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-00399266-IC

Policyholder: Trustees of the Business and Management Services Industry Insurance Trust Fund

Participating Employer: TOWN OF CONCORD

Rider Effective Date: December 31, 2004

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 Long Term Disability Income insurance, less than 25% of those employees who are eligible for insurance under this plan are insured; or
- with respect to contributory Voluntary Term Life insurance, less than 35% 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

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

GP-1-ER-90-DEF-4 P130.3108

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

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

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

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

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

GP-1-SI P130.3050

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

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

Class 0002 ALL QUALIFIED RETIREES

GP-1-SI P130.1566

Option Packages Available

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

GP-1-SI P130.1710

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

GP-1-SI P130.1568

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

GP-1-SI P130.1568

Summary of Option Packages

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

GP-1-SI P130.1585

Option A Employee Basic Term Life Insurance in the amount of $5,000.00.

GP-1-SI P130.1586

Employee Optional Term Life.

GP-1-SI P130.3918

Employee Accidental Death and Dismemberment Insurance in the amount of $5,000.00

GP-1-SI P130.1606

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

GP-1-SI P130.2609

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

GP-1-SI P130.3919

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

GP-1-SI P130.5331

Option B Employee Basic Term Life Insurance in the amount of $5,000.00.

GP-1-SI P130.1586

Employee Optional Term Life.

GP-1-SI P130.3918

Employee Accidental Death and Dismemberment Insurance in the amount of $5,000.00

GP-1-SI P130.1606

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

GP-1-SI P130.2609

All Options — Schedule of Benefits

Employee Basic Term Life Insurance

GP-1-SI *P130.1995*

All Options

Basic Term Life Insurance Amount

The Insurance Amount is $5,000.00

GP-1-SI P130.2003

All Options — Schedule of Benefits

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

GP-1-SI *P130.2021*

All Options

Basic AD&D Insurance Amount

Insurance Amount $5,000.00

GP-1-SI P130.1945

All Options — Schedule of Benefits

Optional Contributory Term Life Insurance

GP-1-SI *P130.2034*

All Options

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-R

Option A

Optional Term Life Insurance Amount

Plan A

The employee may elect amounts of optional term life insurance in increments of $5,000.00, but the amount may not be less than $5,000.00 and may not exceed the lesser of (1) $70,000.00; or (2) 1 times his or her annual salary minus $1,000.00.

GP-1-SI P130.2035-R

Option B

Optional Term Life Insurance Amount

Plan A

$5,000.00

GP-1-SI P130.2056-R

All Options

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 $10,000.00, if an employee's scheduled optional term life effective date is after he or she reaches age 65.

GP-1-SI P130.3225

Option B

We require proof before we will insure any employee who was previously declined or would have been considered a late enrollee under a group optional term life insurance plan which this plan replaced.

We require proof before we will insure any employee for an amount greater than the amount for which he or she was insured under the group optional term life insurance plan which this plan replaced.

GP-1-SI P130.4284

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.

All Options

Optional AD&D Enrollment Period

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

GP-1-S1 P130.4636-R

Option A

Voluntary AD&D Insurance Amount

Plan A

The employee may elect amounts of voluntary AD&D insurance in increments of $5,000.00, but the amount may not be less than $5,000.00 and may not exceed the lesser of (1) $70,000.00; or (2) 1 times his or her annual salary minus $1,000.00.

GP-1-SI P130.2257-R

Option B

Voluntary AD&D Insurance Amount

Plan A $5,000.00

GP-1-SI P130.2279-R

All Options

Proof of Insurability Requirements

Proof of insurability requirements apply to the voluntary AD&D 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 P130.2467

Option A

We require proof before we will insure any employee who enrolls for voluntary AD&D insurance after the time allowed for enrolling as specified in this plan.

GP-1-SI P130.4234

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 $5,000.00

GP-1-SI P130.2508

Optional Dependent Child Insurance Amount

Plan A

Child's Age At Death	**Benefit Amount**
At least 14 days but less than 6 months	$ 400.00
At least 6 months but less than 23 years	$ 2,000.00
At least 23 years but less than 25 years if a full-time student	$ 2,000.00

GP-1-SI P130.2883-R

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

Option A

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

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

Plan A

Elimination Period

For disability due to injury . . . . . 90 days

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

Maximum Payment Period

See the following table:

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

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

Age When Disability Starts	Maximum Payment Period
Age 60	5.00 years
Age 61	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

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

Option A

Benefit Percent 55%

GP-1-SI P130.5406

Option A

Plan A

Maximum Monthly Benefit $6,000.00

GP-1-SI P130.5407

Option A

Survivor Benefit Three times the last monthly benefit after it is reduced for income earned during disability you received.

GP-1-SI P130.4014

Option A

Earnings Definition *Insured earnings* means a covered person's rate of monthly earnings excluding bonuses, commissions, expense accounts, and any other extra compensation. If a covered person is paid hourly, we calculate monthly earnings based on actual hours worked or billed in the previous two months. We do not include pay for hours worked or billed over 40 per week. *Insured earnings* includes the covered person's contributions deposited into a cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section 401(k), 403(b) or 457. Earnings based on excluded income and *employer* contributions deposited into such 401(k), 403(b) or 457 plan are excluded.

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

GP-1-SI P130.4463

Option A

Redetermination This plan redetermines *insured earnings* for each covered person on November 1st . As of this *plan's* redetermination date, we use a covered person's *insured earnings* on record with us to: (a) set rates; (b) project benefit amounts and limits; and (c) calculate premium payable under this *plan*. However, the covered person must be *actively-at-work* on a full-time basis on that date. If he or she is not, we do not do this until the date he or she returns to *active work* on a full-time basis. But, changes in earnings will not apply to a *recurring disability*.

GP-1-SI P130.4282

Option A

Changes in Insurance Amounts

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

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

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

GP-1-SI P130.7391

Option B

Changes in Insurance Amounts

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

- With respect to a covered full-time Employee not actively at work , such increase shall become effective on the day on which he returns to active work on a full-time basis (or on the day on which his benefit period terminates, whichever is later).
- With respect to a covered part-time Employee not actively at work, such increase shall become effective on the day on which he returns to active work on a part-time basis (or on the day on which his benefit period terminates, whichever is later).
- With respect to a covered Qualified Retiree confined to a hospital, such

Effective Dates for Changes to Insurance (Cont.)

increase shall become effective on the day on which he is discharged from the hospital (or on the day on which his benefit period terminates, whichever is later).

