



YOUR GROUP INSURANCE PLAN BENEFITS

MENTOR PUBLIC SCHOOLS

CLASS 0004

**STD, VOLUNTARY LTD, CRITICAL ILLNESS, ACCIDENT BENEFITS,
HOSPITAL INDEMNITY COVERAGE**

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

The Guardian Life Insurance Company of America

10 Hudson Yards
New York, New York 10001
(212) 598-8000
www.GuardianAnytime.com

If Your Group Certificate includes any of the following coverages: Guardian Insured: Group Accident, Group Cancer, Group Critical Illness, Group Hospital Indemnity, Group Dental or Group Vision, the following consumer complaint notice is applicable. (Employer Funded Coverages, if any, are excluded from this Rider.)

New Mexico Residents
Consumer Complaint Notice

If You are a resident of New Mexico, Your coverage will be administered in accordance with the minimum applicable standards of New Mexico law. If You have concerns regarding a claim, premium, or other matters relating to this coverage, You may file a complaint with the New Mexico Office of Superintendent of Insurance (OSI) using the complaint form available on the OSI website and found at:

<http://www.osi.stat.nm.us/ConsumerAssistance/index.aspx>

CCN-2019-NM

B999.0042

You May not be covered by all options in this Certificate.

This Certificate contains all the benefits and options that are available under the Policy. You are insured only for those benefits and options that you are eligible and enrolled for, and for which the required premium has been paid.

CERTIFICATE OF COVERAGE

The Guardian Life Insurance Company of America

*10 Hudson Yards
New York, New York 10001
(212) 598-8000*

The group Short Term Disability income coverage described in this Certificate is attached to the group Policy effective January 1, 2024. This Certificate replaces any Certificate previously issued under this Policy or under any other plan providing similar or identical benefits issued to the Policyholder by Guardian.

GROUP SHORT TERM DISABILITY INCOME COVERAGE

Guardian certifies that the Employee to whom this Certificate is issued is Eligible for the coverage, and in the amount, described herein. In order to be eligible for coverage, the Employee must: (a) satisfy all of the Policy's eligibility and Effective Date requirements; (b) be listed in Our and/or the Policyholder's records as a validly covered Employee under the Policy; and (c) all required premium payments must have been made by or on behalf of the Employee; and (d) satisfy any necessary Proof of Insurability requirements.

The Employee is not covered by any part of the Policy for which he or she has waived coverage. Such a waiver of coverage is shown in Our and/or the Policyholder's records.

Policyholder: MENTOR EXEMPTED VILLAGE SCHOOL DISTRICT
Group Policy Number: 00057022

The Guardian Life Insurance Company of America



Michael Prestileo, Senior Vice President

B400.0045

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GENERAL PROVISIONS

Applicable Benefits

This Certificate may include multiple benefit options and types of benefits. You will only be covered for benefits if:

- They were previously selected in an acceptable manner and mode, such as an enrollment form or other required form; and
- We have received any required premium.

B400.0048

Limitation of Authority

Only the President, a Vice President or a Secretary of Guardian, has the authority to act for Us in a written and signed statement to:

- Determine whether any contract, Policy or certificate is to be issued;
- Waive or alter any contract or Policy provisions, or any of Our requirements;
- Bind Us by any statement or promise relating to the contract issued or to be issued; or
- Accept any information or representation which is not in a signed application.

Agents and brokers do not have the authority to change the contract or Policy or waive any of its provisions.

B400.0049

Incontestability

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

No statement in any application, except a fraudulent statement, made by You will be used to contest the validity of Your insurance or to deny a claim for a loss incurred, or for a disability which starts, after such insurance has been in force for two years during Your lifetime.

If this Certificate replaces a plan Your Employer had with another insurer, We may rescind this Certificate based on misrepresentations or omissions made by the Employer or You in a signed application for up to two years from the Effective Date of the Policy.

In the event Your insurance is rescinded, We will refund premiums paid for the periods such insurance is void. The premium paid by You will be sent to Your last known address on file with Your Employer or Us.

B400.0050

Examination

We have the right to have a Doctor(s) of Our choice examine the person for whom a claim is being made under this Certificate as often as We feel necessary. We will pay for all such examinations.

B400.0052

All Options

ELIGIBILITY FOR SHORT TERM DISABILITY INCOME COVERAGE

Conditions of Eligibility

You are eligible for Short Term Disability if You are:

- In an eligible class of Employees;
- Are an active Full-Time Employee;
- Legally working in the United States and/or Canada or working outside of the United States for a United States based Employer in a country or region approved by Us; and
- Working at least the minimum required number of hours of an Employee in Your eligible class at:
 - The Employer's place of business;
 - Some place where the Employer's business requires You to travel; or
 - Any other place You and the Employer have agreed upon for the performance of the major duties of Your job.

B400.0054

All Options

You are **not** eligible for Short Term Disability if You are:

- A temporary or seasonal Employee.

B400.0057

All Options

Enrollment Requirement: If You must pay all or part of the cost of Your coverage, We will not cover You until You enroll and agree to make the required payments.

B400.0059

All Options

Proof of Insurability: Part or all of Your insurance amounts may be subject to Proof of Insurability. The Schedule Of Benefits explains if and when We require proof. You will not be covered for any amount that requires such proof until You give the proof to Us and We approve that proof in writing.

B400.0060

All Options

The Waiting Period: If You are in an eligible class, You are eligible for Short Term Disability under this Certificate after you complete the service waiting period, if any, established by the Employer.

B400.0061

All Options

Multiple Employment: If You work for both the Employer and a covered associated company, or for more than one covered associated company, We will treat You as if only one firm employs You. You will not have multiple Short Term Disability coverage under this Certificate. But, if this Certificate uses the amount of Your Insured Earnings to set the rates, determine class, figure coverage amounts, or for any other reason, such earnings will be figured as the sum of Your Insured Earnings from all covered Employers.

B400.0062

All Options

When Coverage Starts

For coverage to start, You must be fully capable of performing the major duties of Your Own Job for the Employer working the minimum required number of hours of an Employee in Your eligible class at 12:01 A.M. Standard Time for Your place of residence on Your scheduled Eligibility Date. And, for coverage to start, You must meet all of the Conditions of Eligibility described above and the conditions shown below which apply to You. If You are not fully capable of performing the major duties of Your Own Job on Your scheduled Eligibility Date, We will postpone the start of Your coverage while this Certificate is in force. We will postpone coverage until You are so capable and working the minimum required number of hours of an Employee in Your eligible class for one full day, with the capacity to do so for one full week.

Whether You must pay all or part of the cost of Your coverage, You must elect to enroll and agree to make the required payments before Your coverage will start. If You do this on or before Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You do this within 31 days after Your Eligibility Date, Your coverage is scheduled to start on the date You sign Your enrollment form. If You elect to enroll and agree to make the required payments more than 31 days after Your Eligibility Date, Your coverage will not start until You send Us Proof of Insurability. Once We have approved such proof, Your coverage is scheduled to start on Your approved Eligibility Date.

B400.0064

Exception to When Coverage Starts

Sometimes a scheduled Eligibility Date is not a regularly scheduled work day. If the scheduled Eligibility Date falls on:

- A holiday;
- A vacation day;
- A non-scheduled work day;
- A day during an approved leave of absence not due to Sickness or Injury, of 90 days or less; or
- A day during a period of absence that is less than 7 days in duration;

and if:

- You were fully capable of performing the major duties of Your Own Job for the Employer for the minimum number of hours of an Employee in Your eligible class at 12:01 AM Standard Time for Your place of residence on the scheduled Eligibility Date; and
- You were performing the major duties of Your Own Job and working the minimum number of hours of an Employee in Your eligible class on Your last regularly scheduled work day.

Your coverage will start on the scheduled Eligibility Date. However, any coverage or part of coverage for which You must elect and pay all or part of the cost, will not start if You are on an approved leave and such coverage or part of coverage was not previously in force for You under a prior plan which this Certificate replaced.

Any part of Your coverage which is subject to Proof of Insurability will not start unless You send such proof to Us, and We approve it in writing. Once We have approved it, that part of Your coverage is scheduled to start on Your approved Eligibility Date.

B400.0066

Delayed Effective Date For Short Term Disability Income Coverage:If, due to Sickness or Injury, You are not Actively At Work and working the minimum required number of hours of an Employee in Your eligible class, on Your scheduled Eligibility Date for Short Term Disability, We will postpone coverage for any condition(s) that prevent you from meeting the Active Work requirement. We will postpone such coverage until You complete one full day of Active Work working Your regular number of hours, with the capacity to do so for one full week, and without missing a work day due to the same condition(s). Coverage for an otherwise covered loss due to all other conditions will start on the date You return to Active Work working the minimum required number of hours of Your eligible class and performing the regular duties of Your job.

B400.0067

All Options

Transfer Business Exception: If You are not Actively at Work and not working the minimum required number of hours of an Employee in Your eligible class, due to Sickness or Injury, on Your Scheduled Eligibility Date, You will be insured for Short Term Disability insurance if:

- You were insured under the prior insurer's group Short Term Disability policy with this Employer at the time the prior insurer's group Short Term Disability policy ended and the group Short Term Disability Policy became effective with Us, with no break in group coverage;
- You were a member of an eligible class under the prior carrier's group Short Term Disability policy and are eligible under this Certificate;
- Premiums for You were paid up to date for the prior carrier's group Short Term Disability policy and this Certificate; and
- You are not receiving or eligible to receive benefits under the prior insurer's group Short Term Disability policy.

If you continue to be incapable of performing the major duties of Your Own Job for the Employer and subsequently become Disabled, any Disability benefit payable will be the lesser of:

- The Short Term Disability benefit payable under this Certificate; or
- The Short Term Disability benefit payable under the prior insurer's group Short Term Disability policy had it remained in force.

However, if the Pre-Existing Condition provision under the prior carrier's group Short Term disability policy would apply, and would have resulted in no benefits being payable to You or benefits being limited had the prior carrier's group Short Term Disability policy stayed in force, no Short Term Disability benefit will be payable or benefits may be limited.

B400.0068

All Options

When Coverage Ends

Your coverage will end on the first of the following dates:

- The date Your Active Full-Time Work ends for any reason, except as shown below under Continuation Of Coverage.
- The date You stop being an eligible Employee under this Certificate.
- The date You are no longer working in the United States and/or Canada, or no longer working outside of the United States for a United States based employer in a country or region approved by Us. Any incidental business or personal travel outside of the United States and/or Canada, or outside of a country or region approved by Us, is covered. Such travel will be considered incidental if it is for a period not to exceed 30 consecutive days.

- The date the group Certificate ends, or is discontinued for a class of Employees to which You belong.
- The last day of the period for which required payments are made for You.
- The date You die.

You may have the right to continue certain group benefits for a limited time after Your coverage would otherwise end. Read this Certificate carefully for details and discuss with your Employer or administrator. Any provisions that allow continuation of such group benefits must be offered and administered on a fair and equitable basis.

B400.0070

CONTINUATION OF COVERAGE

Coverage During Disability

You may be Disabled when Your Active Full-Time Work ends due to a non-job related Injury or Sickness for which benefits are not payable. In that case, Your coverage will remain in force during the:

- Elimination Period, subject to payment of required premiums; and
- The period of time for which benefits are payable by this Certificate.

But, in order for Your coverage to continue, the Disability:

- Must be covered by this Certificate;
- And benefits must not be excluded due to this Certificate's Pre-Existing Conditions provision, or any other exclusion.

If You're Disabled when Your Active Full-Time Work ends due to a job-related Injury or Sickness for which benefits are not payable, Your coverage will remain in force until the earlier of the date:

- You are terminated from employment with the Employer; or
- You have been Disabled for 6 Months.

B440.0065

SHORT TERM DISABILITY INCOME COVERAGE

This coverage replaces part of Your income if You become Disabled due to a covered Sickness or Injury. What We pay is governed by all the terms of this Policy. This Certificate includes the Short Term Disability Schedule of Benefits. Your class and benefit options are shown in the Schedule of Benefits that applies to You.

Terms with special meanings are defined, and are capitalized. See the Definitions section of this Certificate. Other terms with special meanings are defined where they are used.

Benefit Provisions

How Payments Start: To start getting payments from this Certificate, You must meet all of the conditions listed below and elsewhere in this Certificate.

- You must:
 - Become Disabled while covered by this Certificate; and
 - Remain Disabled and covered for this Certificate's Elimination Period.
- You must provide Proof of Loss, as described in Claim Provisions.

Benefits accrue as of the first day after the end of the Elimination Period, subject to all Certificate terms.

You can satisfy the Elimination Period while working, provided You are Disabled.

Waiver Of Premium: We waive Your premiums for this coverage while You are entitled to receive a Weekly Benefit payment from this Certificate.

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

- The date You are no longer Disabled.
- The date You fail to provide Proof of Loss as required by this Certificate.
- The date You earn, or are able to earn, the maximum earnings allowed while Disabled under this Certificate.
- The date You are able to perform the major duties of Your Own Job on a Full-Time basis with Reasonable Accommodation.
- The date You die.
- The end of the Maximum Payment Period.
- The date no further benefits are payable under any provision in this Certificate that limits the Maximum Payment Period.

- The date You are no longer receiving Regular and Appropriate Care from a Doctor.
- The date payments end in accordance with a Rehabilitation Agreement.
- The date You refuse to take part in a Rehabilitation Program.

B400.0127

All Options

Maximum Payment Period: The Maximum Payment Period is shown in the Schedule Of Benefits. But, it may be less than that shown due to:

- The date You were first treated for the cause of Your Disability; and
- The length of time You have been covered by this Certificate. See Pre-Existing Conditions.

Benefits payable during the Maximum Payment Period will not be affected by the termination of the Certificate, subject to all the terms and conditions of the Certificate that were in effect on the first date of Your Disability. Any change to the Certificate with an Effective Date after the first date of Your Disability will not apply to benefits payable during the Maximum Payment Period.

B400.0144

All Options

Recurring Disability: Benefits from this Certificate end if You cease to be Disabled. But, a later Disability may be treated as a Recurring Disability, if all of the conditions listed below are met:

- You must return to Active Work right after Your benefits end.
- The Disability must recur less than two weeks after You were last entitled to benefits.
- The later Disability must be due to the same or related cause of Your earlier Disability.
- This Certificate must not end during Your return to Active Work.
- You must not become covered under any other similar group income replacement plan during the time You return to Active Work.
- When You return to Active Work after being disabled, You must be covered by this Certificate and all required premium must be paid.
- A subsequent Disability will not be considered a Recurring Disability if Your benefits for the prior Disability ended because Your prior Disability had been paid for the Maximum Payment Period.

If the later Disability is a Recurring Disability, You will not need to satisfy a new Elimination Period. The Recurring Disability will be subject to all the terms of this Certificate in effect on the date the earlier Disability began.

If all of the conditions listed above are not met, the later Disability will be treated as a new period of Disability. You will be required to satisfy a new Elimination Period. The new period of Disability will be subject to all the terms of this Certificate in effect on the date the new period of Disability starts.

B400.0146

Calculation of Weekly Benefit: Your benefit is governed by the terms of this Certificate in effect on the date Disability starts. Any changes to this Certificate that take place as follows are inapplicable to, and will not affect, Your benefit:

- While You are Disabled; or
- During a period of Active Work that occurs between an initial period of Disability and a Recurring Disability.

We calculate Your Gross Weekly Benefit according to the Schedule of Benefits.

From Your Gross Weekly Benefit, subtract the amount of any income listed in Other Income Benefits that You receive or are entitled to receive. The result is Your Weekly Benefit.

B400.0148

All Options

Redetermination: This Certificate redetermines Your Insured Earnings on each January 1st, the Employer must report current Insured Earnings for all Employees under this Certificate. Changes to Your Insured Earnings are subject to any Proof of Insurability requirements that may apply to this Certificate. As of this Certificate's redetermination date, We use Your Insured Earnings on record with Us to:

- Set rates;
- Project benefit amounts and limits; and
- Calculate premium payable under this Certificate.

You must be Actively at Work on a Full-Time basis on that date. If You are not, We do not do this until the date You return to Active Work on a Full-Time basis. But, changes in earnings will not apply to a Recurring Disability.

B400.0157

All Options

Other Income Benefits: You may receive, or be entitled to receive, income shown in the list below. We will reduce Your Gross Weekly Benefit by such other income benefits to determine Your Weekly Benefit from this Certificate.

- Commissions or monies received, payable but not deferred, or paid after Disability benefits start.

This includes:

- Vested and nonvested renewal commissions;

- Bonuses;
- Royalties; and
- 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 policies or plans of the Employer. This includes payments made by a group life insurance plan due to Your Disability. This does not include payments made from a group life insurance plan's:
 - Accelerated death benefit; or
 - Like provision that allows payment of such plan's proceeds due to terminal illness.
- Disability benefits from any other group policy or plan; but, if the other group plan was in force prior to this Certificate, and the other group plan also deducts for Disability benefits from any other group plan, We will not deduct these other group Disability benefits.
- Income from sick leave, salary continuance or paid time off, exclusive of vacation time accrued prior to Disability, but only to the extent that such income plus the amount of Your Gross Weekly Benefit is more than 100% of Your Insured Earnings. This applies whether such benefits are sponsored on a formal or informal basis. This includes:
 - Donated;
 - Lump sum; and
 - Recurrent payments of accrued sick leave benefits.

But, if You are Working While Disabled, We will account for such income as described in Adjustment of Weekly Benefit for Disability Earnings.

- Income received from partnership distributions but only to the extent that such income plus the amount of Your Gross Weekly Benefit is more than 100% of Your Insured Earnings.
- Benefits from: The United States Social Security Act; The Railroad Retirement Act; or any other like U.S. or Canadian plan or act.

This includes:

- (a) All Disability benefits for which: (i) You are entitled; and (ii) Your Spouse and children are entitled due to Your Disability;
- (b) All unreduced retirement benefits for which: (i) You are entitled and awarded; and (ii) Your Spouse and children are entitled and awarded due to Your entitlement; and
- (c) All reduced retirement benefits paid to: (i) You; and (ii) Your Spouse and children due to Your receipt of such benefits.

We do not reduce Your Gross Weekly Benefit by the retirement benefits described in (b) and (c) above, to the extent that You and Your dependents were entitled and awarded to receive such income prior to the start of Disability. We will reduce the Gross Weekly Benefit by marginal increases in such income You and Your dependents were entitled and awarded after Disability begins.

We will reduce Your Gross Weekly Benefit by Your dependent's benefits described in (a), (b) and (c) above if: (i) the dependent's benefits are provided to You by the Social Security Administration; (ii) at the time that the Social Security Administration makes its first payment of the dependent benefits described in (a), (b), and (c) above, the dependent child remains a minor dependent or an adult Disabled dependent; and (iii) the dependent benefits You are entitled to are greater than any dependent benefit being received by another person. Under these circumstances, We will reduce Your Gross Weekly Benefit by the difference between the amount the dependent was awarded under the prior recipient and the amount awarded the dependent under Your benefits.

We do not reduce Your Gross Weekly Benefit by the benefits to which You are entitled, as described in (a), (b), and (c) above unless such benefits are greater than any widow/widower benefit You are receiving. And then We reduce Your Gross Weekly Benefit by the difference.

- Income of the type that is included in Your Insured Earnings for purposes of determining Your Gross Weekly Benefit under this Certificate.
- That portion of Retirement Plan retirement benefits which the Employer funds.
- That portion of Retirement Plan Disability benefits which the Employer funds.
- Retirement benefits or Retirement Plan disability benefits, due to Your Disability, from any Government Plan other than those shown above.
- Disability benefits from any:
 - No-Fault Motor Vehicle Coverage;
 - Motor vehicle financial responsibility act; or
 - Like law.
- Payment or settlement, with or without admission of liability, from: A Workers' Compensation law; an occupational disease law; or any other act or law of like intent.

This includes:

- The Jones' Act;
- The Longshoreman's and Harbor Workers' Compensation Act; or

- Any Maritime doctrine of Maintenance, Wages or Cure.

If You receive a payment net of attorney fees approved by the Workers' Compensation Board or similar authority, We reduce Our benefit by the net payment.

- Disability benefits from any third party when Your Disability is the result of the negligence or intentional tort liability of that third party.
- Unemployment compensation benefits.
- Payment from Your Employer as part of a termination or severance agreement.

We reduce Your Gross Weekly Benefit with income shown above that You are entitled to receive without regard to the reason You are entitled to receive it.

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

B400.0163

All Options

Other Income Not Subject to Deduction: We will not reduce Your Gross Weekly Benefit by any income You receive or are entitled to receive from the list below.

- Deferred compensation arrangements such as 401(k), 403(b) or 457 plans;
- Profit sharing plans;
- Thrift plans;
- Tax sheltered annuities;
- Stock ownership plans;
- Individual Retirement Accounts (IRA);
- Individual disability income policies;
- Credit disability insurance;
- Non qualified plans of deferred compensation;
- Pension plans for partners;
- Retirement plans of another Employer not affiliated with this Certificate;
- Military pension and disability plans;
- Critical Illness insurance, unless the benefit is paid out as a wage replacement benefit;
- Accident insurance, unless the benefit is paid out as a wage replacement benefit;
- Specified Disease insurance, unless the benefit is paid out as a wage replacement benefit;

- Cancer insurance, unless the benefit is paid out as a wage replacement benefit.

B400.0170

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 weekly rate stated in the award into account when We determine Your Weekly Benefit. If no weekly rate is given, We divide the lump sum payment by the number of calendar days in the period for which it was awarded. This will determine the daily rate. Then, multiply the daily rate by 7. The result is the prorated weekly rate.

Cost of Living Freeze: You may receive a cost of living increase in other income with which We integrate. In this case, We do not further reduce Your Weekly Benefit by the amount of such increase.

Application For Other Income: You must apply for other income benefits to which You may be entitled. If these benefits are denied, You must appeal until:

- All reasonable appeals have been made; or
- We notify You that no further appeals are required.

If We determine that You are entitled to receive such other income benefits, We will estimate the amount due to You and Your Spouse and children. We will take this estimated amount into account when We determine Your Weekly Benefit. But, We will not estimate the amount due to You if You and We agree in writing in an agreement provided to You by Us that You will:

- Apply for any benefits for which You may be eligible;
- Appeal any denial of such benefits until all reasonable appeals have been made; and
- Repay any amount We overpaid due to an award of such benefits.

If We do reduce Your Gross Weekly Benefit by an estimated amount, We will adjust Your Weekly Benefit when We receive written proof:

- Of the amount awarded; or
- That the other income benefits have been denied, and no further appeals are possible.

If We underpay You, We will pay the full amount of the underpayment in a lump sum.

We will assist You in applying for other income benefits.

B400.0173

All Options

Adjustment Of Weekly Benefit For Disability Earnings: We adjust the Weekly Benefit for Disability Earnings as follows:

We pay the greater of the amount calculated under Method 1 or Method 2.

Method 1:

- If your Disability Earnings are less than 20% of Your Insured Earnings, We do not reduce your Weekly Benefit.
- If your Disability Earnings are 20% or more of Your Insured Earnings, We reduce Your Weekly Benefit by 50% of Your Disability Earnings.

Method 2:

- (1) Subtract Your Disability Earnings from Your Insured Earnings.
- (2) Divide the result in (1) above by Your Insured Earnings.
- (3) Multiply the result in (2) above by Your Weekly Benefit. This is the amount We pay.

If Your Disability Earnings fluctuate widely from week to week, We may adjust Your Weekly Benefit using an average Disability Earnings amount. The average Disability Earnings amount will be computed using Your most current week's Disability Earnings and the prior two weeks Disability Earnings.

B400.0199

All Options

Maximum Allowable Disability Earnings: This Certificate limits the amount of income You may earn, or may be able to earn, and still be considered Disabled.

If Your Disability Earnings are more than 80% of Your Insured Earnings, payments from this Certificate will end. Payments from this Certificate will also end if You are able to earn more than 80% of Your Insured Earnings.

B400.0200

All Options

Minimum Payment: The minimum weekly payment for Disability under this Certificate is \$25.00.

B400.0201

All Options

Limitations And Exclusions

Pre-Existing Conditions: A pre-existing condition is an Injury or Sickness, whether diagnosed or misdiagnosed, and any symptoms of it, for which, in the "look back period", You:

- Receive advice or treatment from a Doctor;
- Underwent diagnostic procedures other than routine screening in the absence of symptoms or suspicion of disease process by a Doctor;
- Were prescribed or took prescription drugs; or
- Receive other medical care or treatment, including consultation with a Doctor.

The "look back period" is the 3 Months before the latest of:

- Your Eligibility Date for coverage under this Certificate;
- The Effective Date of a change that increases the benefits payable by this Certificate; and
- The Eligibility Date of a change in Your benefit election that increases the benefit payable by this Certificate.

For any Disability caused by, contributed to, by, or resulting from a Pre-Existing Condition, We limit the Maximum Payment Period to 2 weeks, unless the Disability starts after You complete at least one full day of Active Work after the date You have been covered under this Certificate for 12 Months in a row.

Your Disability caused by, contributed to, by, or resulting from a Pre- Existing Condition may begin after:

- A change which provides for an increase in the benefits payable by this Certificate; or
- A change in Your benefit election which increases the benefit payable by this Certificate.

In this case, Your benefit will be limited to the amount that would have been payable had the change not taken place. But, this limit does not apply if Your Disability starts after You complete at least one full day of Active Work after the date the change has been in force for 12 Months in a row.

We do not cover any Disability that starts before Your coverage under this Certificate.

B400.0206

All Options

Prior Coverage Credit: If this Certificate replaces a similar Disability income replacement plan the Employer had with another insurer, the Pre-Existing Condition provision may not apply to You, if coverage under this Certificate starts immediately after the termination of coverage under the prior Disability income replacement plan.

This Certificate must start right after the prior plan ends.

The Pre-Existing Condition provision will be waived for You if You:

- Are Actively Working on Your Eligibility Date for coverage under this Certificate; and
- Have fulfilled the requirements of any Pre-Existing Condition provision of the prior plan provided by the Employer.

You may have been covered under the prior plan when it ended, but have not met the requirements of any Pre-Existing Condition provision of the prior plan. In that case, We credit any time used to meet the prior plan's Pre-Existing Condition provision toward meeting this Certificate's Pre-Existing Condition provision. You must:

- Enroll for coverage under this Certificate on or before this Certificate's Effective Date; and
- Be Actively Working on Your Eligibility Date for coverage under this Certificate.

But, We limit Your maximum Weekly Benefit under this Certificate if:

- It is more than the maximum Weekly Benefit for which You were covered under the prior plan provided by the Employer;
- You become Disabled due to a Pre-Existing Condition; and
- This Certificate pays benefits for such Disability because We credit time as explained above.

In this case, We limit the maximum Weekly Benefit to the amount to which You would have been entitled under the prior plan.

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

B400.0207

All Options

Exclusions

This Certificate does not pay benefits for Disability caused by, or related to:

- Declared or undeclared war, act of war, or armed aggression;
- Service in the armed forces, National Guard, or military reserves of any state or country;
- Your taking part in a riot or civil disorder;
- Your commission of, or attempt to commit, a felony. A felony means either:
 - A crime as defined as such under the laws in the jurisdiction in which the crime was committed or attempted; or
 - In states where the law does not define crimes in terms of felonies and misdemeanors, felony means any crime punishable for a minimum of a one year term of incarceration in a jail or prison, as determined by the law of the jurisdiction where the crime was committed or attempted; or
 - A crime as defined as such under federal law;
- The intentional or voluntary inhalation or ingestion of gas, chemical, solvent, poison or other substances not intended for internal consumption, irrespective of any pre-existing or co-morbid condition;
- Intentional self-inflicted injuries while sane or insane;

- An Injury that occurs while, or a Sickness that develops from, performing an occupational duty except for those Employees who are not eligible to participate in Workers' Compensation, occupational disease law, or any other law of like intent; or for an Injury that occurs while, or a Sickness that develops from, performing an occupational duty while working for another employer;

This Certificate does not pay any benefits for any period of Disability:

- During which You are confined to a facility as a result of Your conviction of a crime;
- During which You are receiving medical treatment or care outside the United States or Canada unless expressly authorized by Us;
- Which starts before You are covered by this Certificate;
- After the date You have been outside the United States and/or Canada or a country or region approved by Us for more than 2 Months in a 12 Month period. If You return to the United States and/or Canada or a country or region approved by Us within 6 Months of the end of payments, payments may be resumed, provided You have remained continuously Disabled, subject to all the terms and conditions of this Certificate; or
- During which Your loss of earnings is not solely due to Your Disability.

