(A) 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

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.

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

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.

Option A

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

Option A **Schedule of Benefits**

Employee Long Term Disability Income Insurance

(A1) Own Occupation Period The maximum payment period.

Wording that appears for the Extended Own Occ option.

Available Options:
1 Year of Benefits Any Occ Thereafter
2 Years of Benefits Any Occ Thereafter
3 Years of Benefits Any Occ Thereafter
5 Years of Benefits Any Occ Thereafter
Extended Own Occ (for entire benefit period)
Any Occupation
Immediate ADL (Basic AbilityGuard)
2 Year Own Occ ADL thereafter (IAG)
Specialty Own Occupation
1 Year of Benefits Any Occ Thereafter with OR Definition
2 Years of Benefits Any Occ Thereafter with OR Definition
3 Years of Benefits Any Occ Thereafter with OR Definition
4 Years of Benefits Any Occ Thereafter with OR Definition
5 Years of Benefits Any Occ Thereafter with OR Definition
Extended Own Occ with OR Definition
Any Occupation with OR Definition
Specialty Own Occ with OR Definition

(A2) Elimination Period

For disability due to injury……[180]days
For disability due to sickness ……[180]days

Typically 90 or 180 days

Range is 30 – 720 days

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(A3) Maximum Payment Period See the following table:

Age When Disability Starts	Maximum Payment Period
Under Age 60	To age 65
Age 60	5.00 years
Age 61	4.00 years
Age 62	3.50 years
Age 63	3.00 years
Age 64	2.50 years
Age 65	2.00 years
Age 66	1.75 years
Age 67	1.50 years
Age 68	1.25 years
Age 69 or older	1.00 year

The Benefit Duration Used In This Chart Is:
To Age 65 Standard ADEA: RBD

Other Options:
2 Years to Age 70 Standard ADEA
5 Years to Age 70 Standard ADEA
10 Years to Age 70 Standard ADEA
SSNRA Standard ADEA: RBD
To age 70 Standard ADEA: RBD
65/5/70 Standard ADEA

(A4) Gross Monthly Benefit

Available Percentage Options:
30%, 35%, 40%, 45%, 50%, 55%, 60%, 65%, 66.67%, 70%

60% of the covered person's *insured earnings,* rounded to the nearest $1.000, if not already a multiple thereof, limited to a maximum of 10,000.00.

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

(A5) Survivor Benefit

[3 or 6**]** times the last monthly benefit **[**after it is reduced by *disability earnings* the covered person received**]**.

Statement only appears when Net option is chosen.

(A6) Pension Supplement Benefit

Pension Plan Name:
Employer sponsored pension plan
COMFORT PENSION COMPANY
123 EASY AVE
ANAHEIM CA 92001

(A7) Proof of Insurability

Only appears when sold with EOI.

Proof of insurability requirements apply to the long term disability plan. Such requirements may apply to the full benefit amount of just part of it. When proof of insurability requirements apply, it means the covered person must submit to us proof that he or she is insurable, and we must approve the proof in writing before the insurance, or the specified part becomes effective. We require proof as follows:

When the covered person becomes insured under this plan, the amount of his or her first projected *gross monthly benefit* may be in excess of $2,000.00. In this case, the covered person must give us proof that he or she is insurable for the excess amount. The covered person is not entitled to the excess amount unless we approve that proof in writing.

At times, the covered person's projected *gross monthly benefit* may increase due to a change in his

SAMPLE

or her *insured earnings* or class. If such changes in any period of 12 months in a row result in a total increase in the covered person's projected *gross monthly benefit* of more than 15%, the covered person must give us proof that he or she is insurable for any increase in excess of 15%. The covered person is not entitled to the increased benefit unless we approve the proof in writing.

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

(A8) Monthly Revenue Protection Benefit

[$500.00 to $5,000.00]

The Business Income Protection Benefit may be reduced if the key employee's *monthly benefit* is reduced by *disability earnings*. Read all of the terms of this plan to see if the benefit will be reduced and how. This benefit is payable to the *employer*.

(A9) Changes in Insurance Amounts

Any increase or decrease in the amount of insurance on any individual shall become effective on the effective date of a change in the Employee's classification, except that any increase in the amount of insurance on an Employee 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).

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

SAMPLE

Long Term Disability Income Insurance

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

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

(B) BENEFIT PROVISIONS

(B1) How Payments Start: To start getting payments from this plan, a covered person must meet all of the conditions listed below.

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

Wording appears when Zero Day

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

Wording appears when Partial

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

A covered person may not satisfy this *plan*'s *elimination period* while working.

(B2) Waiver of Premium: We waive a covered person's premiums for this insurance and for short term disability insurance, if included in the plan sponsor's plan of insurance while he or she is entitled to receive a monthly benefit payment from this plan.

(B3) When Payments End: A covered person's benefits from this plan will end on the earliest of the dates shown below:

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

(b) The date he or she fails to provide proof of loss as required by this *plan*.

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

(d) The date he or she is able to perform the major duties of his or her *own occupation* on a full-time basis with *reasonable accommodation.*

Maximum Capacity

(e) After the *own occupation* period, the date he or she is able to perform the major duties of any *gainful work* on a full-time basis with *reasonable accommodation*.

(f) The date he or she has been outside of the United States and/or Canada for more than **[**2 months**]** in a **[**12 month**]** period.

(g) The date he or she dies.

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

(i) The date no further benefits are payable under any provision in this *plan* that limits the *maximum payment period.*

(j) The date he or she is no longer receiving *regular and appropriate care* from a *doctor.*

SAMPLE

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

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

Statement appears when Mandatory Rehab is chosen.

Benefit Duration

(B4) Maximum Payment Period: The maximum payment period is the longest time that benefits are paid by this plan for a covered person's disability. It is determined by the table shown below.

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

Age When Total Disability Starts	Maximum Payment Period
Under age 60	To age 65
Age 60	5.00 years
Age 61	4.00 years
Age 62	3.50 years
Age 63	3.00 years
Age 64	2.50 years
Age 65	2.00 years
Age 66	1.75 years
Age 67	1.50 years
Age 68	1.25 years
Age 69 or older	1.00 year

The Benefit Duration Used In This Chart Is:
To Age 65 Standard ADEA:RBD

Other Options:
2 Years to Age 70 Standard ADEA
5 Years to Age 70 Standard ADEA
10 Years to Age 70 Standard ADEA
SSNRA Standard ADEA: RBD
To age 70 Standard ADEA: RBD
65/5/70 Standard ADEA

(B5) Presumptive Disability: If a covered person suffers one of the losses listed below, we may pay a guaranteed minimum number of monthly benefit payments. The following terms must be met:

NOTE: Presumptive Disability is **not** a standard benefit.

(a) the loss must be due to an *injury* which occurs while the covered person is insured by this *plan*;

(b) the loss must occur within **[**90 days**]** of the date of the *injury*; and

(c) the covered person must survive this *plan*'s *elimination period*.

For Loss of:	Number of Monthly Benefit Payments
Both Hands	46
Both Feet	46
Entire Sight in Both Eyes	46
Hearing in Both Ears	46
Speech	46
One Hand and One Foot	46
One Hand and Entire Sight in One Eye	46
One Foot and Entire Sight in One Eye	46
One Arm	35
One Leg	35
One Hand	23
One Foot	23
Entire Sight in One Eye	15
Hearing in One Ear	15

Loss of:

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

SAMPLE

(b) an arm or leg means it is completely severed at or above the elbow or knee.

(c) sight, speech or hearing means total and permanent loss thereof.

For covered multiple losses due to the same *injury*, payments will be made for the loss with the greatest number of monthly benefit payments. The amount we pay is determined according to the section, "Calculation of Monthly Benefit". We pay this amount even if the covered person returns to work. If the covered person dies before we've paid the guaranteed number of monthly benefit payments, we pay the balance to the covered person's estate. If the covered person remains *disabled,* as defined by this *plan,* after we've made the guaranteed minimum number of monthly benefit payments, *monthly benefits* may continue subject to all the terms of this *plan*.