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

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

In no event shall the insurance on a Qualified Retiree who is confined to the hospital be increased or decreased prior to the day he is discharged from the hospital.

GP-1-SI P130.7394

All Options

Changes in Insurance Classification

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

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

GP-1-SI P130.7395

Schedule of Premium Rates

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

GP-1-SI P130.9260

All Options — Premium Rates

Employee Basic Term Life Insurance

GP-1-SI *P130.2823*

All Options All Classes

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

Rate per Employee

$ .94

GP-1-SI P130.2838

All Options — Premium Rates

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

GP-1-SI *P130.2824*

All Options All Classes

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

Rate per Employee

$ .02

GP-1-SI P130.2842

All Options — Premium Rates

Employee Optional Contributory Term Life Insurance

GP-1-SI *P130.2825*

All Options All Classes

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

Rate per Employee

$ .95

GP-1-SI P130.2846

All Options — Premium Rates

Employee Voluntary Accidental Death and Dismemberment Insurance

GP-1-SI *P130.2826*

All Options All Classes

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

Premium Rates

Employee Voluntary Accidental Death and Dismemberment Insurance (Cont.)

Rate per Employee

$ .02

GP-1-SI P130.2850

Option A Premium Rates

Dependent Spouse and Child Optional Term Life Insurance

GP-1-SI *P130.2828-R*

Option A Class 0001

Rate per Dependent Unit

$ 4.20

GP-1-SI P130.2877-R

Option A Premium Rates

Employee Long Term Disability Income Insurance

GP-1-SI *P130.2831-R*

Plan ID A Class 0001

The following set of rates represents the rate per $100.00 of monthly benefit.

Rate per Employee

$ .67

GP-1-SI P130.5490

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-R

All Options

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

GP-1-SI P130.0508

All Options

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

Dated at Bethlehem, PA This 26th Day of April , 2012

The Guardian Life Insurance Company of America

Stuart J Shaw

Vice President, Risk Mgt. & Chief Actuary

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

All Options

Trustees. The term "trustees" shall mean BankNewport.

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

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

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

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

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

(1) If his employment terminates.

(2) If he ceases to be a member of the classes of employees eligible for the insurance.

(3) If this Policy terminates.

(4) If this Policy is discontinued with respect to the Employees of his Participating Employer.

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

Schedule of Insurance and Premium Rates:

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

All Options

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

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

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

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

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

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

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

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

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

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

All Options

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

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

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

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

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

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

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

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

All statements shall be deemed representations and not warranties.

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

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

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.

All Options

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

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

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

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

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

(1) With respect to Group Term Life Insurance (Including Employee Basic Term Life Insurance and Employee Supplemental Term Life Insurance if provided under the Policy), the Insured Employee may, subject to the following conditions, assign all rights or interest of every kind which he now has, or hereafter may acquire, in such insurance, including, but not limited to, those stated under the applicable provisions in this Policy entitled "BENEFICIARY", "CONVERSION PRIVILEGE" and "OPTIONAL MODES OF SETTLEMENT", provided (a) such assignment be irrevocable and absolute in form, for no value, with the Insured Employee retaining no further interest in such insurance; and (b) the assignment be made to only ONE of the following: the spouse, child or grandchild, parent or grandparent, brother or sister of the Insured Employee, or the trustee of a trust established for the benefit of one or more of these.

(2) With respect to Accident and Health Insurance, neither the Insured Employee's certificate nor the right to insurance benefits hereunder is assignable, except that the benefits, if any, payable for hospital, surgical or medical expense may be assigned to the institution or person providing the service on account of which such benefits become payable.

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

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

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

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

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.

All Options

ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00399266-IC

issued by

The Guardian Life Insurance Company of America

to

Trustees of the Business and Management Services Industry Insurance Trust Fund
with respect to
TOWN OF CONCORD

As of December 31, 2004, 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.

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.

All Options

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

All Options

The Contract

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

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

We can amend this Policy or an Employer Rider:

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

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

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

No person, except by a writing signed by the President, a Vice President or a Secretary of The Guardian, has the authority to act for us to: (a) determine whether any contract, Policy or certificate of insurance is to be issued; (b) waive or alter any provisions of any insurance contract or Policy, or any requirements of The Guardian; (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.

All Options

Assignment

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

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

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

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

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

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

All Options

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.

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.

All Options

Examination and Autopsy

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

(3) As used in this rider:

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

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

"Policy" means the master group policy of insurance.

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

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

Dated at _____ This _____ Day of _____ , ____

Trustees of the Business and Management Services Industry Insurance Trust Fund
Full or Corporate Name of Policyholder

_____ BY: _____
Witness Signature and Title

The Guardian Life Insurance Company of America

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

All Options

CONTINUATION RIGHTS

An employee's right to continue his coverage under this plan is governed as follows.

When Employees Can Continue

If An Employee Leaves The Group: An employee who leaves the group covered by this plan will remain insured for all group benefits provided by this plan, except for group term life insurance, until the earlier of:

- the end of a 31 day period which starts on the day the employee's group benefits would otherwise end; or
- the date he becomes eligible for similar benefits.

All Options

ELIGIBILITY FOR LIFE AND DISMEMBERMENT COVERAGES

P264.0017

All Options

EMPLOYEE COVERAGE

Eligible Employees

Subject to the Conditions of Eligibility set forth below, and to all of the other conditions of the plan, all of your employees who are in an eligible class will be eligible if: (a) they are active full-time employees; or (b) qualified retirees.