This Certificate does not pay benefits due solely to a risk of relapse or exacerbation of a prior Injury or illness in the absence of current impairment and Disability.

B400.0208

All Options

Services

Rehabilitation And Case Management: We will review Your Disability to see if certain services are likely to help You return to Gainful Work. If needed, We may ask for more medical or vocational information.

When Our review is complete, We may offer You a Rehabilitation Program. We have the right to suspend or end Your Weekly Benefit if You do not accept it.

The Rehabilitation Program will start when a written Rehabilitation Agreement is signed by:

- You;
- Us; and
- Your Employer, if needed.

The program may include, but is not limited to:

- Vocational assessment of Your work potential;

- Coordination and transition planning with an Employer for Your return to work;
- Consulting with Your Doctor on Your return to work and need for accommodations;
- Training in job seeking skills and resume preparation; and
- Retraining.

We have the right to determine which services are appropriate.

If You accept the Rehabilitation Agreement, We will pay an enhanced benefit. The enhanced benefit will be 110% of the Weekly Benefit that would otherwise be paid. This enhanced benefit will be payable as of the first Weekly Benefit after the Rehabilitation Program starts.

We stop paying the enhanced benefit on the earliest of:

- The date Your benefits from this Certificate end;
- The date You violate the terms of the Rehabilitation Agreement;
- The date You end the Rehabilitation Program; or
- The date the Rehabilitation Agreement ends.

If You end a Rehabilitation Program without Our consent, You must repay any enhanced benefits paid.

Dependent Care Expenses: While You are participating in a Rehabilitation Program, We will pay a dependent care expense benefit, when all of the following conditions are met:

- You incur expense to provide care for a qualified dependent; and
- The care is provided by a licensed provider other than a family member by blood or marriage.

The dependent care expense benefit will be the lesser of:

- \$100.00 per week per qualified dependent; not to exceed \$300.00 per week for all qualified dependents combined; and
- The actual weekly day care expense incurred by You.

We will stop paying the dependent care expense benefit on the earlier of the date You are no longer:

- Incurring dependent care expenses for a qualified dependent;
- Participating in a Rehabilitation Program; or
- Entitled to receive a Weekly Benefit from this Certificate.

As used here, "qualified dependent" means a person who is:

- Dependent upon You for main support and maintenance; and
- Under the age of 14; and

- Your biological child, lawfully adopted child, stepchild or any other child who is living with You in a regular parent-child relationship.

The term also means a family member, related by blood or marriage, age 14 or over who is physically or mentally incapable of caring for him or herself and is dependent upon You for main support and maintenance.

B400.0210

All Options

Worksite Modification: In order to accommodate Your Disability, an Employer may incur a cost to modify his or her worksite. We may reimburse the Employer, up to \$2,500.00 for the cost of the worksite modification. We make this payment if We agree that the modification will enable You to:

- Return to work; or
- Remain at work.

B400.0212

Claim Provisions

Authority: We have discretionary authority to:

- Interpret the terms of this Certificate; and
- Determine Your eligibility for coverage and benefits under this Certificate.

All such determinations are conclusive and binding, except that they may be modified or reversed by a court or regulatory agency with appropriate jurisdiction.

Notice: You must send Us written notice of Your intent to file a claim under this Certificate within 20 days of the date the Injury occurs or the Sickness starts. This notice should include Your name and the Policy number. For details, You can call Us at 1-800-268-2525.

Proof Of Loss: When We receive Your Notice, We will provide You with a claim form within 15 days for filing Proof of Loss. This form requires data from the Employer, You, and the Doctor(s) treating Your Sickness or Injury. Proof of Loss must be given to Us within 90 days of the loss. If You do not receive a claim form within 15 days of the date You sent Your Notice, You should send Us written Proof of Loss without waiting for the form. We will not void or reduce Your claim if You cannot send Us Notice of claim and Proof of Loss within the required time. In that case, You must send Us Notice of claim and Proof of Loss as soon as reasonably possible. However, under no circumstances will We pay benefits if written Proof of Loss is delayed for more than one year, unless your inability to provide Proof of Loss is because you are not legally competent or You lack legal capacity.

You are required to cooperate with Guardian in its evaluation of any claim for benefits. You must provide Proof of Loss at Your expense, consisting of the following listed below. Failure to provide this information may prevent, delay, suspend, reduce or terminate Your eligibility for benefits.

- The date Disability began.
- Your last day of Active Work.
- The cause of Disability.
- The extent of Disability, including limitations and restrictions preventing You from performing the major duties of Your Own Job.
- If Your occupation requires that You carry liability or malpractice insurance, information including, but not limited to: the policy, any applications for such coverage, and any changes to the terms and conditions of such policies prior to or after the first date of Disability.
- Objective Medical Evidence in support of Your limitations and restrictions, beginning with the date Disability began.

- Objective Proof of Your Restrictions and Limitations, beginning with the date Disability began.
- The prognosis of Disability.
- The name and address of all Doctors, hospitals and health care facilities where You have been treated for Your Disability since the date Disability began.
- Proof that You are currently receiving Regular and Appropriate Care from a Doctor.
- Proof that You have been receiving Regular and Appropriate Care from a Doctor, from the date Disability began.
- Proof of Insured Earnings.
- Proof of Disability Earnings.
- Payroll or absence data from the Employer for the three months prior to the date Disability began, or other period We specify.
- Proof of application for all other sources of income to which You may be entitled, that may affect Your payment from this Certificate.
- Proof of receipt of other income that may affect Your payment from this Certificate.
- Proof of identity and residency, including, but not limited to, a current government issued photo identification.
- Documentation of travel outside the United States.
- Any other information We may reasonably require to determine if You are Disabled and eligible for benefits and coverage under this Certificate.

You must provide Objective Medical Evidence from a Doctor who is not Yourself, or a relative by blood or marriage, or who is a business associate.

Proof of Insured Earnings and Disability Earnings may consist of:

- Copies of Your W-2 forms;
- Payroll records from Your Employer(s);
- Copies of Your U.S. individual income tax returns;
- Copies of the U.S. income tax returns from any business in which You hold an ownership or shareholder interest;
- A statement from a certified public accountant;
- Copies of any income records accepted or required by the IRS; or
- Any other records We deem necessary.

B400.2513

All Options

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

The Guardian Life Insurance Company of America

Group Short Term Disability Claims Department

P.O. Box 14331

Lexington, KY 40512.

Authorization Required: You must provide Us with written, unaltered authorizations in a form provided by Us to obtain medical, financial, vocational, occupational, and governmental information required to determine Our liability under this Certificate. We may agree to obtain such authorization by use of voice or other electronic means. You must provide Us with such authorizations as often as We may require, in order that they remain current. Failure to provide such authorizations may prevent, delay, suspend or terminate Your eligibility for benefits.

Right To Request Medical, Financial Or Vocational Assessment:We may ask You to take part in a medical, financial, vocational or other assessment that We feel is necessary to determine whether the terms of this Certificate are met.

Medical assessment may include, but not be limited to:

- Independent medical examination (IMEs),
- Functional capacity examinations (FCEs) or
- Neuropsychological evaluations.

We may require medical, financial or vocational assessment(s) as often as We feel is reasonably necessary. We will pay for all such assessments. But, if You postpone a scheduled assessment without Our approval, You will be responsible for any rescheduling fees. If You do not take part in or cooperate with the assessment, We have the right to stop or suspend Your payments under this Certificate.

Ongoing Proof Of Loss: To continue to receive payments from this Certificate, You must give Us current Proof of Loss as often as We may reasonably require. Ongoing Proof of Loss must be provided to Us within 30 days of the date We request it.

Payment Of Benefits: We pay benefits to You, if You are legally competent. If You are not, We pay benefits to your lawful guardian, conservator, legal representative, or any person or fiduciary with the lawful authority to act on Your behalf or handle Your affairs. Benefits are paid in United States currency.

We pay benefits biweekly at the end of the period for which they are payable.

No benefits are payable for this Certificate s Elimination Period.

Benefits to which You are entitled may remain unpaid at Your death. Such benefits may be paid at Our discretion to:

- Your estate; or
- Your Spouse, parents, children, or brothers and sisters.

Partial Week Payment: You may be Disabled for only part of a week. In this case, We compute Your payment as 1/7th of the benefit to which You would be entitled for the full week times the number of days You are Disabled.

Overpayment Recovery: If We overpaid You, You must repay Us in full. We have the right to reduce Your payment or apply any benefits payable, including the minimum payment, toward recovery of the overpayment.

Legal Actions: No legal action against Guardian related to claim for benefits under this Certificate may be brought until 60 days from the date Proof of Loss has been given as shown above. No legal action may be brought against Guardian related to claims for benefits under this Certificate after three years from the time written Proof of Loss is required to be furnished.

Workers' Compensation: The Short Term Disability benefits provided by this Certificate are not in place of and do not affect requirements for coverage by Workers' Compensation.

B400.2514

SUBROGATION AND RIGHT OF RECOVERY

Purpose:When You have the right to recover amounts paid by this Certificate, We also have certain rights. These are explained below.

Subrogation:When this Certificate pays a benefit, We will immediately be subrogated to Your rights of recovery from any third party to the full extent of benefits paid.

Recovery: If You receive a payment from any third party or insurance coverage due to an Injury, Sickness or condition, We have the right to recover from, and be repaid by, You for all amounts this Certificate has paid due to that Injury, Sickness or condition, up to and including the full amount You receive from any third party or insurance coverage.

Constructive Trust:You must serve as a constructive trustee over the funds that constitute payment from any third party or insurance coverage due to Your Injury, Sickness or condition. If You fail to hold such funds in trust, it will be deemed a breach of Your fiduciary duty to Us.

Lien Rights:We will have a lien to the extent of benefits We paid due to Your Injury, Sickness or condition for which the third party is liable. The lien will be imposed on any recovery, whether by settlement, judgment, or otherwise, including from any insurance coverage, that You receive due to Your Injury, Sickness or condition. The lien may be enforced against any party who holds funds or proceeds which represent the amount of benefits paid by Us. This includes, but is not limited to:

- You;
- Your representative or agent;
- The third party;
- The third party's insurer, representative or agent; and
- Any other source who holds such funds.

First Priority Claim:This Certificate's recovery rights are a first priority claim against all third parties and are to be paid to Us before any other claim for Your damages. This Certificate will be entitled to full repayment on a first dollar basis from any third party's payments, even if such payment to the plan will result in a recovery to You which is not sufficient:

- To make You whole; or
- To compensate You in part or in whole for the damages sustained.

This Certificate is not required to participate in or pay court costs or attorney fees to the attorney hired by You to pursue Your damage claim.

Applicable To All Settlements And Judgments:We are entitled to full recovery regardless of whether:

- Any liability for payment is admitted by a third party; or

- The settlement or judgment received by You identifies the benefits the plan paid.

This Certificate is entitled to recover from any and all settlements or judgments, even those designated as pain and suffering or non-economic damages only.

Cooperation: You must fully cooperate with Our efforts to recover the benefits paid under this Certificate. You must notify Us within 30 days of the date when any notice is given to any party, including an insurance company or attorney, of Your intention to pursue or investigate a claim to recover damages or obtain compensation due to Injury, Sickness or condition sustained by You. You and Your agents, must provide all information requested by Us or Our representative. This includes, but is not limited to, completing and submitting any applications or other forms or statements as We may reasonably request. Failure to do this may result in the termination of benefits or the instigation of legal action against You.

You must do nothing:

- To prejudice Our rights as described in this section; or
- To prejudice Our ability to enforce the terms of this section.

This includes, but is not limited to, refraining from making any settlement or recovery that attempts to reduce or exclude the full amount of all benefits paid by this Certificate.

We have the right to conduct an investigation regarding the Injury, Sickness or condition to identify any third party. We reserve the right to notify the third party and his or her agents of Our lien. Agents include, but are not limited to:

- Insurance companies; and
- Attorneys.

Interpretation:In the event that any claim is made that any part of this section is ambiguous, or questions arise as to the meaning or intent of any of its terms, We have discretionary authority to resolve all disputes regarding the interpretation of this section.

Jurisdiction:Any legal action or proceeding with respect to this section may be brought in any court of competent jurisdiction as We may choose. You must submit to each such jurisdiction and waive whatever rights may correspond to You by reason of Your present or future domicile.

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

- **Legal Guardian:** This term means a person who has the care or the legal or fiduciary responsibility to manage the affairs or property of another.
- **Insurance Coverage:**This term means any insurance which provides coverage for:
 - Medical expense payments; or
 - Liability.

This includes, but is not limited to:

- Uninsured motorist coverage;
 - Underinsured motorist coverage;
 - Personal umbrella coverage;
 - Medical payments coverage;
 - Workers compensation coverage;
 - No-fault automobile insurance coverage; or
 - Any first party insurance.
- **Third Party:** This term means any party actually, possibly, or potentially responsible for making any payment to You due to Your Injury, Sickness or condition. This term also means such party's:
 - Liability insurer; or
 - Any insurance coverage.

But, this term does not mean:

- Us; or
 - You.
- **You:** This term means the covered Employee. It also includes Your parent or Legal Guardian if You are a minor or incompetent.

B400.0215

All Options

DEFINITIONS

Active Work, Actively At Work or Actively Working: These terms mean You are able to perform, and are performing, all of the regular duties of Your work for the Employer, on a Full-Time basis at:

- One of the Employer's usual places of business;
- Some place where the Employer's business requires You to travel; or
- Any other place You and the Employer have agreed on for Your work.

B400.0225

All Options

Certificate: This term means this Certificate of Coverage, including the Schedule of Benefits and any riders and enrollment forms that may be attached to this Certificate.

B400.0336

All Options

Disability or Disabled: These terms mean that a current Sickness or Injury causes impairment to such a degree that You are:

- Not able to perform, on a Full-Time basis, the major duties of Your Own Job; and
- Not able to earn more than this Plan's maximum allowed Disability Earnings.

If, prior to your Disability, You are required to work more than 40 hours per week, on average, You will not be considered Disabled if You can work for 40 hours per week.

Neither loss of a professional or occupational license due to misconduct or unlawful activity, nor receipt of, or entitlement to, Social Security Disability benefits in and of themselves constitute Disability under this Certificate.

B400.0227

All Options

Disability Earnings: This term means the weekly income You earn from Working While Disabled. It includes salaries, wages, commissions, bonuses and any other compensation earned or accrued while working including pension, profit sharing contributions, sick pay, paid time off, holiday and vacation pay. When You have an ownership interest in the business, Disability Earnings also includes business profits, attributable to You, whether received or not. It includes any income You earn while Disabled and return to the Employer, partnership, or any other similar business arrangement to cover any business or overhead expenses. If You have the ability to work on a Part-Time or Full-Time basis, Disability earnings also includes Maximum Capacity Earnings beginning with the earlier of the date You have been:

- Terminated from employment with the Employer;
- Disabled for four weeks in a row; or
- Offered a job or workplace modification by the Employer and You do not return to work.

You may have held a job with an employer other than Your Employer, immediately prior to the start of Your Disability. While benefits are payable while Working While Disabled, Disability Earnings will not include earnings from a job with an employer other than Your Employer, if such job was held immediately prior to the start of Your Disability. If Working While Disabled and the income from the job with the other employer exceeds Your average amount of earnings for that other employer for the six months immediately prior to the start of Your Disability, We will include such excess as Disability Earnings.

B400.0234

All Options

Doctor: Any medical practitioner We are required by law to recognize. He or she must:

- Be properly licensed or certified by the laws of the state where he or she practices; and
- Provide services that are within the lawful scope of his or her practice.

B400.0235

All Options

Effective Date: The date the Policy goes into force and effect as stated on the cover page of the Certificate of Coverage, or any change to the Policy as requested by the Policyholder and approved by Us and in force and effect as stated on cover page of the Certificate of Coverage.

B400.0236

All Options

Eligibility Date: This term means the earliest date You are eligible for coverage under this Certificate, and you have satisfied all requirements for coverage to begin, as required by this Certificate.

- For an Employee in Active Work who has completed any waiting period required by the Employer as of the Effective Date of this Certificate, the Eligibility Date will be the Effective Date of this Certificate.
- For an Employee in Active Work as of the Effective Date of this Certificate who has not completed any waiting period required by the Employer, the Eligibility Date will be the first date following the completion of the required waiting period.
- For an Employee hired on or after the Effective Date of this Certificate, the Eligibility Date will be the later of the Employee's date of hire, or the first date following the completion of any waiting period required by the Employer.
- If this Certificate requires Employees to elect coverage under this Certificate, the Eligibility Date will be the later of:
 - The Employee's date of hire;
 - The first date following the completion of any waiting period required by the Employer; or
 - The date We approve in writing Your application for any coverage for which You are required to supply Proof of Insurability.

B400.0238

All Options

Elimination Period: This term means the period of time, as shown in the Schedule of Benefits, You must be Disabled, due to a covered Disability, before this Certificate's benefits are payable.

Any days during which You return to work earning more than 80% of Your Insured Earnings will not count toward the Elimination Period, but You will continue to accumulate days of Disability for days for which You return to work earning less than 80% during the Elimination Period as long You meet the definition of Disability each Week during the Elimination Period. If You are or become eligible under any other similar group income replacement plan while You are working during the Elimination Period, You will not be entitled to benefits from this Certificate.

We do not require You to complete an Elimination Period if:

- You were covered under a similar income replacement plan the Employer had with another carrier on the day before this Certificate starts; and
- Your Disability would have been a Recurring Disability under the prior plan had it remained in effect.

B400.0239

All Options

Employee: This term means a person who works for the Employer at the Employer's place of business and whose income is reported to the United States Internal Revenue Service, and/or a state for tax purposes. Partners and proprietors will also be treated as Employees if the Conditions of Eligibility requirements are met.

B400.0241

All Options

Employer: This term means MENTOR EXEMPTED VILLAGE SCHOOL DISTRICT

B400.0243

All Options

Full-Time: This term means:

You are not a Part-time Employee as defined by Your Employer and the average number of hours You worked for the six Months prior to the last full day worked was at least 30 hours per week at:

- Your Employer's place of business;
- Some place where the Employer's business requires You to travel; or
- Any other place You and Your Employer have agreed upon for the performance of Your job.

B400.0244

All Options

Gainful Occupation or Gainful Work: These terms mean work for which You are, or may become, qualified by:

- Training;
- Education; or
- Experience.

When You are able to perform such work, You can be expected to earn at least 80% of Your Insured Earnings, within 12 months of returning to work.

B400.0245

All Options

Government Plan: This term means any of the following:

- The United States Social Security Act;
- The Railroad Retirement Act;
- The Canadian Pension Plan; or
- Any other plan provided under the laws of a state, province or any other political subdivision.

It also includes:

- Any public employee Retirement Plan; or
- Any plan provided in place of the above named plan or acts.

It does not include:

- Any Workers' Compensation Act or similar law;
- The Jones' Act;
- The Longshoreman's and Harbor Workers' Compensation Act; or
- The Maritime Doctrine of Maintenance, Wages, or Cure.

B400.0246

All Options

Gross Weekly Benefit: This term means this Certificate's Weekly Benefit before it is integrated with other income and earnings.

B400.0247

All Options

Injury: This term means a bodily Injury due to an accident that occurs while You are covered by this Certificate. Subject to all other requirements, We will cover a Disability caused by an Injury when the Disability starts within 90 days of the date of such Injury.

B400.0248

All Options

Insured Earnings: Only Your earnings from the Employer will be included as Insured Earnings.

We calculate benefit amounts and limits based on the amount of Your Insured Earnings as of the Redetermination date immediately prior to the start of Your Disability. See the Redetermination section of this Certificate.

B400.0250

All Options

- **For Partners And S Corporation Shareholders:** Insured Earnings means the sum of the amounts listed below, divided by 52.
 - Your compensation as an Employee or S Corporation shareholder, or guaranteed payments as a Partner, as reported on Your Federal Income Tax Return(s), 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.

- Your non-passive income (loss) from trade of business as reported on Schedule E - Part II of Your Federal Income Tax Return(s), Form 1040, for the prior calendar year, less any expenses incurred and reported elsewhere on Your Return; and
- Your contributions during the prior calendar year, deposited into a:
 - Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
 - Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

You may not have been a partner or S Corporation shareholder for the full prior calendar year. In that case, Your earnings are based on the weekly average of the sum of the listed amounts averaged for the full number of weeks that You were a partner or S Corporation shareholder during that calendar year.

- **For Sole Proprietors:** Insured Earnings means the sum of the amounts listed below.
 - Your average weekly net profit as determined from Schedule C - Part II of Your Federal Income Tax Return(s), Form 1040 for the prior calendar year.
 - Your average weekly contribution during the prior calendar year deposited into a:
 - Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
 - Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

Weekly net profit is calculated as gross income less total expenses.

You may not have been a sole proprietor for the prior calendar year. In that case, We calculate average weekly net profit and average weekly contributions using the full number of weeks that You were a sole proprietor during such time.

- **For Any Other Employee Who Receives Base Salary Only:** Insured Earnings means Your base weekly salary from the Employer. Your base weekly salary will include shift differential.

The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- 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 not included.

The term also does not include:

- Bonuses;
- Commissions;
- Overtime pay;
- Expense accounts;
- Stock options; and
- Any other extra compensation.

If You are paid hourly, We calculate weekly earnings based on actual hours worked or billed in the eight weeks before the start of Your Disability. We do not include pay for hours worked or billed over 40 per week.

- **For Employees Who Are Compensated On Less Than A 12 Month Basis:** Insured Earnings means Your average rate of weekly earnings determined from Your annual contract salary. If You do not have an annual contract salary, Insured Earnings means Your prior calendar year salary divided by twelve. Your annual contract or prior calendar year salary will include shift differential.

The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- 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 not included.

The term also does not include:

- Overtime pay;
- Expense accounts;
- Stock options; and
- Any other extra compensation.

If You are paid hourly, We calculate weekly earnings based on actual hours worked or billed in the eight weeks before the start of Your Disability. We do not include pay for hours worked or billed over 40 per week.

- **For Employees Whose Income Is Reported On A IRS Form 1099:** Insured Earnings means Your average rate of weekly earnings as figured from the 1099 form(s) received from the Employer for the prior calendar year. Earnings are calculated as Your earned income as reported on the 1099 form(s) minus business expenses as reported on Schedule C - Part II of Your Federal Income Tax Return(s), Form 1040. Your average rate of weekly earnings is calculated as such earnings divided by 52 or the number of weeks You worked for the Employer during such calendar year, if less than 52.

The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

B400.0253

All Options

Maximum Capacity Earnings: This term means the income You could earn if working to the fullest extent to which You are able in Your Own Job. We decide the fullest extent of work You are able to do based on objective data provided by any or all of the following sources:

- Your treating Doctor;
- Impartial medical or vocational exams;
- Peer review specialists;
- Functional capacities exams; and
- Other medical and vocational specialists whose area of expertise is appropriate to Your Disability.

B400.0261

All Options

Maximum Payment Period: This term means the longest time that benefits are paid by this Certificate, subject to all terms, limitations and exclusions.

B400.0262

All Options

Month or Months or Monthly: These terms mean a consecutive 30 day period.

B400.0264

All Options

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

B400.0265

All Options

Objective Medical Evidence: This term includes, but is not limited to:

- Diagnostic testing;
- Laboratory reports; and
- Medical records of a Doctor's exam documenting clinical signs, presence of symptoms and test results consistent with generally accepted medical standards supported by nationally recognized authorities in the health care field.

B400.0266

All Options

Objective Proof of Your Restrictions and Limitations: During the Own Job period this term means objective proof of Your inability to perform the duties of Your Own Job, and including all restrictions and limitations relating to Your inability to work.

B400.0267

All Options

Own Job: This term means Your job for the Employer. We use the job description provided by the Employer to determine the duties and requirements of Your Own Job.

B400.0268

All Options

Part-Time: This term means:

- With respect to eligibility for benefits, the ability to work and earn between 40% and 80% of Insured Earnings.

B400.0270

All Options

Policy: This term means the group Short Term Disability income coverage described in the Policy and this Certificate.

B400.0272

All Options

Reasonable Accommodation: This term means any modification or adjustment that the Employer willingly provides to:

- A job;

- An employment practice;
- A work process; or the work place.

The modification or adjustment must make it possible for a Disabled person to:

- Reach the same level of performance as a similarly situated non-disabled person; or
- 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.

B400.0274

All Options

Recurring Disability: This term means a later Disability that:

- Is related to an earlier Disability for which this Certificate paid benefits; and
- Meets the conditions described in the Recurring Disability section of this Certificate.

B400.0275

All Options

Regular and Appropriate Care: This term means, with respect to Your disabling condition(s) and any other condition(s) which, if left untreated, would adversely affect Your disabling condition, You:

- Visit a Doctor as frequently as medically required, according to generally accepted medical standards, to effectively manage these conditions; and
- Are receiving the most appropriate treatment, according to generally accepted medical standards, designed to achieve maximum medical improvement in these conditions.

Treatment must be provided by a Doctor or Doctors whose specialty is most appropriate according to generally accepted medical standards for You:

- Disability; and
- Any other conditions which left untreated would adversely affect Your disabling condition.

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.

B400.0276

All Options

Rehabilitation Agreement: This term means a formal agreement between:

- You;
- Us; and
- Your Employer, if needed.

It outlines the Rehabilitation Program in which You agree to take part.

B400.0277

All Options

Rehabilitation Program: This term means a program of work or job-related training for You that We approve in writing. Its aim is to restore Your wage earning abilities.

B400.0278

All Options

Retirement Plan: This term means a defined benefit or defined contribution plan funded wholly or in part by the Employer's deposits for Your benefit. The term does not include:

- Profit sharing plans;
- Thrift plans;
- Non-qualified deferred compensation plans;
- Individual retirement accounts;
- Tax sheltered annuities;
- 401(k), 403(b), 457 or similar plans; or
- 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**.

B400.0282

All Options

Short Term Disability: This term means the Short Term Disability income coverage described in the Policy and this Certificate.

B400.0283

All Options

Sickness: This term means an illness or disease. Pregnancy is treated as a Sickness under this Certificate.

B400.0284

All Options

Spouse: This term means the person to whom You are legally married, as recognized and allowed by federal law, or state law in Your state of residence or the state in which the marriage was recorded.

B400.0492

All Options

We, Us and Our: These terms mean The Guardian Life Insurance Company of America.

B400.0286

All Options

Week: This term means, during the Elimination Period, a consecutive 7 day period.

B400.0287

All Options

Weekly Benefit: This term means this Certificate's Gross Weekly Benefit reduced by other income. If You are Working While Disabled, Your Weekly Benefit will be further reduced based on the amount of Your Disability Earnings.

B400.0288

All Options

Working While Disabled: This term means You are working and earning a gross monthly income of 20% or more of Insured Earnings.

B400.0290

All Options

You or Your: These terms mean the covered Employee.

B400.0291

All Options

SHORT TERM DISABILITY INCOME COVERAGE SCHEDULE OF BENEFITS

The Guardian Life Insurance Company of America

10 Hudson Yards
New York, New York 10001
(212) 598-8000

Effective January 1, 2024 this Schedule of Benefits is attached to the Certificate. This Schedule of Benefits replaces any previously issued Schedule of Benefits.

B400.0630

All Options

Elimination Period During Disability For Disability due to Injury none

For Disability due to Sickness 7 days

B400.0632

All Options

Maximum Payment Period For Each Disability For Disability due to Injury 26 weeks

For Disability due to Sickness 26 weeks

The Maximum Payment Period for a pre-existing condition will be limited to a maximum of 2 weeks.

B400.0636

Options A , C

Gross Weekly Benefit 40% of Your Insured Earnings to a maximum benefit of \$1,500.00.

The benefit will be rounded to the nearest \$1.00, if not already a multiple of that amount.

Note: We integrate Your Gross Weekly Benefit with certain other income You may receive. Read all of the terms of this Certificate to see:

- The other income with which We integrate; and
- How We integrate.

B400.0639

Options B , D

Gross Weekly Benefit 60% of Your Insured Earnings to a maximum benefit of \$1,500.00.

The benefit will be rounded to the nearest \$1.00, if not already a multiple of that amount.