(B6) Recurring Disability: Benefits from this *plan* end if a covered person ceases to be *disabled.* But, a later *disability* may be treated as a *recurring disability*, if all of the terms listed below are met:

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

(b) The *disability* must recur less than six months after the covered person was last entitled to benefits;

(c) The later *disability* must be due to the same or related cause of the covered person's earlier *disability;*

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

(e) The covered person must not become covered under any other similar group income replacement plan during the time he or she returns to *active work;*

(f) During the time the covered person returns to *active work,* he or she must: (i) stay insured by this *plan;* and (ii) premium payments must be made on his or her behalf; and

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

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

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

(B7) Calculation of Monthly Benefit: A covered person's benefit is governed by the terms of the *plan* in effect on the date *disability* occurs. Any changes to this *plan* that take place: (a) while the covered person is *disabled*; or (b) during a period of *active work* that occurs between an initial period of *disability* and a *recurring disability*; will not affect his or her benefit.

We calculate a covered person's *gross monthly benefit* according to the Schedule of Benefits. This plan includes proof of insurability requirements that must be met before: (a) a covered person's *gross monthly benefit*; (b) a portion thereof; or (c) increases in such amount; become effective. The Schedule of Benefits explains these requirements.

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

SAMPLE

From the Total Income Limit shown in the Schedule of Benefits, subtract the amount of any income listed in Other Income Benefits that he or she receives or is entitled to receive. If the resulting amount is less than his or her *gross monthly benefit,* that amount will be his or her *monthly benefit.* If the resulting amount is equal to or more than his or her *gross monthly benefit,* his or her *monthly benefit* is equal to his or her *gross monthly benefit.*

(B8) Redetermination: This *plan* redetermines *insured earnings* for each covered person on the date a change in a covered person's *insured earnings* occurs. 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.*

Wording appears when Anniversary is chosen.
Other Options: Immediate
Specific Date(s)

(B9) Other Income Benefits: A covered person may receive, or be entitled to receive, income shown in the list below. We will reduce his or her *gross monthly benefit* by such other income benefits to determine his or her *monthly benefit* from this *plan.*

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

(B9A)

- Disability benefits from any individual policy; but only to the extent that such income plus the amount of the covered person's gross monthly benefit is more than 100% of his or her insured earnings.
- Disability income from any other plan that a covered person is eligible to receive: (1) because he or she is employed by, or associated with: (a) the plan sponsor; or (b) the employer; or (2) because he or she is a member of any: (a) union; (b) fraternal benefit society; (c) association; or (d) other like organization; but only to the extent that such income plus the amount of the covered person's gross monthly benefit is more than 100% of his or her *insured earnings.*

Wording appears when Offset with Association IDI chosen.

This is an Optional provision.

SAMPLE

Wording appears for Offset Salary Continuation.

This is a standard provision.

(B9B)

- Income from a sick leave, salary continuance or Paid Time Off plan**,** but only to the extent that such income plus the amount of the covered person's *gross monthly benefit* is more than 100% of his or her *insured earnings*. This applies whether such plan is sponsored on a formal or informal basis. This includes donated, lump sum and recurrent payments of accrued sick leave benefits. But, if a covered person is working while *disabled*, we will account for such income as described in this *plan*'s "Adjustment of Monthly Benefit for Disability Earnings".

- Benefits as shown below from: (1) the United States Social Security Act; (2) the Railroad Retirement Act; or (3) any other like U.S. or Canadian plan or act.

  (a) All disability benefits for which: (i) the covered person is entitled; and (ii) his or her spouse and children are entitled due to the covered person's *disability;*
  (b) All unreduced retirement benefits for which: (i) the covered person is entitled; and (ii) his or her spouse and children are entitled due to the covered person's entitlement; and
  (c) All reduced retirement benefits paid to: (i) the covered person; and (ii) his or her spouse and children due to the covered person's receipt of such benefits.

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

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

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

- Income of the type that is included in a covered person's *insured earning* for purposes of determining his or her *gross monthly benefit* under this *plan*.

- That portion of *retirement plan retirement benefits* which the *employer* funds.

- That portion of *retirement plan disability benefits* which the *employer* funds.

- *Retirement benefits* or *retirement plan disability benefits,* due to the covered person's *disability,* from any *government plan* other than those shown above.

- Disability benefits from any: (1) *no-fault motor vehicle* coverage; (2)

SAMPLE

motor vehicle financial responsibility act; or (3) like law.

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

- 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.

- Unemployment compensation benefits.

- Payment from the covered person's *employer* as part of a termination or severance agreement

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

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

(B10) Other Income Not Subject to Deduction: We will not reduce a covered person's *gross monthly benefit* by any income he or she receives or is entitled to receive from the list below.

- Deferred compensation arrangements such as 401(k), 403(b) or 457 plans;
- Profit sharing plans;
- Thrift plans;
- Tax sheltered annuities;
- Stock ownership plans;
- Individual Retirement Accounts (IRA), unless income received from this source was rolled over from a *retirement plan* while the covered person was *disabled* under this *plan*;
- Individual disability income plans;
- Credit disability insurance;
- Non qualified plans of deferred compensation;
- Pension plans for partners;
- Retirement plans of another employer not affiliated with this *plan*;
- Military pension and disability plans;
- A Guardian Critical Illness benefit.

Will **not** appear when Offset with Association IDI chosen

(B11) 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*.

SAMPLE

If no monthly rate is given, we pro-rate the lump sum over the lesser of: (a) 60 months; or (b) the expected remaining number of months for which the covered person would be entitled to benefits from this *plan*, based on the proof of loss submitted to us.

If no monthly rate is given, we pro-rate the lump sum according to its nature and purpose.

(B12) 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.

(B13) 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.

Wording not included if zero-day

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

(B14) Adjustment of Monthly Benefit for Disability Earnings: This *plan* will not pay benefits if a covered person works during the *elimination period*. We adjust the *monthly benefit* for *disability earnings* as follows.

Work Incentive

(B14A)

For each of the first **[**12 or 24 **]** months of payments, following the date the covered person first has *disability earnings*, add his or her *gross monthly benefit* and his or her *disability earnings*.

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

(b) If the sum is more than 100% of the covered person's indexed *insured earnings,* we reduce his or her *monthly benefit* by the amount over 100% of his or her indexed *insured earnings.*

Partial Offset Method

(B14B)

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

Method 1: Direct 50%

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

(b)If the covered person's *disability earnings* are 20% or more of his or her indexed *insured earnings,* we reduce his or her *monthly benefit* by 50% of his or her *disability earnings.*

SAMPLE

Method 2: ← Proportionate Loss

(a) Subtract the covered person's *disability earnings* from his or her indexed *insured earnings*.

(b) Divide the result in (a) above by the covered person's indexed *insured earnings*.

(c) Multiply the result in (b) above by the covered person's *monthly benefit*. This is the amount we pay.

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

(B15) Maximum Allowable Disability Earnings: This *plan* limits the amount of income a covered person may earn, or may be able to earn, and still be considered *disabled*.

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

(a) During the *elimination period* and the *own occupation* period, the limit is 80% of the covered person's indexed *insured earnings*.

(b) After this *plan* has paid benefits for 24 months in a row, the limit is **[**60% or 80%**]** of the covered person's indexed *insured earnings.* ← Earnings Cap

(B16) Indexing: We apply an indexing factor to a covered person's *insured earnings* on the date he or she has received 12 consecutive monthly payments and each anniversary thereafter. This factor increases the amount of income the covered person may earn and still be considered *disabled.* This adjustment does not increase his or her *gross monthly benefit, monthly benefit,* or any other benefit under this *plan.*

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

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

(B17) Minimum Payment: The minimum monthly payment for *disability* under this *plan* is [$100.00]. ←

Additional Options:
$50.00
Lesser of 10% or $100
Greater of 10% or $50
Greater of 10% or $100
Greater of 15% or $100

SAMPLE

Mental/Nervous, Alcohol & Drug and Special Limitations

(C) Limitations and Exclusions

(C1) Disabilities with a Limited Maximum Payment Period: We limit the maximum payment period, if the covered person is disabled due to: (a) a mental illness; (b) drug or alcohol abuse; or (c) a specific condition listed below. However, if the covered person has a coexistent condition, not subject to the limitations in this section, which is disabling in and of itself, we will not limit benefits as described below.