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

Conditions of Eligibility

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

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

All Options

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

GP-1-EC-90-2.0 P264.0992

All Options

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

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

GP-1-EC-90-3.0 P264.0066

All Options

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

All Options

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

GP-1-EC-90-5.0 P180.0328

All Options of All Classes

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 full-time 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 within 31 days of his or her eligibility date. If he or she does this on or before the eligibility date, his or her coverage is scheduled to start on his or her eligibility date. If he or she does this within 31 days after his or her eligibility date, his or her coverage is scheduled to start on the date he or she signs his or her enrollment form. 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 P264.0391

All Options

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

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

GP-1-DEF-97 P270.0365

All Options for All Classes

When Employee Coverage Ends

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

- the last day of the month in which an employee's active full-time service ends due to disability, retirement (except for qualified retirees), layoff, leave of absence or the end of employment. For qualified retirees, Optional Life coverage ends at age 75.
- the date an employee dies.
- the date the group plan ends, or is discontinued for a class of employees to which the employee belongs; or
- the day prior to the last premium due date for which required payments are made for the employee.
- the last day of the month in which an employee stops being an eligible employee under this plan for any reason not named above.

Also, an employee may have the right to continue certain group benefits for a limited time after his or her coverage would otherwise end. 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 P264.0036-R

All Options for All Classes

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

- If an employee's active service ends because he is disabled you may continue his insurance subject to all of the terms of this plan.
- If an employee's active service ends because he goes on a leave of absence or is laid off, you may continue his insurance for the rest of the policy month in which the leave or layoff starts, plus 01 more full policy month(s). However, if the employee joins any armed force before this period ends, you may continue his insurance until the date he becomes a member of such armed force.
- If you continue an employee's benefits under this plan as set forth above, it must be based on a plan which prevents individual selection by you.
- And, any such continuation is subject to the payment of premiums, and to all of the other terms and conditions of this plan.
- The amount of an employee's insurance during any such continuation will be the amount in force on his last day of active service, subject to any reductions that would have otherwise applied if he had remained an active employee.

GP-1-EC-90-7.0 P264.0021

All Options

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

Important Notice: This section may not apply to 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

All Options

Definitions

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

Option A

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

GP-1-EC-90-DEF-2 P264.0018

All Options

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

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

All Classes

Full-time means the employee regularly works at least the number of hours in the normal work week set by the employer (but not less than 20 hours per week), at his employer's place of business.

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

All Options

Plan means the Guardian group plan purchased by the employer.

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

All Options

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

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

All Options

Qualified Retiree means an employee who has worked at least 10 years for the employer and retires at age 55 or older.

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

All Options

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

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

All Options

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

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

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 23 and his or her unmarried dependent children, from age 23 until they reach age 25, who are enrolled as full-time students at accredited schools.

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

Option A

Adopted Children and Step-Children: An employee's "unmarried dependent children" include his or her legally adopted children and, if they depend on the employee for most of their support and maintenance, his or her step-children. We treat a child as legally adopted from the time the child is placed in the employee's home for the purpose of adoption. We treat such a child this way whether or not a final adoption order is ever issued.

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

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

Option A

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

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

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

GP-1-DEP-90-5.0 P200.0319

Option A for Class 0001

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

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

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

GP-1-DEP-90-7.0 P200.0707

Option A for Class 0001

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

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

An individual dependent's coverage ends when he stops being an eligible dependent. This happens to a child at 12:01 a.m. on the date the child attains this plan's age limit, when he marries, or when a step-child is no longer dependent on the employee for support and maintenance. It happens to a spouse when a marriage ends in legal divorce or annulment, and with respect to optional life coverage, it happens at 12:01 a.m. on the date the spouse reaches age 75.

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

GP-1-DEP-90-9.0 P200.0812-R

Option A

Definitions

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

Option A

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

GP-1-DEP-90-DEF-2 P200.0211

Option A

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

GP-1-DEP-90-DEF-3 P200.0212

Option A

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

GP-1-DEP-90-DEF-4 P200.0213

Option A

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

GP-1-DEP-90-DEF-8 P200.0217

Option A

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

GP-1-DEP-90-DEF-9 P200.0218

Option A

Plan means the Guardian group plan purchased by the employer.

GP-1-DEP-90-DEF-11 P264.0065

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

All Options

Employee Group Term Life Insurance

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

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

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

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

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

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

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

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

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

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

GP-1-R-LB-90 P270.0119

All Options

Employee Optional Group Term Life Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Option A

Portability Privilege

Applicability: This provision applies only to this plan's employee and dependent Optional group term life insurance. It does not apply to supplemental life insurance, if any is included in this plan. And it does not apply to Accidental Death and Dismemberment Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GP-1-R-LP-00 P273.0735

Option B

Portability Privilege

Applicability: This provision applies only to this plan's employee Optional group term life insurance. It does not apply to supplemental life insurance, if any is included in this plan. And it does not apply to Accidental Death and Dismemberment Insurance.

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

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

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

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

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

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

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

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

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

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

GP-1-R-LP-00 P273.0737

All Options

Information About Conversion and Portability

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

All Options

THE FOLLOWING PROVISION APPLIES TO EMPLOYEE BASIC TERM LIFE INSURANCE:

All Options

Converting This Group Term Life Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

GP-1-R-LCONV-99 P275.0054

All Options

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

All Options

Converting This Group Term Life Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

GP-1-R-LCONV-99 P275.0054

All Options

Employee Accelerated Life Benefit

IMPORTANT NOTICE: USE OF THE BENEFIT PROVIDED BY THIS SECTION MAY HAVE TAX IMPLICATIONS AND MAY AFFECT GOVERNMENT BENEFITS OR CREDITORS. THE EMPLOYEE SHOULD CONSULT WITH HIS OR HER TAX OR FINANCIAL ADVISOR BEFORE APPLYING FOR THIS BENEFIT.

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

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

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

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

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

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

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

Maximum Benefit Amount: The amount of the Accelerated Life Benefit for which the employee may apply is based on the amount of such employee's group term life insurance for which he or she is insured on the day before he or she applies for the benefit. The minimum benefit amount is the lesser of: (a) $10,000.00; or (b) 50% of the inforce amount. The maximum benefit amount is the lesser of: (a) $100,000.00; or (b) 50% of the inforce amount.

Discount: The amount for which the employee applies is discounted to the present value in six months from the date the benefit is paid, based on the maximum adjustable policy loan interest rate permitted in the state in which the employer is located.