Note: We integrate Your Gross Weekly Benefit with certain other income You may receive. Read all of the terms of this Certificate to see:

- The other income with which We integrate; and
- How We integrate.

B400.0639

All Options

Proof of Insurability Requirements Depending on the coverage sought, You may be required to supply proof that the person applying for coverage is insurable for the type and amount of coverage selected. This requirement is called Proof of Insurability. For purposes of this section, any person applying for coverage requiring Proof of Insurability is referred to as an "applicant."

To determine if the applicant is required to submit Proof of Insurability for the type and amount of coverage sought, please see below.

Any applicant required to submit Proof of Insurability must complete and submit to Us an acceptable Enrollment/Change form. We may also require the completion of additional forms so that we may determine whether the applicant is insurable, according to Our underwriting standards for the type and amount of insurance for which the applicant applied. To determine if the applicant is insurable, We may also need to obtain and review the applicant's:

- Health and medical history;
- Prescription history;
- Records relating to treatment;
- Diagnostic testing;
- Hospitalization and the like; and
- Records pertaining to the applicant's driving and motor vehicle history.

No coverage requiring Proof of Insurability will become effective unless and until it is approved by Us in writing. Our receipt of any premiums associated with coverage requiring Proof of Insurability does not waive or modify any requirement that must be satisfied for coverage to begin, including but not limited to the requirement that the applicant submit Proof of Insurability. In the event that any premiums are overpaid, Our only obligation is to return the amount of overpaid premiums.

The Employer, or its designee, must give Us complete and accurate information so that we may determine:

- Who is insured;

- The type and amount of coverage for which someone is insured; and
- Any other information required so that Guardian may meet its obligations under the Certificate.

We require Proof of Insurability as follows:

If You:

- Do not meet this Certificate's enrollment requirement within 30 days after You first become eligible; or
- Enroll after You previously had coverage which ended because You failed to make a required payment.

We will require Proof of Insurability. And, You will not be covered until We approve that proof in writing.

If Your active Full-Time work ends before You meet any Proof of Insurability requirements that apply, You will still have to meet those requirements if You are later re-employed by the Employer or an associated company within 30 days.

If You request to change Your plan election to a higher level of coverage, Proof of Insurability is required. You will not be covered for the higher level of coverage until We approve that proof in writing.

Any level of coverage that requires Proof of Insurability takes effect on the date We approve that proof in writing. But, You must be Actively At Work on a Full-Time basis on that date. If You are not, the new level of coverage will take effect on the date You return to Active Work on a Full-Time basis. In any case, the new level of coverage will not apply to a Recurring Disability.

B440.1017

All Options

Changes To Coverage

Changes In Coverage Amounts If You are not Actively At Work on a Full-Time basis, any change in Your amount of coverage will not become effective prior to the date You return to Active Work on a Full-Time basis.

Changes In Insurance Classification If Your classification changes, coverage will not be changed to the new amount until the first day on which You are: (1) Actively At Work on a Full-Time basis; and (2) make a contribution, if required, for the new classification.

If a contribution is required for the new classification for which a larger amount of coverage is provided, You must make the required contribution for the new amount within 31 days of the change. If You do not make the required contribution within 31 days of the change or within 31 days of becoming Actively At Work on a Full-Time basis, if You are not Actively At Work on a Full-Time basis, when Your classification changes, no increase will be allowed due to such change or any later change. In that case, in order to become covered for the larger amount, You must:

- Make the required contribution for the new amount; and
- Furnish Proof of Insurability to Us, which We approve in writing.

If the coverage amount was previously reduced because of age or retirement, it will be retained at the reduced amount.

B400.0661

CERTIFICATE AMENDATORY RIDER

This Rider is effective on the Policy Date. If this Rider is added after the Policy Date, the Rider becomes effective on its issue date.

This Rider amends the Certificate by the replacement of the following Benefit Provisions:

Other Income Benefits: You may receive, or be entitled to receive, income shown in the list below. We will reduce Your Gross Weekly Benefit by such other income benefits to determine Your Weekly Benefit from this Certificate.

- Commissions or monies received, payable but not deferred, or paid after Disability benefits start.

This includes:

- Vested and nonvested renewal commissions;
- Bonuses;
- Royalties; and
- 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 policies or plans of the Employer. This includes payments made by a group life insurance plan due to Your Disability. This does not include payments made from a group life insurance plan's:
 - Accelerated death benefit; or
 - Like provision that allows payment of such plan's proceeds due to terminal illness.
- Disability benefits from any other group policy or plan; but, if the other group plan was in force prior to this Certificate, and the other group plan also deducts for Disability benefits from any other group plan, We will not deduct these other group Disability benefits.
- Income from sick leave, salary continuance or paid time off, exclusive of vacation time accrued prior to Disability, but only to the extent that such income plus the amount of Your Gross Weekly Benefit is more than 100% of Your Insured Earnings. This applies whether such benefits are sponsored on a formal or informal basis.

This includes:

- Donated;
- Lump sum; and
- Recurrent payments of accrued sick leave benefits.

But, if You are Working While Disabled, We will account for such income as described in Adjustment of Weekly Benefit for Disability Earnings.

- Income received from partnership distributions but only to the extent that such income plus the amount of Your Gross Weekly Benefit is more than 100% of Your Insured Earnings.
- Benefits from: The United States Social Security Act; The Railroad Retirement Act; or any other like U.S. or Canadian plan or act.

This includes:

- (a) All Disability benefits for which: (i) You are entitled; and (ii) Your Spouse and children are entitled due to Your Disability;
- (b) All unreduced retirement benefits for which: (i) You are entitled and awarded; and (ii) Your Spouse and children are entitled and awarded due to Your entitlement; and
- (c) All reduced retirement benefits paid to: (i) You; and (ii) Your Spouse and children due to Your receipt of such benefits.

We do not reduce Your Gross Weekly Benefit by the retirement benefits described in (b) and (c) above, to the extent that You and Your dependents were entitled and awarded to receive such income prior to the start of Disability. We will reduce the Gross Weekly Benefit by marginal increases in such income You and Your dependents were entitled and awarded after Disability begins.

We will reduce Your Gross Weekly Benefit by Your dependent's benefits described in (a), (b) and (c) above if: (i) the dependent's benefits are provided to You by the Social Security Administration; (ii) at the time that the Social Security Administration makes its first payment of the dependent benefits described in (a), (b), and (c) above, the dependent child remains a minor dependent or an adult Disabled dependent; and (iii) the dependent benefits You are entitled to are greater than any dependent benefit being received by another person. Under these circumstances, We will reduce Your Gross Weekly Benefit by the difference between the amount the dependent was awarded under the prior recipient and the amount awarded the dependent under Your benefits.

We do not reduce Your Gross Weekly Benefit by the benefits to which You are entitled, as described in (a), (b), and (c) above unless such benefits are greater than any widow/widower benefit You are receiving. And then We reduce Your Gross Weekly Benefit by the difference.

- Income of the type that is included in Your Insured Earnings for purposes of determining Your Gross Weekly Benefit under this Certificate.
- That portion of Retirement Plan retirement benefits which the Employer funds.
- That portion of Retirement Plan Disability benefits which the Employer funds.

- Retirement benefits or Retirement Plan disability benefits, due to Your Disability, from any Government Plan other than those shown above.
- Disability benefits from any:
 - No-Fault Motor Vehicle Coverage;
 - Motor vehicle financial responsibility act; or
 - Like law.
- Payment or settlement, with or without admission of liability, from: A Workers' Compensation law; an occupational disease law; or any other act or law of like intent.

This includes:

- The Jones' Act;
- The Longshoreman's and Harbor Workers' Compensation Act; or
- Any Maritime doctrine of Maintenance, Wages or Cure.

If You receive a payment net of attorney fees approved by the Workers' Compensation Board or similar authority, We reduce Our benefit by the net payment.

- Disability benefits from any third party when Your Disability is the result of the negligence or intentional tort liability of that third party.
- Unemployment compensation benefits.
- Payment from Your Employer as part of a termination or severance agreement.
- Payments from a paid leave, or a similar plan that pays for an approved leave, but only to the extent that such income plus the amount of Your Gross Weekly Benefit is more than 100% of Your Insured Earnings.

We reduce Your Gross Weekly Benefit with income shown above that You are entitled to receive without regard to the reason You are entitled to receive it.

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

B440.0019

All Options

Other Income Not Subject to Deduction: We will not reduce Your Gross Weekly Benefit by any income You receive or are entitled to receive from the list below.

- Deferred compensation arrangements such as 401(k), 403(b) or 457 plans;
- Profit sharing plans;
- Thrift plans;

- Tax sheltered annuities;
- Stock ownership plans;
- Individual Retirement Accounts (IRA);
- Individual disability income policies;
- Credit disability insurance;
- Non-qualified plans of deferred compensation;
- Pension plans for partners;
- Retirement plans of another Employer not affiliated with this Certificate;
- Military pension and disability plans;
- Critical Illness insurance, unless the benefit is paid out as a wage replacement benefit;
- Accident insurance, unless the benefit is paid out as a wage replacement benefit;
- Specified Disease insurance, unless the benefit is paid out as a wage replacement benefit;
- Cancer insurance, unless the benefit is paid out as a wage replacement benefit.

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

The Guardian Life Insurance Company of America



Michael Prestileo, Senior Vice President

B440.0026

CERTIFICATE AMENDATORY RIDER

This Rider amends the Short Term Disability Certificate as follows and is effective on January 1, 2024.

This Rider amends the Certificate by replacing the Subrogation provision as shown below.

Subrogation: When this Certificate pays a benefit, We will immediately be subrogated to Your rights of recovery from any third party to the full extent of benefits paid. However, if less than the full value of the loss is recovered for comparative negligence, Our claim shall be diminished in the same proportion as Your interest is diminished. If a dispute regarding the distribution of the recovery of the claim arises, either party may file an action under Chapter 2721 of the Revised Code of Ohio to resolve the issue of the distribution of the recovery.

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

The Guardian Life Insurance Company of America



Michael Prestileo, Senior Vice President

B440.0805

All Options

AMENDATORY RIDER

This Rider amends the Certificate to include the following and is effective on the Policy Date.

Additional Services and discounts

Guardian has arranged to make a select number of services and discounts available to you through a third party.

These services and discounts include the following:

B601.0288

- Claims integration services

Complete details about the services and discounts are available by calling us at 800-627-4200.

You aren't obligated to use these optional services and discounts to obtain benefits under your Plan.

When your coverage under this Plan ends, your access to this program will also end.

We reserve the right to terminate, change or replace this program at any time.

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

The Guardian Life Insurance Company of America



Michael Prestileo, Senior Vice President

B601.0267

All Options

The following notice applies if your plan is governed by the Employee Retirement Income Security Act of 1974 and its amendments. This notice is not part of the Guardian plan of insurance or any employer funded benefits, not insured by Guardian.

STATEMENT OF ERISA RIGHTS

**The Guardian Life Insurance Company of America
10 Hudson Yards
New York, New York 10001
(212) 598-8000**

Your group Short Term and/or Long Term Disability Income benefits may be covered by the Employee Retirement Income Security Act of 1974 (ERISA). If so, you are entitled to certain rights and protections under ERISA.

ERISA provides that all plan participants shall be entitled to:

**Receive Information
about Your Plan and
Benefits**

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

**Prudent Actions by
Plan Fiduciaries**

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

**Enforcement of
Your Rights**

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

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

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

Disability Benefits Claims Procedure If you seek benefits under the plan you should complete, execute and submit a claim form. Claim forms and instructions for filing claims may be obtained from The Guardian Life Insurance Company of America (hereinafter referenced as Guardian).

Guardian is the Claims Fiduciary with discretionary authority to interpret and construe the terms of the Policy, the Certificate, the Schedule of Benefits, and any riders, or other documents or forms that may be attached to the Certificate or the Policy, and any other plan documents. Guardian has discretionary authority to determine eligibility for benefits and coverage under those documents. Guardian has the right to secure independent professional healthcare advice and to require such other evidence as needed to decide your claim.

In addition to the basic claim procedure explained in your certificate, Guardian will also observe the procedures listed below. These procedures are the minimum requirements for benefit claims procedures of employee benefit plans covered by Title 1 of ERISA.

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

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

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

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

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

B997.0370

**Adverse Benefit
Determination**

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

- The specific reason(s) for the adverse determination;
- References to the specific provisions in the Policy, Certificate, plan or other documents, on which the determination is based;
- A description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary;
- A description of the plan's claim review procedures which a claimant may follow to have a claim for benefits reviewed and the time limits applicable to such procedures;
- A statement disclosing any internal rule, guideline, protocol or similar criterion relied on in making the adverse benefit determination (or a statement that such information will be provided free of charge upon request); or a statement that no internal rule, guideline, protocol or similar criterion was relied upon in making the adverse benefit determination;
- If applicable, an explanation of the basis of disagreement with or not following the views presented by you, of health care professionals who treated you and vocational professionals who evaluated you;
- If applicable, an explanation of the basis for disagreeing with or not following the views of any medical or vocational expert whose advice was obtained on our behalf in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the determination;

- If applicable, an explanation of the basis for disagreeing with or not following a disability determination made by the Social Security Administration that you present to us;
- A description of the plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on appeal, and;
- In the case of an adverse benefit determination based on medical necessity or experimental treatment, notice will either include an explanation of the scientific or clinical basis for the determination, or a statement that such explanation will be provided free of charge upon request.

**Appeal of Adverse
Benefit
Determinations**

If a claim is wholly or partially denied, the claimant will have up to 180 days to make an appeal. Guardian will conduct a full and fair review of an appeal which includes providing to claimants the following:

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

In reviewing an appeal, Guardian will:

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

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

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

In the event Guardian denies the appeal of an adverse benefit determination, it will:

- Provide the specific reason or reasons why the appeal was denied;
- Refer to the specific provisions in the Policy, Certificate, plan, or other documents on which the benefit determination is based;
- Provide a statement that the claimant is entitled to receive, upon request and free of charge, reasonably access to, and copies of all documents, records, and other information relevant to the claimant's claim for benefits;
- Provide a statement disclosing any internal rule, guideline, protocol or similar criterion relied on in making the adverse benefit determination (or a statement that such information will be provided free of charge upon request); or a statement that no internal rule, guideline, protocol or similar criterion was relied upon in making the adverse benefit determination;
- If applicable, provide an explanation of the basis of disagreement with or not following the views presented by you, of health care professionals who treated you, and vocational professionals who evaluated you;
- If applicable, provide an explanation of the basis for disagreeing with or not following the views of any medical or vocational expert whose advice was obtained on our behalf in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the determination;
- If applicable, provide an explanation of the basis for disagreeing with or not following a disability determination made by the Social Security Administration that you present to us;
- Provide a statement describing the claimant's right to bring a civil suit under Section 502(a) of the Employee Retirement Income Security Act of 1974 which shall also describe any applicable contractual limitations period that applies the claimant's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim, and;

- In the event the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, provide either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

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

In addition to any legal rights you may have under section 502(a), if you believe that we have violated ERISA's procedural requirements, you may request that we review any claimed violation(s) and we will respond to you within ten days.

B997.0371

You May not be covered by all options in this Certificate.

This Certificate contains all the benefits and options that are available under the Policy. You are insured only for those benefits and options that you are eligible and enrolled for, and for which the required premium has been paid.

CERTIFICATE OF COVERAGE

The Guardian

10 Hudson Yards
New York, New York 10001
(212) 598-8000

The group Long Term Disability Income Coverage described in this Certificate is attached to the group Policy effective January 1, 2024. This Certificate replaces any Certificate previously issued under this Plan or under any other plan providing similar or identical benefits issued to the planholder by Guardian.

GROUP LONG TERM DISABILITY INCOME COVERAGE

Guardian certifies that the Employee to whom this Certificate is issued is eligible for the coverage, and in the amount described herein. In order to be eligible for coverage, the Employee must: (a) satisfy all of this Certificate's eligibility and Effective Date requirements; (b) be listed in Our and/or the Policyholder's records as a validly covered Employee under this Certificate; (c) all required premium payments must have been made by or on behalf of the Employee; and (d) satisfy any necessary Proof of Insurability requirements.

The Employee is not covered by any part of this Plan for which he or she has waived coverage. Such a waiver of coverage is shown in Our and/or the Policyholder's records.

Policyholder: MENTOR EXEMPTED VILLAGE SCHOOL DISTRICT
Group Policy Number: 00057022

The Guardian Life Insurance Company of America



Michael Prestileo, Senior Vice President

B400.0341

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All Options

GENERAL PROVISIONS

Applicable Benefits

This Certificate may include multiple benefit options and types of benefits. You will only be covered for benefits if:

- They were previously selected in an acceptable manner and mode, such as an enrollment form or other required form; and
- We have received any required premium.

B400.0343

All Options

Limitation of Authority

Only the President, a Vice President or a Secretary of Guardian, has the authority to act for Us in a written and signed statement to:

- Determine whether any contract, Policy or Certificate is to be issued;
- Waive or alter any contract or Policy provisions, or any of Our requirements;
- Bind Us by any statement or promise relating to the contract issued or to be issued; or
- Accept any information or representation which is not in a signed application.

Agents and brokers do not have the authority to change the contract or Policy or waive any of its provisions.

B400.0344

All Options

Incontestability

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

No statement in any application, except a fraudulent statement, made by You will be used to contest the validity of Your insurance or to deny a claim for a loss incurred, or for a disability which starts, after such insurance has been in force for two years during Your lifetime.

If this Certificate replaces a plan Your Employer had with another insurer, We may rescind this Certificate based on misrepresentations or omissions made by the Employer or You in a signed application for up to two years from the Effective Date of the Policy.

In the event Your insurance is rescinded, We will refund premiums paid for the periods such insurance is void. The premium paid by You will be sent to Your last known address on file with Your Employer or Us.

B400.0345

All Options

Examination

We have the right to have a Doctor(s) of Our choice examine the person for whom a claim is being made under this Certificate as often as We feel necessary. We will pay for all such examinations.

B400.0347

All Options

ELIGIBILITY FOR LONG TERM DISABILITY INCOME COVERAGE

Conditions Of Eligibility

You are eligible for Long Term Disability if You are:

- In an eligible class of Employees;
- An active Full time Employee;
- Legally working in the United States and/or Canada or working outside of the United States for a United States based Employer in a country or region approved by Us; and
- Working at least the minimum required number of hours of an Employee in Your eligible class at:
 - The Employer's place of business;
 - Some place where the Employer's business requires You to travel; or
 - Any other place You and the Employer have agreed upon for the performance of occupational duties.

B400.0349

All Options

You are **not** eligible for Long Term Disability if You are:

- A temporary or seasonal Employee.

B400.0352

All Options

Enrollment Requirement: If You must pay all or part of the cost of Your coverage, We will not cover You until You enroll and agree to make the required payments.

B400.0354

All Options

Proof of Insurability: Part or all of Your insurance amounts may be subject to Proof of Insurability. The Schedule Of Benefits explains if and when We require proof. You will not be covered for any amount that requires such proof until You give the proof to Us and We approve that proof in writing.

B400.0355

All Options

The Waiting Period: If You are in an eligible class, You are eligible for Long Term Disability under this Certificate after You complete the service waiting period, if any, established by the Employer.

B400.0356

All Options

Multiple Employment: If You work for both the Employer and a covered associated company, or for more than one covered associated company, We will treat You as if only one firm employs You. You will not have multiple Long Term Disability coverage under this Policy. But, if this Policy uses the amount of Your Insured Earnings to set the rates, determine class, figure coverage amounts, or for any other reason, such Insured Earnings will be figured as the sum of Your Insured Earnings from all covered Employers.

B400.0357

All Options

When Coverage Starts

For coverage to start, You must be fully capable of performing the major duties of Your Own Occupation for the Employer and working the minimum required number of hours of an Employee in Your eligible class at 12:01 A.M. Standard Time for Your place of residence on Your scheduled Eligibility Date. And, for coverage to start, You must meet all of the Conditions of Eligibility described above and the conditions shown below which apply to You. If You are not fully capable of performing the major duties of Your Own Occupation on Your scheduled Eligibility Date, We will postpone the start of Your coverage until You are so capable and working the minimum required number of hours of an Employee in Your eligible class for one full day, with the capacity to do so for one full week.

Whether You must pay all or part of the cost of Your coverage, You must elect to enroll and agree to make the required payments before Your coverage starts. If You do this on or before Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You do this within 31 days after Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You elect to enroll and agree to make the required payments more than 31 days after Your Eligibility Date, Your coverage will not start until You send Us Proof of Insurability. Once We have approved such proof, Your coverage is scheduled to start on Your approved Eligibility Date.

B400.0359

Exception to When Coverage Starts

Sometimes a scheduled Eligibility Date is not a regularly scheduled work day. If the scheduled Eligibility Date falls on:

- A holiday;
- A vacation day;
- A non-scheduled work day;
- A day during an approved leave of absence not due to Sickness or Injury, of 90 days or less; or
- A day during a period of absence that is less than 7 days in duration;

and if:

- You are fully capable of performing the major duties of Your Own Occupation for the Employer for the minimum number of hours of an Employee in Your eligible class at 12:01 AM Standard Time for Your place of residence on the scheduled Eligibility Date; and
- You were performing the major duties of Your Own Occupation and working the minimum number of hours of an Employee in Your eligible class on Your last regularly scheduled work day.

Your coverage will start on the scheduled Eligibility Date. However, any coverage or part of coverage for which You must elect and pay all or part of the cost, will not start if You are on an approved leave, layoff or absence and such coverage or part of coverage was not previously in force for You under a prior plan which this Certificate replaced.

Any part of Your coverage which is subject to Proof of Insurability will not start unless You send such proof to Us, and We approve it in writing. Once We have approved it, that part of Your coverage is scheduled to start on Your approved Eligibility Date.

B400.0364

All Options

Delayed Eligibility Date For Long Term Disability Income Coverage: If due to Sickness or Injury, You are not Actively At Work and working the minimum required number of hours of an Employee in Your eligible class, on Your scheduled Eligibility Date for Long Term Disability, We will postpone coverage for an otherwise covered loss for any condition(s) that prevent you from meeting the Active Work requirement. We will postpone such coverage until You complete one full day of Active Work, working the minimum required number of hours of an eligible class, with the capacity to do so for one full week without missing a work day due to the same condition(s). Coverage for an otherwise covered loss due to all other conditions will start on the date You return to Active Work working the minimum required number of hours of Your eligible class and performing the regular duties of Your Occupation.

B400.0365

All Options

Transfer Business Exception: If, due to Sickness or Injury, You are not Actively at Work and not working the minimum required number of hours of an Employee in Your eligible class, on Your scheduled Eligibility Date, You will be insured for Long Term Disability if:

- You were insured under the prior insurer's group Long Term Disability plan with this Employer at the time the prior insurer's group Long Term Disability policy ended and the group Long Term Disability Policy became effective with Us, with no break in group coverage;
- You were a member of an eligible class under the prior carrier's group Long Term Disability plan and are eligible under this Certificate;
- Premiums for You were paid up to date for the prior carrier's group policy and this Certificate;
- You are not receiving or eligible to receive benefits under the prior insurer's group Long Term Disability policy. If you continue to be incapable of performing the major duties of Your Own Occupation for the Employer and subsequently become Disabled, any disability benefit payable will be the lesser of:
 - The Long Term Disability benefit payable under this Certificate; or
 - The Long Term Disability benefit payable under the prior insurer's group disability policy had it remained in force.

However, if the Pre-Existing Condition provision under the prior carrier's group Long Term Disability policy would apply, and would have resulted in no benefits being payable to You had the prior carrier's group Long Term Disability policy stayed in force, no Long Term Disability benefit will be payable or benefits may be limited.

B400.0366

When Coverage Ends

Your coverage will end on the first of the following dates:

- The date Your Active Full-Time Work ends for any reason, except as shown below under Continuation Of Coverage.
- The date You stop being an eligible Employee under this Certificate.
- The date You are no longer working in the United States and/or Canada, or no longer working outside of the United States for a United States based Employer in a country or region approved by Us. Any incidental business or personal travel outside of the United States and/or Canada, or outside of a country or region approved by Us, is covered. Such travel will be considered incidental if it is for a period not to exceed 30 consecutive days.
- The date the group Certificate ends, or is discontinued for a class of Employees to which You belong.
- The last day of the period for which required payments are made for You.
- The date You die.

You may have the right to continue certain group benefits for a limited time after Your coverage would otherwise end. Read this Certificate carefully for details and discuss with your Employer or administrator. Any provisions that allow continuation of such group benefits must be offered and administered on a fair and equitable basis.

B400.0371

CONTINUATION OF COVERAGE

Coverage During Disability

You may be Disabled when Your Active Full-Time Work ends In that case, Your coverage will remain in force during the:

- Elimination Period, subject to payment of required premiums; and
- The period of time for which benefits are payable by this Certificate.

But, in order for Your coverage to continue, the Disability:

- Must be covered by this Certificate;
- And benefits must not be excluded due to this Certificate's Pre-Existing Conditions provision, or any other exclusion.

If You're Disabled when Your Active Full-Time Work ends due to a job-related Injury or Sickness for which benefits are not payable Your coverage will remain in force until the earlier of the date:

- You are terminated from employment with the Employer; or
- You have been Disabled for 6 Months.

B400.0378

LONG TERM DISABILITY INCOME COVERAGE

This coverage replaces part of Your income if You become Disabled due to a covered Sickness or Injury. What We pay is governed by all the terms of this Policy.

This Certificate includes the Long Term Disability Schedule of Benefits. Your class and benefit options are shown in the Schedule of Benefits that applies to You.

Terms with special meanings are defined, and are capitalized. See the definitions section of this Certificate. Other terms with special meanings are defined where they are used.

Benefit Provisions

How Payments Start: To start getting payments from this Certificate, You must meet all of the conditions listed below and elsewhere in this Certificate.

- You must:
 - Become Disabled while covered by this Plan; and
 - Remain Disabled and covered for this Plan's Elimination Period.
- You must provide Proof of Loss, as described in Claim Provisions.

Benefits accrue as of the first day after the end of the Elimination Period, subject to all Certificate terms.

You can satisfy the Elimination Period while working, provided You are Disabled.

Waiver Of Premium: We waive Your premiums for this coverage and for short term disability income coverage while You are entitled to receive a Monthly Benefit payment from this Certificate.

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

- The date You are no longer Disabled.
- The date You fail to provide Proof of Loss as required by this Certificate.
- The date You earn, or are able to earn, the maximum earnings allowed while Disabled under this Certificate.
- The date You are able to perform the major duties of Your Own Occupation on a Full-Time basis with Reasonable Accommodation.
- After the Own Occupation period, the date You are able to perform the major duties of any Gainful Work on a Full-Time basis with Reasonable Accommodation.

- The date You die.
- The end of the Maximum Payment Period.
- The date no further benefits are payable under any provision in this Certificate that limits the Maximum Payment Period.
- The date You are no longer receiving Regular and Appropriate Care from a Doctor.
- The date payments end in accordance with a Rehabilitation Agreement.
- The date You refuse to take part in a Rehabilitation Program.

B400.0402

All Options

Maximum Payment Period: The Maximum Payment Period is shown in the Schedule Of Benefits. But, it may be less than that shown due to:

- The nature of Your Disability;
- The date You were first treated for the cause of Your Disability; and
- The length of time You have been covered by this Certificate.

See Disabilities With A Limited Maximum Payment Period and Pre-Existing Conditions.

Benefits payable during the Maximum Payment Period will not be affected by the termination of the Certificate, subject to all the terms and conditions of the Certificate that were in effect on the first date of Your Disability. Any change to the Certificate with an Effective Date after the first date of Your Disability will not apply to benefits payable during the Maximum Payment Period.

B400.0446

All Options

Recurring Disability: Benefits from this Certificate end if You cease to be Disabled. But, a later Disability may be treated as a Recurring Disability, if all of the conditions listed below are met:

- You must return to Active Work right after Your benefits end.
- The Disability recurs less than six Months after You were last entitled to benefits.
- The later Disability must be due to the same or related cause of Your earlier Disability.
- This Certificate must not end during Your return to Active Work.
- You must not become covered under any other similar group income replacement plan during the time You return to Active Work.

- When You return to Active Work after being Disabled, You must be covered by this Certificate and all required premium must be paid.
- A subsequent Disability will not be considered a Recurrent Disability if Your benefits for the prior Disability ended because Your prior Disability had been paid for the Maximum Payment Period.