Specific conditions appear when the **Special Limitations** option is chosen

The *maximum payment period* for all periods of *disability* due to: (a) a *mental illness*; (b) drug or alcohol abuse; or (c) a specific condition listed below; is **[**12 or 24 months**]**. This is a combined maximum for all such conditions and all periods of *disability*.

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

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

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

- Arthritis
- Ruptured intervertebral discs
- Spinal fractures
- Osteopathies
- Spinal tumors, malignancy or vascular malformations
- Radiculopathies, documented by EMG
- Spondylolisthesis, Grade II or higher
- Myelopathies

SAMPLE

- Demyelinating diseases
- Traumatic spinal cord necrosis

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

(C2) Pre-existing Conditions: A pre-existing condition is an *injury* or *sickness,* whether diagnosed or misdiagnosed, and any symptoms thereof, for which, in the look back period, a covered person:

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

(b) undergoes diagnostic procedures other than routine screening in the absence of symptoms or suspicion of disease process by a *doctor* ;

(c) is prescribed or takes prescription drugs; or

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

Wording is for the 3/12 option. Other available options are:
12/12
6/24

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

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

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

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

(C3) 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

Continuity of Coverage

SAMPLE

ends.

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

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

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

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

(C4) Exclusions: This *plan* does not pay benefits for *disability* caused by, or related to:

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

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

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

(d) a covered person's commission of, or attempt to commit a felony, for which he or she has been convicted;

(e) the covered person's voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless: (a) it was prescribed for him or her by a *doctor*; and (b) it was used as prescribed. In the case of a non-prescription drug, we do not pay for any loss resulting from or contributed to by the covered person's use in a manner inconsistent with package instructions. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time;

(f) intentional self-inflicted injuries;

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

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

(2) during which the covered person is receiving medical treatment or care outside the United States or Canada unless expressly authorized by us;

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

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

SAMPLE

(D) Services

(D1) Social Security Assistance: This *plan* requires all *disabled* covered persons to apply for Social Security benefits. (See the "Application for Other Income" section of this *plan*.) If we believe a covered person to be eligible for such benefits, we may offer to assist him or her in applying for them. Receiving Social Security benefits will protect a covered person's earnings record for retirement and enable him or her to qualify for Medicare coverage after 24 months.

Services we can provide include:

(a) Help in completing the covered person's application for such benefits, and any related forms;

(b) Assistance finding suitable legal counsel; and

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

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

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

(D2) Rehabilitation and Case Management: We will review the covered person's *disability* to see if certain services are likely to help him or her return to *gainful work.* If needed, we may ask for more medical or vocational information.

When our review is complete, we may offer the covered person a *rehabilitation program.*

Statement appears when Mandatory Rehab is chosen.

We have the right to suspend or end his or her *monthly benefit* if he or she does not accept it.

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

(a) vocational assessment of the covered person's work potential;

(b) coordination and transition planning with an employer for the covered person's return to work;

(c) consulting with the covered person's *doctor* on his or her return to work and need for accommodations;

(d) training in job seeking skills and resume preparation;

(e) retraining; and

(f) assistance with family care expenses a covered person incurs in order to participate in a *rehabilitation program*. (See the "Dependent Care Expenses" section of this *plan*.)

We have the right to determine which services are appropriate.

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

SAMPLE

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.

(D3) Dependent Care Expenses: While a covered person is participating in a *rehabilitation program*, we will pay a dependent care expense benefit, when all of the following conditions are met:

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

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

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

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

(D4) Worksite Modification Benefit: In order to accommodate a covered person's *disability*, an employer may incur a cost to modify to his or her worksite. We may reimburse the employer, up to $2,500 for the cost of the worksite modification. We make this payment if we agree that the modification will enable the covered person to: (a) return to work; or (b) remain at work.

(D5) Early Intervention Services: This *plan* includes Early Intervention services as part of our disability management program. The intent of these services is to: (a) assist *disabled* persons in reaching better outcomes; and (b) support the *employer*'s absence management goals by promoting stay-at work and return-to work agendas where possible.

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

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

- Chronic fatigue conditions, including Epstein-barr syndrome
- *Mental illness*
- Repetitive motion syndromes or injuries
- Fibromyalgia

SAMPLE

- Back pain/strain
- Neck pain/strain
- Chronic pain
- Diabetes
- Cardiovascular conditions

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

(E) Supplemental Benefits

(E1) Cost of Living Benefit: We apply a cost of living adjustment to a covered person's monthly benefit each year, if the terms below are met. This allows a covered person's monthly benefit to change with inflation. The cost of living benefit supplements this plan's monthly benefit after it is adjusted for disability earnings.

A covered person is eligible for a cost of living benefit when he or she is:

(a) entitled to receive a *monthly benefit* from this *plan*; and

(b) not able to perform two or more *activities of daily living,* on a routine basis, without help; or

(c) *cognitively impaired* and in need of verbal cueing to protect himself or herself or others.

Section of wording appears when COLA with ADL benefit chosen

We stop paying the cost of living benefit on the earlier of the date the covered person is no longer: (a) entitled to receive a *monthly benefit* from this *plan*; (b) unable to perform two or more *activities of daily living* on a routine basis, without help; or (c) *cognitively impaired* and in need of verbal cueing to protect himself or herself or others.

This benefit begins on the **[**July 1**]** that follows or coincides with the date the covered person is entitled to receive **[**48**]** monthly payments in a row from this *plan*.

Wording appears for 48 month delayed option.

This benefit begins on the **[**July 1**]** that follows or coincides with the date that the covered person has been *disabled* for **[**12**]** months in a row.

Wording appears for 12 month option.

It ends when the maximum number of cost of living adjustments has been made.

The maximum number of cost of living adjustments is **[**5 or 10**]**.

If unlimited adjustments this wording will not appear.

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

(a) Take the covered person's *monthly benefit* for the month before he or she is first entitled to a cost of living adjustment; and adjust it for *disability earnings.*

(b) Multiply the amount in (a) by the current cost of living factor.

(c) Add the result in (b) to the *monthly benefit,* after it is adjusted for *disability earnings* that is currently payable.

SAMPLE

The cost of living factor is **[**3% or ½ CPI 6%**]**.

The cost of living adjustments may cause the covered person's benefit to be more than the maximum *monthly benefit.*

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

This is an Optional benefit.

Wording reflects the Net & Survivor Lump Sum options.

Other available options are Gross & Lump Sum Estate.

(E2) 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 or 6**]** times the amount of the covered person's last *gross monthly benefit* after it is reduced by *disability earnings.* But, we first apply such benefit to reduce any overpayment he or she may owe us.

If the covered person has no eligible survivor, 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.

Automatically included on AG09 contracts when Survivor Benefit is chosen.

(E3) Accelerated Survivor Benefit: If a covered person has a terminal illness, we may accelerate payment of this *plan's* survivor benefit.

For purposes of the accelerated survivor benefit, a terminal illness means a medical condition that is expected to result in the covered person's death within 12 months.

To receive an accelerated survivor benefit, the covered person must: (a) be entitled to receive a *monthly benefit* from this *plan*; (b) request this benefit in writing; and (c) provide written proof of terminal illness from a *doctor.* However, we will not pay an accelerated survivor benefit if there are less than 12 months remaining in the *maximum benefit period*.

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

(E4) Critical Care FMLA Benefit: A covered person may go on a family medical leave of absence to provide full-time care for a dependent. If so, he or she may be eligible for this benefit.