A detailed statement of the method of computing the amount of the Accelerated Life Benefit is filed with each state insurance department. This statement is available from The Guardian upon request.

Processing Fee: A fee of up to $150.00 may also be required for the administrative cost of evaluating and processing an employee's Accelerated Life Benefit. This fee is deducted from the amount of the Accelerated Life Benefit paid to the employee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All Options

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.

All Options

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

(a) the date he or she is no longer disabled;

(b) the date we ask an employee to be examined by our doctor, and he or she refuses;

(c) the date the employee does not give us the proof of disability we require;

(d) the date the employee is no longer receiving regular doctor's care appropriate to the cause of disability; or

(e) the day before the date the employee reaches age 65.

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

If an Employee Dies While Covered By This Extension: If an employee dies while covered by this extension we'll pay his or her beneficiary the amount for which he or she was covered as of his or her last day of active full-time work, subject to all reductions which would have applied had he or she stayed an active employee. The benefit amount is also subject to reduction which applies at retirement. We will use the employee's Social Security Normal Retirement Age, as defined in the 1983 amendment to the Social Security Act, to determine when to apply the retirement reduction to a disabled employee's extended life benefit.

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

(a) written proof of the employee's death, that is acceptable to us; and

(b) medical proof that the employee was continuously disabled until his or her death. This must be sent within one year of the employee's death.

GP-1-R-LW-TD-99-2 P275.0060

All Options

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 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.

All Options

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

(a) the date he or she is no longer disabled;

(b) the date we ask an employee to be examined by our doctor, and he or she refuses;

(c) the date the employee does not give us the proof of disability we require;

(d) the date the employee is no longer receiving regular doctor's care appropriate to the cause of disability; or

(e) the day before the date the employee reaches age 65.

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

If an Employee Dies While Covered By This Extension: If an employee dies while covered by this extension we'll pay his or her beneficiary the amount for which he or she was covered as of his or her last day of active full-time work, subject to all reductions which would have applied had he or she stayed an active employee. The benefit amount is also subject to reduction which applies at retirement. We will use the employee's Social Security Normal Retirement Age, as defined in the 1983 amendment to the Social Security Act, to determine when to apply the retirement reduction to a disabled employee's extended life benefit.

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

(a) written proof of the employee's death, that is acceptable to us; and

(b) medical proof that the employee was continuously disabled until his or her death. This must be sent within one year of the employee's death.

All Options

COMPUTATION OF GROUP LIFE INSURANCE PREMIUMS

Definitions:

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

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

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

How Group Life Rates Are Computed:

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

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

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

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

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

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

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

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

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

Upon request we will furnish rates for ages not shown.

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

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

GP-1-R-LRMP-86-1 P270.0023

Option A

Dependent Spouse and Child Optional Term Life Insurance

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

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

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

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

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

GP-1-R-DOPT-96 P293.0324

Option A

Converting This Dependent Term Life Insurance

If the Employee's Group Life Insurance Ends or He Stops Being Eligible: Dependent term life insurance ends for all of an employee's dependents when his group life insurance ends. The employee's insurance ends when: (a) his active full-time employment ends; (b) he stops being a member of a class of employees eligible for employee group life insurance; (c) his group life insurance is extended under the Extended Life Benefit provision; or (d) he 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 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 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; and (b) the amount of his insurance under this plan less any group life benefits he becomes eligible for in the 31 days after this insurance ends.

If a Dependent Stops Being Eligible: A dependent's term life insurance ends when he stops being an eligible dependent. This happens to a child when he reaches the limiting age shown in the schedule or when he marries. And it happens to a spouse when a marriage ends in legal divorce or annulment. If a dependent stops being eligible, that dependent can convert all or part of his 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 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 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 has 31 days after his group insurance ends to do this. We won't ask for proof that he's insurable.

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

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

All Options

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 90 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.

All Options

Exclusions: We won't pay for any loss caused:

- 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 war or act of war, except loss of life which occurs while the employee is not actively serving in the military. War includes, but is not limited to, declared war, and armed aggression by one or more countries resisted on orders of any other country, combination of countries or international organization. Act of war means any act peculiar to military, naval or air operations in time of war. Military includes persons serving on active, Reserve and Guard duty.
- while the employee is in the military. Military includes persons serving on active, Reserve and Guard duty.
- while the employee is a driver in a motor vehicle accident, if he or she does not hold a current and valid driver's license.
- by the employee's legal intoxication; this includes, but is not limited to, the employee's operation of a motor vehicle.
- 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.

All Options

Employee Voluntary Accidental Death And Dismemberment Benefits

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

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

The Benefit: We'll pay the benefits described below if an employee suffers an irreversible covered loss due to an accident that occurs while he or she is insured. The loss must be a direct result of the accident, independent of all other causes. And, it must occur within 90 days of the date of the accident.

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

ACCIDENTAL DEATH AND DISMEMBERMENT

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

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

Loss of:

(a) a hand or foot means it is completely cut off at or above the wrist or ankle.

(b) sight means the total and permanent loss of sight.

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

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

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

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

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

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

All Options

Exclusions: We won't pay for any loss caused:

- 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 war or act of war, except loss of life which occurs while the employee is not actively serving in the military. War includes, but is not limited to, declared war, and armed aggression by one or more countries resisted on orders of any other country, combination of countries or international organization. Act of war means any act peculiar to military, naval or air operations in time of war. Military includes persons serving on active, Reserve and Guard duty.
- while the employee is in the military. Military includes persons serving on active, Reserve and Guard duty.
- while the employee is a driver in a motor vehicle accident, if he or she does not hold a current and valid driver's license.
- by the employee's legal intoxication; this includes, but is not limited to, the employee's operation of a motor vehicle.
- 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.

Option A

ELIGIBILITY FOR DISABILITY INCOME REPLACEMENT COVERAGE

P329.0002

Option A

EMPLOYEE COVERAGE

Eligible Employees

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

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

Conditions of Eligibility

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

(a) legally working in the United States.

(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.

Note: An employee working outside the United States 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.