If the later Disability is a Recurring Disability, You will not need to satisfy a new Elimination Period. The Recurring Disability will be subject to all the terms of this Certificate in effect on the date the earlier Disability began.

If all of the conditions listed above are not met, the later Disability will be treated as a new period of Disability. You will be required to satisfy a new Elimination Period. The new period of Disability will be subject to all the terms of this Certificate in effect on the date the new period of Disability starts.

B400.0453

All Options

Calculation of Monthly Benefit: Your benefit is governed by the terms of this Certificate in effect on the date Disability starts. Any changes to this Certificate that take place as follows are inapplicable to, and will not affect, Your benefit:

- While You are Disabled; or
- During a period of Active Work that occurs between an initial period of Disability and a Recurring Disability.

We calculate Your Gross Monthly Benefit according to the Schedule of Benefits.

From Your Gross Monthly Benefit, subtract the amount of any income listed in Other Income Benefits that You receive or are entitled to receive. The result is Your Monthly Benefit.

B400.0455

All Options

Redetermination: This Certificate redetermines Your Insured Earnings on each January 1st , the Employer must report current Insured Earnings for all Employees under this Certificate. Changes to Your Insured Earnings are subject to any Proof of Insurability requirements that may apply to this Certificate. As of this Certificate's redetermination date, We use Your Insured Earnings on record with Us to:

- set rates;

- project benefit amounts and limits; and
- calculate premium payable under this Certificate.

You must be actively-at-work on a Full-Time basis on that date. If You are not, We do not do this until the date You return to Active Work on a Full-Time basis. But, changes in earnings will not apply to a Recurring Disability.

B400.0474

All Options

Other Income Benefits: You may receive, or be entitled to receive, income shown in the list below.

We will reduce Your Gross Monthly Benefit by such other income benefits to determine Your Monthly Benefit from this Certificate.

- Commissions or monies received, payable but deferred, or paid after Disability benefits start.

This includes:

- Vested and nonvested renewal commissions;
- Bonuses;
- Royalties; and
- 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 policies or plans of the Employer. This includes payments made by a group life insurance plan due to Your Disability. This does not include payments made from a group life insurance plan's:
 - Accelerated death benefit; or
 - Like provision that allows payment of such plan's proceeds due to terminal illness.
- Disability benefits from any other group policy or plan; but, if the other group plan was in force prior to this Certificate, and the other group plan also deducts for disability benefits from any other group plan, We will not deduct these other group disability benefits.
- Income from sick leave, salary continuance or paid time off, exclusive of vacation time accrued prior to Disability, but only to the extent that such income plus the amount of Your Gross Monthly Benefit is more than 100% of Your Indexed Insured Earnings. This applies whether such benefits are sponsored on a formal or informal basis. This includes:
 - Donated;
 - Lump sum; and

- Recurrent payments of accrued sick leave benefits.

But, if You are working while Disabled, We will account for such income as described in Adjustment of Monthly Benefit for Disability Earnings.

- Income received from partnership distributions but only to the extent that such income plus the amount of Your Gross Monthly Benefit is more than 100% of Your Indexed Insured Earnings.
- Benefits from: The United States Social Security Act; The Railroad Retirement Act; or any other like U.S. or Canadian plan or act.

This includes:

- (a) All disability benefits for which: (i) You are entitled; and (ii) Your spouse and children are entitled due to Your Disability;
- (b) All unreduced retirement benefits for which: (i) You are entitled and awarded; and (ii) Your spouse and children are entitled and awarded due to Your entitlement; and
- (c) All reduced retirement benefits paid to: (i) You; and (ii) Your spouse and children due to Your receipt of such benefits.

We do not reduce Your Gross Monthly Benefit by the retirement benefits described in (b) and (c) above, to the extent that You and Your dependents were entitled and awarded such income prior to the start of Disability. We will reduce the Gross Monthly Benefit by marginal increases in such income You and Your dependents were entitled and awarded after Disability begins.

We will reduce Your Gross Monthly Benefit by Your dependents' benefits described in (a), (b) and (c) above if: (i) the dependents' benefits are provided to You by the Social Security Administration; (ii) at the time that the Social Security Administration makes its first payment of the dependent benefits described in (a), (b), and (c) above, the dependent child remains a minor dependent or an adult Disabled dependent, and (iii) the dependent benefits You are entitled to are greater than any dependent benefit being received by another person. Under these circumstances, We will reduce Your Gross Monthly Benefit by the difference between the amount the dependent was awarded under the prior recipient and the amount awarded the dependent under Your benefits.

We do not reduce Your Gross Monthly Benefit by the benefits to which You are entitled, as described in (a), (b), and (c) above unless such benefits are greater than any widow/widower benefit You are receiving. And then We reduce Your Gross Monthly Benefit by the difference.

- Income of the type that is included in Your Insured Earnings for purposes of determining Your Gross Monthly Benefit under this Certificate.
- That portion of Retirement Plan retirement benefits which the Employer funds.
- That portion of Retirement Plan disability benefits which the Employer funds.

- Retirement benefits or Retirement Plan disability benefits, due to Your Disability, from any Government Plan other than those shown above.
- Disability benefits from any:
 - No-Fault Motor Vehicle Coverage;
 - Motor vehicle financial responsibility act; or
 - Like law.
- Payment or settlement, with or without admission of liability, from: A Workers' Compensation law; an occupational disease law; or any other act or law of like intent.

This includes:

- The Jones' Act;
- The Longshoreman's and Harbor Workers' Compensation Act; or
- Any Maritime doctrine of Maintenance, Wages or Cure.

If You receive a payment net of attorney fees approved by the Workers' Compensation Board or similar authority, We reduce Our benefit by the net payment.

- Disability benefits from any third party when Your Disability is the result of the negligence or intentional tort liability of that third party.
- Unemployment compensation benefits.
- Payment from Your Employer as part of a termination or severance agreement.

We reduce Your Gross Monthly Benefit with income shown above that You are entitled to receive without regard to the reason You are entitled to receive it.

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

B400.0480

All Options

Other Income Not Subject To Deduction: We will not reduce Your Gross Monthly Benefit by any income You receive or are entitled to receive from the list below.

- Deferred compensation arrangements such as 401(k), 403(b) or 457 plans;
- Profit sharing plans;
- Thrift plans;
- Tax sheltered annuities;
- Stock ownership plans;

- Individual Retirement Accounts (IRA);
- Individual disability income policies;
- Credit disability insurance;
- Non qualified plans of deferred compensation;
- Pension plans for partners;
- Retirement plans of another Employer not affiliated with this Certificate;
- Military pension and disability plans;
- Critical Illness insurance, unless the benefit is paid out as a wage replacement benefit;
- Accident Insurance, unless the benefit is paid out as a wage replacement benefit;
- Specified Disease insurance, unless the benefit is paid out as a wage replacement benefit;
- Cancer insurance, unless the benefit is paid out as a wage replacement benefit.

B400.0484

All Options

Lump Sum Payments of Other Income: Income with which We integrate may be paid in a lump sum. In this case, We take the equivalent Monthly rate stated in the award into account when We determine Your Monthly Benefit.

If no Monthly rate is given, We pro-rate the lump sum over the lesser of:

- 60 months; or
- The expected remaining number of Months for which You would be entitled to benefits from this Certificate based on the proof of loss submitted to Us.

B400.0486

All Options

Cost of Living Freeze: You may receive a cost of living increase in other income with which We integrate. In this case, We do not further reduce Your Monthly Benefit by the amount of such increase.

B400.0487

All Options

Application For Other Income: You must apply for other income benefits to which You may be entitled. If these benefits are denied, You must appeal until:

- All reasonable appeals have been made; or

- We notify You that no further appeals are required.

If We determine that You are entitled to receive such other income benefits, We will estimate the amount due to You and Your spouse and children. We will take this estimated amount into account when We determine Your Monthly Benefit.

But, We will not estimate the amount due to You if You and We agree in writing in an agreement provided to You by Us that You will:

- Apply for any benefits for which You may be eligible;
- Appeal any denial of such benefits until all reasonable appeals have been made; and
- Repay any amount We overpaid due to an award of such benefits.

If We do reduce Your Gross Monthly Benefit by an estimated amount, We will adjust Your Monthly Benefit when We receive written proof:

- Of the amount awarded; or
- That the other income benefits have been denied; and no further appeals are possible.

If We underpay You, We will pay the full amount of the underpayment in a lump sum.

We will assist You in applying for other income benefits.

B400.0488

All Options

Adjustment of Monthly Benefit For Disability Earnings: We adjust the Monthly Benefit for Disability Earnings as follows:

For each of the first 12 Months after the date You first have Disability Earnings, add Your Gross Monthly Benefit and Your Disability Earnings.

- If the sum is not more than 100% of Your Indexed Insured Earnings, We do not reduce Your Monthly Benefit.
- If the sum is more than 100% of Your Indexed Insured Earnings, We reduce Your Monthly Benefit by the amount over 100% of Your Indexed Insured Earnings.

For each Month after that, We pay the greater of the amount calculated under Method 1 or Method 2.

Method 1:

- If Your Disability Earnings are less than 20% of Your Indexed Insured Earnings, We do not reduce Your Monthly Benefit.
- If Your Disability Earnings are 20% or more of Your Indexed Insured Earnings, We reduce Your Monthly Benefit by 50% of Your Disability Earnings.

Method 2:

(1) Subtract Your Disability Earnings from Your Indexed Insured Earnings.

- (2) Divide the result in (1) above by Your Indexed Insured Earnings.
- (3) Multiply the result in (2) above by Your Monthly Benefit. This is the amount We pay.

If Your Disability Earnings fluctuate widely from Month to Month, We may adjust Your Monthly Benefit using an average Disability Earnings amount. The average Disability Earnings amount will be computed using Your most current Month's Disability Earnings and the prior two Months Disability Earnings.

B400.0491

All Options

Maximum Allowable Disability Earnings: This Certificate limits the amount of income You may earn, or may be able to earn, and still be considered Disabled.

If Your Disability Earnings are more than the limit shown below, payments from this Certificate will end. Payments from this Certificate will also end if You are able to earn more than the limit shown below:

- During the Own Occupation period, the limit is 80% of Your Indexed Insured Earnings.
- After this Certificate has paid benefits for 24 Months in a row, the limit is 80% of Your Indexed Insured Earnings if You are Working While Disabled, or 60% of Your Indexed Insured Earnings if You are not Working While Disabled.

B400.0495

All Options

Indexing: We apply an indexing factor to Your Insured Earnings on the date You have received 12 Monthly payments in a row and each anniversary after that. This factor increases the amount of income You may earn and still be considered Disabled. This adjustment does not increase Your Gross Monthly Benefit, Monthly Benefit, or any other benefit under this Certificate.

To make the first adjustment, We multiply Your Insured Earnings by the indexing factor for that year. To make adjustments in each later year, We multiply the amount of Your last indexed Insured Earnings by the indexing factor.

The indexing factor is the lesser of:

- 10%; or
- One-half of the average CPI-W from the prior calendar year.

B400.0497

All Options

Minimum Payment: The minimum Monthly payment for Disability under this Certificate is the larger of: (1) 10% of Your Gross Monthly Benefit; or (b) \$100.00.

B400.0503

Limitations And Exclusions

Disabilities With A Limited Maximum Payment Period: We limit the Maximum Payment Period, if You are Disabled due to: a Mental Illness; drug or alcohol abuse. If You have a coexistent condition(s), which is not subject to the limits in this section, and constitutes a Disability in and of itself, We will not limit benefits as described below.

The Maximum Payment Period for all periods of Disability due to: a Mental Illness; drug or alcohol abuse; is 24 Months. This is a combined lifetime maximum for all such conditions and all periods of Disability.

No benefits will be paid for Disability due to a Mental Illness or drug or alcohol abuse if You are not receiving treatment for the cause of the Disability from a provider, or a facility that is:

- Licensed by the state to provide treatment for such condition; and
- Accredited or approved by the Joint Commission on the Accreditation of Health Care Facilities or Medicare.

If payments under this Certificate would otherwise end due to the limits in this section, We may extend such payments if You meet all of the following conditions:

- You must be Disabled due to a condition named above;
- You must be an inpatient in a qualified institution because of Your Disability; and
- You must have been treated as an inpatient for at least 14 days in a row.

In such case, We will extend payments, if You are Disabled and otherwise remain entitled to payments under the Certificate, until the earliest of:

- 90 days from the date of Your discharge, following the date benefits would otherwise have ended;
- The end of this Certificate's Maximum Payment Period; or
- The date Your Disability ends.

As used here, "qualified institution" means a legally operated hospital or other public or private facility licensed to provide inpatient medical care and treatment for the cause of Your Disability.

B400.0512

All Options

Pre-Existing Conditions: A Pre-Existing Condition is an Injury or Sickness, whether diagnosed or misdiagnosed, and any symptoms of it, for which, in the "look back period", You:

- Receive advice or treatment from a Doctor;

- Underwent diagnostic procedures other than routine screening in the absence of symptoms or suspicion of disease process by a Doctor;
- Were prescribed or took prescription drugs; or
- Received other medical care or treatment, including consulting with a Doctor.

The "look back period" is the three Months before the latest of:

- Your Eligibility Date for coverage under this Certificate;
- The Effective Date of a change that increases the benefits payable by this Certificate; or
- The Eligibility Date of a change in Your benefit election that increases the benefit payable by this Certificate.

No benefits are payable for Disability caused by, contributed to, by, or resulting from a Pre-Existing Condition; unless the Disability starts after You complete at least one full day of Active Work after the date You have been covered under this Certificate for 12 Months in a row.

Your Disability caused by, contributed to by or resulting from; a Pre- Existing Condition may begin after:

- A change which provides for an increase in the benefits payable by this Certificate; or
- A change in Your benefit election which increases the benefit payable by this Certificate.

In this case, Your benefit will be limited to the amount that would have been payable had the change not taken place. But, this limit does not apply if Your Disability starts after You complete at least one full day of Active Work after the date the change has been in force for 12 Months in a row.

We do not cover any Disability that starts before Your Eligibility Date for coverage under this Certificate.

B400.0518

All Options

Prior Coverage Credit: If this Certificate replaces a similar disability income replacement plan the Employer had with another insurer, the Pre-Existing Condition provision may not apply to You, if coverage under this Certificate starts immediately after the termination of coverage under the prior disability income replacement plan. This Certificate must start right after the prior plan ends.

The Pre-Existing Condition provision will be waived for You if You:

- Are Actively Working on the Your Eligibility Date for coverage under this Certificate; and
- Have fulfilled the requirements of any Pre-Existing Condition provision of the prior plan provided by the Employer.

You may have been covered under the prior plan when it ended, but have not met the requirements of any Pre-Existing Condition provision of the prior plan. In that case, We credit any time used to meet the prior plan's Pre-Existing Condition provision toward meeting this Certificate's Pre-Existing Conditions provision. You must:

- Enroll for coverage under this Certificate on or before this Certificate's Effective Date; and
- Be Actively Working on Your Eligibility Date for coverage under this Certificate.

But, We limit Your maximum Monthly Benefit under this Certificate if:

- It is more than the maximum Monthly Benefit for which You were covered under the prior plan provided by the Employer;
- You become Disabled due to a Pre-Existing Condition; and
- This Certificate pays benefits for such Disability because We credit time as explained above.

In this case, We limit the maximum Monthly Benefit to the amount to which You would have been entitled under the prior plan.

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

B400.0520

All Options

Exclusions: This Certificate does not pay benefits for Disability caused by, or related to:

- Declared or undeclared war, act of war, or armed aggression;
- Service in the armed forces, National Guard, or military reserves of any state or country;
- Your taking part in a riot or civil disorder;
- Your commission of, or attempt to commit a felony. A felony means either:
 - A crime as defined as such under the laws in the jurisdiction in which the crime was committed or attempted; or
 - In states where the law does not define crimes in terms of felonies and misdemeanors, felony means any crime punishable for a minimum of one year term of incarceration in a jail or prison, as determined by the law of the jurisdiction where the crime was committed or attempted; or
 - A crime as defined as such under federal law;
- The intentional or voluntary inhalation or ingestion of gas, chemical, solvent, poison or other substances not intended for internal consumption, irrespective of any pre-existing or co-morbid condition;

- Intentional self-inflicted injuries while sane or insane;

This Certificate does not pay any benefits for any period of Disability:

- During which You are confined to a jail, prison or other facility as a result of Your conviction of a crime;
- During which You are receiving medical treatment or care outside the United States or Canada unless expressly authorized by Us;
- Which starts before You are covered by this Certificate;
- After the date You have been outside the United States and/or Canada and/or a country or region approved by Us for more than 2 Months in a 12 Month period. If You return to the United States and/or a country or region approved by Us within 6 Months of the end of payments, payments may be resumed, provided You have remained continuously Disabled, subject to all the terms and conditions of this Certificate; or
- During which Your loss of earnings is not solely due to Your Disability.

This Certificate does not pay benefits due solely to a risk of relapse or exacerbation of a prior injury or illness in the absence of a current impairment and Disability.

B400.0522

Social Security Assistance: If You are Disabled, We require You to apply for Social Security benefits. See Application for Other Income. If We believe You are eligible for such benefits, We may offer to assist You in applying for them. Receiving Social Security benefits will protect Your earnings record for retirement and enable You to qualify for Medicare coverage after 24 Months.

Services We can provide include:

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

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

You must apply for all income benefits for which You may be eligible, whether or not You use Our help. Using Our help does not cancel Your duties shown in Application for Other Income.

Rehabilitation And Case Management: We will review Your Disability to see if certain services are likely to help You return to Gainful Work. If needed, We may ask for more medical or vocational information.

When Our review is complete, We may offer You a Rehabilitation Program. We have the right to suspend or end Your Monthly Benefit if You do not accept it.

The Rehabilitation Program will start when a written Rehabilitation Agreement is signed by:

- You;
- Us; and
- Your Employer, if needed.

The program may include, but is not limited to:

- Vocational assessment of Your work potential;
- Coordination and transition planning with an Employer for Your return to work;
- Consulting with Your Doctor on Your return to work and need for accommodations;
- Training in job seeking skills and resume preparation; and
- Retraining.

We have the right to determine which services are appropriate.

If You accept the Rehabilitation Agreement, We will pay an enhanced benefit. The enhanced benefit will be 110% of the Monthly Benefit that would otherwise be paid. This enhanced benefit will be payable as of the first Monthly Benefit after the Rehabilitation Program starts.

We stop paying the enhanced benefit on the earliest of:

- The date Your benefits from this Certificate end;
- The date You violate the terms of the Rehabilitation Agreement;
- The date You end the Rehabilitation Program; or
- The date the Rehabilitation Agreement ends.

If You end a Rehabilitation Program without Our consent, You must repay any enhanced benefits paid.

Dependent Care Expenses: While You are participating in a Rehabilitation Program, We will pay a dependent care expense benefit, when all of the following conditions are met:

- You incur expense to provide care for a qualified dependent; and
- The care is provided by a licensed provider other than a family member by blood or marriage.

The dependent care expense benefit will be the lesser of:

- \$350.00 per Month per qualified dependent; not to exceed \$1,000.00 per Month for all qualified dependents combined; and
- The actual Monthly day care expense incurred by You.

We will stop paying the dependent care expense benefit on the earlier of the date You are no longer:

- Incurring dependent care expenses for a qualified dependent;
- Participating in a Rehabilitation Program; or
- Entitled to receive a Monthly Benefit from this Certificate.

As used here, "qualified dependent" means a person who is:

- Dependent upon You for main support and maintenance; and
- Under the age of 14; and
- Your biological child, lawfully adopted child, stepchild or any other child who is living with You in a regular parent-child relationship.

The term also means a family member, related by blood or marriage, age 14 or over who is physically or mentally incapable of caring for him or herself and is dependent upon You for main support and maintenance.

B400.0523

All Options

Worksite Modification: In order to accommodate Your Disability, an Employer may incur a cost to modify his or her worksite. We may reimburse the Employer, up to \$2,500.00 for the cost of the worksite modification. We make this payment if We agree that the modification will enable You to:

- Return to work; or
- Remain at work.

B400.0553

All Options

Early Intervention Services: This Certificate includes early intervention services as part of Our disability management program. The intent of these services is to:

- Assist Disabled persons in achieving higher levels of functionality; and
- Support the Employer's absence management goals by promoting stay-at work and return-to work agendas where possible.

When You are Disabled from one of the conditions listed below, a Long Term Disability claim form should be completed as soon as possible following the date of Disability. To facilitate an immediate intervention, the form should be submitted to Us within one week of the date Your Disability begins.

- Chronic fatigue conditions, including Epstein-Barr syndrome.
- Mental Illness.
- Repetitive motion syndromes or injuries.
- Fibromyalgia.
- Back pain or strain.
- Neck pain or strain.
- Chronic pain.
- Diabetes.
- Cardiovascular conditions.

On receipt of the completed claim form, We will determine whether the claim is appropriate for early intervention services. You will be notified of Our decision. Examples of services, which We may provide, at Our discretion, include, but are not limited to:

- Job accommodation;
- Ergonomic adjustments to workstations; or
- Proactive case management consultations with Your Doctor or other providers of medical care.

B400.0555

Claim Provisions

Authority: We have discretionary authority to:

- Interpret the terms of this Certificate; and
- Determine Your eligibility for coverage and benefits under this Certificate.

All such determinations are conclusive and binding, except that they may be modified or reversed by a court or regulatory agency with appropriate jurisdiction.

Notice: You must send Us written notice of Your intent to file a claim under this Certificate within 20 days of the date the Injury occurs or the Sickness starts. This Notice should include Your name and the Policy number. For details, You can call Us at 1-800-538-4583.

Proof Of Loss: When We receive Your Notice, We will provide You with a claim form within 15 days for filing Proof of Loss. This form requires data from the Employer, You, and the Doctor(s) treating Your Sickness or Injury. Proof of Loss must be given to Us within 90 days of the loss. If You do not receive a claim form within 15 days of the date You sent Your Notice, You should send Us written Proof of Loss without waiting for the form. We will not void or reduce Your claim if You cannot send Us Notice of claim and Proof of Loss within the required time. In that case, You must send Us Notice of claim and Proof of Loss as soon as reasonably possible. However, under no circumstances will We pay benefits if written Proof of Loss is delayed for more than one year, unless your inability to provide Proof of Loss is because you are not legally competent or You lack legal capacity.

You are required to cooperate with Guardian in its evaluation of any claim for benefits. You must provide Proof of Loss at Your expense, consisting of the following listed below. Failure to provide this information may prevent, delay, suspend, reduce or terminate Your eligibility for benefits.

- The date Disability began.
- Your last day of Active Work.
- The cause of Disability.
- The extent of Disability, including limitations and restrictions preventing You from performing the major duties of Your Own Occupation and any Gainful Occupation.
- If Your occupation requires that You carry liability or malpractice insurance, information including, but not limited to: the policy, any applications for such coverage, and any changes to the terms and conditions of such policies prior to or after the first date of Disability.
- Objective Medical Evidence in support of Your limitations and restrictions, beginning with the date Disability began.

- Objective Proof of Your Restrictions and Limitations, beginning with the date Disability began.
- The prognosis of Disability.
- The name and address of all Doctors, hospitals and health care facilities where You have been treated for Your Disability since the date Disability began.
- Proof that You are currently receiving Regular and Appropriate Care from a Doctor.
- Proof that You have been receiving Regular and Appropriate Care from a Doctor, from the date Disability began.
- Proof of Insured Earnings.
- Proof of Disability Earnings.
- Payroll or absence data from the Employer for the three Months prior to the date Disability began, or other period We specify.
- Proof of application for all other sources of income to which You may be entitled, that may affect Your payment from this Certificate.
- Proof of receipt of other income that may affect Your payment from this Certificate.
- Proof of identity and residency, including, but not limited to, a current government issued photo identification.
- Documentation of travel outside the United States.
- Any other information We may reasonably require to determine if You are Disabled and eligible for benefits and coverage under this Certificate.

You must provide Objective Medical Evidence from a Doctor who is not Yourself, or a relative by blood or marriage, or who is a business associate.

Proof of Insured Earnings and Disability Earnings may consist of:

- Copies of Your W-2 forms;
- Payroll records from Your Employer(s);
- Copies of Your U.S. individual income tax returns;
- Copies of the U.S. income tax returns from any business in which You hold an ownership or shareholder interest;
- A statement from a certified public accountant;
- Copies of any income records accepted or required by the IRS; or
- 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 14333
Lexington, KY 40512.

Authorization Required: You must provide Us with written, unaltered authorizations in a form provided by Us to obtain medical, financial, vocational, occupational, and governmental information required to determine Our liability under this Certificate. We may agree to obtain such authorization by use of voice or other electronic means. You must provide Us with such authorizations as often as We may require, in order that they remain current. Failure to provide such authorizations may prevent, delay, suspend or terminate Your eligibility for benefits.

Right To Request Medical, Financial Or Vocational Assessment: We may ask You to take part in a medical, financial, vocational or other assessment that We feel is necessary to determine whether the terms of this Certificate are met.

Medical assessment may include, but not be limited to:

- Independent medical examination (IMEs),
- Functional capacity examinations (FCEs) or
- Neuropsychological evaluations.

We may require medical, financial or vocational assessment(s) as often as We feel is reasonably necessary. We will pay for all such assessments. But, if You postpone a scheduled assessment without Our approval, You will be responsible for any rescheduling fees. If You do not take part in or cooperate with the assessment, We have the right to stop or suspend Your payments under this Certificate.

Ongoing Proof of Loss: To continue to receive payments from this Certificate, You must give Us current Proof of Loss as often as We may reasonably require. Ongoing Proof of Loss must be provided to Us within 30 days of the date We request it.

Payment of Benefits: We pay benefits to You, if You are legally competent. If You are not, We pay benefits to your lawful guardian, conservator, legal representative, or any person or fiduciary with the lawful authority to act on Your behalf or handle Your affairs. Benefits are paid in United States currency.

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

No benefits are payable for this Certificate's Elimination Period.

Benefits to which You are entitled may remain unpaid at Your death. Such benefits may be paid at Our discretion to:

- Your estate; or
- Your spouse, parents, children, or brothers and sisters.

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

Overpayment Recovery: If We overpaid You, You must repay Us in full. We have the right to reduce Your payment or apply any benefits payable, including the minimum payment, toward recovery of the overpayment.

Legal Actions: No legal action against Guardian related to claim for benefits under this Certificate may be brought until 60 days from the date Proof of Loss has been given as shown above. No legal action may be brought against Guardian related to claims for benefits under this Certificate after three years from the time written Proof of Loss is required to be furnished.

Workers' Compensation: The Long Term Disability benefits provided by this Certificate are not in place of and do not affect requirements for coverage by Workers' Compensation.

B400.2522

SUBROGATION AND RIGHT OF RECOVERY

Purpose: When You have the right to recover amounts paid by this Certificate, We also have certain rights. These are explained below.

Subrogation: When this Certificate pays a benefit, We will immediately be subrogated to Your rights of recovery from any third party to the full extent of benefits paid.

Recovery: If You receive a payment from any third party or insurance coverage due to an Injury, Sickness or condition, We have the right to recover from, and be repaid by, You for all amounts this Certificate has paid due to that Injury, Sickness or condition, up to and including the full amount You receive from any third party or insurance coverage.

Constructive Trust: You must serve as a constructive trustee over the funds that constitute payment from any third party or insurance coverage due to Your Injury, Sickness or condition. If You fail to hold such funds in trust, it will be deemed a breach of Your fiduciary duty to Us.

Lien Rights: We will have a lien to the extent of benefits We paid due to Your Injury, Sickness or condition for which the third party is liable. The lien will be imposed on any recovery, whether by settlement, judgment, or otherwise, including from any insurance coverage, that You receive due to Your Injury, Sickness or condition. The lien may be enforced against any party who holds funds or proceeds which represent the amount of benefits paid by Us. This includes, but is not limited to:

- You;
- Your representative or agent;
- The third party;
- The third party's insurer, representative or agent; and
- Any other source who holds such funds.

First Priority Claim: This Certificate's recovery rights are a first priority claim against all third parties and are to be paid to Us before any other claim for Your damages. This Certificate will be entitled to full repayment on a first dollar basis from any third party's payments, even if such payment to the plan will result in a recovery to You which is not sufficient:

- To make You whole; or
- To compensate You in part or in whole for the damages sustained.

