5

P150.0015

Option A

Examination and Autopsy

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

- (3) As used in this rider:

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

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

"Policy" means the master group policy of insurance.

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

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

Dated at _____ This _____ Day of _____ , _____

Trustees of the Professional and Technical Services Industry Insurance Trust Fund
Full or Corporate Name of Policyholder

Witness BY: _____
Signature and Title

The Guardian Life Insurance Company of America

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

GP-1-A-GP-90-6

P150.0009

Option A

ELIGIBILITY FOR LIFE COVERAGES

P264.0016

Option A

EMPLOYEE COVERAGE

Eligible Employees

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

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

Conditions of Eligibility

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

GP-1-EC-90-1.0

P180.0168

Option A

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

GP-1-EC-90-2.0

P264.0070

Option A

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

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

GP-1-EC-90-3.0

P264.0066

Option A

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

GP-1-EC-90-4.0

P264.0019

Option A

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

GP-1-EC-90-5.0

P180.0328

Option A for Class 0001

When Employee Coverage Starts

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

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

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

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

GP-1-EC-90-6.0

P985.0022

Option A

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

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

GP-1-DEF-97

P270.0365

Option A for Class 0001

When Employee Coverage Ends

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

- the date an employee's active full-time service ends for any reason. Such reasons include disability, death, retirement, lay-off, leave of absence, and the end of employment.
- the date an employee stops being an eligible employee under this plan.
- the date you cancel your involvement with the group policy.
- the date this plan is amended to discontinue the eligibility of a class of employees to which the employee belongs.
- the last day of the period for which required payments are made for the employee.

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

Also, an employee may have the right to continue group benefits after his or her coverage would otherwise end. And, an employee may have the right to replace group benefits with converted policies. The plan's benefit provisions and the schedule of insurance explain these situations. Read the plan's provisions carefully. When an employee's insurance under this plan ends, he or she must surrender his or her certificate.

GP-1-EC-90-8.0

P190.0017

Option A for Class 0001

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

- If an employee's active service ends because he is disabled you may continue his insurance subject to all of the terms of this plan.
- If an employee's active service ends because he goes on a non-parental leave of absence or is laid off, you may continue his insurance, except for disability income insurance, if any, under this plan for the rest of the policy month in which the non-parental leave or layoff starts, plus 01 more full policy month(s). However, if the employee joins any armed force before this period ends, you may continue his insurance until the date he becomes a member of such armed force.
- If an employee's active full-time service ends because he goes on parental leave, as described in Section 181.93 through 181.98 of Chapter 181 of Minnesota Code, you must continue the employee's group insurance for the duration of the parental leave, subject to all of the terms of this plan. You may require the employee to pay the full cost of the employee's coverage during such parental leave.

But if the employee joins any armed force before the parental leave ends, you may only continue his insurance until the later of: (a) the date the employee becomes a member of such armed force; and (b) the end of the policy month which follows the policy month in which the parental leave starts. However, if the parental leave is scheduled to end before the date described in (a) or (b) above, the continuance of the employee's coverage will end as of such date.

- If you continue an employee's benefits under this plan as set forth above, it must be based on a plan which prevents individual selection by you.
- And, any such continuation is subject to the payment of premiums, and to all of the other terms and conditions of this plan.
- The amount of an employee's insurance during any such continuation will be the amount in force on his last day of active service, subject to any reductions that would have otherwise applied if he had remained an active employee.

GP-1-EC-90-7.0

P264.0023

Option A

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

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

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

If An Employee's Group Insurance Ends: Group life insurance may end for an employee because he or she ceases full-time work due to an approved leave of absence. Such leave of absence must have been granted to allow the employee to care for a seriously ill spouse, child or parent, or after the birth or adoption of a child, or due to the employee's own serious health condition. If so, his or her group life insurance will be continued at your option. The employee 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 the employee returns 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 the employee's coverage would have ended had the employee not been on leave; or
- (d) the end of the period for which the premium has been paid.

GP-1-EC-90-7.0

P190.0016

Option A

If This Plan Replaces Another Plan

This plan may be replacing a similar plan you had with some other insurer. If this happens and an employee is not actively at work on this plan's effective date, he or she may still be eligible for coverage under this plan, subject to the terms set forth below and all of the terms of this plan.

He or she is eligible under this section for those coverages which he or she was insured for on a premium paying basis under the old plan if: (a) he or she was covered for such coverages by the old plan on a premium paying basis on the date the old plan ended; (b) the coverages are provided for the employee's class under this plan; and (c) this plan starts right after the old plan ends. If all of these conditions are met, the employee will become insured under this plan for those coverages he or she is eligible for from this plan's effective date, subject to payment of premium. He or she will become so insured without regard to any "actively at work" requirements contained in this plan.