GP-1-EC-90-1.0 P329.0113

Option A

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

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

GP-1-EC-90-3.0 P264.0066

Option A

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

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

Option A

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

GP-1-EC-90-5.0 P180.0328

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

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

GP-1-EC-90-6.0 P329.0105

Option A

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

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

GP-1-DEF-97 P329.0048

Option A for Class 0001

When Employee Coverage Ends

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

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

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

GP-1-EC-90-8.0 P329.0109

Option A

An Employee's Right To Continue Group Long Term Disability 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: Long term disability coverage may be continued at your option. The employee must contact you to find out if he or she may continue coverage.

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

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

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

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

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

- **Active Duty:** This term means duty under a call or order to active duty in the Armed Forces of the United States.

- **Contingency Operation:** This term means a military operation that: (a) is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or (b) results in the call or order to, or retention on, active duty of members of the uniformed services under any provision of law during a war or during a national emergency declared by the President or Congress.

- **Covered Servicemember:** This term means a member of the Armed Forces, including a member of the National Guard or Reserves, who for a serious injury or illness: (a), is undergoing medical treatment, recuperation, or therapy; (b) is otherwise in outpatient status; or (c) is otherwise on the temporary disability retired list.

- **Next Of Kin:** This term means the nearest blood relative of the employee.

- **Outpatient Status:** This term means, with respect to a covered servicemember, that he or she is assigned to: (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

- **Serious Injury Or Illness:** This term means, in the case of a covered servicemember, an injury or illness incurred by him or her in line of duty on active duty in the Armed Forces that may render him or her medically unfit to perform the duties of his or her office, grade, rank, or rating,

GP-1-EC-90-7.0 P329.0853

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

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

Option A

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

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

Option A

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

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

Option A

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

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

Option A

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

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

Option A

LONG TERM DISABILITY INCOME INSURANCE

This insurance replaces part of a covered person's income if he or she becomes disabled due to sickness or injury.

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

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

Provision of Coverage

Efficient management of the *plan* requires the joint efforts of the *plan sponsor,* Guardian, and each covered person. Each party has certain duties to bring about the effective administration of this *plan.*

Duties of the Plan Sponsor: The *plan sponsor's* primary duties under this *plan* are listed below.

(a) Give us prompt, written notice of any change in business of the *plan sponsor* and *employer.* This includes, but is not limited to: (i) the type of business; (ii) addition or deletion of an associated company; or (iii) financial status due to bankruptcy; merger; acquisition; or dissolution.

(b) Give us pertinent records for all covered persons. This includes, but is not limited to: (i) hire dates; (ii) eligibility dates; (iii) earnings; (iv) occupations; and (v) birth dates. Changes in earnings must be reported to us on a current basis, on this *plan's* Redetermination date. We use the earnings on record with us as of the Redetermination date immediately prior to a covered person's date of disability to determine benefit amounts and limits under this *plan.* Updates to all other records must be reported as changes occur.

(c) In order to start case management, give us prompt notice of a covered person's *disability.* This notice should be given as soon as possible after the date of *injury* or start of *sickness.* The most effective time for such notice is when the covered person has not been able to perform *active work* for 30 days.

(d) In order to support case management, give us occupational data for all *disabled* covered persons. This includes, but is not limited to: (i) job descriptions and analyses; and (ii) environmental factors.

Duties of Covered Persons: A covered person's primary duties under this *plan* are listed below.

(a) Give notice of claim as soon as possible after the date of his or her *injury* or the start of his or her *sickness.* Prompt notice will permit us to start case management. See the "Rehabilitation and Case Management" section of this *plan* for details.

(b) Give a complete account of the details of his or her *sickness* or *injury.* This will include: (i) the cause of his or her *disability,* if known; (ii) a description of his or her *sickness* or the accident that caused his or her *injury;* and (iii) a list of all *doctors,* hospitals, or other facilities where he or she has been treated for the cause of his or her *disability.*

(c) Allow release of medical and/or income data needed to assess his or her claim.

(d) Give periodic medical updates as required by this *plan.*

(e) Take part in any medical, financial or vocational assessment as required by this *plan.*

(f) Apply for other income benefits to which he or she may be entitled.

(g) Promptly report to us the receipt or denial of such other income benefits. And, appeal any denials to the extent possible.

(h) Promptly report to us changes in his or her personal status. This includes: (i) change of address or phone number; (ii) changes in how his or her *disability* affects his or her daily living; and (iii) changes in his or her level of social, volunteer or business activities.

(i) If we overpay benefits, promptly report and repay any amount overpaid.

(j) If he or she is working while *disabled,* promptly report to us the amount of his or her income from such work.

(k) Give us proof of his or her earnings for the period prior to his or her *disability* and while he or she is *disabled.*

Our Duties: Our primary duties under this *plan* are listed below.

(a) Decide if a covered person is eligible for this coverage.

(b) Decide if a covered person meets the requirements for benefits to be paid by this *plan.*

(c) Decide what benefits are to be paid by this *plan.*

(d) Interpret how this *plan* is to be administered.

(e) Pay income replacement benefits to *disabled* covered persons who meet all *plan* requirements.

(f) Assess claims of all *disabled* covered persons to decide the merit of providing vocational rehabilitation and Social Security assistance services.

(g) Provide the *plan sponsor* with information on the Americans with Disabilities Act of 1992 and return to work assistance programs.

(h) Provide case management as described in this *plan.*

(i) Provide W-2 reporting and FICA match services.

Option A

Claim Provisions

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." Notice must include:

(a) his or her full name; phone number; social security number, and group number;

(b) the date of his or her last day worked; the number of hours he or she worked; and his or her job title;

(c) his or her *employer* contact and phone number;

(d) a statement of the nature of his or her *disability;* and whether or not it is work-related;

(e) his or her *doctor's* name, address and phone number.

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 *plan sponsor,* 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.

We require the items listed below as proof of loss:

(a) Medical evidence in support of the limits on the covered person's ability to perform his or her *own occupation,* starting on the date he or she first became *disabled.* This proof is required from all *doctors* who have treated the covered person for the cause of his or her *disability.*

After the *own occupation* period, medical evidence in support of the limits on the covered person's ability to perform any *gainful work.*

(b) Proof that the covered person has applied for all other sources of income to which he or she may be

entitled, that may affect his or her payment from this *plan.*

(c) Proof of receipt of other income that may affect the covered person's payment from this *plan.*

(d) The covered person's signed authorization for release of medical and/or financial data by the sources of such data.