This Certificate is not required to participate in or pay court costs or attorney fees to the attorney hired by You to pursue Your damage claim.

Applicable To All Settlements And Judgments: We are entitled to full recovery regardless of whether:

- Any liability for payment is admitted by a third party; or

- The settlement or judgment received by You identifies the benefits the Certificate paid.

This Certificate is entitled to recover from any and all settlements or judgments, even those designated as pain and suffering or non-economic damages only.

Cooperation: You must fully cooperate with Our efforts to recover the benefits paid under this Certificate. You must notify Us within 30 days of the date when any notice is given to any party, including an insurance company or attorney, of Your intention to pursue or investigate a claim to recover damages or obtain compensation due to Injury, Sickness or condition sustained by You. You and Your agents, must provide all information requested by Us or Our representative. This includes, but is not limited to, completing and submitting any applications or other forms or statements as We may reasonably request. Failure to do this may result in the termination of benefits or the instigation of legal action against You.

You must do nothing:

- To prejudice Our rights as described in this section; or
- To prejudice Our ability to enforce the terms of this section.

This includes, but is not limited to, refraining from making any settlement or recovery that attempts to reduce or exclude the full amount of all benefits paid by this Certificate.

We have the right to conduct an investigation regarding the Injury, Sickness or condition to identify any third party. We reserve the right to notify the third party and his or her agents of Our lien. Agents include, but are not limited to:

- Insurance companies; and
- Attorneys.

Interpretation: In the event that any claim is made that any part of this section is ambiguous, or questions arise as to the meaning or intent of any of its terms, We have discretionary authority to resolve all disputes regarding the interpretation of this section.

Jurisdiction: Any legal action or proceeding with respect to this section may be brought in any court of competent jurisdiction as We may choose. You must submit to each such jurisdiction and waive whatever rights may correspond to You by reason of Your present or future domicile.

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

- **Legal Guardian:** This term means a person who has the care or the legal or fiduciary responsibility to manage the affairs or property of another.
- **Insurance Coverage:** This term means any insurance which provides coverage for:
 - Medical expense payments; or
 - Liability.

This includes, but is not limited to:

- Uninsured motorist coverage;
 - Underinsured motorist coverage;
 - Personal umbrella coverage;
 - Medical payments coverage;
 - Workers compensation coverage;
 - No-fault automobile insurance coverage; or
 - Any first party insurance.
- **Third Party:** This term means any party actually, possibly, or potentially responsible for making any payment to You due to Your Injury, Sickness or condition. This term also means such party's:
 - Liability insurer; or
 - Any insurance coverage.

But, this term does not mean:

- Us; or
 - You.
- **You:** This term means the covered Employee. It also includes Your parent or Legal Guardian if You are a minor or incompetent.

B400.0561

DEFINITIONS

This section defines certain terms appearing in Your Certificate.

Active Work or Actively At Work or Actively Working: These terms mean You are able to perform, and are performing, all of the regular duties of Your work for the Employer, on a Full-Time basis at:

- One of the Employer's usual places of business;
- Some place where the Employer's business requires You to travel; or
- Any other place You and the Employer have agreed on for Your work.

B400.0563

All Options

Certificate: This term means this Certificate of Coverage, including the Schedule of Benefits and any riders and enrollment forms that may be attached to this Certificate.

B400.0565

All Options

CPI-W: This term means 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.

B400.0567

All Options

Disability or Disabled:

These terms mean that a current Sickness or Injury causes impairment to such a degree that You are:

- Not able to perform, on a Full-Time basis, the major duties of Your Own Occupation during the Elimination Period and the Own Occupation period.
- Not able to perform, on a Full-Time basis, the major duties of any Gainful Work after the end of the Own Occupation period.

You are not Disabled if You earn, or are able to earn, more than this Certificate's maximum allowed Disability Earnings.

If, prior to Your Disability, You are required to work more than 40 hours per week on average, You will not be considered Disabled if You can work for 40 hours per week.

Neither loss of a professional or occupational license due to misconduct or unlawful activity, nor receipt of, or entitlement to, Social Security disability benefits in and of themselves constitutes Disability under this Certificate.

B400.0593

All Options

Disability Earnings: This term means the Monthly income You earn from Working While Disabled. It includes salaries, wages, commissions, bonuses and any other compensation earned or accrued while working including pension, profit sharing contributions, sick pay, paid time off, holiday and vacation pay. When You have an ownership interest in the business, Disability Earnings also includes business profits, attributable to You, whether received or not. It includes any income You earn while Disabled and return to the Employer, partnership, or any other similar business arrangement to cover any business or overhead expenses. If You have the ability to work on a Part-Time or Full-Time basis, Disability Earnings also includes Maximum Capacity Earnings beginning with the earlier of the date You:

- Have been terminated from employment with the Employer;
- Have been Disabled for 12 Months in a row; or
- Have been offered a job or workplace modification by the Employer and You do not return to work.

You may have held a job with an employer other than Your Employer, immediately prior to the start of Your Disability. While benefits are payable during the Own Occupation period and Working While Disabled, Disability Earnings will not include earnings from a job with an employer other than Your Employer, if such job was held immediately prior to the start of Your Disability. If Working While Disabled and the income from the job with the other employer exceeds Your average amount of earnings for that other employer for the six months immediately prior to the start of Your Disability, We will include such excess as Disability Earnings.

B400.0605

All Options

Doctor: Any medical practitioner We are required by law to recognize. He or she must:

- Be properly licensed or certified by the laws of the state where he or she practices; and
- Provide services that are within the lawful scope of his or her practice.

B400.0606

All Options

Effective Date: The date the Certificate goes into force and effect as stated on the cover page of the Certificate of Coverage, or any change to the Policy as requested by the Policyholder and approved by Us and in force and effect as stated on cover page of the Certificate of Coverage.

B400.0607

All Options

Eligibility Date: This term means the earliest date You are eligible for coverage under this Certificate, and you have satisfied all requirements for coverage to begin, as required by this Certificate.

- For an Employee in Active Work who has completed any waiting period required by the Employer as of the Effective Date of this Certificate, the Eligibility Date means the Effective Date of this Certificate.
- For an Employee in Active Work as of the Effective Date of this Certificate who has not completed any waiting period required by the Employer, the Eligibility Date will be the first date following the completion of the required waiting period.
- For an Employee hired on or after the Effective Date of this Certificate, the Eligibility Date will be the later of the Employee's date of hire, or the first date following the completion of any waiting period required by the Employer.
- If this Certificate requires Employees to elect coverage under this Certificate, the Eligibility Date will be the later of:
 - The Employee's date of hire;
 - The first date following the completion of any waiting period required by the Employer; or
 - The date We approve in writing Your application for any coverage for which You are required to supply Proof of Insurability.

B400.0608

All Options

Elimination Period: This term means the period of time, as shown in the Schedule of Benefits, You must be Disabled, due to a covered Disability, before this Certificate's benefits are payable.

Any days during which You return to work on a Full-Time basis performing the major duties of Your Own Occupation, will not count toward the Elimination Period.

But You will continue to accumulate days of Disability for days for which You are working on less than a Full-Time basis during the Elimination Period as long as You meet the definition of Disability each Month during the Elimination Period.

If You are or become eligible under any other similar group income replacement plan while You are working during the Elimination Period, You will not be entitled to benefits from this Certificate.

If, at the end of the Elimination Period, You are not able to perform, on a Full-Time basis, the major duties of Your Own Occupation, but You earn or are able to earn 80% or more of Your Indexed Insured Earnings, the Elimination Period will be extended until the earlier of:

- Six Months from the date benefits otherwise would have commenced; or
- Until You are unable to earn 80% or more of Your Indexed Insured Earnings.

If at the end of this time period, You earn or are able to earn 80% or more of Your Indexed Insured Earnings, You must start a new Elimination Period.

We do not require You to complete an Elimination Period if:

- You were covered under a similar income replacement plan the Employer had with another carrier on the day before this Certificate starts; and
- Your Disability would have been a Recurring Disability under the prior plan had it remained in effect.

B400.0609

All Options

Employee: This term means a person who works for the Employer at the Employer's place of business and whose income is reported to the United States Internal Revenue Service, and/or a state for tax purposes. Partners and proprietors will also be treated as employees if the Conditions of Eligibility requirements are met.

B400.0611

All Options

Employer: This term means MENTOR EXEMPTED VILLAGE SCHOOL DISTRICT

B400.0612

All Options

Full-Time: This term means:

You are not a Part-time Employee as defined by Your Employer and the average number of hours You worked for the six Months prior to the last full day worked was at least 30 hours per week at:

- Your Employer's place of business;
- Some place where the Employer's business requires You to travel; or
- Any other place You and Your Employer have agreed upon for the performance of occupational duties.

B400.0613

All Options

Gainful Occupation or Gainful Work: These terms mean work for which You are, or may become, qualified by:

- Training;
- Education; or
- Experience.

When You are able to perform such work, You can be expected to earn at least 80% of Your Indexed Insured Earnings while Working While Disabled or 60% of Your Indexed Insured Earnings if You are not Working While Disabled, within 12 Months of returning to work.

B400.0615

All Options

Government Plan: This term means any of the following:

- The United States Social Security Act;
- The Railroad Retirement Act;
- The Canadian Pension Plan; or
- Any other plan provided under the laws of a state, province or any other political subdivision.

It also includes:

- Any public employee Retirement Plan; or
- Any plan provided in place of the above named plan or acts.

It does not include:

- Any Workers' Compensation Act or similar law;
- The Jones' Act;
- The Longshoreman's and Harbor Workers' Compensation Act; or
- The Maritime Doctrine of Maintenance, Wages, or Cure.

B400.0616

All Options

Gross Monthly Benefit: This term means this Certificate's Monthly Benefit before it is integrated with other income and earnings.

B400.0617

All Options

Injury: This term means a bodily Injury due to an accident that occurs while You are covered by this Certificate. Subject to all other requirements, We will cover a Disability caused by an Injury when the Disability starts within 90 days of the date of such Injury.

B400.0618

All Options

Insured Earnings: Only Your earnings from the Employer will be included as Insured Earnings.

We calculate benefit amounts and limits based on the amount of Your Insured Earnings as of the Redetermination date immediately prior to the start of Your Disability. See the "Redetermination" section of this Certificate.

B400.0620

All Options

- **For Partners And S Corporation Shareholders:** Insured Earnings means the sum of the amounts listed below, divided by 12.
 - Your compensation as an Employee or S Corporation shareholder, or guaranteed payments as a Partner, as reported on Your Federal Income Tax Return(s), 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.
 - Your non-passive income (loss) from trade of business as reported on Schedule E - Part II of Your Federal Income Tax Return(s), Form 1040, for the prior calendar year, less any expenses incurred and reported elsewhere on Your Return; and
 - Your contributions during the prior calendar year, deposited into a:
 - Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
 - Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

You may not have been a partner or S Corporation shareholder for the full prior calendar year. In that case, Your earnings are based on the Monthly average of the sum of the listed amounts averaged for the full number of Months that You were a partner or S Corporation shareholder during that calendar year.

- **For Sole Proprietors:** Insured Earnings means the sum of the amounts listed below.

- Your average Monthly net profit as determined from Schedule C - Part II of Your Federal Income Tax Return(s), Form 1040 for the prior calendar year.
- Your average Monthly contribution during the prior calendar year deposited into a:
 - Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
 - Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

Monthly net profit is calculated as gross income less total expenses.

You may not have been a sole proprietor for the prior calendar year. In that case, We calculate average Monthly net profit and average monthly contributions using the full number of Months that You were a sole proprietor during such time.

- **For Any Other Employee Who Receives Base Salary Only:** Insured Earnings means Your base Monthly salary from the Employer. Your base Monthly salary will include shift differential.

The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- 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 not included.

The term also does not include:

- Bonuses;
- Commissions;
- Overtime pay;
- Expense accounts;
- Stock options; and
- Any other extra compensation.

If You are paid hourly, We calculate Monthly earnings based on actual hours worked or billed in the two Months before the start of Your Disability. We do not include pay for hours worked or billed over 40 per week.

- **For Employees Who Are Compensated On Less Than A 12 Month Basis:** Insured Earnings means Your average rate of Monthly earnings determined from Your annual contract salary. If You do not have an annual contract salary, Insured Earnings means Your prior calendar year salary divided by twelve. Your annual contract salary will include shift differential.

The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- 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 not included.

The term also does not include:

- Overtime pay;
- Expense accounts;
- Stock options; and
- Any other extra compensation.

If You are paid hourly, We calculate monthly earnings based on actual hours worked or billed in the eight weeks before the start of Your Disability. We do not include pay for hours worked or billed over 40 per week.

- **For Employees Whose Income Is Reported On An IRS Form 1099:** Insured Earnings means Your average rate of Monthly earnings as figured from the 1099 form(s) received from the Employer for the prior calendar year. Earnings are calculated as Your earned income as reported on the 1099 form(s) minus business expenses as reported on Schedule C - Part II of Your Federal Income Tax Return(s), Form 1040. Your average rate of monthly earnings is calculated as such earnings divided by 12 or the number of Months You worked for the Employer during such calendar year, if less than 12. The term also includes Your contributions deposited into a:
 - Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
 - Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

B400.0621

All Options

Long Term Disability: This term means the Long Term Disability Income Coverage described in the Policy and this Certificate.

B400.0662

All Options

Maximum Capacity Earnings: This term means the income You could earn if working to the fullest extent to which You are able in Your Own Occupation if during the Own Occupation period or after the Own Occupation period, the income You could earn if working to the fullest extent to which You are able in any Gainful Occupation.

We decide the fullest extent of work You are able to do based on objective data provided by any or all of the following sources:

- Your treating Doctor;
- Impartial medical or vocational exams;
- Peer review specialists;
- Functional capacities exams; and
- Other medical and vocational specialists whose area of expertise is appropriate to Your Disability.

B400.0663

All Options

Maximum Payment Period: This term means the longest time that benefits are paid by this Certificate, subject to all terms, limitations and exclusions.

B400.0666

All Options

Mental Illness: This term means any mental disorder, regardless of cause, listed in the Diagnostic and Statistical Manual of Mental Disorders (DSM) currently in use by the American Psychiatric Association (APA). If the APA stops publishing the DSM, We will use another similar source. A Mental Illness may be caused or contributed to, by or result in, physical, biological or chemical factors or symptoms.

For purposes of this Certificate, Mental Illness does not include:

- Irreversible dementia caused by Alzheimer's disease, stroke, trauma or viral infection; or
- Any other condition not typically treated by a psychiatrist, clinical psychologist or other qualified mental health professional.

B400.0667

All Options

Month or Months or Monthly: These terms mean a consecutive 30 day period.

B400.0668

All Options

Monthly Benefit: This term means this Certificate's Gross Monthly Benefit reduced by other income. If You are Working While Disabled, Your Monthly Benefit will be further reduced based on the amount of Your Disability Earnings.

B400.0669

All Options

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

B400.0670

All Options

Objective Medical Evidence: This term includes, but is not limited to:

- Diagnostic testing;
- Laboratory reports; and
- Medical records of a Doctor's exam documenting clinical signs, presence of symptoms and test results consistent with generally accepted medical standards supported by nationally recognized authorities in the health care field.

B400.0671

All Options

Objective Proof of Your Restrictions and Limitations: During the Own Occupation period this term means objective proof of Your inability to perform the duties of Your Own Occupation, and including all restrictions and limitations relating to Your inability to work. After the Own Occupation period, this term means objective proof of Your inability to perform the duties of any Gainful Work and including all restrictions and limitations relating to Your inability to work.

B400.0672

All Options

Own Occupation: This term means:

- The occupation(s) You are routinely performing for Your Employer immediately prior to the first date of Disability, and is further defined as follows. Own Occupation:
 - Includes any employment, trade, or profession that is substantially similar in terms of tasks, functions, skills, abilities, knowledge, training and experience, required by Employers from those engaged in a particular occupation in the general labor market in the national economy; and

- Is not defined with reference to a specific Employer or specific location or particular work environment; and
- Only includes the occupation or occupations for which You are covered under this Certificate, and
- Generates the Insured Earnings covered by this Certificate.

B400.0675

All Options

Part-Time: This term means:

With respect to eligibility for benefits, the ability to work and earn between 40% and 80% of Indexed Insured Earnings during the Own Occupation period, and between 40% and 60% of Indexed Insured Earnings after the Own Occupation period.

B400.0681

All Options

Policy: This term means the group Long Term Disability Income Coverage described in the Policy and this Certificate.

B400.0683

All Options

Reasonable Accommodation: This term means any modification or adjustment that the Employer willingly provides to:

- A job;
- An employment practice;
- A work process; or
- The work place.

The modification or adjustment must make it possible for a Disabled person to:

- Reach the same level of performance as a similarly situated non-disabled person; or
- 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.

B400.0685

All Options

Recurring Disability: This term means a later Disability that:

- Is related to an earlier Disability for which this Certificate paid benefits; and
- Meets the conditions described in the Recurring Disability section of this Certificate.

B400.0686

All Options

Regular and Appropriate Care: This term means, with respect to Your disabling condition(s) and any other condition(s) which, if left untreated, would adversely affect Your disabling condition, You:

- Visit a Doctor as frequently as medically required, according to generally accepted medical standards, to effectively manage these conditions; and
- Are receiving the most appropriate treatment, according to generally accepted medical standards, designed to achieve maximum medical improvement in these conditions.

Treatment must be provided by a Doctor or Doctors whose specialty is most appropriate according to generally accepted medical standards for You:

- Disability; and
- Any other conditions which left untreated would adversely affect Your disabling condition.

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.

B400.0687

All Options

Rehabilitation Agreement: This term means a formal agreement between:

- You;

- Us; and
- Your Employer, if needed

It outlines the Rehabilitation Program in which You agree to take part.

B400.0688

All Options

Rehabilitation Program: This term means a program of work or job-related training for You that We approve in writing. Its aim is to restore Your wage earning abilities.

B400.0689

All Options

Retirement Plan: This term means a defined benefit or defined contribution plan funded wholly or in part by the Employer's deposits for Your benefit. The term does not include:

- Profit sharing plans;
- Thrift plans;
- Non-qualified deferred compensation plans;
- Individual retirement accounts;
- Tax sheltered annuities;
- 401(k), 403(b), 457 or similar plans; or
- 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.**"

B400.0690

All Options

Sickness: This term means an illness or disease. Pregnancy is treated as a Sickness under this Certificate.

B400.0691

All Options

Spouse: This term means the person to whom You are legally married, as recognized and allowed by federal law, or state law in Your state of residence or the state in which the marriage, was recorded.

B400.0693

All Options

We, Us and Our: These terms mean The Guardian Life Insurance Company of America.

B400.0696

All Options

Working While Disabled: This term means You are working and earning a gross Monthly income of 20% or more of Indexed Insured Earnings.

B400.0697

All Options

You or Your: These terms mean the Employee.

B400.0698

All Options

LONG TERM DISABILITY INCOME COVERAGE SCHEDULE OF BENEFITS

Effective January 1, 2024, this Schedule of Benefits is attached to the Certificate. This Schedule of Benefits replaces any previously issued Schedule of Benefits.

B400.0709

All Options

Plan ID A

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

B400.0789

All Options

Plan ID A

Elimination Period For Disability due to Injury the later of: (1) the end of the maximum period for which benefits are payable under the Employer's Short Term Disability Income Coverage plan; or (2) 180 days.
For Disability due to Sickness the later of: (1) the end of the maximum period for which benefits are payable under the Employer's Short Term Disability Income Coverage plan; or (2) 180 days.

B400.0813

All Options

Plan ID A

Maximum Payment Period Social Security Normal Retirement Age Table

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

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

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

But, if Your Disability starts after age 60, and reach the end of the Maximum Payment Period shown in the table, and You have not reached your Social Security Normal Retirement Age, we will extend Your Maximum Payment Period until You reach Social Security Normal Retirement Age.

B400.0827

All Options

Plan ID A

Gross Monthly Benefit 60% of Your Insured Earnings to a maximum benefit of \$8,000.00.

The benefit will be rounded to the nearest \$1.00, if not already a multiple of that amount.

Note:We integrate Your Gross Monthly Benefit with certain other income You may receive. Read all of the terms of this Certificate to see:

- The other income with which We integrate; and
- How We integrate.

B400.0847

All Options

Changes To Coverage

Changes In Coverage Amounts If You are not Actively At Work on a Full-Time basis, any change in Your amount of coverage will not become effective prior to the date You return to Active Work on a Full-Time basis.

Changes In Insurance Classification If Your classification changes, coverage will not be changed to the new amount until the first day on which You are: (1) Actively At Work on a Full-Time basis; and (2) make a contribution, if required, for the new classification.

If a contribution is required for the new classification for which a larger amount of coverage is provided, You must make the required contribution for the new amount within 31 days of the change. If You do not make the required contribution within 31 days of the change or within 31 days of becoming Actively At Work on a Full-Time basis, if You are not Actively At Work on a Full-Time basis, when Your classification changes, no increase will be allowed due to such change or any later change. In that case, in order to become covered for the larger amount, You must:

- Make the required contribution for the new amount; and
- Furnish Proof of Insurability to Us, which We approve in writing.

If the coverage amount was previously reduced because of age or retirement, it will be retained at the reduced amount.

B400.0955

All Options

SUPPLEMENTAL RIDERS

B400.1169

All Options

CERTIFICATE RIDER

This Rider is effective as of the effective date of the Employee's Certificate. If this Rider is added to an inforce Certificate, the Rider becomes effective on its issue date. This Rider amends the Certificate by the addition of the following:

Income Recovery Benefit Rider

This Rider may pay an Income Recovery Benefit, if Monthly Benefits cease because You are no longer Disabled.

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

- Able to perform the major duties of Your Own Occupation or, if the Certificate has paid all benefits for the Own Occupation period, able to perform the major duties of any Gainful Occupation;
- Working in Your Own Occupation or, if the Certificate has paid all benefits for the Own Occupation period, Your Gainful Occupation, the same number of hours as You did prior to Disability;
- Unable to earn the Certificate'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: (1) Your Gross Monthly Benefit as of the last month You were Disabled under the terms of the Certificate; less (2) Other Income Benefits.

In step two, We make a current earnings adjustment.

We add:

- Your Gross Monthly Benefit as of the last month You were Disabled under the terms of the Certificate; and
- Your current Disability Earnings.

If such sum exceeds 100% of Your Insured Earnings, We pay the amount in step one less the excess over 100%. If such sum does not exceed 100%, We pay the amount in step one.

We stop paying this benefit on the earliest of:

- The date You are able to earn the Certificate's maximum allowable Disability Earnings;
- The date You become Disabled;
- The date You stop working;
- The date 12 months in a row after the first Income Recovery Benefit is paid; or

- 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 Recurring Disability.

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

The Guardian Life Insurance Company of America



Michael Prestileo, Senior Vice President

B400.1300

All Options

CERTIFICATE RIDER

This Rider is effective as of the effective date of the Employee's Certificate. If this Rider is added to an inforce Certificate, the Rider becomes effective on its issue date. This Rider amends the Certificate by the addition of the following:

Survivor Benefit Rider

This Rider may pay a Survivor Benefit, according to the terms below.

What We Pay: We may pay a Survivor Benefit if You die after You:

- Had been Disabled for at least six months in a row; and
- Were entitled to receive at least one full Monthly Benefit prior to Your death.

When We receive proof of Your death, We pay Your Eligible Survivor a lump sum benefit.

But, We first apply such benefit to reduce any overpayment You may owe Us.

If You have no Eligible Survivor, no Survivor Benefit is paid.

Accelerated Survivor Benefit

If You have a terminal illness, We may accelerate payment of this Rider's Survivor Benefit.

For purposes of the accelerated Survivor Benefit, a terminal illness means a medical condition that is expected to result in Your death within 6 months.

To receive an accelerated Survivor Benefit, You must:

- Be entitled to receive a Monthly Benefit from the Certificate;
- Request this benefit in writing; and
- Provide written proof of terminal illness from a Doctor.

But, We will not pay an accelerated Survivor Benefit if there are less than 6 months remaining in the maximum benefit period.

If You choose to receive an accelerated Survivor Benefit, no Survivor Benefit is payable on Your death.

Definitions

This section defines certain terms appearing in this Rider. Additional terms, not listed here, are defined in the Certificate.

Eligible Survivor: This term means Your Spouse, if living. If Your Spouse is not living, Your Eligible Survivor is Your:

- Unmarried child under age 20; and

- 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 You die, this benefit will be paid to each child in equal shares.

Survivor Benefit: This term means an amount equal to 3 times the amount of Your last Monthly Benefit after it is reduced by Disability Earnings.

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

The Guardian Life Insurance Company of America



Michael Prestileo, Senior Vice President

B400.1254

CERTIFICATE AMENDATORY RIDER

This Rider is effective on the Policy Date. If this Rider is added after the Policy Date, the Rider becomes effective on its issue date.

This Rider amends the Certificate by the replacement of the following Benefit Provisions:

Other Income Benefits: You may receive, or be entitled to receive, income shown in the list below.

We will reduce Your Gross Monthly Benefit by such other income benefits to determine Your Monthly Benefit from this Certificate.

- Commissions or monies received, payable but deferred, or paid after Disability benefits start.

This includes:

- Vested and nonvested renewal commissions;
- Bonuses;
- Royalties; and
- 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 policies or plans of the Employer. This includes payments made by a group life insurance plan due to Your Disability. This does not include payments made from a group life insurance plan's:
 - Accelerated death benefit; or
 - Like provision that allows payment of such plan's proceeds due to terminal illness.
- Disability benefits from any other group policy or plan; but, if the other group plan was in force prior to this Certificate, and the other group plan also deducts for disability benefits from any other group plan, We will not deduct these other group disability benefits.
- Income from sick leave, salary continuance or paid time off, exclusive of vacation time accrued prior to Disability, but only to the extent that such income plus the amount of Your Gross Monthly Benefit is more than 100% of Your Indexed Insured Earnings. This applies whether such benefits are sponsored on a formal or informal basis. This includes:
 - Donated;
 - Lump sum; and
 - Recurrent payments of accrued sick leave benefits.

But, if You are working while Disabled, We will account for such income as described in Adjustment of Monthly Benefit for Disability Earnings.

- Income received from partnership distributions but only to the extent that such income plus the amount of Your Gross Monthly Benefit is more than 100% of Your Indexed Insured Earnings.
- Benefits from: The United States Social Security Act; The Railroad Retirement Act; or any other like U.S. or Canadian plan or act.

This includes:

- (a) All disability benefits for which: (i) You are entitled; and (ii) Your spouse and children are entitled due to Your Disability;
- (b) All unreduced retirement benefits for which: (i) You are entitled and awarded; and (ii) Your spouse and children are entitled and awarded due to Your entitlement; and
- (c) All reduced retirement benefits paid to: (i) You; and (ii) Your spouse and children due to Your receipt of such benefits.

We do not reduce Your Gross Monthly Benefit by the retirement benefits described in (b) and (c) above, to the extent that You and Your dependents were entitled and awarded such income prior to the start of Disability. We will reduce the Gross Monthly Benefit by marginal increases in such income You and Your dependents were entitled and awarded after Disability begins.

We will reduce Your Gross Monthly Benefit by Your dependents' benefits described in (a), (b) and (c) above if: (i) the dependents' benefits are provided to You by the Social Security Administration; (ii) at the time that the Social Security Administration makes its first payment of the dependent benefits described in (a), (b), and (c) above, the dependent child remains a minor dependent or an adult Disabled dependent, and (iii) the dependent benefits You are entitled to are greater than any dependent benefit being received by another person. Under these circumstances, We will reduce Your Gross Monthly Benefit by the difference between the amount the dependent was awarded under the prior recipient and the amount awarded the dependent under Your benefits.

We do not reduce Your Gross Monthly Benefit by the benefits to which You are entitled, as described in (a), (b), and (c) above unless such benefits are greater than any widow/widower benefit You are receiving. And then We reduce Your Gross Monthly Benefit by the difference.

- Income of the type that is included in Your Insured Earnings for purposes of determining Your Gross Monthly Benefit under this Certificate.
- That portion of Retirement Plan retirement benefits which the Employer funds.
- That portion of Retirement Plan disability benefits which the Employer funds.