An employee's coverage under this section will end on the first of the following dates:

- the date he or she becomes insured as an active employee under this or any other group plan;
- the last day of the period for which required payments are made for the employee;
- the date this group plan ends, or is discontinued for a class of employees to which the employee belongs;
- with respect to any specific coverage provided by this plan, the date the employee stops being a

covered person under that coverage for reasons other than disability;

- with respect to an employee who is totally disabled, the date he or she is no longer totally disabled; or
- with respect to a terminated or laid-off employee, the last day of the minimum continuation period provided under Minnesota law for such employees.

GP-1-EC-90-9.0-MN

P180.0315

Option A

Definitions

GP-1-EC-90-DEF-1

P180.0155

Option A

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

GP-1-EC-90-DEF-2

P264.0018

Option A

Employee means a person who works for you at your 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 you; (b) he or she ceases to be a member in the classes of employees eligible for insurance; (c) your involvement with the group policy ends; or (d) this rider is amended to discontinue the eligibility of a class of employees to which he or she belongs.

GP-1-EC-90-DEF-3

P190.0012

Class 0001

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

GP-1-EC-90-DEF-4

P180.0493-R

Option A

Plan means the Guardian group plan purchased by the employer.

GP-1-EC-90-DEF-6

P180.0975

Option A

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

GP-1-EC-90-DEF-7

P180.0161

Option A

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

GP-1-EC-90-DEF-9

P180.0163

Option A

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

GP-1-EC-90-DEF-10

P180.0164

Option A

Dependent Life Coverage

GP-1-DEP-90-1.0

P264.0015

Option A

Eligible Dependents For Optional Dependent Life Benefits: An employee's eligible dependents are: his or her legal spouse who is under age 70; and his or her unmarried dependent children who are 14 or more days old, until they reach age 25 and his or her 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.

GP-1-DEP-90-3.0

P200.0783

Option A

Adopted Children and Step-Children: An employee's "unmarried dependent children" include his or her legally adopted children and, if they depend on the employee for most of their support and maintenance, his or her step-children. We treat a child as legally adopted if the child is in the employee's 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.

GP-1-DEP-90-3.1

P264.0006

Option A

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

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

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

GP-1-DEP-90-5.0

P200.0319

Option A for Class 0001

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

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

If the employee does this within the enrollment period, the coverage is scheduled to start on the later of the first of the month which coincides with or next follows the date the employee signs the enrollment form; and the date the employee becomes insured for employee coverage.

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

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

A newly acquired dependent will be covered for those dependent benefits not subject to proof of insurability from the later of the date the employee notifies us and agrees 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 the employee's application, provided that the employee sends us the proof we require; and we approve that proof in writing.

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

GP-1-DEP-90-6.0

P200.0334

Option A

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

However, if this plan replaces a similar plan you had with some other insurer, and a dependent is confined or unable to carry out normal activities as explained above, the dependent may still be eligible for coverage under this plan, subject to the terms set forth below, and all of the terms of this plan.

He or she is eligible under this section for those coverages which he or she was insured for on the premium paying basis under the old plan if: (a) he or she was covered for such coverages by the old plan on a premium paying basis on the date the old plan ended; (b) the coverages are provided for a similarly situated dependent under this plan; and (c) this plan starts right after the old plan ends. If all of these conditions are met, the dependent will become insured under this plan for those coverages he or she is eligible for from this plan's effective date, subject to payment of premium. He or she will become so insured without regard to any "non-confinement" requirements contained in this plan.

A dependent's coverage under this section will end on the first of the following dates:

- the date he or she becomes insured on a regular basis under this or any other group plan;
- the last day of the period for which payments are made for the dependent;
- the date this group plan ends, or is discontinued for the class of employees to which the employee, to whom the dependent is related, belongs;
- with respect to any specific coverage provided by this plan, the date the dependent stops being a covered person under that coverage for reasons other than disability;
- with respect to a dependent who is confined or unable to carry-out normal activities, as explained above, the date he or she is no longer classified as such.

GP-1-DEP-90-7.0-MN

P200.0709

Option A for Class 0001

When Dependent Coverage Ends: Dependent coverage under this plan will end for all of an employee's dependents on the first of the following dates:

- The date the employee stops being an eligible employee under this plan.
- The date you cancel your involvement with the group policy.
- The date this plan is amended to discontinue the eligibility of a class of employees to which the employee belongs.
- The date this plan is amended to discontinue the availability of dependent coverage for all employees or for the employee's class.
- The date the employee's coverage ends.
- The last day of the period for which the required payments are made for the dependent coverage.

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 or she 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.

Also, an employee may have the right to continue dependent coverage after his or her dependent's coverage would otherwise end. Dependents may have the right to replace group benefits with converted policies. Read the plan's provisions carefully.