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

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

Option A

To Qualify for Payments

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 be: (i) under a *doctor's regular care* for the cause of his or her *disability,* starting from the date he or she was first *disabled;* and (ii) receiving medical care appropriate to the cause of his or her *disability* and any other *sickness* or *injury* which exists during his or her *disability.*

(c) He or she must send us written documentation of: (i) medical evidence in support of the limits causing his or her *disability;* (ii) his or her monthly earnings prior to the start of his or her *disability;* and (iii) any earnings from work while he or she is *disabled.*

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

Waiver of Premium: Premiums for this insurance for a covered person are waived while he or she is entitled to receive a payment from this *plan.*

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

The covered person must give proof that satisfies us as to the items listed below:

(a) medical evidence in support of the limits causing his or her continued *disability;*

(b) continued *regular care* by a *doctor* that is appropriate for the cause of his or her *disability* and any other *sickness* or *injury* which exists during his or her *disability;*

(c) earnings from work while he or she is *disabled;* and

(d) any other income that he or she is entitled to receive.

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

The covered person must permit such assessments and give us such items within 90 days of the date we make each such request. If he or she does not, we have the right to suspend or stop his or her payments under this *plan.*

Right to Request Medical, Financial or Vocational Assessment: We may ask a covered person to take part in a medical, financial or vocational assessment as often as we feel is reasonably necessary. We will pay for all such assessments. If he or she does not take part in the assessment, we have the right to stop or suspend his or her payments under this *plan.*

GP-1-LTD2K01-2.0 P380.0329

Option A

Payment of Benefits: We pay benefits to a 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.

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

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.

GP-1-LTD2K-2.1 P380.0018

Option A

When Benefits End

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

(a) The date he or she is no longer *disabled.*

(b) The date he or she earns, or is able to earn, the maximum earnings allowed while *disabled* under this *plan.*

(c) 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 that an employer is willing to provide.

(d) 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 that an employer is willing to provide.

(e) The date he or she no longer resides in the United States.

(f) The date he or she dies.

(g) The end of the *maximum payment period.*

(h) The date he or she fails to give us required current proof of loss. This includes taking part in any medical, financial or vocational assessment we may require.

(i) The date he or she is no longer under the *regular care* of a *doctor.*

(j) The date payments end in accord with a *rehabilitation agreement.*

(k) The date he or she refuses to take part in a *rehabilitation program.*

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

GP-1-LTD2K-3.0 P380.0022

Option A

Plan A

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 the nature of the covered person's *disability.* See "Special Limitations."

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

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

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

Age When Disability Starts	Maximum Payment Period
Age 60	5.00 years
Age 61	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

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

Option A

Special Limitations: We limit the *maximum payment period,* if the covered person is *disabled* due to a condition listed below.

The *maximum payment period* for all such periods of *disability* is 24 months. This is a combined maximum for all such conditions and all periods of *disability.* We limit the *maximum payment period* for *disabilities* caused or contributed to by the following conditions:

- *Mental or emotional conditions*
- Drug or alcohol abuse

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

- Schizophrenia
- Dementia
- Organic brain syndromes
- Amnesia syndromes
- Organic delusional or hallucinogenic syndromes

No benefits will be paid for *disability* due to a *mental or emotional condition* 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.*

If This Plan Ends: This insurance ends when the group plan ends. It also ends when this insurance is dropped from the group plan for all insureds, or for the covered person's class. If the covered person is *disabled* when this insurance ends, we will treat him or her as if his or her insurance did not end. But, his or her benefit will be based on all of the terms of this *plan.*

Option A

Plan A

To Determine a Covered Person's Benefit

A covered person's benefit is determined by the plan of benefits and his or her *insured earnings* in effect on the date his or her *disability* starts.

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

Determining a Covered Person's Monthly Benefit: A covered person's *monthly benefit* is determined as shown below.

(a) Multiply his or her *insured earnings* by 55%. Round this amount to the nearest dollar.

(b) If the amount determined above is less than this *plan's maximum monthly benefit,* that amount is his or her *gross monthly benefit.*

If the amount determined above is equal to or more than this *plan's maximum monthly benefit,* his or her *gross monthly benefit* is equal to the *maximum monthly benefit.*

(c) From his or her *gross monthly benefit,* subtract the amount of any income listed in "Income We Integrate With" that he or she receives or is entitled to receive. The result is his or her *monthly benefit.*

The amount of a covered person's *gross monthly benefit* may be limited if:

(a) he or she has not provided any proof of insurability required by this *plan;*

(b) we have not given the covered person written approval of such proof; or

(c) the *plan sponsor* has not updated the amount of the covered person's *insured earnings* to reflect his or her then current *insured earnings* on the most recent reporting date prior to the start of his or her *disability.*

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

GP-1-LTD2K-4.0 P380.1831

Option A

Redetermination: This plan redetermines *insured earnings* for each covered person on November 1st . Each November 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.*

GP-1-LTD2K01-4.2 P380.0337

Option A

Income We Integrate With: A covered person may receive, or be entitled to receive, income shown in the list below. We will integrate his or her *gross monthly benefit* with such income to determine his or her *monthly benefit* from this *plan.*

- Commissions received, due to be received, or paid after *disability* benefits start. This includes vested and nonvested renewal commissions.
- 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.
- Income from a sick leave or salary continuance plan. This applies whether such plan is sponsored on a formal or informal basis. This includes lump sum or recurrent payments of accrued sick leave benefits.
- Benefits as shown below from: (1) the United States Social Security Act; (2) the Railroad Retirement Act; or (3) any other like U.S. or Canadian plan or act.

  (a) All disability benefits for which: (i) the covered person is qualified; and (ii) his or her spouse and children are qualified due to the covered person's *disability;*

  (b) All unreduced retirement benefits for which: (i) the covered person is qualified; and (ii) his or her

spouse and children are qualified due to the covered person's qualification; 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 will integrate the covered person's *gross monthly benefit* with such benefits to which his or her spouse and children are entitled due to the covered person's receipt of, or qualification 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.