- Retirement benefits or Retirement Plan disability benefits, due to Your Disability, from any Government Plan other than those shown above.
- Disability benefits from any:
 - No-Fault Motor Vehicle Coverage;
 - Motor vehicle financial responsibility act; or
 - Like law.
- Payment or settlement, with or without admission of liability, from: A Workers' Compensation law; an occupational disease law; or any other act or law of like intent.

This includes:

- The Jones' Act;
- The Longshoreman's and Harbor Workers' Compensation Act; or
- Any Maritime doctrine of Maintenance, Wages or Cure.

If You receive a payment net of attorney fees approved by the Workers' Compensation Board or similar authority, We reduce Our benefit by the net payment.

- Disability benefits from any third party when Your Disability is the result of the negligence or intentional tort liability of that third party.
- Unemployment compensation benefits.
- Payment from Your Employer as part of a termination or severance agreement.
- Payments from a paid leave, or a similar plan that pays for an approved leave, but only to the extent that such income plus the amount of Your Gross Monthly Benefit is more than 100% of Your Insured Earnings.

We reduce Your Gross Monthly Benefit with income shown above that You are entitled to receive without regard to the reason You are entitled to receive it.

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

B441.0018

All Options

Other Income Not Subject To Deduction: We will not reduce Your Gross Monthly Benefit by any income You receive or are entitled to receive from the list below.

- Deferred compensation arrangements such as 401(k), 403(b) or 457 plans;
- Profit sharing plans;
- Thrift plans;

- Tax sheltered annuities;
- Stock ownership plans;
- Individual Retirement Accounts (IRA);
- Individual disability income policies;
- Credit disability insurance;
- Non qualified plans of deferred compensation;
- Pension plans for partners;
- Retirement plans of another Employer not affiliated with this Certificate;
- Military pension and disability plans;
- Critical Illness insurance, unless the benefit is paid out as a wage replacement benefit;
- Accident Insurance, unless the benefit is paid out as a wage replacement benefit;
- Specified Disease insurance, unless the benefit is paid out as a wage replacement benefit;
- Cancer insurance, unless the benefit is paid out as a wage replacement benefit.

This Rider is part of the Certificate. Except as state in this Rider, nothing contained in this Rider changes or affects any other terms of the Certificate.

The Guardian Life Insurance Company of America



Michael Prestileo, Senior Vice President

B441.0022

CERTIFICATE AMENDATORY RIDER

This Rider amends the Long Term Disability Certificate as follows and is effective on January 1, 2024.

This Rider amends the Certificate by replacing the Subrogation provision as shown below.

Subrogation: When this Certificate pays a benefit, We will immediately be subrogated to Your rights of recovery from any third party to the full extent of benefits paid. However, if less than the full value of the loss is recovered for comparative negligence, Our claim shall be diminished in the same proportion as Your interest is diminished. If a dispute regarding the distribution of the recovery of the claim arises, either party may file an action under Chapter 2721 of the Revised Code of Ohio to resolve the issue of the distribution of the recovery.

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

The Guardian Life Insurance Company of America



Michael Prestileo, Senior Vice President

B441.0562

All Options

The following notice applies if your plan is governed by the Employee Retirement Income Security Act of 1974 and its amendments. This notice is not part of the Guardian plan of insurance or any employer funded benefits, not insured by Guardian.

STATEMENT OF ERISA RIGHTS

The Guardian Life Insurance Company of America
10 Hudson Yards
New York, New York 10001
(212) 598-8000

Your group Short Term and/or Long Term Disability Income benefits may be covered by the Employee Retirement Income Security Act of 1974 (ERISA). If so, you are entitled to certain rights and protections under ERISA.

ERISA provides that all plan participants shall be entitled to:

**Receive Information
about Your Plan and
Benefits**

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

**Prudent Actions by
Plan Fiduciaries**

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

**Enforcement of
Your Rights**

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

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

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

Disability Benefits Claims Procedure If you seek benefits under the plan you should complete, execute and submit a claim form. Claim forms and instructions for filing claims may be obtained from The Guardian Life Insurance Company of America (hereinafter referenced as Guardian).

Guardian is the Claims Fiduciary with discretionary authority to interpret and construe the terms of the Policy, the Certificate, the Schedule of Benefits, and any riders, or other documents or forms that may be attached to the Certificate or the Policy, and any other plan documents. Guardian has discretionary authority to determine eligibility for benefits and coverage under those documents. Guardian has the right to secure independent professional healthcare advice and to require such other evidence as needed to decide your claim.

In addition to the basic claim procedure explained in your certificate, Guardian will also observe the procedures listed below. These procedures are the minimum requirements for benefit claims procedures of employee benefit plans covered by Title 1 of ERISA.

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

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

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

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

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

B997.0370

**Adverse Benefit
Determination**

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

- The specific reason(s) for the adverse determination;
- References to the specific provisions in the Policy, Certificate, plan or other documents, on which the determination is based;
- A description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary;
- A description of the plan's claim review procedures which a claimant may follow to have a claim for benefits reviewed and the time limits applicable to such procedures;
- A statement disclosing any internal rule, guideline, protocol or similar criterion relied on in making the adverse benefit determination (or a statement that such information will be provided free of charge upon request); or a statement that no internal rule, guideline, protocol or similar criterion was relied upon in making the adverse benefit determination;
- If applicable, an explanation of the basis of disagreement with or not following the views presented by you, of health care professionals who treated you and vocational professionals who evaluated you;
- If applicable, an explanation of the basis for disagreeing with or not following the views of any medical or vocational expert whose advice was obtained on our behalf in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the determination;

- If applicable, an explanation of the basis for disagreeing with or not following a disability determination made by the Social Security Administration that you present to us;
- A description of the plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on appeal, and;
- In the case of an adverse benefit determination based on medical necessity or experimental treatment, notice will either include an explanation of the scientific or clinical basis for the determination, or a statement that such explanation will be provided free of charge upon request.

Appeal of Adverse Benefit Determinations

If a claim is wholly or partially denied, the claimant will have up to 180 days to make an appeal. Guardian will conduct a full and fair review of an appeal which includes providing to claimants the following:

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

In reviewing an appeal, Guardian will:

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

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

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

In the event Guardian denies the appeal of an adverse benefit determination, it will:

- Provide the specific reason or reasons why the appeal was denied;
- Refer to the specific provisions in the Policy, Certificate, plan, or other documents on which the benefit determination is based;
- Provide a statement that the claimant is entitled to receive, upon request and free of charge, reasonably access to, and copies of all documents, records, and other information relevant to the claimant's claim for benefits;
- Provide a statement disclosing any internal rule, guideline, protocol or similar criterion relied on in making the adverse benefit determination (or a statement that such information will be provided free of charge upon request); or a statement that no internal rule, guideline, protocol or similar criterion was relied upon in making the adverse benefit determination;
- If applicable, provide an explanation of the basis of disagreement with or not following the views presented by you, of health care professionals who treated you, and vocational professionals who evaluated you;
- If applicable, provide an explanation of the basis for disagreeing with or not following the views of any medical or vocational expert whose advice was obtained on our behalf in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the determination;
- If applicable, provide an explanation of the basis for disagreeing with or not following a disability determination made by the Social Security Administration that you present to us;
- Provide a statement describing the claimant's right to bring a civil suit under Section 502(a) of the Employee Retirement Income Security Act of 1974 which shall also describe any applicable contractual limitations period that applies the claimant's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim, and;

- In the event the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, provide either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

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

In addition to any legal rights you may have under section 502(a), if you believe that we have violated ERISA's procedural requirements, you may request that we review any claimed violation(s) and we will respond to you within ten days.

B997.0371

You May not be covered by all options in this Certificate.

This Certificate contains all the benefits and options that are available under the Policy. You are insured only for those benefits and options that you are eligible and enrolled for, and for which the required premium has been paid.

CERTIFICATE OF COVERAGE

The Guardian

10 Hudson Yards
New York, New York 10001

The group Critical Illness coverage described in this Certificate is attached to the group Policy effective January 1, 2024. This Certificate replaces any Certificate previously issued under this Plan or under any other plan providing similar or identical benefits issued to the planholder by Guardian.

Important Notice: This is a limited plan of Critical Illness insurance. It is a supplement to health insurance. It is not a substitute for hospital or medical expense insurance, a health maintenance organization (HMO) contract, or major medical expense insurance. Please read this Plan carefully to fully understand what it covers, limits, and excludes.

GROUP CRITICAL ILLNESS COVERAGE

Guardian certifies that the Employee to whom this Certificate is issued is entitled to the benefits described herein. However, the Employee must: (a) satisfy all of this Plan's eligibility and effective date requirements; (b) be listed in Our and/or the Policyholder's records as a validly covered Employee under this Plan; and (c) all required premium payments must have been made by or on behalf of the Employee.

The Employee and/or his or her Dependents are not covered by any part of this Plan for which he or she has waived coverage. Such a waiver of coverage is shown in Our and/or the Policyholder's records.

Policyholder: MENTOR EXEMPTED VILLAGE SCHOOL DISTRICT

Group Policy Number: 00057022



Michael Prestileo, Senior Vice President

B005.0138

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All Options

DEFINITIONS

This section defines certain terms appearing in Your Certificate.

B040.0004

All Options

Active Work or Actively At Work: These terms mean Your performance of all the duties that pertain to Your work at the place: (1) where it is normally done; or (2) where it is required to be done by Your Employer.

B040.0882

All Options

Board Certified: This term means a Doctor who has been certified in the appropriate medical specialty by a member board of the American Board of Medical Specialties.

B005.0010

All Options

Covered Dependent Child: This term means Your eligible dependent child covered under this Plan.

B005.0011

All Options

Covered Person: This term means You, if You are covered under this Plan and Your covered dependents.

B005.0012

All Options

Critical Illness: This term means any of the conditions shown in the Covered Critical Illnesses section of this Plan.

B005.0013

All Options

Diagnosis: This term means the establishment of a Critical Illness by a Doctor through the use of clinical and/or lab findings, as described in the Covered Critical Illnesses section of this Plan.

B005.0042

All Options

Doctor: This term means any medical practitioner We are required by law to recognize. He or she must: (1) be properly licensed or certified by the laws of the state where he or she practices; and (2) provide services that are within the lawful scope of his or her practice.

B005.0014

All Options

Eligibility Date: For Employee coverage, this term means the earliest date You are eligible for coverage under this Plan. For dependent coverage, this term means the earliest date on which: (1) You have Initial Dependents; and (2) are eligible for dependent coverage.

B005.0016

All Options

Employee: This term means a person who works for the Employer and whose income is reported for tax purposes using a W-2 form.

B005.0018

All Options

Employer: This term means MENTOR EXEMPTED VILLAGE SCHOOL DISTRICT .

B005.0019

All Options

Enrollment Period: This term means the 31 day period which starts on the date You first become eligible for dependent coverage.

B005.0020

All Options

Full-Time: This term means You regularly work at least the number of hours in the normal work week set by the Employer (but not less than 30 hours per week), at: (1) Your Employer's place of business; (2) some place where the Employer's business requires You to travel; or (3) any other place You and Your Employer have agreed upon for the performance of occupational duties.

B005.0021

All Options

Initial Dependents: This term means eligible dependents You have at the time You first become eligible for Employee coverage. If at this time You do not have any eligible dependents, but You later acquire them, the first eligible dependents You acquire are Your initial dependents.

B005.0023

All Options

Injury: This term means: (1) all damage to a Covered Person's body due to an accident; and (2) all complications arising from that damage.

B005.0024

All Options

Medically Necessary This term means health services and supplies that are all of the following:

- (1) medically appropriate;
- (2) needed to Diagnose or treat a Sickness or Injury;
- (3) consistent in type, frequency, and length of treatment with scientifically based guidelines of national medical research or health care coverage organizations or government agencies;
- (4) needed for reasons other than comfort or convenience of the Covered Person or Doctor;
- (5) of proven medical value; and
- (6) done with the appropriate level of service or supply needed to provide safe and adequate care.

B005.0025

All Options

Newly Acquired Dependent: This term means an eligible dependent You acquire after You already have coverage in force for Initial Dependents.

B005.0026

All Options

Plan: This term means the group Critical Illness coverage plan described in the Policy and this Certificate.

B005.0028

All Options

Proof of Insurability: This term means the completion of an evidence of insurability form, acceptable to Us, showing that a person is insurable.

B005.0029

All Options

Sickness: This term means any illness or disease suffered by a Covered Person.

B005.0030

All Options

Spouse: This term means Your lawful spouse.

B014.0007

All Options

We, Us, Our and Guardian: These terms mean The Guardian Life Insurance Company of America.

Your or Your: These terms mean the insured Employee.

B005.0032

All Options

GENERAL PROVISIONS

B005.0033

All Options

Applicable Benefits

This Certificate may include multiple benefit options and types of benefits. In the event that the Certificate includes such multiple benefit options and types of benefits, each Covered Person will only be covered for those applicable benefits that (1) were previously selected in a manner and mode acceptable to Guardian such as an enrollment form and (2) for which applicable premium has been received by Guardian.

B005.0034

All Options

Limitation of Authority

No person, except by a writing signed by the President, a Vice President or a Secretary of Guardian, has the authority to act for Us to: (1) determine whether any contract, Policy or certificate is to be issued; (2) waive or alter any provisions of any contract or Policy, or any of Our requirements; (3) bind Us by any statement or promise relating to any contract, Policy or certificate issued or to be issued; or (4) accept any information or representation which is not in a signed application.

B005.0035

All Options

Incontestability

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

No statement in any application, except a fraudulent statement, made by a Covered Person will be used to contest the validity of his or her insurance or to deny a claim for a loss incurred after such insurance has been in force for two years during his or her lifetime.

If the Policy replaces a plan your Employer had with another insurer, we may rescind the Plan based on misrepresentations made by the Employer or an Employee in a signed application for up to two years from the effective date of the Plan.

In the event Your insurance is rescinded due to a fraudulent statement made in Your application We will refund premiums paid for the periods such insurance is void. The premium paid by You will be sent to Your last known address on file with Your Employer or Us.

B005.0036

All Options

Examination and Autopsy

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

B005.0038

All Options

Critical Illness Claims Provisions

Your right to make a claim for Critical Illness benefits provided by the Policy is governed as shown below.

Notice

You must send Us written notice of an Injury or sickness for which a claim is being made within 20 days of the date the Injury occurs or the sickness starts. This notice should include Your name and the Policy number. If the claim is being made for any other Covered Person, his or her name should also be shown.

Claim Forms

We will furnish You with forms for filing proof of loss within 15 days of receipt of notice. If We do not furnish the forms on time, We will accept a written description and adequate proof of the Injury or sickness that is the basis of the claim as proof of loss. You must detail the nature and extent of the loss for which the claim is being made.

Proof Of Loss

You must send written proof to Our designated office within 90 days of the loss.

Late Notice Of Proof

We will not void or reduce Your claim if You cannot send Us notice and proof of loss within the required time. In that case, You must send Us notice and proof as soon as reasonably possible.

Payment Of Benefits

We will pay Critical Illness benefits as soon as we receive written proof of loss.

Unless otherwise required by law or regulation, We pay all Critical Illness benefits to You if you are living. If You are not living, We have the right to pay all Critical Illness benefits to one of the following: (1) Your estate; (2) Your spouse; (3) Your parents; (4) Your children; or (5) Your brothers and sisters.

Legal Actions

No legal action against this Plan shall be brought until 60 days from the date proof of loss has been given as shown above. No legal action shall be brought against this Plan after three years from the date written proof of loss is required to be given.

Workers' Compensation

The Critical Illness benefits provided by this Plan are not in place of and do not affect requirements for coverage by Workers' Compensation.

B005.0039

ELIGIBILITY FOR CRITICAL ILLNESS - EMPLOYEE COVERAGE

Eligible Employees

Subject to the conditions of eligibility set forth below, and to all of the other conditions of the Plan, You are eligible if You are in an eligible class of Employees and are an active Full-Time Employee.

If You are a partner or proprietor, We will treat You like an Employee if You meet the Plan's conditions of eligibility.

Conditions of Eligibility

You are eligible for Critical Illness coverage if You are;

- Legally working in the United States, or working outside of the United States for a United States based employer in a country or region approved by Us; and
- 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: (1) the Employer's place of business; (2) some place where the Employer's business requires You to travel; or (3) any other place You and the Employer have agreed upon for the performance of occupational duties.

You are **not** eligible for Critical Illness coverage if You are a temporary or seasonal Employee.

Enrollment Requirement: If You must pay all or part of the cost of Your coverage, We will not cover You until You enroll and agree to make the required payments.

Proof of Insurability: If You: (1) do not meet this Plan's enrollment requirement within 31 days after You first become eligible; or (2) enroll after You previously had coverage which ended because You failed to make a required payment, We will ask for Proof of Insurability. And, You will not be covered until We approve that Proof of Insurability in writing.

Part or all of Your insurance amounts may be subject to Proof of Insurability. The Schedule of Benefits explains if and when We require Proof of Insurability. You will not be covered for any amount that requires such Proof of Insurability until You give the Proof of Insurability to Us and We approve that Proof of Insurability in writing.

If Your active Full-Time service ends before You meet any Proof of Insurability requirements that apply You will still have to meet those requirements if You are later re-employed by the Employer or an associated company.

B005.0043

All Options

The Waiting Period If You are in an eligible class, You are eligible for Critical Illness coverage under this Plan after You complete the service waiting period, if any, established by the Employer.

B005.0045

All Options

Multiple Employment If You work for both the Employer and a covered associated company, or for more than one covered associated company, We will treat You as if only one firm employs You. You will not have multiple Critical Illness coverages under this plan. But, if this Plan uses the amount of Your earnings to set the rates, determine class, figure coverage amounts, or for any other reason, such earnings will be figured as the sum of Your earnings from all covered Employers.

B005.0046

All Options

When Employee Coverage Starts

Your eligibility date is the date You have met all of the conditions of eligibility.

Whether You must pay all or part of the cost of Your coverage, You must elect to enroll and agree to make the required payments before Your coverage will start. If You do this on or before Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You do this within 31 days after Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You elect to enroll and agree to make the required payments more than 31 days after Your Eligibility Date, Your coverage will not be scheduled to start until You send Us Proof of Insurability. Once We have approved such Proof of Insurability, Your coverage is scheduled to start on the effective date shown in the endorsement section of Your evidence of insurability form.

Any part of Your coverage which is subject to Proof of Insurability will not start unless You send such Proof of Insurability to Us, and We approve it in writing. Once We have approved it, that part of Your coverage is scheduled to start on the effective date shown in the endorsement section of Your evidence of insurability form. If Your active service ends before You meet any Proof of Insurability requirements that apply You will still have to meet those requirements if You are later re-employed by the Employer or an associated company.

On the date all or part of Your coverage is scheduled to start, You must be: (1) Actively At Work; (2) fully capable of performing the major duties of Your regular occupation; and (3) working Your regular number of hours. In that case, Your coverage will start at 12:01 A.M. Standard Time for Your place of residence on that date. In any other case, We will postpone the start of Your coverage until the date You: (a) return to Active Work; (b) are working Your regular number of hours; and (c) are fully capable of performing the major duties of Your regular occupation. 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; during a layoff of less than 180 days in duration; during an approved leave of absence not due to sickness or injury, of 90 days or less; or on a day during a period of absence that is less than 7 days in duration; and if: (a) You were fully capable of performing the major duties of Your regular occupation for the Employer on a full-time basis at 12:01 AM Standard Time for Your place of residence on the scheduled effective date; and (b) You were performing the major duties of Your regular occupation and working Your regular number of hours on Your last regularly scheduled work day; Your coverage will start on the scheduled effective date.

Delayed Effective Date For Voluntary Critical Illness Coverage: If You are not Actively At Work on the date Your Voluntary Critical Illness coverage is scheduled to start due to Sickness or Injury, We will postpone coverage for an otherwise covered loss due to that Sickness or Injury. We will postpone such coverage until You complete ten days in a row without missing a work day due to that Sickness or Injury in which You are: (1) Actively At Work; (2) fully capable of performing the major duties of Your regular occupation; and (3) working Your regular number of hours. Coverage for an otherwise covered loss due to all other conditions will start on the date You are: (a) Actively At Work; (b) fully capable of performing the major duties of Your regular occupation; and (c) working Your regular number of hours.

Exception to When Employee Coverage Starts: If You are not capable of performing the major duties of Your regular occupation for Your Employer on a full-time basis on the date Your coverage is scheduled to start, You will be insured for Critical Illness insurance if:

1. You were insured under the prior insurer's group critical illness policy at the time of the transfer;
2. You are a member of an eligible class; and
3. premiums for You were paid up to date; and
4. You are not receiving or eligible to receive benefits under the prior insurer's group critical illness policy.

Any Critical Illness benefit payable will be the lesser of:

1. the Critical Illness benefit payable under the Group Policy; or
2. the critical illness benefit payable under the prior insurer's group critical illness policy had it remained in force.

The Critical Illness benefit payable will be reduced by any amount paid by the prior insurer's group critical illness policy.

All other provisions under this Policy will apply under the Exception to When Employee Coverage Starts.

You will remain insured under this provision until the first to occur of:

1. the date You are fully capable of performing the major duties of Your regular occupation for Your Employer on a full-time basis;
2. the date insurance terminates for one of the reasons stated in When Employee Coverage Ends;
3. the last day of a period of 12 consecutive months which begins on the Policy effective date; or
4. the last day You would have been covered under the prior insurer's group critical illness policy, had the prior plan not terminated.

B005.0078

All Options

When Employee Coverage Ends

Your coverage will end on the first of the following dates:

- The date in which Your active service ends for any reason. Your active service ends when You are no longer: (1) Actively At Work; and (2) working Your regular number of hours.
- The date You stop being an eligible Employee under this Plan.
- The date You are no longer working in the United States or working outside of the United States for a United States based Employer in a country or region approved by Us.
- The date the group Plan ends, or is discontinued for a class of Employees to which You belong.
- The last day of the period for which required payments are made for You.

B005.0050

All Options

Your Right to Continue Critical Illness Coverage During a Family Leave of Absence

Important Notice: This section may not apply to Your Employer's Plan. You must contact Your Employer to find out if he or she must allow for a family leave of absence under federal law. If he or she must allow for such leave, this section applies.

If Your Coverage Would End: Your Critical Illness coverage would normally end because You cease work due to an approved leave of absence. But, You may continue Your coverage if the leave has been granted: (1) to allow You to care for a seriously injured or ill spouse, child or parent; (2) after the birth or adoption of a child; (3) due to Your own serious health condition; or (4) because of a serious Injury or illness arising out of the fact that Your spouse, child, parent or next of kin who is a covered service member is on active duty, or has been notified of an impending call or order to active duty, in the Armed Forces in support of a contingency operation. To continue Your coverage, You will be required to pay the same share of the premium as You paid before the leave of absence.

When Continuation Ends: Continued coverage will end on the earliest of the following:

- The date You return to Active Work.
- In the case of a leave granted to You to care for a covered service member, the end of a total leave period of 26 weeks in one 12 month period. This 26 weeks total leave period applies to all leaves granted to You under this section for all reasons. If You take an additional leave of absence in a subsequent 12 month period, continued coverage will cease at the end of a total leave period of 12 weeks.
- In any other case, the end of a total leave period of 12 weeks in any 12 month period.
- The date on which Your Employer's Plan is terminated or You are no longer eligible for coverage under this Plan.
- The end of the period for which 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: (1) 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 (2) results in the call or order to, or retention on, active duty of members of the uniformed services under any provision of law or during a national emergency declared by the President or Congress.
- **Covered Service Member:** 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 is: (1) undergoing medical treatment, recuperation or therapy; (2) otherwise in Outpatient Status; or (3) otherwise on the temporary disability retired list.
- **Next Of Kin:** This term means Your nearest blood relative.

- **Outpatient Status:** This term means, in the case of a covered service member, that he or she is assigned to: (1) a military medical treatment facility as an outpatient; or (2) 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 Service Member, 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: (1) office; (2) grade; (3) rank; or (4) rating.

B005.0062

All Options

**ELIGIBILITY FOR CRITICAL ILLNESS COVERAGE -
DEPENDENT COVERAGE**

B005.0063

All Options

Eligible Dependents for Dependent Critical Illness Coverage

B005.0064

All Options

**Eligible Dependents
for Voluntary
Dependent Critical
Illness** Your eligible dependents are Your spouse and unmarried dependent children
from birth until they reach age 26.

B005.0080

All Options

Adopted Children and Step-Children

Your "unmarried dependent children" include Your legally adopted children, and Your step-children. But, Your step-children must depend on You for most of their support and maintenance. We treat a child as legally adopted from the time the child is placed in Your home for the purpose of adoption. We treat such a child this way whether or not a final adoption order is ever issued.

B005.0065

All Options

Dependents Not Eligible

We exclude any dependent who is on active duty in any armed force. And, We exclude any dependent who is covered by this Plan as an Employee.

A child may be an eligible dependent of more than one Employee who is insured under this Plan. In that case, the child may be insured for dependent Critical Illness benefits by only one Employee at a time.

B005.0066

Handicapped Children

You may have an unmarried child who is: (a) incapable of self-sustaining employment by reason of a mental or physical handicap or developmental disability; and (b) chiefly dependent upon You for support and maintenance. In that case such a child may remain eligible for dependent benefits past the age limit subject to the conditions shown below.

- His or her condition started before he or she reached the age limit.
- He or she became covered for dependent Critical Illness benefits before he or she reached the age limit, and remained continuously covered until he or she reached the age limit.
- He or she stays unmarried and remains: (i) incapable of self-sustaining employment; and (ii) dependent upon You for most of his or her support and maintenance.
- You send Us written proof, and We approve such proof, of the child's disability and dependence within 31 days from the date he or she reaches the age limit. After the two year period following the child's attainment of the age limit, We can ask for periodic proof that the child's condition continues, but We cannot ask for this proof more than once a year.

The child's coverage ends when Your coverage ends.

B005.0067

Proof of Insurability

We require Proof of Insurability that a dependent is insurable if You: (1) enroll a dependent who was previously declined or would have been considered a late enrollee under a group critical illness coverage plan providing dependent coverage which this Plan replaced; (2) enroll a dependent and agree to make the required payments after the end of the Enrollment Period.

A dependent is not covered by any part of this Plan that requires such Proof of Insurability until You give Us this Proof of Insurability and We approve it in writing.

If Your dependent coverage ends for any reason, including failure to make the required payments, Your dependent will not be covered by this Plan again until You give Us new Proof of Insurability that they are insurable and We approve that Proof of Insurability in writing.

B005.0069

All Options

When Dependent Coverage Starts

In order for Your dependent coverage to start, You must already be covered for Employee coverage, or enroll for Employee and dependent coverage at the same time.

Subject to the Exception below and to all of the other terms of this Plan, the date Your dependent coverage starts depends on when You elect to enroll Your Initial Dependents and agree to make any required payments. If You do this on or before Your Eligibility Date, the dependent's coverage is scheduled to start on the later of Your eligibility date and the date you become covered for Employee coverage.

If You do this within the Enrollment Period, the coverage is scheduled to start on the date You become covered for Employee coverage.

If You do this after the Enrollment Period ends, Your dependent coverage is subject to Proof of Insurability and will not start until We approve that Proof of Insurability in writing.

Once You have dependent child coverage for Your Initial Dependent child(ren) any Newly Acquired Dependent children will be covered as of the date he or she is first eligible.

If Proof of Insurability is required for dependent benefits as explained above, those benefits will not be scheduled to start until You give Us Proof of Insurability that the dependent is insurable. Once We have approved that Proof of Insurability, those benefits will be scheduled to start on the effective date shown in the endorsement section of Your application.

B005.0070

All Options

Exception We will postpone the effective date of a dependent's, other than a newborn child's, coverage if, on that date, he or she is: (1) confined to a hospital or other health care facility; (2) home confined; or (3) unable to perform two or more Activities of Daily Living. In that case, We will postpone the effective date of his or her coverage until the day after the date: (a) of his or her discharge from such facility; (b) his or her home confinement ends; or (c) he or she is no longer requires assistance with two or more Activities of Daily Living. If a dependent was covered under a prior plan at transfer, this language will not apply to the amount of coverage that was in force with the prior plan.

B005.0071

When Dependent Coverage Ends

Dependent coverage ends for all of Your dependents when Your Employee coverage ends. Dependent coverage also ends for all of Your dependents when You stop being a member of a class of Employees eligible for such coverage. And, it ends when this Plan ends, or when dependent coverage is dropped from this Plan for all Employees or for Your class.