GP-1-DEP-90-9.0

P190.0013

Option A

Definitions

GP-1-DEP-90-DEF-1

P200.0210

Option A

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

GP-1-DEP-90-DEF-2

P200.0211

Option A

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

GP-1-DEP-90-DEF-3

P200.0212

Option A

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

GP-1-DEP-90-DEF-4

P200.0213

Option A

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

GP-1-DEP-90-DEF-8

P200.0217

Option A

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

GP-1-DEP-90-DEF-9

P200.0218

Option A

Plan means the Guardian group plan purchased by the employer.

GP-1-DEP-90-DEF-11

P264.0065

Option A

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

GP-1-DEP-90-DEF-12

P200.0221

Option A

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

GP-1-DEP-90-DEF-14

P200.0223

Option A

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

GP-1-DEP-90-DEF-15

P200.0224

Option A

Employee Optional Group Term Life Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GP-1-R-EOPT-96

P273.0483

Option A

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 an employee from converting these benefits when this continuance ends. But, such conversion will be based on any applicable sections of this plan. And, an employee may elect to continue group life benefits under the "Continuance" section in place of this continuance. The employee should read this plan, as well as any related materials, carefully before making an election.

If an Employee's Group Life Benefits End: An employee may elect to continue his or her group life benefits under this section if they would otherwise end due to his or her: (a) voluntary or involuntary termination of employment, except for gross misconduct; (b) lay-off; or (c) reduction in work hours resulting in his or her 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 the employee and any of his or her then insured dependents whose group life benefits would otherwise end.

Your Responsibilities: You must give the employee written notice of:

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

You must send the written notice by first class certified mail to the employee's last known address within ten days of the employee's termination, lay-off, or reduction of work hours.

Your Liability: You will be liable for the employee's continued group life benefits under this section to the same extent as, and in place of, us if:

- (a) you fail to notify the employee of his or her continuance rights as described above; or
- (b) you fail, after timely receipt of the employee's premium payment, to pay us on behalf of such employee, thereby causing the employee's continued group life benefits to end.

The Employee's Responsibilities: To continue the group life benefits under this section, the employee must give you written notice that he or she elects to continue, and pay the first month's premium. He or she must do this within 60 days of the later of:

- (a) the date the group life benefits would otherwise end; and
- (b) the date the employee receives the written notice of his or her continuance rights from you.

The subsequent premiums must be paid to you, by the employee, in advance, at the times and in the manner specified by you. 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 the employee stayed insured under the group plan on a regular basis. It includes any amount which would have been paid by you.

An employee waives his or her continuance rights under this section if he or she either fails to notify you of his or her intent to continue, or he or she fails 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 your involvement under the group policy ends; or
- (d) the end of the period for which the last premium payment is made.

GP-1-R-LCM-98-MN

P190.0014

Option A

Continuance

Important Restrictions: No employee may elect to continue his or her optional term life insurance under this section; unless he or she has been covered by this group plan, or the one it replaced, for such insurance for at least three consecutive months prior to the date his or her coverage under this plan would otherwise end. When an employee elects to continue insurance under this section, no further increases or decreases in his or her amount of insurance are permitted, except for any reductions based on age as shown in the schedule. And, this continued insurance does not include any extended life or waiver of premium benefits.

Continuance of Optional Term Life Insurance: An employee may elect to continue his or her employee optional term life insurance and dependent optional term life insurance under this section, subject to the following terms and conditions.

The employee may continue his or her 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 his or her Minnesota continuance of loss of life benefits; (c) failure to pay any required premium; or (d) the end of this group plan.

The employee may not continue his or her insurance, or coverage for any of his or her dependents, if he or she has reached his or her 70th birthday on the day his or her insurance under this plan would otherwise end.

The employee may continue insurance on: (a) himself or herself only; (b) himself or herself and his or her dependent spouse; (c) himself or herself and all of his or her eligible dependents; or (d) if the employee is a single parent, himself or herself and all of his or her 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 the employee's insurance would otherwise end. But, an employee may later add a newly acquired dependent child, if he or she has continued coverage on other dependent children under the terms of this section. The employee has 31 days after he or she acquires the dependent child to request coverage. If the employee does 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 An Employee Dies While Insured: If an employee dies while insured for dependent optional term life insurance, the employee's then insured surviving spouse may continue the insurance of the employee's 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 the employee dies, no dependents will be allowed to continue their insurance.

How to Continue: To continue, the employee or surviving spouse must apply to us in writing and pay the required premium. He or she has 31 days from the date his or her coverage would otherwise end under this plan to do this. We won't ask for proof that he or she is 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) the employee's and/or dependent's rate class under this plan on the date insurance would otherwise end; and (b) the employee's or surviving spouse's age bracket as specified in the Optional Life Continuance Premium Notice.

When This Continuance Ends: An employee's 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 he or she fails to pay any required premium;
- (c) The date he or she dies; or
- (d) The date he or she reaches age 70.

Continued optional term life coverage under this section for each dependent ends on the date the employee's 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 the employee asks us to terminate the continued optional term life coverage of his or her spouse and/or all of his or her dependent children, that coverage will end as of the date of his or her request, or any later date specified in the notice.