- *Retirement plan retirement benefits* funded for the covered person's benefit by: (1) the *plan sponsor;* or (2) the *employer.*
- *Retirement plan disability benefits.*
- *Retirement benefits* or *retirement plan disability benefits,* due to the covered person's *disability,* from any *government plan* other than those shown above.
- Benefits from: (1) a Workers' Compensation law; (2) an occupational disease law; or (3) any other act or law of like intent. This includes: (a) the Jones' Act; (b) the Longshoreman's and Harbor Workers' Compensation Act; or (c) any Maritime doctrine of Maintenance, Wages or Cure.
- Disability benefits from any third party when the covered person's *disability* is the result of the negligence or intentional tort liability of that third party.
- Payment from the covered person's *employer* as part of a termination agreement.

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

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

Option A

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 *maximum payment period.*

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

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

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

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

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

GP-1-LTD2K-4.4 P380.0065

Option A

Minimum Payment: The minimum monthly payment for *disability* under this *plan* is $100.00.

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

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

GP-1-LTD2K-4.5 P380.0067

Option A

If a Covered Person Works While Disabled

Income Earned During Disability: Subject to the other terms of this *plan,* if a covered person is working to his or *maximum capacity, income earned during disability* is treated as shown below while this *plan* pays benefits. In all cases, the covered person's *insured earnings* are adjusted each year by an indexing factor. See the "Indexing" section of this *plan* for how this is done.

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

GP-1-LTD2K01-5.0 P380.0342

Option A

Part-Time Earnings Capacity: If a covered person is able to work *part-time* while *disabled,* but is not working to his or her *maximum capacity,* we adjust the *monthly benefit* as follows.

During the *own occupation* period, we reduce the covered person's *monthly benefit* by 50% of the income he or she would currently be able to earn, if working to his or her *maximum capacity,* in his or her *own occupation.* After the *own occupation* period, we reduce the covered person's *monthly benefit* by 50% of the income he or she would currently be able to earn, if working to his or her *maximum capacity,* in any *gainful occupation.*

Maximum Income Earned During Disability: 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 *income earned during disability* is more than 80% of his or her *insured earnings,* payments from this *plan* will end. Payments from this *plan* will also end if he or she is able to earn more than 80% of his or her *insured earnings.*

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

GP-1-LTD2K01-5.1 P380.0420

Option A

Indexing: If a covered person returns to work while *disabled,* we adjust his or her *insured earnings* each year. We do this by means of an indexing factor. 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,* or any other benefit under this *plan.*

We make the first indexing adjustment after the covered person: (a) has returned to work; and (b) has received 12 monthly payments in a row from 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 percentage change in the *CPI-W* for the prior calendar year.

GP-1-LTD2K-5.2 P380.0076

Option A

Recurring Disability

A covered person's benefits from this *plan* will end because he or she ceases to be *disabled.* In this case, a later *disability* may be treated as a *recurring disability.* The terms listed below must be met:

(a) The covered person returns to *active work* right after his or her benefits end;

(b) The covered person's *disability* recurs less than six months after he or she was last entitled to benefits;

(c) The covered person's later *disability* is due to the same cause of, or a cause related to the cause of, his or her earlier *disability;*

(d) This *plan* does not end during the covered person's return to *active work;*

(e) The covered person does 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 stays insured by this *plan* and premium payments are made on his or her behalf; and

(g) The covered person's benefits do not end because he or she has used up the *maximum payment period.*

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

If the later *disability* is a *recurring disability,* the covered person will not need to complete a new *elimination period* before becoming entitled to benefits. His or her claim for *recurring disability* will be subject to the same terms of the *plan* as his or her earlier *disability.*

GP-1-LTD2K-6.0 P380.0078

Option A

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

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

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

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

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

Option A

Services Available

Social Security Assistance: We may feel a covered person is qualified for Social Security disability benefits. If so, we may offer to help him or her apply for them. If such benefits are under review by Social Security, we may also offer to help him or her keep them.

We may offer to help:

(a) Fill out the covered person's application for such benefits, and any related forms;

(b) Find suitable legal counsel; and

(c) Give medical and vocational data needed to file the covered person's claim.

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: Case management starts when we are notified of a covered person's *disability.*

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;

(f) child care expense aid; and

(g) aid in worksite alteration made to comply with the Americans with Disabilities Act. This includes a one-time payment of up to $2,500.00.

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.

Option A

Pre-Existing Conditions

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

(a) receives advice or treatment from a *doctor;*

(b) takes prescribed drugs; or

(c) receives other medical care or treatment, including consultation with a *doctor.*

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

The "look back period" is the 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.*

A pregnancy that exists on the date the covered person's insurance under this *plan* starts is also a pre-existing condition.

No benefits are payable for *disability* due to 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.

The covered person may become *disabled* due to a pre-existing condition after: (a) a change which provides for an increase in the benefits payable by this *plan;* or (b) a change in 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. This limit does not apply if his or her *disability* starts after the covered person 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.*

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.

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

But, we limit the *maximum monthly benefit* under this *plan* if: (a) it is more than the old plan's maximum; (b) the covered person 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 an amount equal to the old plan's maximum.

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

GP-1-LTD2K-9.1 P380.0095

Option A

Not Covered

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

(a) declared or undeclared war, act of war, or armed aggression;

(b) service in the armed forces, National Guard, or military reserves of any state or country;

(c) a covered person's taking part in a riot or civil disorder;

(d) a covered person's commission of, or attempt to commit a crime; or

(e) intentional self-inflicted injuries.

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

(1) during which the covered person is confined to a facility as a result of his or her conviction of a crime;

(2) during which the covered person is not receiving *regular care by a doctor;*

(3) during which the covered person is not receiving medical care appropriate to the cause of his or her *disability* and any other *sickness* or *injury* which exists during his or her *disability;*

(4) which starts before the covered person is insured by this *plan;* or

(5) during which the covered person's loss of earnings is not solely due to his or her *disability.*

GP-1-LTD2K-10.0 P380.0096

Option A

Definitions

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

GP-1-LTD2K-12.0 P380.0101

Option A

Disability or Disabled: These terms mean a covered person has physical, mental or emotional limits caused by a current *sickness* or *injury.* And, due to these limits, he or she is not able to perform the major duties of his or her *own occupation* or any *gainful work* as shown below:

(1) During the *elimination period* and the *own occupation* period, he or she is 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, he or she is 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 *income earned during disability.*

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.