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

Your dependent's coverage ends when he or she stops being an eligible dependent. This happens to a child at 12:01 A.M. on the date the child attains this Plan's age limit, when he or she marries, or when a step-child is no longer dependent on You for support and maintenance. It happens to a spouse: (1) when a marriage ends in legal divorce or annulment; and (2) at 12:01 A.M. on the date the spouse reaches the limiting age, if applicable.

B005.0075

All Options

CRITICAL ILLNESS COVERAGE

This Certificate includes the Schedule of Benefits form. Your class and benefit options are shown in the Schedule of Benefits that applies to You.

Subject to all of this Plan's terms, We will pay the benefits described below if a Covered Person is Diagnosed with a listed Critical Illness on or after the date he or she becomes covered by this Plan.

This Plan pays no Critical Illness benefits for any condition other than those listed below in Covered Critical Illnesses.

B005.0083

All Options

Critical Illness Benefits

This Plan will pay a benefit based on the benefit amount for which a Covered Person is covered. The benefit will be subject to all of the terms of this Plan.

This Plan only pays benefits for the occurrence of the Critical Illnesses listed and defined in the Covered Critical Illnesses section below.

Each Critical Illness must occur while the Covered Person is covered by this Plan. This Plan deems each Critical Illness to occur on the date described for each Critical Illness in the Covered Critical Illnesses section below.

Where one Critical Illness is caused by or contributes to another Critical Illness, only one benefit is payable. We will pay the greater of the benefits payable. If the amount payable for each Critical Illness is the same, You may choose which benefit to receive.

This Plan may pay a different level of benefits for the First Occurrence and the Recurrence of a Critical Illness. For some Critical Illnesses We pay no benefits for a Recurrence. The benefit levels are shown in the Schedule of Benefits.

By First Occurrence We mean the first time a Covered Person is Diagnosed with a Critical Illness while insured by this Plan. By Recurrence, We mean the second time a Covered Person is diagnosed with the same Critical Illness while insured by this Plan. We pay no benefits for occurrences beyond the second time.

B005.0084

All Options

Covered Critical Illnesses

B005.0086

All Options

Cancer Related Conditions

B005.0087

All Options

Benign Brain Tumor We pay a benefit if a Covered Person is Diagnosed with a Benign Brain Tumor, which means a non-cancerous brain tumor confirmed by the examination of tissue (biopsy or surgical excision) or specific neuroradiological examination. The tumor must result in persistent neurological deficits, including but not limited to:

- loss of vision;
- loss of hearing; or
- balance disruption

We do not consider the following to be Benign Brain Tumors:

- tumors of the skull;
- pituitary adenomas; and
- germanomas.

We deem a Benign Brain Tumor to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

B005.0088

All Options

Carcinoma in Situ We pay a benefit if a Covered Person is Diagnosed with Carcinoma In Situ, which means early forms of cancer that have not invaded surrounding tissue. Any malignant tumor classified as less than T1NOMO under TNM classification is considered Carcinoma in Situ. Carcinomas in Situ can include early forms of many common cancers such as breast and prostate cancer.

We do not pay a benefit under this provision for:

- Pre-malignant growths or lesions, such as dysplasia or Intraepithelial neoplasia;
- Any benign tumor or polyp;
- Carcinoma in Situ of the skin

Diagnosis of Carcinoma in Situ must be based on microscopic (histologic) exam of: (a) fixed tissues; or (b) preparations of blood or bone marrow. Such exam must be documented in a written report by a Doctor who is Board Certified in pathology.

We deem Carcinoma in Situ to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

"TNM classification" means the classification standards for cancer developed by the American Joint Committee on Cancer.

B005.0089

All Options

Invasive Cancer We pay a benefit if a Covered Person is Diagnosed with Invasive Cancer, which means a malignant tumor which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of neighboring tissue.

Invasive Cancer also includes leukemia and lymphoma.

Invasive Cancer must be supported by pathological diagnosis.

We do not pay a benefit under this provision for:

- Pre-malignant growths or lesions, such as dysplasia or intraepithelial neoplasia;
- Any benign tumor or polyp;
- Any condition that is Carcinoma in Situ.
- Any skin cancer, including carcinoma in situ of the skin, unless there is metastasis.

Diagnosis of Invasive Cancer must be based on microscopic (histologic) exam of: (a) fixed tissues; or (b) preparations of blood or bone marrow. Such exam must be documented in a written report by a Doctor who is Board Certified in pathology.

We deem Invasive Cancer to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

B005.0090

All Options

Skin Cancer We pay a benefit if a Covered Person is Diagnosed with the types of Skin Cancer known as either basal cell carcinoma or squamous cell carcinoma. We don't pay a benefit under this provision for any other type of skin cancer. We deem Skin Cancer to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

We limit what We pay to one benefit in a Covered Person's lifetime.

B005.0091

All Options

Vascular Conditions

B005.0123

All Options

Arteriosclerosis We pay a benefit if a Covered Person is diagnosed with Arteriosclerosis, which means blockage of a coronary artery of sufficient severity to require one or more coronary artery bypass graft(s).

Diagnosis must include demonstrated need for intervention.

We deem Arteriosclerosis to occur on the date a Doctor of appropriate specialty makes a Diagnosis of Arteriosclerosis of sufficient severity to warrant one or more coronary artery bypass graft(s).

B005.0092

All Options

Heart Attack We pay a benefit if a Covered Person is Diagnosed with a Heart Attack, which means death of heart muscle due to inadequate blood supply. Symptoms of cardiac ischemia must be present, as well as two or more of the following criteria for acute myocardial infarction:

- (1) typical clinical symptoms such as central chest pain;
- (2) diagnostic increase of specific cardiac markers;
- (3) new electrocardiographic changes indicative of new ischemia (new ST-T changes or new left bundle branch block (LBBB));
- (4) development of pathological Q waves in the ECG; or
- (5) imaging evidence of new loss of viable myocardium or new regional wall motion abnormality.

Sudden Cardiac Arrest is not a Heart Attack.

Proof of Heart Attack requires submission of medical records. We deem a heart attack to occur on the date a Doctor of appropriate specialty makes a Diagnosis. A Heart Attack that results in death or is Diagnosed after death will be covered under this provision.

We don't pay a benefit for a Heart Attack that occurs during a medical procedure, including, but not limited to, surgery.

B005.0093

All Options

Heart Failure We pay a benefit if a Covered Person is Diagnosed with Heart Failure. By Heart Failure We mean the irreversible failure of the heart, which requires a human to human heart, heart/lung or heart combined with any other organ transplant determined to be Medically Necessary by a Doctor of the appropriate specialty.

We deem Heart Failure to occur on the date the Covered Person is accepted onto the transplant waiting list of a recognized transplant program in the United States. We pay the benefit whether or not the transplant is ever performed. If the Covered Person is too ill for a transplant, but otherwise meets the criteria for being on the waiting list of a recognized transplant program, the waiting list requirement will be waived. In this instance We deem Heart Failure to occur on the date a Doctor of appropriate specialty deems the Covered Person is too ill for a transplant, but otherwise meets the criteria for being on a waiting list of a recognized transplant program in the United States.

B005.0094

All Options

Stroke We pay a benefit if a Covered Person is diagnosed with a Stroke, which means death of brain tissue due to an acute cerebrovascular event. All of the following criteria must be satisfied: (1) clinical evidence of infarction of brain tissue, or intracranial or subarachnoid hemorrhage; (2) clear evidence on a CT, MRI or similar imaging techniques that a stroke has occurred; and (3) permanent neurologic deficit measured 30 days or more after the event that results in functional impairment rated at a score of two or higher on the Modified Rankin Scale for stroke outcome. The term does not mean symptoms due to: (a) transient ischemic attack; (b) migraine; (c) hypoxia; (d) traumatic injury to brain tissue or blood vessels; and (e) vascular disease affecting the eye, optic nerve or vestibular functions.

Diagnosis of Stroke must be:

- (1) confirmed in writing by a Doctor of the appropriate specialty; and
- (2) based on medical records. These records must show objective evidence of significant neurological impairment.

Such impairment must be documented by meeting all of the following criteria:

- (a) clinical evidence of infarction of brain tissue, or intracranial or subarachnoid hemorrhage;
- (b) clear evidence on a CT, MRI or similar imaging techniques that a stroke has occurred; and
- (c) permanent neurologic deficit measured 30 days or more after the event that results in a score of two or higher on the Modified Rankin Scale for stroke outcome.

We deem the Stroke to occur on the date of the event. In the event of death, an autopsy confirmation and/or death certificate identifying Stroke as the cause of death will be accepted.

B005.0095

All Options

Neurological Conditions

B005.0096

All Options

Alzheimer's Disease We pay a benefit if a Covered Person is Diagnosed with Alzheimer's Disease, which means a progressive degenerative disease of the brain that is Diagnosed by a Board Certified psychiatrist or Board Certified neurologist as Alzheimer's Disease. The Diagnosis must be supported by medical evidence that the Covered Person exhibits the loss of intellectual capacity resulting in impairment of memory and judgment as documented and demonstrated by cognitive testing and supported by neuroradiological tests (e.g., CT Scan, MRI, PET of the brain). This impairment must result in a significant reduction in mental and social functioning, resulting in the Covered Person's inability to permanently perform two or more of the Activities of Daily Living without the continuing assistance of another person. No other dementing organic brain disorders or psychiatric illnesses are included in this definition.

Activities of Daily Living include:

- Bathing: wash in a tub or shower; or take a sponge bath; and towel dry.
- Dressing: put on and take off all clothes; and those medically necessary braces or prosthetic limbs usually worn; and fasten or unfasten them.
- Toileting: get to and from and on and off the toilet; to maintain personal hygiene; and care for clothes.
- Transferring: move in and out of a chair or bed.
- Continence: control bowel and bladder function; or, in the event of incontinence, maintain personal hygiene.
- Eating: get food into the body by any means once it has been prepared and made available.

Diagnosis must be based on clinical and/or diagnostic findings as supported by the Covered Person's medical records. We deem Alzheimer's Disease to occur on the date a Doctor of appropriate specialty makes a Diagnosis. The Diagnosis must occur while the Covered Person is insured under this Plan.

B005.0097

All Options

Amyotrophic Lateral Sclerosis (also known as ALS or Lou Gehrig's Disease) We pay a benefit if a Covered Person is Diagnosed with Amyotrophic Lateral Sclerosis (ALS), which means motor neuron disease, marked by muscular weakness and atrophy with spasticity and hyperreflexia due to a loss of motor neurons of the spinal cord, medulla and cortex.

We deem ALS to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

B005.0098

All Options

Huntington's Disease We pay a benefit if a Covered Person is Diagnosed with Huntington's Disease, which is a neurodegenerative genetic disorder that affects muscle coordination and leads to cognitive decline and psychiatric problems.

Diagnosis must document symptoms and verify the presence of the gene via genetic testing. We don't pay a benefit for the presence of the Huntington's Disease gene in absence of symptoms.

Symptoms include

- Personality changes, mood swings and depression;
- Forgetfulness and impaired judgment;
- Unsteady gait and involuntary movements;
- Slurred speech and difficulty in swallowing.

We deem Huntington's Disease to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

The Diagnosis must occur while the Covered Person is insured under this Plan.

B005.0099

All Options

Multiple Sclerosis (MS) We pay a benefit if a Covered Person is diagnosed with Multiple Sclerosis (MS), which means demonstrated neurological deficits that have been present for 6 months or more. Diagnosis must be made on the basis of:

- (1) neurological examination demonstrating functional impairments;
- (2) imaging studies of the brain or spine demonstrating lesions consistent with MS; and
- (3) analysis of cerebrospinal fluid consistent with the diagnosis.

We deem MS to occur on the date a Doctor of appropriate specialty makes a Diagnosis. Diagnosis must occur while the Covered Person is insured under this Plan.

B005.0100

All Options

Advanced Parkinson's Disease We pay a benefit if a Covered Person is Diagnosed with Advanced Parkinson's Disease, which means Parkinson's Disease that has progressed to Stage 4, as Diagnosed by a Board Certified, or board-eligible, neurologist based on abnormal findings from neurological examination, cognitive testing, and results of imaging studies.

We deem Advanced Parkinson's Disease to occur on the date a Doctor of appropriate specialty makes a Diagnosis that the person has progressed to Stage 4. The Diagnosis must occur while the Covered Person is covered under this Plan.

B005.0101

All Options

Childhood Conditions

B005.0102

All Options

Cerebral Palsy We pay a benefit if a Covered Dependent Child is Diagnosed with Cerebral Palsy, which means a group of disorders of the development of movement and posture causing activity limitation that are attributed to progressive disturbances that occurred in the developing fetal or infant brain. The motor disorders of cerebral palsy are often accompanied by disturbances of sensation, cognition, communication, perception and/or behavior and/or a seizure disorder. Other similar conditions such as degenerative nerve disorders, genetic diseases, muscle diseases, metabolic disorders, nervous system tumors, coagulation disorders, or other injuries or disorders which delay early development, but can be outgrown, are not included in this definition.

We deem Cerebral Palsy to occur on the first date after live birth where a Doctor of appropriate specialty makes a Diagnosis.

B005.0103

All Options

Cleft Lip or Palate We pay a benefit if a Covered Dependent Child is Diagnosed with Cleft Lip or Cleft Palate. A Cleft Lip appears as a narrow opening or gap in the skin of the upper lip that extends all the way to the base of the nose. A Cleft Palate is an opening between the roof of the mouth and the nasal cavity, including clefts that occur on one side of the mouth or both sides.

We pay a benefit for either a Cleft Lip or Cleft Palate, but not both.

We deem Cleft Lip or Cleft Palate to occur on the first date after live birth where a Doctor of appropriate specialty makes a definite clinical Diagnosis of a cleft lip or palate.

B005.0104

All Options

Clubfoot We pay a benefit if a Covered Dependent Child is Diagnosed with Clubfoot, which means a congenital deformity of the foot.

We pay the benefit only once even if Clubfoot is present in both of the child's feet.

We deem Clubfoot to occur on the first day after live birth where a Doctor of appropriate specialty makes a definite Diagnosis of Clubfoot.

B005.0105

All Options

Cystic Fibrosis We pay a benefit if a Covered Dependent Child is Diagnosed with Cystic Fibrosis, which means chronic lung disease and pancreatic insufficiency. The Diagnosis of Cystic Fibrosis made via sweat test is based upon sweat chloride concentrations greater than 60 mmol/L.

We deem Cystic Fibrosis to occur on the first date after live birth where Cystic Fibrosis has been definitively Diagnosed by a Doctor of appropriate specialty via sweat test.

B005.0106

All Options

Down Syndrome We pay a benefit if a Covered Dependent Child is Diagnosed with Down Syndrome, which means a Diagnosis of Down Syndrome through study of the 21st chromosome. Down Syndrome includes:

- Trisomy - an individual has three instead of two number 21 chromosomes;
- Translocation - an extra part of the 21st chromosome is attached to another chromosome;
- Mosaicism - the individual has an extra 21st chromosome in only some of the cells but not all of them. The other cells have the usual pair of 21st chromosomes.

We deem Down Syndrome to occur on the first date after live birth where a Doctor of appropriate specialty completes a chromosome test that positively reveals Down Syndrome.

B005.0107

All Options

Muscular Dystrophy We pay a benefit if a Covered Dependent Child is Diagnosed with Muscular Dystrophy, which means a hereditary condition that is marked by progressive weakening and wasting of muscles. The Covered Dependent Child must have well defined neurological abnormalities, confirmed by electromyography and muscle biopsy.

We deem Muscular Dystrophy to occur on the first date after live birth where a Doctor of appropriate specialty makes a Diagnosis.

B005.0108

All Options

Spina Bifida We pay a benefit if a Covered Dependent Child is Diagnosed with Spina Bifida, which means either of the following types of Spina Bifida:

- (1) Meningocele - the protective coatings (meninges) come through the open part of the spine like a sac that is pushed out. Cerebrospinal fluid is in the sac and there is usually no nerve damage.
- (2) Myelomeningocele - This occurs when the meninges (protective covering of the spinal cord) and spinal nerves come through the open part of the spine.

We pay no benefits for spina bifida occulta.

We deem Spina Bifida to occur on the first date after live birth where a Doctor of appropriate specialty makes a Diagnosis

B005.0109

All Options

Type 1 Diabetes We pay a benefit if a Covered Dependent Child is Diagnosed with Type 1 Diabetes, which means the child has a total insulin deficiency and a continuous dependence on exogenous insulin for survival. Dependence on insulin must persist for a continuous period of at least 3 months.

We deem Type 1 Diabetes to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

B005.0110

All Options

Other Critical Illnesses

B005.0111

All Options

Addison's Disease We pay a benefit if a Covered Person is Diagnosed with Addison's disease, which means an endocrine or hormonal disorder resulting in the adrenal glands not producing sufficient cortisol.

Diagnosis must be made by laboratory tests designed to show insufficient levels of cortisol.

We deem Addison's Disease to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

B005.0112

All Options

Coma We pay a benefit if a Covered Person is Diagnosed with a Coma, which means a state of complete mental unresponsiveness with no evidence of appropriate responses to stimulation, lasting for a period of 7 or more consecutive days and characterized by the absence of eye opening, verbal response and motor response. The condition must require intubation for respiratory assistance. This benefit is not payable for a medically induced Coma.

We deem a Coma to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

B005.0113

All Options

Kidney Failure We pay a benefit if a Covered Person is Diagnosed with Kidney Failure, which means chronic irreversible failure of both kidneys to function, as a result of which either weekly or bi-weekly renal or peritoneal dialysis is started, or renal transplant is performed.

Proof of Kidney Failure requires submission of medical records. Diagnosis of Kidney Failure will be deemed to occur on the earlier of the date: (a) renal or peritoneal dialysis is started; or (b) the date the Covered Person is accepted onto the kidney transplant waiting list of a recognized transplant program in the United States. If the Covered Person is too ill for a transplant, but otherwise meets the criteria for being on the waiting list of a recognized transplant program, the waiting list requirement will be waived. In this instance We deem Kidney Failure to occur on the date a Doctor of appropriate specialty deems the Covered Person is too ill for a transplant, but otherwise meets the criteria for being on a waiting list of a recognized transplant program in the United States.

B005.0114

All Options

Loss of Hearing We pay a benefit if a Covered Person is Diagnosed with Loss of Hearing, which means clinically-proven irreversible loss of hearing in both ears, with an auditory threshold of more than 90 decibels, as a result of illness or injury that has continued without interruption for at least 6 consecutive months after Diagnosis.

No benefit will be paid if, in general medical opinion, surgery, a hearing aid, device, or implant could result in the partial or total restoration of hearing.

The Diagnosis must be made by physical examination by an licensed audiologist.

A Covered Dependent Child must be at least 3 years old on the date of Diagnosis in order to receive a benefit. However, if a Covered Dependent Child is Diagnosed prior to age 3, We will pay a benefit if the initial Diagnosis occurred while insured by this Plan, and the Diagnosis is confirmed on or after the child reaches age 3 and remains insured by this Plan.

We deem Loss of Hearing to occur on the date on which a licensed audiologist physically examines the Covered Person and certifies that the Covered Person meets the definition above.

B005.0115

All Options

Loss of Sight We pay a benefit if a Covered Person is diagnosed with Loss of Sight, based on best corrected visual acuity of 20/400 or less or visual field of 20 degrees or less in the better eye. No benefit will be paid if, in general medical opinion, surgery, device, or implant could result in the partial or total restoration of sight.

A Covered Dependent Child must be at least 3 years old on the date of Diagnosis in order to receive a benefit. However, if a Covered Dependent Child is Diagnosed prior to age 3, We will pay a benefit if the initial diagnosis occurred while insured by this Plan, and the Diagnosis is confirmed on or after the child reaches age 3 and remains insured by this Plan.

We deem Loss of Sight to occur on the date on which a licensed ophthalmologist physically examines the Covered Person and certifies that the Covered Person has best corrected visual acuity of 20/400 or less or visual field of 20 degrees or less in the better eye.

B005.0116

All Options

Loss of Speech We pay a benefit if a Covered Person is Diagnosed with Loss of Speech, which means the clinically proven total, permanent and irreversible loss of the ability to speak as a result of Illness or injury that has continued without interruption for a period of at least 6 consecutive months.

No benefit will be payable if, in general medical opinion, surgery, a device or implant could result in the partial or total restoration of speech.

The Diagnosis must be made by physical examination by a speech pathologist.

A Covered Dependent Child must be at least 3 years old on the date of Diagnosis in order to receive a benefit. However, if a Covered Dependent Child is Diagnosed prior to age 3, We will pay a benefit if the initial diagnosis occurred while insured by this Plan, and the Diagnosis is confirmed on or after the child reaches age 3 and remains insured by this Plan.

We deem Loss of Speech to occur on the date on which a Doctor of appropriate specialty physically examines the Covered Person and certifies that the Covered Person meets the definition above.

B005.0117

All Options

Major Organ Failure We pay a benefit if a Covered Person is Diagnosed with Major Organ Failure. By Major Organ Failure We mean the irreversible failure of both lungs, liver, pancreas, or bone marrow, which requires a human to human transplant determined to be Medically Necessary by a Doctor of the appropriate specialty.

We deem Major Organ Failure to occur on the date the Covered Person is accepted onto the transplant waiting list of a recognized transplant program in the United States. We pay the benefit whether or not the transplant is ever performed. If the Covered Person is too ill for a transplant, but otherwise meets the criteria for being on the waiting list of a recognized transplant program, the waiting list requirement will be waived. In this instance We deem Major Organ Failure to occur on the date a Doctor of appropriate specialty deems the Covered Person is too ill for a transplant, but otherwise meets the criteria for being on a waiting list of a recognized transplant program in the United States.

We don't pay a benefit under both this provision and the Heart Failure provision at the same time.

We pay no benefits for autologous bone marrow transplants.

B005.0118

All Options

Permanent Paralysis We pay a benefit if a Covered Person is Diagnosed with Permanent Paralysis, which means a complete and irreversible condition marked by loss of muscle function in any combination of arms and legs. Permanent Paralysis must be the direct result of a Sickness or Injury, other than a Stroke.

We pay 100% of the benefit amount for the Permanent Paralysis of two or more limbs. We pay 50% of the benefit amount for the Permanent Paralysis of one limb.

We deem Permanent Paralysis to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

B005.0119

All Options

Severe Burns We pay a benefit if a Covered Person is Diagnosed with Severe Burns, which means full-thickness or third-degree burn, as determined by a Doctor covering at least 25% of the body. A full-thickness or third-degree burn is the destruction of the skin through the entire thickness or depth of the dermis and possibly into underlying tissues, with loss of fluid and sometimes shock, by means of exposure to fire, heat, caustics, electricity or radiation.

We deem Severe Burns to occur on the date of the Injury.

B005.0120

All Options

Limitations

B005.0124

All Options

Proof Of Insurability The Covered Person's benefit amount, part of it, or increases in it, may not become effective until he or she submits Proof of Insurability to Us. We must approve such Proof of Insurability in writing. These requirements are shown in the Schedule of Benefits.

B005.0127

All Options

Exclusions

1) This Plan will not pay benefits for any Critical Illness:

- That is not listed as a Critical Illness in the section entitled Covered Critical Illnesses.
- Caused by, contributed to by, or resulting from: (1) participating in a felony, riot or insurrection; (2) intentionally causing a self-inflicted Injury; (3) committing or attempting to commit suicide while sane or insane; (4) engaging in any illegal activity; or (5) serving in the armed forces or any auxiliary unit of the armed forces of any country.
- Caused by, contributed to by, or resulting from voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless: (1) it was prescribed for the Covered Person by a Doctor, and (2) it was used as prescribed. In the case of a non-prescription drug, this Plan does not pay for any Critical Illness resulting from or contributed to by use in a manner inconsistent with package instructions. "Controlled substance" means 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.
- Arising from war or act of war, even if war is not declared.
- For which Diagnosis is made outside the United States, unless the Diagnosis is confirmed in the United States. In that case, the Critical Illness will be deemed to occur on the date the Diagnosis was made outside the United States.
- That is Diagnosed while the person is not covered by this Plan.
- For which Diagnosis is made by a Doctor who is the Covered Person, his or her spouse, child, parent, sibling or business associate.
- For which Diagnosis is made while the Covered Person is not alive, unless otherwise specified under Covered Critical Illnesses.

2) This Plan will not pay benefits for the First Occurrence of a Critical Illness if it occurs less than 3 months after the First Occurrence of a related Critical Illness for which this Plan paid benefits. By related we mean either: (a) both Critical Illnesses are contained within the Cancer Related Conditions category; or (b) both Critical Illnesses are contained within the Vascular Conditions category; or (c) both Critical Illnesses are contained within the Childhood Conditions category.

3) This Plan will not pay benefits for a Recurrence of a Critical Illness unless the Covered Person has not exhibited symptoms or received care or treatment for that Critical Illness for at least 12 months in a row prior to the Recurrence. For purposes of this exclusion, care or treatment does not include: (1) preventive medications in the absence of disease; and (2) routine scheduled follow-up visits to a Doctor.

4) This Plan will not pay benefits for more than one Recurrence of any Critical Illness.

B005.0134

All Options

SCHEDULE OF BENEFITS

CRITICAL ILLNESS COVERAGE

Effective on the latter of (i) the original effective date of the Policy; or (ii) the effective date of any applicable amendment requested by the Policyholder and approved by the Insurance Company, this Schedule of Benefits is attached to the Certificate. This Schedule of Benefits replaces any previously issued Schedule of Benefits.

B005.0141

All Options

Initial Election When You first become eligible for this Plan You may choose to become covered for one of the Plans described below and pay the required premium.

You may request to switch to another Plan at any time. But, We will require Proof of Insurability before You switch to another Plan which provides greater benefits if You do this outside of the group enrollment period (See Conditions of Eligibility for more information). You must notify the Employer of any desired switch and pay the required premium.

B005.0762

All Options

Annual Election After You are initially covered under this Plan You may increase Your coverage by selecting the next higher Critical Illness Benefit Amount, up to this Plan's guaranteed issue amount, without submitting Proof of Insurability. This option is available during Your open enrollment period specified by Your Employer. (See Conditions of Eligibility for more information).

If the next available option is greater than the guaranteed issue amount You will need to supply Proof of Insurability. If Proof of Insurability is required and has been declined, You will not be eligible for additional increases. Also, any increase in dependent coverage due to Your annual election will require Proof of Insurability.

B005.0763

All Options

Benefit Levels	Critical Illness	% of Benefit Amount for First Occurrence	% of Benefit Amount for Recurrence
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All Options

Cancer Related
Conditions:

All Options

Benign Brain Tumor	75%	Not Covered
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All Options	Carcinoma in Situ	30%	Not Covered
All Options	Invasive Cancer	100%	100%
All Options	Skin Cancer	\$250.00	Not Covered
All Options	<u>Vascular Conditions:</u>		
All Options	Arteriosclerosis	30%	Not Covered
All Options	Heart Attack	100%	100%
All Options	Heart Failure	100%	100%
All Options	Stroke	100%	100%
All Options	<u>Neurological Conditions:</u>		
All Options	Alzheimer's Disease for Covered Person	50%	Not Covered
All Options	ALS (Lou Gehrig's Disease)	100%	Not Covered
All Options	Huntington's Disease	30%	Not Covered
All Options	Multiple Sclerosis	30%	Not Covered
All Options	Advanced Parkinson's Disease	100%	Not Covered

All Options

Childhood

Conditions:

(applies only to covered dependent children)

All Options

Cerebral Palsy 100% Not Covered

All Options

Cleft lip/cleft palate 100% Not Covered

All Options

Club Foot 100% Not Covered

All Options

Cystic Fibrosis 100% Not Covered

All Options

Down's Syndrome 100% Not Covered

All Options

Muscular Dystrophy 100% Not Covered

All Options

Spina Bifida 100% Not Covered

All Options

Type 1 Diabetes 100% Not Covered

All Options

Other Conditions:

All Options

Addison's Disease 30% Not Covered

All Options

Coma 100% Not Covered

All Options

Kidney Failure 100% 100%

All Options

Loss of Hearing 100% Not Covered

All Options	Loss of Sight	100%	Not Covered
All Options	Loss of Speech	100%	Not Covered
All Options	Major Organ Failure	100%	100%
All Options	Permanent Paralysis	100% for 2 or more limbs; 50% for 1 limb	Not Covered
All Options	Severe Burns	100%	Not Covered
All Options			

EMPLOYEE VOLUNTARY CRITICAL ILLNESS COVERAGE

All Options			
	Critical Illness Benefit Amount	Plan A	\$10,000.00
			B005.0316
All Options			
	Critical Illness Benefit Amount	Plan B	\$20,000.00
			B005.0314
All Options			
	Critical Illness Benefit Amount	Plan C	\$30,000.00
			B005.0302

Proof of Insurability Requirements Proof of Insurability requirements may apply to this coverage. Such requirements may apply to the full benefit amount, or just part of it. When Proof of Insurability requirements apply, it means You must submit to Us, Proof of Insurability, and We must approve the Proof of Insurability in writing before the coverage, or the specified part becomes effective.