If an employee's continued optional term life insurance on himself or herself and/or his or her dependents ends, we will return any unearned portion of the premium paid by the employee on a pro-rata basis.

The employee and/or his or her dependents may be able to convert their optional term life insurance to individual insurance policies if continued coverage ends. Read the conversion privilege sections of this plan for details.

Option A

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.

No employee is allowed to continue his or her insurance, and the insurance of his or her dependents, under more than one continuance section at the same time. If a situation arises in which an employee would be eligible to continue under more than one section, he or she 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 an employee has elected to continue insurance under one continuance section, he or she or his or her surviving spouse may not elect to continue insurance under any other section when that continuance ends.

The covered person should read his or her plan, as well as any related materials, carefully before making an election.

GP-1-R-LCI-98-MN

P190.0028

Option A

Converting This Group Term Life Insurance

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

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

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

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

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

If the employee is not disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium" when this coverage ends, he or she can convert to a permanent life insurance policy. The employee can convert the full amount for which he or she was covered under this plan.

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

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

If Continued Insurance Ends: When an employee's 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, he or she can also convert.

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

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

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

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

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

GP-1-R-LCONV-99-MNP

P985.0002

Option A

Extended Life Benefit With Waiver of Premium

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

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

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

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

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

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

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

The employee is encouraged to apply for this benefit immediately upon the onset of disability.

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

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

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

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

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

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

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

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

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

P985.0004

Option A

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

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

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

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

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

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

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

P275.0049

Option A

COMPUTATION OF GROUP LIFE INSURANCE PREMIUMS

Definitions:

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

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

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

How Group Life Rates Are Computed:

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

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

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

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

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

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

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

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

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

Upon request we will furnish rates for ages not shown.

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

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

GP-1-R-LRMP-86-1

P270.0023

Option A

Dependent Spouse and Child Optional Term Life Insurance

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

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

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

Seatbelt and Airbag Benefits: If a dependent dies as a direct result of an automobile accident while properly wearing a seatbelt, we will increase the benefit amount by \$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.

GP-1-R-DOPT-96

P293.0144

Option A

Converting This Dependent Term Life Insurance

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

Dependent term life insurance also may end when the employee stops 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.

If Your Involvement with The Group Policy Ends, The Group Policy Terminates, or Group Life Insurance is Dropped: Dependent term life insurance ends for all of an employee's dependents when the group policy terminates. It also may end: (a) when your 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 the employee's class.

If insurance ends for any of the above reasons, and an employee's 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 an employee's 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, the employee's 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.

Option A

STATEMENT OF ERISA RIGHTS

As a participant, an employee is 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. The employer may not fire an employee or otherwise discriminate against an employee in any way to prevent the employee from obtaining a welfare benefit or exercising his or her rights under ERISA. If an employee's claim for a welfare benefit is denied in whole or in part, he or she must receive a written explanation of the reason for the denial. The employee has the right to have his or her claim reviewed and reconsidered.

Under ERISA, there are steps an employee can take to enforce the above rights. For instance, an employee may file suit in a Federal court if he or she requests materials from the plan and does not receive them within 30 days. The court may require the plan administrator to provide the materials and pay the employee up to \$110.00 a day until the employee receives them (unless the materials were not sent because of reasons beyond the administrator's control). If an employee's claim for benefits is denied in whole or in part, or ignored, he or she may file suit in a State or Federal court. If plan fiduciaries misuse the plan's money, or discriminate against an employee for asserting his or her rights, the employee may seek assistance from the U.S. Department of Labor, or file suit in a Federal court. If the employee is successful, the court may order the person who has been sued by the employee to pay court costs and legal fees. If the employee loses, the court may order him or her to pay such costs and fees, for example, if it finds the claim is frivolous. If the employee has questions about this plan, he or she should contact the Plan Administrator. If the employee has any questions about this statement or about his or her rights under ERISA, he or she should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory, or the Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210.

P985.0020

Option A

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 the employee's 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.

P800.0026

The Guardian Life Insurance Company of America

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

POLICYHOLDER: MINNEAPOLIS COLLEGE OF ART & DESIGN

GROUP POLICY NUMBER	DELIVERED IN	POLICY DATE
G-00505626	Minnesota	January 1, 2015

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

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

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

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

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

This Policy takes effect on the Policy Date specified above.

IN WITNESS WHEREOF, THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA has caused this Policy to be executed as of October 29, 2014 which is its date of issue.