To start getting this benefit, the covered person must meet all of the conditions shown below:

(a) He or she must have been employed by the *employer* from whom he or she is requesting the leave for at least: (i) 12 months prior to the date the leave is to start; and (ii) 1250 hours of service during the prior 12 month period;

(b) He or she must be insured by this *plan* at the start of his or her leave;

(c) He or she must provide proof that the *employer* has approved his or her leave within the Federal Family and Medical Leave Act of 1993 guidelines;

(d) His or her leave must extend for at least 30 days;

(e) He or she must not be working on a full-time or part-time basis during his or her leave; and

(f) The purpose of his or her leave must be to permit him or her to provide full-

SAMPLE

time care for a dependent who suffers from a *sickness* or *injury.*

Subject to all the terms of this *plan,* we pay $500.00 per month while the covered person is on leave.

If the covered person's leave is for part of a month, 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 on leave. Payment will not be made for more than 30 days in any month. This benefit is paid monthly, in arrears.

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

(a) The date the covered person goes back to work on a full-time or part-time basis;

(b) The date the covered person becomes *disabled;*

(c) The date the covered person's employment with his or her *employer* ends;

(d) The date this *plan* ends;

(e) The date this *plan* is amended to end insurance for the covered person's class;

(f) The date the covered person's *employer* approved family medical leave ends; and

(g) The end of the maximum payment period for this benefit.

The lifetime maximum payment period for this benefit is 12 weeks.

This is an Optional benefit.

(E5) Pension Supplement Benefit: A covered person may become *disabled* while he or she participates in his or her *employer's* pension plan. If so, he or she may be eligible for this benefit.

The term "pension plan" means a retirement program which: (a) is sponsored by the *employer* for the benefit of employees; (b) is qualified under the Internal Revenue Code; and (c) accepts contributions on a covered person's behalf. The name of the pension plan into which we pay this benefit is **[**Pension Plan of ABC Company, Inc.**]**

To be eligible for this benefit, the covered person must meet all of the conditions shown below:

(a) He or she must be *disabled;*

(b) He or she must be entitled to receive a *monthly benefit* from this *plan;* and

(c) He or she must have been participating in his or her *employer's* pension plan for the six month period prior to the date he or she became *disabled;* and

(d) He or she must have been contributing to his or her *employer's* pension plan immediately before becoming *disabled.*

We start to pay this benefit after the last to occur of the following: (a) the end of the *elimination period*; (b) the date the covered person has been *disabled* for **[**six**]** months in a row; and (c) the date the covered person has received one full *monthly benefit* for *disability.*

Elimination Period is variable.

This benefit is paid to the pension plan administrator. It is paid on a monthly basis for deposit into the pension plan fund on the covered person's behalf. But, the pension plan administrator may not be able to accept third party contributions on the covered person's behalf. In this case, we will pay the benefit to the covered person for deposit in the pension plan.

Subject to all the terms of this *plan,* we pay the lesser of:

The amount of the covered person's monthly contribution to the pension plan just before the date he or she became *disabled;*

SAMPLE

(a) **[**1% to 15%**]** of the covered person's *insured earnings;* and

(b) $1,000.00.

We will stop making pension supplement benefit payments during any one calendar year when the total payments made reach the annual cap for deferred compensation established by the Internal Revenue Service.

When we reduce the covered person's *monthly benefit* by *disability earnings,* we also reduce this benefit. We reduce the amount otherwise payable by this benefit by 50%.

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

(a) The date the covered person is no longer *disabled;*

(b) The date the covered person is no longer entitled to a *monthly benefit* from this *plan;*

(c) The date the covered person is no longer eligible to participate in the pension plan;

(d) The date the pension plan ends;

(e) The date the covered person retires or receives a *retirement benefit* from his or her *employer;* and

The end of the *maximum payment period.*

This is an Optional benefit.

➢ **(E6) Retirement Savings Benefit:** If a covered person is *disabled,* we may pay an extra benefit into his or her retirement savings account subject to all the terms below.

A retirement savings account means either: (a) an annuity or similar contract through The Guardian Insurance & Annuity Company, Inc (GIAC) that we establish on the covered person's behalf; or (b) a deferred annuity or similar retirement savings vehicle the covered person has established.

To start getting this benefit, the covered person must meet all of the conditions shown below:

(a) This *plan* must have paid benefits for his or her *disability* for at least **[** 0, 90, 120, 150, 180 **]** days in a row;

(b) He or she must be *disabled* and entitled to receive *monthly benefits* from this *plan;* and

(c) He or she must choose to receive this benefit.

We will make payments into the annuity or similar contract on a quarterly basis. The quarter will start with the date the covered person is first entitled to receive this benefit. Payments are made in arrears.

If the covered person does not already have a retirement savings vehicle, no payments will be made if he or she chooses not to accept and maintain the GIAC annuity or similar contract we offer.

The covered person should consult a tax advisor to discuss any tax issues related to his or her receipt of this benefit.

Subject to all the terms of this *plan,* we pay the lesser of: (a) **[**1% to 15%**]** of the covered person's quarterly earnings; and (b) $3,000.00. But, the minimum benefit per quarter is $150.

The term "quarterly earnings" means three times the amount of the covered person's *insured earnings.*

SAMPLE

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

(a) The date the covered person is no longer *disabled,* as defined by this *plan*;

(b) The date the covered person is no longer entitled to receive a *monthly benefit* from this *plan*;

(c) The date the covered person retires;

(d) The date the covered person chooses to receive payments from the annuity or similar contract;

(e) The date the covered person surrenders the annuity or similar contract;

(f) the date the covered person or the *employer* start to make contributions on the covered person's behalf to a *retirement plan*;

(g) the date the covered person returns to work on a part-time or full-time basis; and

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

(E7) Income Recovery Benefit (included on "and" contracts): This *plan* may pay an Income Recovery Benefit, if *monthly benefits* cease because a covered person is no longer *disabled*.

Section will not appear in "or" contracts.

To be eligible for the Income Recovery Benefit, the covered person must be:

(a) able to perform the major duties of his or her *own occupation*; or

(b) if this plan has already paid benefits for the *own occupation* period, able to perform the major duties of any *gainful occupation*; and

(c) working in his or her *own occupation* the same number of hours as he or she did prior to *disability*; and

(d) unable to earn this *plan's* maximum allowable *disability earnings,* due to the *sickness* or *injury* which caused the prior *disability.*

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

We stop paying this benefit on the earliest of:

(a) the date the covered person is able to earn this *plan's* maximum allowable *disability earnings*;

(b) the date the covered person becomes *disabled*;

(c) the date the covered person stops working;

(d) the date 12 consecutive months after the first Income Recovery Benefit is paid; or

(e) the end of the *maximum payment period*.

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

SAMPLE

This is an Optional benefit.

(E8) Health Plan Premium Benefit: This *plan* may pay a health plan premium benefit, according to the terms below.

To start getting this benefit, the covered person must meet all of the following conditions:

(a) He or she must be *disabled* and eligible to receive a *monthly benefit*;

(b) He or she must have been covered under a health plan prior to the date *disability* starts; and

(c) He or she must remain covered under a health plan: (i) for this *plan*'s *elimination period*; and (ii) while entitled to receive a *monthly benefit*; or

(d) He or she must have elected to continue his or her health plan coverage under the Federal Consolidated Omnibus Reconciliation Act (COBRA).

For purposes of this benefit, health plan means an *employer* sponsored plan that provides medical benefits to a covered person. The covered person is eligible for such health plan because of his or her employment by the *employer.*

The monthly health plan premium benefit is equal to the lesser of: (a) **[**$100.00 to $1,000.00**]**; or (b) the covered person's actual monthly contribution toward his or her health plan premium.

We pay this benefit to the covered person to be applied toward his or her premium for coverage under the *employer*'s health plan or COBRA.

We require proof that the covered person has remitted the premium for his or her coverage under the *employer*'s or COBRA health plan, on a monthly basis. Proof may take the form of a cancelled check, receipt, or other documentation acceptable to us. We pay this benefit when such proof is received and approved.

If the covered person is *disabled* for only part of a month, we prorate the monthly health plan premium benefit. We pay 1/30th of the monthly health plan premium benefit for each day he or she is *disabled*.