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

GP-1-LTD2K-12.3 P380.0105

Option A

Doctor: Any medical practitioner we are required by law to recognize. He or she must: (a) be properly licensed or certified by the laws of the state where he or she practices; and (b) provide services that are within the lawful scope of his or her practice. We do not recognize a covered person, or his or her spouse, child, parent, sibling, or business associate, as a *doctor* with respect to his or her claim for this *plan's* benefits.

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 *active work* will not count toward the *elimination period.* The *elimination period* will be extended by one day for each day of *active work.* If he or she becomes eligible under any other similar group income replacement plan while he or she is at *active work,* he or she will not be entitled to benefits from this *plan.*

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

GP-1-LTD2K-12.10 P380.0115

Option A

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 reduced by other income and earnings.

Income Earned During Disability: The monthly income a covered person earns from working while *disabled.* It includes any income he or she earns while *disabled* but which is returned to his or her *employer,* partnership, or any other similar business arrangement to cover any business or overhead expenses.

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

GP-1-LTD2K01-12.11 P380.0358

Option A

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

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

Insured earnings includes the covered person's contributions deposited into a cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section 401(k), 403(b) or 457. Earnings based on excluded income and *employer* contributions deposited into such 401(k), 403(b) or 457 plan are excluded.

For all covered persons, *insured earnings* means his or her rate of monthly earnings, excluding bonuses, commissions, expense accounts, and any other extra compensation, as reported by the *plan sponsor.* If he or she is paid hourly, we calculate monthly earnings based on actual hours worked or billed in the two months before the start of his or her *disability.* We do not include pay for hours worked or billed over 40 per week. Such earnings are multiplied by 4.333.

GP-1-LTD2K01-12.12 P380.0366

Option A

Maximum Capacity: During the *own occupation* period, the fullest extent of work a covered person is able to do in his or her *own occupation.* After the *own occupation period,* the fullest extent of work a covered person is able to do in any *gainful occupation.* We decide the fullest extent of work a covered person is able to do based on objective data provided by: (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 or Emotional Conditions: This term includes, but is not limited to: (a) neurosis; (b) psychoneurosis; (c) psychosis; (d) psychopathy; and (e) any other mental or emotional disorder.

Monthly Benefit: This plan's *gross monthly benefit* reduced by other income. If a covered person is working while *disabled,* his or her *monthly benefit* will be further reduced based on the amount of his or her *income earned during disability.* See the "If A Covered Person Works While Disabled" provision of this *plan* for how this is done.

GP-1-LTD2K01-12.13 P380.0389

Option A

Own Occupation: A covered person's occupation as done in the general labor market in the national economy. To determine the duties and requirements of his or her *own occupation,* we use: (a) the job description provided by the *plan sponsor;* and (b) the duties and requirements of that occupation as shown in the most recent version of the Dictionary of Occupational Titles. That document is published by the Department of Labor. If the Department stops publishing that document, we have the right to use some other similar standard.

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

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

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

Regular Care: A person is being treated by, or in consultation with, a *doctor* at a frequency that is consistent with his or her condition. The requirement for *regular care* does not apply if he or she has reached his or her maximum point of recovery yet is still disabled under the terms of this *plan.*

GP-1-LTD2K01-12.14 P380.0426

Option A

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

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

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

GP-1-LTD2K-12.15 P380.0138

All Options

ATTACHED TO AND MADE A PART OF GROUP INSURANCE POLICY NO. G-00399266-IC

issued by

The Guardian Life Insurance Company of America

(herein called the Insurance Company)

to

Trustees of the Business and Management Services Industry Insurance Trust Fund with respect to TOWN OF CONCORD

(herein called the Policyholder)

As of December 31, 2004, this plan is amended, as explained below, with respect to any of this plan's provisions.

As used in this rider:

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

"Reasonable pro-rata Expenses" are those costs, such as lawyers fees and court costs, incurred to effect a third party payment, expressed as a percentage of such payment.

"Third Party" means anyone other than The Guardian, the employer or the covered person.

We will not pay any benefits under this plan, to or on behalf of a covered person, who has received payment in whole or in part from a third party, or its insurer for past or future medical or dental charges or loss of earnings, resulting from the negligence, intentional act, or no-fault tort liability of a third party.

If a covered person makes a claim to us for medical, dental or loss of earnings benefits under this plan prior to receiving payment from a third party or its insurer, the covered person must agree, in writing, to repay us from any amount of money they receive from the third party, or its insurer.

The repayment will be equal to the amount of benefits paid by us. However, the covered person may deduct the reasonable pro-rata expenses, incurred in effecting the third party payment, from the repayment to us.

The repayment agreement will be binding upon the covered person whether: (a) the payment received from the third party, or its insurer, is the result of a legal judgement, an arbitration award, a compromise settlement, or any other arrangement; or (b) the third party, or its insurer, has admitted liability for the payment; or (c) the medical or dental charges or loss of earnings are itemized in the third party payment.

This rider is a part of 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 Business and Management Services Industry Insurance Trust Fund
Full or Corporate Name of Policyholder

_____ BY: _____
Witness Signature and Title

The Guardian Life Insurance Company of America

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

GP-1-TPL-90 P600.0003

All Options

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

DISABILITY BENEFITS CLAIMS PROCEDURE

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 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")

Definitions

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

Timing For Initial Benefit Determination

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

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

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

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

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

Adverse Benefit Determination

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

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

- in the case of an adverse benefit determination based on medical necessity or experimental treatment, notice will either include an explanation of the scientific or clinical basis for the determination, or a statement that such explanation will be provided free of charge upon request.

Appeal of Adverse Benefit Determinations

If a claim is wholly or partially denied, the claimant will have up to 180 days to make an appeal.

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

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

In reviewing an appeal, Guardian will

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

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

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

Alternative Dispute Options

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

P800.0055

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.

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

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Option B

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.

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END OF POLICY DOCUMENT