Registrar

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

GROUP LONG TERM DISABILITY INCOME INSURANCE POLICY

Non-Participating - No Dividends Payable

P808.0764

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P808.0715

GENERAL PROVISIONS

Incontestability

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

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

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

Associated Companies

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

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

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

Premiums

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

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

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

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

Adjustment of Premiums Payable Other Than Monthly or Quarterly

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

Grace in Payment of Premiums - Termination of Policy

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

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

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

Term of Policy - Renewal Privilege

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

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

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

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

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

The Contract

The entire contract between Guardian and you consists of this policy, any attached Schedules Of Benefits which describe the coverage for which *covered persons* are covered, any attached riders, and your application, a copy of which is attached.

We can amend this policy at any time, without the consent of the covered *employees* or any other person having a beneficial interest in it: (a) upon written request made by you and agreed to by Guardian; (b) on any date our obligation under this policy with respect to you is changed because of statutory or other regulatory requirements; or (c) if this policy supplements, or coordinates with benefits provided by any other insurer, non-profit hospital or medical service plan, or health maintenance organization, on any date our obligation under this policy is changed because of a change in such other benefits.

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

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

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

Clerical Error - Misstatements of Age

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

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

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

Statements

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

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.

All statements will in the absence of fraud be deemed representations and not warranties.

Assignment

Both the *employee's* certificate and his or her right to benefits under this policy are not assignable. However, the *employee* 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 request at our option. But, the *employee* may not assign his or her right to take legal action under this policy to such provider. And we assume no responsibility as to the validity or effect of any such direction.

Assignment by Policyholder

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

P808.0601

Employee's Certificate

We will issue to you, for delivery to each *employee* covered under this policy, a certificate of coverage. The certificate will state the essential features of the insurance to which the *employee* is entitled and to whom the benefits are payable. In the event this policy is amended, and such amendment affects the material contained in the certificate of coverage, a rider or revised certificate reflecting such amendment will be issued to you for delivery to affected *employees*.

Claims of Creditors

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

Records - Information to Be Furnished

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

Examination

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

Accident and Health Claims Provisions

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

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

Proof of Loss: We will furnish the *employee* with forms for filing proof of 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 claim as proof of loss. The *employee* must detail the nature and extent of the loss for which the claim is being made. The *employee* must send us written proof within 90 days of the loss.

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

Late Notice or Proof: We will not void or reduce an *employee's* claim if he or she cannot send us notice and proof of loss within the required time. But, the *employee* must send us notice and proof of loss as soon as reasonably possible.

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

We pay all accident and health benefits to the *employee*, if he or she is living. If the *employee* is not living, we have the right to pay all accidental and health benefits to one of the following: (a) the *employee's* estate; (b) the *employee's* spouse; (c) the *employee's* parents; (d) the *employee's* children; (e) The *employee's* brothers and sisters; and (f) any unpaid provider of health care services.

When the *employee* files proof of loss, he or she may direct us, in writing, to pay health care 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 the *employee* that a particular provider must provide such care. And, the *employee* may not assign his or her right to take legal action under this policy to such provider.

Limitations of Actions: The *employee* cannot bring a legal action against this policy until 60 days from the date he or she files proof of loss. And, the *employee* cannot bring legal action against this policy after three years from the date he or she files proof of loss.

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

Note

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

P808.0765

SCHEDULE OF INSURANCE AND PREMIUM RATES

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

Class Description

Class 0001 ALL ELIGIBLE EMPLOYEES

P808.0071

Option Packages Available

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

P808.0072

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

P808.0074

Summary of Option Packages

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

P808.0075

Option A

Long Term Disability Income Insurance in the amount of 60% of an employee's prior monthly earnings, rounded to the nearest dollar, if not already a multiple thereof, to a maximum of \$10,000.00.

P808.0076

Schedule of Benefits

Employee Long Term Disability Income Insurance

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

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

P808.0010

Option A

Gross Monthly Benefit 60% of an employee's 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 an employee's Gross Monthly Benefit with certain other income he or she may receive. Read all of the terms of this plan to see what income we integrate with, and how.

P808.0011

Option A

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

P808.0012

Option A

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 this *plan* for a covered person's *disability*. It is determined by the table shown below.

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

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
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

P808.0014

Employee Long Term Disability Income Insurance

P808.0016

Option A Class 0001

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

Rate per Employee

\$.29

P808.0115

ELIGIBILITY FOR LONG TERM DISABILITY INSURANCE

P808.0019

Option A

EMPLOYEE COVERAGE

Eligible Employees

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

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

Conditions of Eligibility

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

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

Note: An employee working outside the United States and/or Canada on a temporary assignment who meets all other conditions of eligibility will be covered by this plan; except that: (1) if he or she is on an assignment exceeding one year; or (2) if he or she is assigned in a country or region that is under a travel warning issued by the US Department of State; coverage must be approved by us in writing.

Temporary or seasonal employees are not eligible.

Employees for whom, pursuant to a collective bargaining agreement, you make any payments to any kind of health and welfare benefit plan other than under this plan are not eligible.

P808.0895-R

Option A

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

P808.0021

Option A

Enrollment Requirement: If an *employee* must pay all or part of the cost of *employee* coverage, he or she must enroll and agree to make required payments within 31 days of his or her eligibility date.