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

(a) The date the covered person is no longer *disabled*;

(b) The date the covered person is no longer eligible for *monthly benefits* from this *plan*;

(c) The date the covered person is no longer covered under: (i) a health plan; or (ii) the Federal Consolidated Omnibus Reconciliation Act (COBRA); and

(d) The date we have paid **[**6, 12, 18 or 24**]** monthly health plan premium benefits in one period of continuous *disability*.

This is an Optional benefit.

(E9) Dental Plan Premium Benefit: If the covered person is insured under a Guardian sponsored dental plan, this *plan* may pay a dental plan premium benefit.

To start getting this benefit, the covered person must meet all of the following conditions:

(a) He or she must be *disabled* and eligible to receive a *monthly benefit*;

(b) He or she must have been covered under a Guardian sponsored dental plan prior to the date *disability* starts; and

(c) He or she must remain covered under a Guardian sponsored dental plan: (i) for this *plan*'s *elimination period*; and (ii) while entitled to receive a *monthly benefit*; or

(d) He or she must have elected to continue his or her dental coverage under the Federal Consolidated Omnibus Reconciliation Act (COBRA).

SAMPLE

The monthly dental plan premium benefit is equal to the lesser of: (a) **[**$50.00 to $500.00**]**; or (b) the covered person's actual monthly contribution toward his or her dental plan premium.

We pay this benefit to the covered person to be applied toward his or her premium for coverage under the *employer's* dental plan or COBRA. We require proof that the covered person has remitted the premium for his or her coverage under the *employer*'s or COBRA dental plan, on a monthly basis. Proof may take the form of a cancelled check, receipt, or other documentation acceptable to us. We pay this benefit when such proof is received and approved.

If the covered person is *disabled* for only part of a month, we prorate the monthly dental plan premium benefit. We pay 1/30th of the monthly dental plan premium benefit for each day he or she is *disabled*.

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

(a) The date the covered person is no longer *disabled*;

(b) The date the covered person is no longer eligible for *monthly benefits* from this *plan*;

(c) The date the covered person is no longer insured for dental coverage under: (i) a Guardian sponsored dental plan; or (ii) the Federal Consolidated Omnibus Reconciliation Act (COBRA); and

(d) The date we have paid **[**6, 12, 18 or 24**]** monthly dental plan premium benefits in one period of continuous *disability.*

(E10) Converting This Group Long Term Disability Income Insurance

When Group Coverage Ends: When a person's coverage under this group long term disability income insurance *plan* ends, he or she may apply to convert his or her group coverage, subject to all the terms below.

The person whose coverage under this *plan* ends may apply to convert his or her coverage if he or she: (a) is not *disabled* as defined by this *plan* and (b) has been covered under this *plan* for at least 12 months in a row. To meet this 12 months requirement, we will include any time the person was covered under a similar group disability income replacement plan which this *plan* replaced. We do not include any time the person was *disabled,* as defined by this *plan.*

But, the person will not be eligible to apply for conversion if his or her coverage under this *plan* ends because: (a) he or she: (i) fails to make a required contribution; (ii) changes to a class not eligible under this *plan;* (iii) retires; or (iv) does not become insured again under this group *plan* after his or her *disability* ends.
The person will also not be eligible to apply for conversion if his or her coverage ends because: (a) this *plan* ends; or (b) this *plan* is amended to end coverage for all persons in a class.

How and When to Convert: The person whose coverage under this *plan* ends must apply to us in writing and pay any required premium for the converted coverage. He or she must do this within 31 days of the date his or her coverage under this *plan* ends.

The person applying for conversion does not have to provide proof of good health. But, issuance of the converted coverage may be subject to other underwriting criteria. The person, whose coverage under this *plan* ends, must give us details about all other disability income insurance: (a) that he or she has; (b) for which he or she has applied; and (c) for which he or she may become eligible under another plan within 31 days after his or her coverage under this *plan* ends.

SAMPLE

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

Coverage Under the Conversion Policy: The person's converted coverage, if issued, will be effective on the date his or her coverage under this *plan* ends. The benefits, terms and conditions of the converted coverage will be those in use in the state where he or she then lives. These may be different from the benefits, terms and conditions of this *plan.*

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

(F) Claim Provisions

(F1) Authority: We have the sole discretionary authority to: (a) interpret the terms of this *plan*; and (b) determine a covered person's eligibility for: (i) coverage; and (ii) benefits under the *plan*. All such determinations are conclusive and binding, except that they may be modified or reversed by a court or regulatory agency with appropriate jurisdiction.

(F2) Notice: A covered person must send us written notice of his or her intent to file a claim under this *plan* as described in "Accident and Health Claims Provisions." For details, the covered person can call Guardian at **[**1-800-538-4583**]**.

(F3) Proof of Loss: When we receive a covered person's notice, we will provide him or her with a claim form for filing proof of loss. This form requires data from the *employer,* the covered person, and the *doctor(s)* treating the covered person for his or her *sickness* or *injury.* Proof of loss must be given to us within the time stated in "Accident and Health Claims Provisions." If the covered person does not receive a claim form within 15 days of the date he or she sent his or her notice, he or she should send us written proof of loss without waiting for the form.

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

(a) The date *disability* began;

(b) The covered person's last day of *active work*;

(c) The cause of *disability*;

(d) The extent of *disability*, including limitations and restrictions preventing the covered person from performing the major duties of his or her *own occupation* and any *gainful occupation* ;

(e) If the covered person's occupation requires that he or she carry liability or malpractice insurance, any changes to such insurance that become effective on or after the date of *disability*;

(f) *Objective medical evidence* in support of the covered person's limitations and restrictions, beginning with the date *disability* began;

(g) The prognosis of *disability*;

(h) The name and address of all *doctors*, hospitals and health care facilities where the covered person has been treated for his or her *disability* since the date *disability* began;

(i) Proof that the covered person: (i) is currently; and (ii) has been receiving *regular and appropriate care* from a *doctor,* from the date *disability* began;

(j) Proof of *insured earnings*, and, if applicable, *disability earnings*;

SAMPLE

(k) Payroll or absence data from the *employer* for the three months prior to the date *disability* began, or other period we specify;

(l) Proof of application for all other sources of income to which the covered person may be entitled, that may affect his or her payment from this *plan;* and

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

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

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

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

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

(F4) Authorization Required: The covered person must provide us with written, unaltered authorizations to obtain medical, financial, vocational, occupational, and governmental information required to determine our liability under this *plan*. The covered person must provide us with such authorizations as often as we may require, in order that they remain current. Failure to provide such authorizations may delay, suspend or terminate the covered person's benefits.

(F5) Right to Request Medical, Financial or Vocational Assessment: We may ask a covered person to take part in a medical, financial, vocational or other assessment that we feel is necessary to determine whether the terms of the *plan* are met. We may require this as often as we feel is reasonably necessary. We will pay for all such assessments. But, if the covered person postpones a scheduled assessment without our approval, the covered person will be responsible for any rescheduling fees. If the covered person does not take part in or cooperate with the assessment, we have the right to stop or suspend his or her payments under this *plan.*

(F6) Ongoing Proof of Loss: To continue to receive payments from this *plan,* a covered person must give us current proof of loss as often as we may reasonably require. Ongoing proof of loss must be provided to us within 30 days of the date we request it.

(F7) Payment of Benefits: We pay benefits to the covered person, if he or she is legally competent. If he or she is not, we pay benefits to the legal representative of his or her estate. Benefits are paid in US dollars.

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

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

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

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his or her spouse, parents, children, or brothers and sisters.

(F8) 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.

(F9) 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.

(G) Definitions

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

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

Wording for "And" contracts

Disability or Disabled: These terms mean that a current *sickness* or *injury* causes physical or mental impairment to such a degree that the covered person is:

For Own Occ Plans.

(1) During the *elimination period* and the *own occupation* period, not able to perform, on a full-time basis, the major duties of his or her *own occupation*.

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

The covered person is not *disabled* if he or she earns, or is able to earn, more than this *plan's* maximum allowed *disability earnings*.

Wording only appears for Partial contracts.

The covered person is not *disabled* if he or she performs any work for wage or profit during the *elimination period*.

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. This limitation does not apply during the first 12 months a covered person works while disabled.

40 hour work week limit is standard on "and" contracts. Not included on "or' contracts.

Shaded text only appears for Extended Own Occ plans

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

Wording for "Or" contracts

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

Occupation Test of Disability

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

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or mental impairment to such a degree that:

(1) During the *elimination period* and the *own occupation* period, he or she is not able to perform, on a full-time basis, the 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*.

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

Earnings Test of Disability

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

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

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

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

Interruption Period

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

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

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

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

Gainful Occupation or Gainful Work: Work for which a covered person is, 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 **[** 60% or 80% **]** of his or her indexed *insured earnings* within 12 months of returning to work.

Percentage varies depending on plan design.

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

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

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

Earnings Definition

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

The covered person's *gross monthly benefit* may be limited due to proof of insurability requirements. In this case, only the part of his or her *insured earnings* that applies to the amount of his or her limited *gross monthly benefit* is used to calculate premiums due under this *plan.* We calculate benefit amounts and limits based on the amount of the covered person's *insured earnings* on record with us as of the Redetermination date immediately prior to the start of his or her *disability.* See the "Redetermination" and "Proof of Insurability" sections of this *plan.*

For Partners and S Corporation Shareholders:

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

(a) His or her compensation as an employee or S Corporation shareholder, as reported on his or her Federal Income Tax Return, Form 1040, for the prior calendar year, less the gross total of unadjusted employee business expenses as included on the corresponding Schedule A-Itemized Deductions;

(b) His or her non-passive income (loss) from trade or business as reported on Schedule E-Part II of his or her Federal Income Tax Return, Form 1040, for the prior calendar year, less any expenses incurred and reported elsewhere on his or her Return; and

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

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

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For Sole Proprietors:

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

For Non Proprietors, Partners, and S Corporation Shareholders:

For Covered Persons Who Receive Base Salary Only:

Wording appears for the Standard Excluding Bonus & Commission option when chosen.

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

Wording appears for the Standard Including Bonus & Commission option when chosen. (Can allow a 12 or 24 month average)

For Covered Persons Whose Compensation Includes Commissions and Bonuses:

Insured earnings means: (a) a covered person's base monthly salary; plus (b) the average of his or her commissions and bonuses for the previous 24 months, or length of employment with the *employer*, if less. *Insured earnings* also includes the covered person's contributions deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account. *Insured earnings* excludes overtime pay, expense accounts, stock options and any other extra compensation. If the covered person 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. Earnings based on excluded income and *employer* contributions deposited into such 401(k); 403(b); 457; or similar plan are excluded.

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

Insured earnings means the covered person's average rate of monthly earnings determined from his or her annual contract salary. *Insured earnings* also includes the covered person's contributions deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account. *Insured earnings* does not include bonuses, commissions, overtime pay, expense accounts, stock options and any other extra compensation. If the covered person is paid hourly, we calculate monthly earnings

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

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

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

(a) his or her earned income as reported on the 1099 form.

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

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

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

For All Other Covered Persons:

W-2, Preceding Calendar Year:

Wording appears for the W-2 Definition AG09 option when chosen.

Insured earnings means the covered person's rate of monthly earnings as figured from the W-2 forms received from the *employer* for the prior calendar year. We include as earnings: (a) taxable earned income, including: (i) bonuses; (ii) commissions; and (iii) overtime pay; (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account; and (c) contributions to a cash or deferred compensation plan, or a salary reduction plan, qualified under IRC Section 401(k), 403(b) or 457, as reported on the covered person's W-2 form. We do not include as earnings: (1) expense accounts and other extra compensation; (2) stock options exercised; or (3) *employer* contributions to a cash or deferred compensation plan or salary reduction plan. If the covered person was not employed by the *employer* for the entire prior calendar year, *Insured earnings* are based on the monthly average of the sum of the listed amounts, averaged for the full number of months that he or she was employed by the *employer,* during such calendar year.

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

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

Mental Illness: Means any mental disorder, regardless of cause, listed in the Diagnostic and Statistical Manual of Mental Disorders (DSM) currently in use by the

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

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

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

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

Wording appears for Own/Any Occ with Zero Day plans.

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

Wording appears for Extended Own Occ with Zero Day plans.

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

Wording appears for Specialty Own Occ with Zero Day plans.

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

NOTE: An Own Occupation definition will not appear for an Immediate Any Occ plan.

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

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

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

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

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

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

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

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

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

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

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

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(H) RIDERS

Rider appears for Healthcare SIC codes of 8011 to 8049 and 8060 – 8069.

Infectious and Contagious Disease Benefit

Effective [August 1, 2011], this *plan's* group long term disability income insurance provisions are amended so that we pay a benefit to a non-disabled covered person who has an infectious and contagious disease. What we pay is subject to the terms below and to all the terms of the *plan.*

Definitions:

Infectious and Contagious Disease means a disease classified by the Centers for Disease Control and Prevention (CDC) as: (a) infectious and contagious; and (b) potentially life threatening to those who come in contact with the infected person.

When and How Infectious and Contagious Disease Benefit Payments Start: To start getting benefits under this rider, the covered person must meet all of the following terms:

(a) he or she must have an infectious and contagious disease;

(b) he or she must have been: (i) insured by this *plan*; and (ii) performing the major duties of his or her *own occupation* as a health care practitioner; prior to being diagnosed with an infectious and contagious disease;

(c) he or she must not be *disabled* as defined by this *plan*;

(d) his or her medical condition must be reasonably considered to pose a serious risk to those whom the covered person comes into contact with in the performance of his or her *own occupation*; and

(e) he or she must have been administratively relieved of performing one or more of the major duties of his or her *own occupation* by the *employer* or a state licensing board, with corresponding adjustment to his or her malpractice insurance; or

(f) he or she must provide written proof of loss of income at least equal to 20% of his or her *insured earnings* following disclosure of his or her medical condition.

What We Pay: We calculate the infectious and contagious disease benefit in the same manner as we calculate a *monthly benefit* under this *plan*.

Continued Eligibility for Infectious and Contagious Disease Benefit Payments: We require periodic proof that the covered person continues to be restricted in the performance of the major duties of his or her *own occupation* by the *employer* or a state licensing board. We require periodic proof that the covered person continues to suffer a 20% or more loss of income due to disclosure of his or her medical condition.

When the Infectious and Contagious Disease Benefit Payments End: We stop paying the infectious and contagious disease benefit on the earliest of the following dates:

(a) the date the covered person is *disabled* as defined by this *plan*;

(b) the date the covered person is reinstated by the *employer* or state licensing board in the performance of the major duties of his or her *own occupation,* with corresponding adjustment to his or her malpractice insurance ; or

(c) the date his or her current earnings are 80% or more of his or her *insured earnings*.

This rider is a part of this *plan*. Except as stated in this rider, nothing contained in

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this rider changes or affects any other terms of this *plan*.

Dated at __Anytown, USA_____ This __first_____ Day of __August_____, _2011___

ABC Company, Inc.

Full or Corporate Name of Policyholder

_____BY:



SPECIMEN

Witness

Second Vice President & Actuary, Group Insurance

The Guardian Life Insurance Company of America

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Critical Disability Supplement

Effective **[**August 1, 2011**]**, this *plan's* group long term disability income insurance provisions are amended so that we pay an added benefit if a covered person has a *functional disability*. What we pay is subject to the terms below and to all the terms of the *plan*.

Definitions:

Functional Disability means that, due to *sickness* or *injury*, a covered person is:

(a) not able to perform two or more activities of daily living, on a routine basis, without help; or

(b) *cognitively impaired* and needs verbal cueing to protect himself or herself or others.

Activities of Daily Living mean:

1. **Bathing:** the ability to wash in a tub or shower; or by taking a sponge bath; and to towel dry; with or without equipment or adaptive devices.

2. **Dressing:** the ability to put on and take off all clothes; and those medically necessary braces or prosthetic limbs usually worn; and also to fasten or unfasten them.