P808.0738

Option A

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

Coverage During Temporary Layoff or Leave of Absence: If an *employee's* active service ends because he or she is laid off or goes on a leave of absence *you* have approved, *you* may continue his or her insurance, subject to continued payment of premium. If an *employee* becomes *disabled* under this *plan* while his or her coverage is being continued during a temporary layoff or leave of absence, his or her eligibility for benefits will be governed by all the terms of this *plan*.

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

- (a) The end of the temporary layoff or leave of absence approved by *you*; and
- (b) one month following the date of temporary layoff or approved leave of absence begins.

P808.0619

Option A

When Employee Coverage Starts

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

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

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

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

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

P808.0024

Option A

When Employee Coverage Ends

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

- the last day of the month in which an employee's active full-time service ends for any reason.
- the last day of the month in which an employee stops being an eligible employee under this plan.
- the last day of the month in which an employee is no longer working in the United States and/or Canada, unless he or she is on a temporary assignment: (1) not exceeding one year in a country or region that is not under a travel warning issued by the US Department of State; or (2) for which we have agreed, in writing, to provide coverage.
- the last day of the month in which the group plan ends, or is discontinued for a class of employees to which the employee belongs.
- the last day of the period for which required payments are made for the employee.

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

P808.0898-R

Option A

**LONG TERM DISABILITY INCOME INSURANCE
BENEFIT PROVISIONS**

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

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

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

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

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

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

- (a) The date he or she is no longer *disabled*.
- (b) The date he or she fails to provide proof of loss as required by this *plan*.
- (c) The date he or she earns, or is able to earn, the maximum earnings allowed while *disabled* under this *plan*.
- (d) The date he or she is able to perform the major duties of his or her *own occupation* on a full-time basis with *reasonable accommodation*.
- (e) After the *own occupation* period, the date he or she is able to perform the major duties of any gainful work on a full-time basis with *reasonable accommodation*.
- (f) The date he or she has been outside of 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 he or she is no longer receiving *regular and appropriate care* from a *doctor*.
- (k) The date payments end in accord with a *rehabilitation agreement*.
- (l) The date he or she refuses to take part in a *rehabilitation program*.

P808.0628

Option A

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

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

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

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

P808.0030

Option A

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

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

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

P808.0905

Option A

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*.

P808.0032

Option A

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

- Commissions or monies: (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 the covered person's *disability*. This does not include payments made from a group life insurance plan's: (a) accelerated death benefit; or (b) like provision that allows payment of such plan's proceeds due to terminal illness.
- 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 the covered person's *gross monthly benefit* is more than 100% of his or her *insured earnings*.
- Disability income from any other plan that a covered person is eligible to receive: (1) because he or she is employed by, or associated with: (a) the *plan sponsor*; or (b) the *employer*; or (2) because he or she is 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 the covered person's *gross monthly benefit* is more than 100% of his or her *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 the covered person's *gross monthly benefit* is more than 100% of his or her insured earnings. This applies whether such plan is sponsored on a formal or informal basis. This includes donated, lump sum and recurrent payments of accrued sick leave benefits. But, if a covered person is working while disabled, we will account for such income as described in this *plan's* "Adjustment of Monthly Benefit for Disability Earnings".
- Benefits as shown below from: (1) the United States Social Security Act; (2) the Railroad Retirement Act; or (3) any other like U.S. or Canadian plan or act.
 - (a) All disability benefits for which: (i) the covered person is entitled; and (ii) his or her spouse and children are entitled due to the covered person's *disability*;
 - (b) All unreduced retirement benefits for which: (i) the covered person is entitled; and (ii) his or her spouse and children are entitled due to the covered person's entitlement; and
 - (c) All reduced retirement benefits paid to: (i) the covered person; and (ii) his or her spouse and children due to the covered person's receipt of such benefits.

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

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

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

- Income of the type that is included in a covered person's *insured earnings* for purposes of determining his or her *gross monthly benefit* under this *plan*.
- That portion of *retirement plan retirement benefits* which the *employer* funds.
- That portion of *retirement plan disability benefits* which the *employer* funds.
- Retirement benefits or *retirement plan disability benefits*, due to the covered person's *disability*, from any *government plan* other than those shown above.
- 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 the covered person receives a payment net of attorney fees approved by the Workers' Compensation Board or similar authority, we reduce our benefit by the net payment.
- Unemployment compensation benefits.
- Payment from the covered person's *employer* as part of a termination or severance agreement.

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

P808.0739

Option A

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

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

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

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

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

If we feel the covered person is entitled to receive such income benefits, we will estimate the amount due to him or her and his or her spouse and children. We will take this estimated amount into account when we determine the covered person's *monthly benefit*. But, we will not take this estimated amount into account if he or she signs our reimbursement agreement. In this agreement the covered person promises: (a) to apply for any benefits for which he or she may be eligible; (b) to appeal any denial of such benefits until all possible appeals have been made; and (c) to repay any amount we overpaid due to an award of such benefits.