3. **Toileting:** the ability to get to and from and on and off the toilet; to maintain personal hygiene; and to care for clothes.

4. **Transferring:** the ability to move in and out of a chair or bed with or without equipment such as: canes; walkers; crutches; grab bars; or any other support devices.

5. **Continence:** the ability to control bowel and bladder function; or, in the event of incontinence, the ability to maintain personal hygiene.

6. **Eating:** the ability to get food into the body by any means once it has been prepared and made available.

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

Additional terms, not explained here, are defined in the *plan*.

When Critical Disability Supplement Coverage Starts: A person will be covered under this rider on the later of:

(a) the date this benefit takes effect; or

(b) the date he or she becomes covered under the *plan*.

When and How This Rider's Critical Disability Supplement Payments Start: To start getting payments under this rider, a covered person must meet all of the conditions shown below:

SAMPLE

(a) he or she must be *disabled* while insured by the *plan*;
(b) he or she must stay *disabled* for the *plan's elimination period*;
(c) he or she must have a *functional disability*: (i) while entitled to receive a *monthly benefit* from the *plan*; and (ii) that lasts at least 30 days in a row; and
(d) he or she must be receiving regular and appropriate care from a doctor.

We use an independent entity to assess the covered person's *functional disability*.

The covered person must also permit timely reassessments of his or her *functional disability* when we request them.

What We Pay: If a covered person meets the conditions stated above, we pay:

[10%, 20%, 30% or 40%**]** of his or her insured earnings. We round this amount to the nearest dollar. The monthly maximum for this benefit is **[**$500 to $5,000.00**]**.

When This Rider's Critical Disability Supplement Payments End: We stop paying this benefit on the earlier of:

(a) the date the covered person's *monthly benefits* from the *plan* end; or

(b) the date the covered person no longer has a *functional disability*.

When Critical Disability Supplement Coverage Ends: A person's coverage under this rider ends on the earlier of:

(a) the date the *plan* is changed to end this benefit; or

(b) the date his or her coverage under the *plan* ends.

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.

SAMPLE

Lifetime Critical Disability (ADL) Benefit Payments

Effective **[**August 1, 2011**]**, this *plan*'s group long term disability income insurance provisions are amended so that payments under this *plan* may continue beyond the *maximum payment period*. But what we pay is subject to the terms below and all the terms of this *plan*.

Definitions:

Functional Disability or **Functionally Disabled** means, due to *sickness* or *injury*, a covered person is:

(a)not able to perform two or more activities of daily living on a routine basis, without help; or

(b)cognitively impaired and in need of verbal cueing to protect himself or herself or others.

Activities of Daily Living means:

1. **Bathing**: the ability to wash in a tub or shower; or by taking a sponge bath; and to towel dry; with or without equipment or adaptive devices.
2. **Dressing**: the ability to put on and take off all clothes; and those medically necessary braces or prosthetic limbs usually worn; and also to fasten or unfasten them.
3. **Toileting**: the ability to get to and from and on and off the toilet; to maintain personal hygiene; and to care for clothes.
4. **Transferring**: the ability to move in and out of a chair or bed with or without equipment such as: canes; walkers; crutches; grab bars; or any other support devices.
5. **Continence**: the ability to control bowel and bladder function; or, in the event of incontinence, the ability to maintain personal hygiene.
6. **Eating**: the ability to get food into the body by any means once it has been prepared and made available.

Cognitively Impaired means a decline or loss in intellectual aptitude. Such loss may result from: (a) *injury;* (b) *sickness;* (c) Alzheimer's disease; or (d) like forms of senility or irreversible dementia. It must be supported by clinical proof and standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgment as it relates to awareness of safety. Cognitive impairment does not include decline or loss due to a *mental illness.*

Additional terms, not explained here, are defined in the *plan.*

When and How This Rider's Lifetime Critical Disability Benefit Payments Start: To start getting payments under this rider, a covered person must:

(a) have been insured under this long term disability *plan* for at least 24 consecutive months just prior to the start of his or her *disability*;

(b) become *disabled* before reaching age 60;

(c) remain continuously *disabled* and entitled to receive *monthly benefits* for this *plan*'s *maximum payment period*;

(d) have a functional disability upon reaching the end of the *maximum payment period*;

SAMPLE

(e) be receiving *regular and appropriate care* from a *doctor*; and

(f) make written request for this benefit within 30 days of the end of this *plan*'s *maximum payment period*.

We may use an independent entity to assess the covered person's functional disability. The covered person must take part in this assessment and any reassessments when we request them.

What We Pay: If a covered person meets the conditions stated above, we continue to pay a *monthly benefit*, subject to reduction for *disability earnings*. The monthly maximum for this benefit is $5,000.00.

When This Rider's Lifetime Critical Disability Benefit Payments End: Payments under this rider will end on the earliest of:

(a) the date the covered person is no longer functionally disabled;

(b) the date the covered person dies;

(c) the date the covered person is no longer receiving *regular and appropriate care* from a *doctor*;

(d) the date the covered person refuses to take part in an assessment of his or her impairment requested by us;

(e) the date five years following the date we have paid the first extended critical disability benefit payment; or

(f) the date the covered person fails to comply with any of the other terms of this *plan*.

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*.

SAMPLE

Revenue Protection Benefit

Effective **[**August 1, 2011**]**, this long term disability income insurance *plan* is amended so that we pay a benefit to a key employee's *employer* to compensate for lost business revenue caused by the key employee's *disability*. What we pay is subject to the terms below and to all the terms of the *plan.*

Definitions:

Key Employee means a covered person:

(a) who earns at least $75,000 per year;

(b) who is under age 60; and

(c) whose employment is governed by a partnership agreement or sales or revenue production quotas ;and

(d) who submits proof of insurability and is approved by us for coverage under the revenue protection benefit rider .

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

When Coverage under the Revenue Protection Benefit Rider Starts: A key person will be covered under this rider on the later of:

(a) the date this benefit takes effect; or

(b) the date he or she becomes covered under the *plan* ; or

(c) the date we approve his or her proof of insurability.

When and How The Revenue Protection Benefit Starts: The *employer* is eligible to receive revenue protection benefit payments if: (a) the key employee is *disabled* as defined by this *plan*; and (b) the key employee is eligible to receive a *monthly benefit*.

What We Pay: The amount of the revenue protection benefit is shown in the Schedule. If this *plan* reduces a key employee's *monthly benefit* by *disability earnings*, we also reduce the revenue protection benefit in the same manner.

When the Revenue Protection Benefit Ends: We stop paying revenue protection benefits on the earliest of the following dates:

(a) the date the key employee is no longer *disabled* as defined by this *plan*;

(b) the date the key employee is no longer entitled to receive a *monthly benefit* from this *plan*;

(c) the date following the date we have paid **[**6, 12, 24 or 36**]** monthly revenue protection benefit payments;

(d) the date the *employer* terminates the key employee;

(e) the effective date of a key employee's buy-out or severance of ownership interest in the *employer*;

(f) the date the key employee retires or receives retirement benefits from the *employer*;

(g) the date this *plan* ends.

When Coverage under the Revenue Protection Benefit Rider Ends: A key person's coverage under this rider ends on the earlier of:

(a) the date the *plan* is changed to end this benefit; or

(b) the date his or her coverage under the *plan* ends.

SAMPLE

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*.

SAMPLE

Spousal Disability Rider

Effective **[**August 1, 2011**]**, this *plan's* group long term disability income insurance provisions are amended so that we pay a benefit to a covered person if his or her eligible spouse has a functional disability. What we pay is subject to the terms below and to all the terms of the *plan*.

Definitions:

Eligible Spouse means a spouse who is legally married to a covered person.

Functional Disability or **Functionally Disabled** means, due to sickness or injury, a covered person's spouse is:

(a) not able to perform two or more activities of daily living, on a routine basis, without help; or

(b) cognitively impaired and in need of verbal cueing to protect himself or herself or others.

Activities of Daily Living means:

1. **Bathing**: the ability to wash in a tub or shower; or by taking a sponge bath; and to towel dry; with or without equipment or adaptive devices.