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

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

P808.0036

Option A

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

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

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

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

Method 1:

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

Method 2:

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

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

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

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

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

P808.0129

Option A

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

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

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

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

P808.0038

Option A

LIMITATIONS AND EXCLUSIONS

Disabilities with a Limited Maximum Payment Period:

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

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

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

P808.0041

Option A

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, a covered person:

- (a) receives advice or treatment from a *doctor*;
- (b) undergoes diagnostic procedures other than routine screening in the absence of symptoms or suspicion of disease process by a *doctor*;
- (c) is prescribed or takes prescription drugs; or
- (d) receives 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 the covered person's insurance under this *plan*; (b) the effective date of a change that increases the benefits payable by this *plan*; and (c) the effective date of a change in the covered person's benefit election that increases the benefit payable by this *plan*.

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

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

P808.0043

Option A

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

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

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

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

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

P808.0044

Option A

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

- (a) declared or undeclared war, act of war, armed aggression;
- (b) service in the armed forces, National Guard, or military reserves of any state or country;
- (c) a covered person taking part in a riot or civil disorder;
- (d) a covered person being engages in an illegal occupation;
- (e) a covered person's commission of, or attempt to commit a felony, for which he or she has been convicted;
- (f) the covered person's voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless: (a) it was prescribed for him or her by a *doctor*, and (b) it was used as prescribed. In the case of a non-prescription drug, we do not pay for any loss resulting from or contributed to by the covered person's use in a manner inconsistent with package instructions. A controlled substance is anything called a control 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 the covered person is receiving medical treatment or care outside the United States or Canada unless expressly authorized by us;
- (2) which starts before the covered person is insured by this *plan*; or
- (3) during which the covered person's loss of earnings is not solely due to his or her *disability*.

P808.0767

Option A

Services

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

Services we can provide include:

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

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

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

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

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

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

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

We have the right to determine which services are appropriate.

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

We stop paying the enhanced benefit on the earliest of:

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

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

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

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

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

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 the covered person.

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

P808.0768

Option A

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

P808.0049

Option A

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

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

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

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

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

P808.0050

Option A

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: A covered person must send us written notice of his or her intent to file a claim under this *plan* as described in "Accident and Health Claims Provisions."

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

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

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

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

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

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

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

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

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

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

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

Payment of Benefits: We pay benefits to the covered person, if he or she is legally competent. If he or she is not, we pay benefits to the legal representative of his or her estate. Benefits are paid in US dollars.

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

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

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

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

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

P808.0663

Option A

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.

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.

P808.0051

Option A

Definitions

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

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

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.

P808.0250

Option A

Disability or Disabled: These terms mean that a current *sickness* or *injury* causes physical or mental impairment to such a degree that the covered person is:

- (1) During the *elimination period* and the *own occupation* period, not able to perform, on a full-time basis, the major duties of his or her *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*.

The covered person is not *disabled* if he or she earns, or is able to earn, more than this *plan's* maximum allowed *disability earnings*.

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

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

P808.0056

Option A

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

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

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

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

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

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

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

Functional Disability or Functionally Disabled means that, due to sickness or injury, a covered person is:

- (a) not able to perform two or more activities of daily living, on a routine basis, without at least standby help; or
- (b) cognitively impaired and needs constant verbal cueing to protect himself or herself or others.

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

Government Plan: Any of the following: (1) the United States Social Security Act; (2) the Railroad Retirement Act; (3) the Canadian Pension Plan; or (4) any other plan provided under the laws of a state, province or any other political subdivision. It also includes: (a) any public employee retirement plan; or (b) any plan provided in

place of the above named plan or acts. It does not include: (i) any Workers' Compensation Act or similar law; (ii) the Jones' Act; (iii) the Longshoreman's and Harbor Workers' Compensation Act; or (iv) the Maritime Doctrine of Maintenance, Wages, or Cure.

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

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

P808.0773

Option A

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

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

For Partners and S Corporation Shareholders:

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

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

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

For Sole Proprietors:

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

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

Insured earnings means the covered person's average rate of monthly earnings determined from his or her annual contract salary. *Insured earnings* also includes the covered person's contributions deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account. *Insured earnings* does not include bonuses, commissions, overtime pay, expense accounts, stock

options and any other extra compensation. We do not include pay for hours worked or billed over 40 per week. Earnings based on excluded income and *employer* contributions deposited into such 401(k); 403(b); 457; or similar plan are excluded.

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

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

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

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

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

For All Other Covered Persons:

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

P808.0776

Option A

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

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

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

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

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

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

P808.0110

Option A

Part-Time: The ability to work and earn between 40% and 80% of *insured earnings* during the *own occupation* period and between 40% and 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 a covered person's: (a) disabling condition; and (b) any other condition which, if left untreated, would adversely affect his or her disabling condition; he or she (i) visits a *doctor* as frequently as medically required, according to generally accepted medical standards, to effectively manage these conditions; and (ii) is receiving the most appropriate treatment, according to generally accepted medical standards, designed to achieve maximum medical improvement in these conditions. Treatment must be provided by a *doctor(s)* whose specialty is most appropriate for the covered person's: (a) *disability*; and (b) any other conditions which left untreated would adversely affect the covered person's disabling condition; according to generally accepted medical standards. Generally accepted medical standards are those supported by nationally recognized authorities in the health care field including: the American Medical Association (AMA); the AMA Board of Medical Specialties; the Food and Drug Administration; the Centers for Disease Control; the National Cancer Institute; the National Institutes of Health; the Department of Health and Human Services; and any other agency of similar repute.

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

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

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

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

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

P808.0113

Option A

ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00505626-HC

issued by

The Guardian Life Insurance Company of America

(herein called the Insurance Company)

to

**Trustees of the Professional and Technical Services Industry Insurance Trust Fund
with respect to
MINNEAPOLIS COLLEGE OF ART & DESIGN**

(herein called the Policyholder)

Effective January 1, 2015, this *plan's* group long term disability income insurance provisions are amended to provide a Survivor and Accelerated Survivor Benefit.

Definitions of terms are defined in the *plan*.

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

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

If the covered person has no eligible survivor, we pay this benefit to his or her estate.

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

If the covered person's spouse is not living, his or her eligible survivor is his or her: (a) unmarried child under age 26. If there is more than one such child when the covered person dies, this benefit will be paid to each child in equal shares.

When and How the Accelerated Survivor Benefit Will Be Paid: If a covered person has a terminal illness, we may accelerate payment of this *plan's* survivor benefit.

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

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

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

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

Dated at _____ This _____ Day of _____ , _____

Trustees of the Professional and Technical Services Industry Insurance Trust Fund
Full or Corporate Name of Policyholder

Witness BY: _____
Signature and Title

The Guardian Life Insurance Company of America

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

GP-1-A-LTD07-MN-SB

P808.0797

Option A

ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00505626-HC

issued by

The Guardian Life Insurance Company of America

(herein called the Insurance Company)

to

**Trustees of the Professional and Technical Services Industry Insurance Trust Fund
with respect to
MINNEAPOLIS COLLEGE OF ART & DESIGN**

(herein called the Policyholder)

Effective January 1, 2015, this *plan's* group long term disability income insurance provisions are amended 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 a covered person is no longer *disabled*.

To be eligible for the Income Recovery Benefit, the covered person must be:

- (a) able to perform the major duties of his or her *own occupation*; or
- (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 his or her own occupation the same number of hours as he or she 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) the covered person's gross monthly benefit as of the last month he or she was disabled under the terms of this plan; less (b) any other income this plan integrates with that he or she is entitled to receive. In step two we make a current earnings adjustment. We add: (a) the covered person's gross monthly benefit as of the last month he or she was disabled under the terms of this plan; and (b) his or her current disability earnings. If such sum exceeds 100% of the covered person's 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 the covered person is able to earn this plan's maximum allowable disability earnings;
- (b) the date the covered person becomes disabled;
- (c) the date the covered person 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.

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

Dated at _____ This _____ Day of _____ , _____

Trustees of the Professional and Technical Services Industry Insurance Trust Fund
Full or Corporate Name of Policyholder

Witness BY: _____
Signature and Title

The Guardian Life Insurance Company of America

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

GP-1-A-LTD07-MN-IRB

P808.0802

Option A

ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00505626-HC

issued by

The Guardian Life Insurance Company of America

(herein called the Insurance Company)

to

**Trustees of the Professional and Technical Services Industry Insurance Trust Fund
with respect to
MINNEAPOLIS COLLEGE OF ART & DESIGN**

(herein called the Policyholder)

Effective January 1, 2015, this *plan's* group long term disability income insurance provisions are amended to enable a cost living adjustment.

Definitions 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 a covered person's *monthly benefit* each year. This allows a covered person's *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 of the month that follows or coincides with the date the covered person is 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 the covered person's *monthly benefit* after it is adjusted for *disability earnings*. How we do this is shown below.

- (a) Take the covered person's *monthly benefit* for the month before he or she is 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 the covered person's benefit to be more than the maximum *monthly benefit*.

If the CPI-W drops, then the cost of living adjustment reflects the drop. But, the covered person's *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.

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

Dated at _____ This _____ Day of _____ , _____

Trustees of the Professional and Technical Services Industry Insurance Trust Fund
Full or Corporate Name of Policyholder

Witness BY: _____
Signature and Title

The Guardian Life Insurance Company of America

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

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END OF POLICY DOCUMENT