2. **Dressing**: the ability to put on and take off all clothes; and those medically necessary braces or prosthetic limbs usually worn; and also to fasten or unfasten them.

3. **Toileting**: the ability to get to and from and on and off the toilet; to maintain personal hygiene; and to care for clothes.

4. **Transferring**: the ability to move in and out of a chair or bed with or without equipment such as: canes; walkers; crutches; grab bars; or any other support devices.

5. **Continence**: the ability to control bowel and bladder function; or, in the event of incontinence, the ability to maintain personal hygiene.

6. **Eating**: the ability to get food into the body by any means once it has been prepared and made available.

Cognitively Impaired means a decline or loss in intellectual aptitude. Such loss may result from: (a) *injury*; (b) *sickness*; (c) Alzheimer's disease; or (d) like forms of senility or irreversible dementia. It must be supported by clinical proof and standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgment as it relates to awareness of safety. Cognitive impairment does not include decline or loss due to a *mental illness*.

Additional terms, not explained here, are defined in the *plan*.

When and How the Spousal Disability Benefit Starts: To start getting payments under this rider, the following conditions must be met:

(a) The covered person's spouse is not currently working for wage or profit;

(b) The covered person's spouse must have a functional disability which lasts for at least 30 days in a row;

SAMPLE

(c) The covered person's spouse is receiving *regular and appropriate care* from a *doctor*;

(d) The covered person's spouse's functional disability must begin after the covered person has been insured under this long term disability income insurance *plan* for at least 24 months.

We use an independent entity to assess the covered person's spouse's functional disability.

Payment of Benefits: We pay this benefit monthly, in arrears. We pay benefits to the covered person, if he or she is legally competent. If he or she is not, we pay benefits to the legal representative of his or her estate.

No benefits are payable for the first 30 days that an eligible spouse is functionally disabled.

We pay no spousal disability benefit for any period in excess of 30 days in which the covered person's spouse is residing outside the United States.

What We Pay: Subject to all the terms of this plan, the monthly spousal disability benefit is equal to **[**$100.00 to $5,000.00**]**.

Continued Eligibility for the Spousal Disability Benefit: We may require periodic written proof of the covered person's spouse's continuing disability. We may require written proof of continuing *regular and appropriate care* by a *doctor*. Written proof must be provided to us within 30 days of the date we make each such request.

The covered person's spouse must also permit timely reassessments of his or her functional disability when we request them.

Spousal Disability Benefit Exclusions: We pay no spousal disability benefits for any functional disability caused by or resulting from:

(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 spouse's taking part in a riot or insurrection;

(d) a covered person's spouse's commission of, or attempt to commit a felony, for which he or she has been convicted; or

(e) intentional self-inflicted injuries;

(f) *mental illness*; or

(g) voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless: (i) it was prescribed for the covered person's spouse by a doctor; and (ii) it was used as prescribed. In the case of a non-prescription drug, we do not pay for any loss resulting from the covered person's spouse's use in a manner inconsistent with package instructions. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time.

When the Spousal Disability Benefit Ends: We stop paying the spousal disability

SAMPLE

benefit on the earliest of the following dates:

(a) the date the spouse is no longer functionally disabled;

(b) the date the spouse joins the active work force on a part-time or full-time basis;

(c) the date we ask the spouse to take part in an assessment and he or she refuses;

(d) the date the spouse does not give us continuing proof of loss that we require;

(e) the date the spouse is no longer receiving regular and appropriate care by a doctor;

(f) the date **[**24, 36 or 60**]** months following the date the spouse was first eligible for the spousal disability benefit; or

(g) the day before the date the spouse reaches age 65.

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*.

SAMPLE

Option A

(I)

ELIGIBILITY FOR DISABILITY INCOME REPLACEMENT COVERAGE

Option A

(I1)

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.

(I2)

Conditions of Eligibility

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

(a) legally working in the United States, or working outside the United States for a United States based employer in a country or region approved by us.

(b) regularly working at least the number of hours in the normal work week set by the employer (but not less than 30 hours per week), at:

(i) the employer's place of business;

(ii) some place where the employer's business requires the employee to travel; or

(iii) any other place the employee and the employer have agreed upon for performance of occupational duties.

Temporary or seasonal employees are not eligible.

Option A

(I3) 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.

Option A

(I4) 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.

Option A

SAMPLE

(I5) 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.

Option A

(I6) When Employee Coverage Starts

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

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

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

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

SAMPLE

Wording appears for the Rehire Provision – Only Upon Special Request

(I7)

If an employee was previously covered under this plan and his or her coverage ended due to a temporary layoff or leave of absence, he or she will be eligible for insurance under this plan on the date he or she returns to active full-time work, provided: (a) the employee returns to active full-time service within 6 months of the date his or her coverage ended; (b) the employee was covered under this plan on the day before his or her coverage ended; and (c) the employee enrolls for coverage within 31 days of the date he or she returns to active full-time work.

Upon return to active full-time work, a new effective date will be established according to the actively at work rules above. However, an employee will not be required to re-satisfy any portion of a pre-existing condition provision under this plan that he or she had met prior to termination of coverage.

Wording appears for Voluntary plans only.

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.

Option A for Class 0001

When Employee Coverage Ends

(I8) 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, except as noted below under "Coverage During Temporary Layoff or Leave of Absence".
- the date an employee stops being an eligible employee under this plan.
- the date an employee is no longer working in the United States, or working outside the United States for a United States based employer in a country or region approved by us.
- the date the group plan ends, or is discontinued for a class of employees to which the employee belongs.
- the last day of the period for which required payments are made for the employee.

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.

SAMPLE

(I9)

Coverage During Temporary Layoff or Leave of Absence

If an employee's active full-time service ends because he or she is laid off or goes on a leave of absence you have approved, you may continue his or her insurance, subject to continued payment of premium, until the earlier of: (a) the end of the temporary layoff or employer approved leave of absence; and (b) **[**one, two or three**]** months following the date the temporary layoff or approved leave of absence begins. If an employee becomes disabled under this plan while his or her coverage is being continued during a temporary layoff or leave of absence, his or her eligibility for benefits will be governed by all the terms of this plan.

Option A

(I10)

An Employee's Right To Continue
Group Long Term Disability Income Insurance
During A Family Leave Of Absence

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

(I11) Which Coverage Can Be Continued: Long term disability income coverage may be continued, under a uniform, non-discriminatory policy applicable to all employees. The employee must contact you to find out if he or she may continue this coverage.

(I12) If An Employee's Group Insurance Would End: Group long term disability income insurance may normally end for an employee because he or she ceases work due to an approved leave of absence. But, the employee may continue his or her group long term disability income insurance coverage if the leave of absence has been granted: (a) to allow the employee to care for a seriously injured or ill spouse, child or parent; (b) after the birth or adoption of a child; (c) due to the employee's own serious health condition; or (d) because of any serious injury or illness arising out of the fact that a spouse, child, parent, or next of kin, who is a covered servicemember, of the employee is on active duty (or has been notified of an impending call or
order to active duty) in the Armed Forces in support of a contingency operation. The employee will be required to pay the same share of the premium as he or she paid before the leave of absence.

(I13) When Continuation Ends: Insurance may continue until the earliest of the following:

- The date the employee returns to active work.
- The end of a total leave period of 26 weeks in one 12 month period, in the case of an employee who cares for a covered servicemember. This 26 week total leave period applies to all leaves granted to the employee under this section for all reasons.
- The end of a total leave period of 12 weeks in: (a) any 12 month period, in the case of any other employee; or (b) any later 12 month period in the case of an employee who cares for a covered servicemember.
- The date on which the employee's insurance would have ended had the

SAMPLE

employee not been on leave.

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

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

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

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

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

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

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

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

Option A

(I14)

Definitions

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.

Class 0001

Full-time means the employee regularly works at least the number of hours in the normal work week set by the employer (but not less than 30 hours per week), at his employer's place of business.

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.

SAMPLE

Option A

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

Option A

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

Option A

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

SAMPLE

NOTES

SAMPLE