We require Proof of Insurability as follows:

We require Proof of Insurability before We will cover You if You enroll for Critical Illness coverage after 31 days from Your Eligibility Date or outside of the group enrollment period specified by Your Employer. (See Conditions of Eligibility for more information).

We require Proof of Insurability when You switch from Your current Plan of Critical Illness coverage to a Plan with a higher benefit amount if You elect a higher Plan outside of the group enrollment period specified by Your Employer. (See Conditions of Eligibility for more information).

You must provide Proof of Insurability for amounts of Critical Illness coverage in excess of \$30,000.00.

B005.0768

All Options

DEPENDENT VOLUNTARY CRITICAL ILLNESS COVERAGE

All Options

**Dependent Spouse
Critical Illness
Benefit Amount** \$30,000.00 not to exceed 100% of Your Critical Illness Benefit Amount.

B005.0403

All Options

**Dependent Child
Critical Illness
Benefit Amount** \$15,000.00 not to exceed 50% of Your Critical Illness Benefit Amount.

B005.0427

All Options

**Dependent Spouse
Proof of Insurability
Requirements** Proof of Insurability requirements may apply to this coverage. Such requirements may apply to the full benefit amount, or just part of it. When Proof of Insurability requirements apply, it means You must submit to Us, Proof of Insurability for Your dependent spouse, and We must approve the Proof of Insurability in writing before the coverage, or the specified part becomes effective.

We require Proof of Insurability as follows:

We require Proof of Insurability before We will cover Your Spouse if You enroll him or her for Critical Illness coverage after 31 days from Your Eligibility Date or outside of the group enrollment period specified by Your Employer. (See Conditions of Eligibility for more information).

We require Proof of Insurability for Your Spouse when You switch from Your current plan of dependent Spouse Critical Illness coverage to a plan with a higher benefit amount if You elect a higher Plan outside of the group enrollment period specified by Your Employer. (See Conditions of Eligibility for more information).

Your Spouse must provide Proof of Insurability for amounts of dependent Spouse Critical Illness coverage in excess of \$30,000.00.

B005.0774

All Options

Changes To Coverage

Changes in Coverage Amounts If You are not Actively At Work on a Full-Time basis, any change in Your amount of coverage or the amount of coverage on a covered dependent will not become effective prior to the date You return to Active Work on a Full-Time basis.

Changes in Insurance Classification If Your classification changes, coverage will not be changed to the new amount until the first day on which You are: (1) Actively At Work on a Full-Time basis; and (2) make a contribution, if required, for the new classification.

If a contribution is required for the new classification for which a larger amount of coverage is provided, You must make the required contribution for the new amount within 31 days of the change. If You do not make the required contribution within 31 days of the change or within 31 days of becoming Actively At Work on a Full-Time basis, if You are not Actively At Work on a Full-Time basis, when Your classification changes, no increase will be allowed due to such change or any later change. In that case, in order to become covered for the larger amount, You must: (1) make the required contribution for the new amount; and (2) furnish Proof of Insurability to Us, which We approve in writing.

If the coverage amount was previously reduced because of age or retirement, it will be retained at the reduced amount.

B005.0450

CERTIFICATE RIDER - Portability Privilege

Effective on the latter of (i) the original effective date of the Policy; or (ii) the effective date of any applicable amendment requested by the Policyholder and approved by the Insurance Company, this rider amends this Plan by the addition of the following:

PORTABILITY PRIVILEGE

Definition: As used in this provision, the terms "port" and "to port" mean to choose a portable certificate of coverage which provides group Critical Illness coverage.

Portability Conditions: Portability is subject to all of the Conditions described below.

- You may port if Your coverage under this Plan ends because: (1) You have terminated employment; (2) You stop being a member of an eligible class of Employees; or (3) this Plan ends.
- You may **not** port Your coverage if You have reached Your 70th birthday on the date coverage under this Plan ends.
- You may **not** port coverage for any of Your dependents if he or she has reached his or her 70th birthday on the date coverage under this Plan ends.
- You may **not** port if coverage under this Plan ends due to Your failure to pay any required premium.

Portability Options: You may port Your Critical Illness coverage, subject to any benefit amount reductions based on age, less the amount of any Critical Illness benefits paid by this Plan.

You may port Your dependent's Critical Illness coverage, subject to any benefit amount reductions based on Your age, less the amount of any Critical Illness benefits paid by this Plan.

You may port: (1) Your coverage only; (2) Your coverage and coverage of Your covered Spouse; (3) Your coverage and the coverage of all of Your covered dependents; or (4) if You are a single parent, Your coverage and the coverage of all of Your covered dependent children. No other combinations will be allowed.

A dependent must be covered as of the date Your coverage under this Plan ends in order to be eligible for portability.

If You die while covered for dependent Critical Illness coverage, Your Spouse may port Your dependent Critical Illness coverage as described above. Your Spouse and dependent children must be covered under this Plan on the date of Your death. But, this option is not available if: (1) there is no surviving Spouse; or (2) Your surviving Spouse has reached his or her 70th birthday on the date of Your death.

The Portable Certificate of Coverage: The portable certificate of coverage provides group Critical Illness. The benefits provided by the portable certificate of coverage are the same as the benefits provided by this Plan. The portable certificate provides seamless coverage. Benefit limits, maximums and timeframes do not reset when someone becomes covered under the portable certificate. The premium for the portable certificate of coverage will be based on: (1) the Covered Person's rate class under this Plan; and (2) Your surviving Spouse's age bracket as shown in the Critical Illness Portability Coverage Premium Notice.

How to Port: You or Your surviving Spouse must: (1) apply to Us in writing; and (2) pay the required premium. You or Your surviving Spouse must do this within 31 days from the date Your coverage under this Plan ends. We will not ask for proof that You or Your surviving Spouse are in good health.

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

The Guardian Life Insurance Company of America



Michael Prestileo, Senior Vice President

B005.0240

CERTIFICATE RIDER - Wellness Benefit

Effective on the latter of (i) the original effective date of the Policy; or (ii) the effective date of any applicable amendment requested by the Policyholder and approved by the Insurance Company, this rider amends this Plan by the addition of the following:

Wellness Benefit

This Plan will pay a benefit if a Covered Person has one of the following wellness tests or procedures performed.

We limit what we pay to \$50.00 per day of wellness tests or procedures. We limit what we pay to one day per Covered Person per Benefit Year.

By Benefit Year, we mean a 12 month period which starts on January 1st and ends on December 31st of each year.

By Covered Person, we mean You, as the Employee insured under this Plan and Your dependent Spouse and Covered Dependent Child(ren).

This Plan pays this benefit regardless of the results of the test or procedure.

Wellness tests or procedures are limited to:

- Blood test for triglycerides
- Bone marrow testing
- Breast ultrasound
- Cancer genetic mutation test
- CA 15-3 (blood test for breast cancer)
- CA125 (blood test for ovarian cancer)
- CEA (blood test for colon cancer)
- Chest x-ray
- Colonoscopy
- Completion of a smoking cessation program
- Completion of a weight reduction program
- Fasting blood glucose test
- Flexible Sigmoidoscopy
- Hemocult stool analysis
- Mammography
- Pap smear
- PSA (blood test for prostate cancer)
- Serum cholesterol test to determine level of
- HDL and LDL
- Serum Protein Electrophoresis (blood test for myeloma)
- Stress test on a bicycle or treadmill
- Thermography
- ThinPrep pap test
- Virtual colonoscopy

The Covered Person must submit proof of the test or procedure.

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

The Guardian Life Insurance Company of America



Michael Prestileo, Senior Vice President

B005.0462

CERTIFICATE RIDER - Infectious or Contagious Disease Benefit

This Rider amends the Certificate as follows and is effective on the Policy Date. If this Rider is effective after the Policy Date, the Rider becomes effective on its issue date.

INFECTIOUS OR CONTAGIOUS DISEASE BENEFIT RIDER**COVERAGE PROVIDED BY THIS RIDER**

We pay the benefit stated in this Rider as a part of the Certificate to which it is attached, subject to any limitations and exclusions in this Rider or the Certificate. This Rider ONLY provides coverage for Infectious or Contagious Diseases, and does not provide coverage for basic hospital, basic medical-surgical or major medical expenses.

Infectious or Contagious Disease Benefit: This benefit is payable when a Covered Person is:

- Diagnosed with an Infectious or Contagious Disease by a Doctor. The Date of the Diagnosis must be after this Rider is in effect; and
- Hospital Confined due to that Infectious or Contagious Disease for 5 or more consecutive days. If the Covered Person is Hospital Confined but dies before completing 5 consecutive day(s) of Hospital Confinement, We will pay this benefit so long as all other terms of this Rider are satisfied.

What We Pay:

We will pay 30% of the Critical Illness Benefit Amount shown in the Schedule of Benefits for the first occurrence of the Infectious or Contagious Disease.

This Rider will pay one benefit per person, per lifetime.

LIMITATIONS & EXCLUSIONS

We do not pay this benefit for any disease or illness that is not specifically listed in the definition of Infectious or Contagious Disease.

DEFINITIONS

This section defines certain terms appearing in this Rider. Any terms not listed here, are defined in the Critical Illness Insurance Certificate to which this Rider is attached.

Date of Diagnosis: This term means the earliest of:

- 1) The date the specimen used to Diagnose a condition was taken;
- 2) The date any test was done that was used to establish the Diagnosis of a condition; or
- 3) The date a condition was positively Diagnosed by a Doctor.

For a Diagnosis made by a Doctor outside of the United States, the Date of Diagnosis is the date such Diagnosis is confirmed by a Doctor practicing within the United States or its territories.

Diagnosis, Diagnose or Diagnosed: This term means the definitive establishment of a specified condition through the use of clinical and/or laboratory findings. The Diagnosis must be made by a Doctor who is acting within the scope of his or her license within the United States or be confirmed by a Doctor within the United States or its territories. Diagnosis of any condition will be considered to have been made before the effective date of this Rider if medical advice or treatment received before the effective date results in a Diagnosis of that condition.

Doctor: This term means any medical practitioner We are required by law to recognize as a physician. He or she must: (1) be properly licensed or certified by the laws of the state where he or she practices; and (2) provide services that are within the lawful scope of his or her practice.

Hospital: This term means a short-term, acute care facility, which:

- Is licensed, accredited or certified by the state in which it operates;
- Is primarily engaged in providing diagnostic and therapeutic services for the diagnosis, treatment and care of sick or injured inpatients under the continuous supervision of Doctors;
- Has organized departments of medicine and major surgery; and
- Provides 24-hour nursing service by or under the supervision of a registered professional nurse.

A hospital does not include a facility, wing, ward, floor or unit that is primarily engaged in providing one or more of the following:

- Long-term care, skilled nursing care, convalescent care, custodial care or rest care;
- Extended care or rehabilitative care;
- Hospice care;
- Treatment for mental, emotional or nervous disorders; or
- Treatment for substance abuse.

Hospital Confined or Confinement: This term means the period of time a Covered Person is assigned as an Inpatient in a Hospital, upon the advice of, and supervision of, a Doctor.

Infectious or Contagious Disease: This term means one of the following diseases or illnesses that is specifically covered by this Rider:

- Antibiotic resistant bacteria (including MRSA)
- Coronavirus
- Diphtheria
- Encephalitis
- Legionnaire's Disease

- Lyme Disease
- Malaria
- Meningitis
- Necrotizing fasciitis (flesh eating bacteria)
- Osteomyelitis
- Rabies
- Tuberculosis

Inpatient: This term means a patient who is assigned to a bed within a Hospital and charged for room and board for at least one day.

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

The Guardian Life Insurance Company of America



Michael Prestileo, Senior Vice President

B037.0647

CERTIFICATE AMENDMENT - ELIGIBILITY FOR CRITICAL ILLNESS COVERAGE

Effective on the latter of (i) the original effective date of the Policy; or (ii) the effective date of any applicable amendment requested by the Policyholder and approved by the Insurance Company, this rider amends this Plan by replacing the following sections:

Conditions of Eligibility

Proof of Insurability: Part or all of Your insurance amounts may be subject to Proof of Insurability. The Schedule of Benefits explains if and when We require Proof of Insurability. You will not be covered for any amount that requires such Proof of Insurability until You give the Proof of Insurability to Us and We approve that Proof of Insurability in writing.

If You elect to enroll within 31 days after Your Eligibility Date, coverage is scheduled to start on Your Eligibility Date.

If You do not elect this coverage within 31 days of Your Eligibility Date, You must answer health questions, or wait until the next scheduled group enrollment period. Once each year, during the group enrollment period, You may elect to enroll in this coverage as offered by the Employer. As used here, "group enrollment period" means an annual open enrollment period set by the Employer and agreed to by Us. If You elect to enroll outside of the group open enrollment period, You must provide Proof of Insurability by answering health questions, or wait until the next group enrollment period.

If Proof of Insurability is required, You will not be covered by this Plan until We approve that Proof of Insurability in writing and notify You of Your effective date of coverage.

When Employee Coverage Starts

Your eligibility date is the date You have met all of the conditions of eligibility.

Whether You must pay all or part of the cost of Your coverage, You must elect to enroll and agree to make the required payments before Your coverage will start. If You do this on or before Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You do this within 31 days after Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You elect to enroll and agree to make the required payments more than 31 days after Your Eligibility Date, Your coverage will not be scheduled to start until You send Us Proof of Insurability or until You enroll during the next group enrollment period. If Proof of Insurability is required, You will not be covered by this Plan until We approve that Proof of Insurability in writing and notify You of Your effective date of coverage.

If Your active service ends before You meet any Proof of Insurability requirements that apply, You will still have to meet those requirements if You are later re-employed by the Employer or an associated company.

On the date all or part of Your coverage is scheduled to start, You must be: (1) Actively At Work; (2) fully capable of performing the major duties of Your regular occupation; and (3) working Your regular number of hours. In that case, Your coverage will start at 12:01 A.M. Standard Time for Your place of residence on that date. In any other case, We will postpone the start of Your coverage until the date You: (a) return to Active Work; (b) are working Your regular number of hours; and (c) are fully capable of performing the major duties of Your regular occupation. 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; during a layoff of less than 180 days in duration; during an approved leave of absence not due to sickness or injury, of 90 days or less; or on a day during a period of absence that is less than 7 days in duration; and if: (a) You were fully capable of performing the major duties of Your regular occupation for the Employer on a full-time basis at 12:01 AM Standard Time for Your place of residence on the scheduled effective date; and (b) You were performing the major duties of Your regular occupation and working Your regular number of hours on Your last regularly scheduled work day; Your coverage will start on the scheduled effective date.

Delayed Effective Date For Voluntary Critical Illness Coverage: If You are not Actively At Work on the date Your Voluntary Critical Illness coverage is scheduled to start due to Sickness or Injury, We will postpone coverage for an otherwise covered loss due to that Sickness or Injury. We will postpone such coverage until You complete ten days in a row without missing a work day due to that Sickness or Injury in which You are: (1) Actively At Work; (2) fully capable of performing the major duties of Your regular occupation; and (3) working Your regular number of hours. Coverage for an otherwise covered loss due to all other conditions will start on the date You are: (a) Actively At Work; (b) fully capable of performing the major duties of Your regular occupation; and (c) working Your regular number of hours.

Exception to When Employee Coverage Starts: If You are not capable of performing the major duties of Your regular occupation for Your Employer on a full-time basis on the date Your coverage is scheduled to start, You will be insured for Critical Illness insurance if:

1. You were insured under the prior insurer's group critical illness policy at the time of the transfer;
2. You are a member of an eligible class; and
3. premiums for You were paid up to date; and
4. You are not receiving or eligible to receive benefits under the prior insurer's group critical illness policy.

Any Critical Illness benefit payable will be the lesser of:

1. the Critical Illness benefit payable under the Group Policy; or
2. the critical illness benefit payable under the prior insurer's group critical illness policy had it remained in force.

The Critical Illness benefit payable will be reduced by any amount paid by the prior insurer's group critical illness policy.

All other provisions under this Policy will apply under the Exception to When Employee Coverage Starts.

You will remain insured under this provision until the first to occur of:

1. the date You are fully capable of performing the major duties of Your regular occupation for Your Employer on a full-time basis;
2. the date insurance terminates for one of the reasons stated in When Employee Coverage Ends;
3. the last day of a period of 12 consecutive months which begins on the Policy effective date; or
4. the last day You would have been covered under the prior insurer's group critical illness policy, had the prior plan not terminated.

DEPENDENT COVERAGE

Proof of Insurability

Part or all of Your Initial Dependents insurance amounts may be subject to Proof of Insurability. The Schedule of Benefits explains if and when We require Proof of Insurability. Your Initial Dependents will not be covered for any amount that requires such Proof of Insurability until You give the Proof of Insurability to Us and We approve that Proof of Insurability in writing.

If You elect to enroll Your Initial Dependents within 31 days after Your Eligibility Date, coverage is scheduled to start on Your Eligibility Date.

If You do not elect Initial Dependent coverage within 31 days of Your Eligibility Date, Your Initial Dependents must answer health questions, or wait until the next scheduled group enrollment period to enroll. Once each year, during the group enrollment period, You may elect to enroll Initial Dependents in this coverage as offered by the Employer. As used here, "group enrollment period" means an annual open enrollment period set by the Employer and agreed to by Us. If You elect to enroll Your Initial Dependents outside of the group open enrollment period, You must provide Proof of Insurability by answering health questions, or wait until the next group enrollment period.

If Proof of Insurability is required, Your Initial Dependents will not be covered by this Plan until We approve that Proof of Insurability in writing and notify You of Your Initial Dependent's effective date of coverage.

In the case of a Newly Acquired Dependent, other than the first newborn child, You may elect to enroll a Newly Acquired Dependent within 31 days. If You do not elect to enroll a Newly Acquired Dependent within 31 days of his or her Eligibility Date, Your Newly Acquired Dependent(s) may have to answer health questions, or wait until the next scheduled group enrollment period to enroll.

If Your dependent coverage ends for any reason, including failure to make the required payments, Your dependent will not be covered by this Plan again until You give Us new Proof of Insurability that they are insurable and We approve that Proof of Insurability in writing, or wait until the next group enrollment period.

When Dependent Coverage Starts

In order for Your dependent coverage to start, You must already be covered for Employee coverage, or enroll for Employee and dependent coverage at the same time.

If You enroll Your dependents on or before Your Eligibility Date, the dependent's coverage is scheduled to start on the later of the 1st day of the month which coincides with or next follows Your Eligibility Date and the date You become covered for Employee coverage.

If You do this within the group enrollment period, the coverage is scheduled to start on the later of the 1st day of the month which coincides with or next follows the date You sign the enrollment form and the date You become covered for Employee coverage.

If You do this after the group enrollment period ends, Your dependent coverage may be subject to Proof of Insurability and will not start until We approve that Proof of Insurability in writing.

Once You have dependent child coverage for Your Initial Dependent child(ren) any Newly Acquired Dependent children will be covered as of the date he or she is first eligible.

Whether You must pay all or part of the cost of Your coverage, You must elect to enroll and agree to make the required payments before Your coverage will start. If You do this on or before Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You do this within 31 days after Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You elect to enroll and agree to make the required payments more than 31 days after Your Eligibility Date, Your coverage will not be scheduled to start until You send Us Proof of Insurability or until You enroll during the next group enrollment period. If Proof of Insurability is required, You will not be covered by this Plan until We approve that Proof of Insurability in writing and notify You of Your effective date of coverage.

If Proof of Insurability is required for dependent benefits as explained above, those benefits will not be scheduled to start until You give Us Proof of Insurability that the dependent is insurable. Once We have approved that Proof of Insurability, those benefits will be scheduled to start on the effective date shown in the endorsement section of Your application.

Exception: We will postpone the effective date of a dependent's, other than a newborn child's, coverage if, on that date, he or she is: (1) confined to a hospital or other health care facility; (2) home confined; or (3) unable to perform two or more Activities of Daily Living. In that case, We will postpone the effective date of his or her coverage until the day after the date: (a) of his or her discharge from such facility; (b) his or her home confinement ends; or (c) he or she is no longer requires assistance with two or more Activities of Daily Living. If a dependent was covered under a prior plan at transfer, this language will not apply to the amount of coverage that was in force with the prior plan.

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

The Guardian Life Insurance Company of America

A handwritten signature in black ink, appearing to read "M Prestileo". The signature is fluid and cursive, with the first name "M" being the most prominent.

Michael Prestileo, Senior Vice President

B005.0758

All Options

The following notice applies if your plan is governed by the Employee Retirement Income Security Act of 1974 and its amendments. This notice is not part of the Guardian plan of insurance or any employer funded benefits, not insured by Guardian.

STATEMENT OF ERISA RIGHTS

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

Receive Information About Your Plan and Benefits

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

Prudent Actions By Plan Fiduciaries

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

Statement of Erisa Rights (Cont.)

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

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

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

B800.0093

Group Health Benefits Claims Procedure

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

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

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

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

"Group Health Benefits" means any accident, cancer, critical illness, specified disease or hospital indemnity coverages which are a part of this plan.

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

Claims. Guardian will provide a benefit determination not later than 30 days after receipt of a claim. If a claimant fails to provide all information needed to make a benefit determination, Guardian will notify the claimant of the specific information that is needed as soon as possible but no later than 30 days after receipt of the claim.

The time period for completing a benefit determination may be extended by up to 15 days if Guardian determines that an extension is necessary due to matters beyond the control of the plan, and so notifies the claimant before the end of the initial 30-day period.

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

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

- the specific reason(s) for the adverse determination;
- reference to the specific plan provision(s) on which the determination is based;

Group Health Benefits Claims Procedure (Cont.)

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

Appeal of Adverse Benefit Determinations

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

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

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

In reviewing an appeal, Guardian will:

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

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

Group Health Benefits Claims Procedure (Cont.)

Claims. Guardian will notify the claimant of its decision not later than 60 days after receipt of the request for review of the adverse benefit determination.

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

B055.0061

All Options

Termination of This Group Plan

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

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

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

B800.0086

You May not be covered by all options in this Certificate.

This Certificate contains all the benefits and options that are available under the Policy. You are insured only for those benefits and options that you are eligible and enrolled for, and for which the required premium has been paid.

CERTIFICATE OF COVERAGE

The Guardian Life Insurance Company of America

10 Hudson Yards
New York, New York 10001
www.GuardianAnytime.com

The Group Accident coverage described in this Certificate is attached to the group Policy effective January 1, 2024. This Certificate replaces any Certificate previously issued under the Policy or under any other plan providing similar or identical benefits issued to the Policyholder by Guardian.

GROUP ACCIDENT COVERAGE

THIS IS AN ACCIDENT ONLY CERTIFICATE. THIS CERTIFICATE PROVIDES LIMITED BENEFITS. BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES. READ YOUR CERTIFICATE CAREFULLY.

THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE.

THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE. IF YOU ARE ELIGIBLE FOR MEDICARE, REVIEW THE "GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH MEDICARE" AVAILABLE FROM THE COMPANY.

Guardian certifies that the Employee to whom this Certificate is issued is eligible for the coverage, and in the amount, described herein. In order to be eligible for coverage, the Employee must: (a) satisfy all of this Certificate's eligibility and effective date requirements; (b) be listed in Our and/or the Policyholder's records as a validly covered Employee under the Certificate; and all required premium payments have been made by or on behalf of the Employee.

The Employee and/or his or her dependents are not covered by any part of this Certificate for which he or she has waived coverage. Such a waiver of coverage is shown in Our and/or the Policyholder's records.

Policyholder: MENTOR EXEMPTED VILLAGE SCHOOL DISTRICT

Group Policy Number: 00057022

The Guardian Life Insurance Company of America

Harris Oliner, Senior Vice President,
Corporate Secretary



Michael Prestileo,
Senior Vice President

B442.0695

Please read this Certificate carefully. If You are not satisfied for any reason, You may return this Certificate to Us within 30 days from the date You receive it. If You return it within the 30 day period, this Certificate will be void from the beginning. We will refund any premium paid.

B442.0005

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This Certificate may include multiple benefit options and types of benefits.

- They were previously selected in an acceptable manner, such as an enrollment form or other required form; and
- We have received any required premium.

Limitation Of Authority

Only the President, a Vice President or a Secretary of Guardian, has the authority to act for Us in a written and signed statement to:

- Determine whether any Policy or Certificate is to be issued;
- Waive or alter any Policy or Certificate provisions, or any of Our requirements;
- Bind Us by any statement or promise relating to the Policy or Certificate issued, or to be issued; or
- Accept any information, or representation, which is not in a signed application.

Agents and brokers do not have the authority to change the Policy or Certificate, or waive any of its provisions.

Incontestability

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

In the event Your insurance is rescinded, We will refund premiums paid for the periods such insurance is void.

Examination and Autopsy

We have the right to have a Doctor of Our choice examine the person for whom a claim is being made under the Certificate as often as We feel reasonably necessary. We also have the right to have an autopsy performed in the case of death where allowed by law. We will pay for all such examinations and autopsies.

Overpayment Recovery

We will recover any benefit payments made if We overpaid a Covered Person. The Covered Person must repay Us in full. We have the right to recover an overpayment from any future benefits payable.

B442.0011

ELIGIBILITY FOR ACCIDENT COVERAGE - EMPLOYEE COVERAGE

Conditions of Eligibility

You are eligible for Accident coverage if You are:

- In an eligible class of Employees;
- An active Full-Time Employee;
- Legally working in the United States or working outside of the United States for a United States based Employer in a country or region approved by Us; and
- Working at least the minimum number of hours of an Employee in Your eligible class at:
 - The Employer's place of business;
 - Some place where the Employer's business requires You to travel; or
 - Any other place You and the Employer have agreed upon for the performance of Your occupational duties.

You are **not** eligible for Accident coverage if You are

- A temporary or seasonal Employee.

Enrollment Requirement If You must pay all or part of the cost of Your coverage, We will not cover You until You enroll and agree to make the required payments.

The Service Waiting Period If You are in an eligible class, You are eligible for Accident coverage under this Plan after You complete the service waiting period, if any, established by the Employer.

Multiple Employment If You work for both the Employer and a covered associated company, or for more than one covered associated company, We will treat You as if only one firm employs You. You will not have multiple Accident coverages under this Plan. But, if this Plan uses the amount of Your earnings to set the rates, determine class, figure coverage amounts, or for any other reason, such earnings will be figured as the sum of Your earnings from all covered Employers.

B442.0009

All Options

When Employee Coverage Starts

Whether You must pay all or part of the cost of Your coverage, You must elect to enroll and agree to make the required payments before Your coverage will start. If You do this on or before Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You do this within 31 days after Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date.

B442.0016

All Options

On the date all or part of Your coverage is scheduled to start, You must be: (1) Actively At Work; (2) fully capable of performing the major duties of Your regular occupation; and (3) working Your regular number of hours. In that case, Your coverage will start at 12:01 A.M. Standard Time for Your place of residence on that date. In any other case, We will postpone the start of Your coverage until the date You: (a) return to Active Work; (b) are working Your regular number of hours; and (c) are fully capable of performing the major duties of Your regular occupation. 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; during a layoff of less than 90 days in duration; during an approved leave of absence not due to Sickness or Injury, of 90 days or less; or on a day during a period of absence that is less than 7 days in duration; and if: (a) You were fully capable of performing the major duties of Your regular occupation for the Employer on a Full-Time basis at 12:01 AM standard time for Your place of residence on the scheduled effective date; and (b) You were performing the major duties of Your regular occupation and working Your regular number of hours on Your last regularly scheduled work day; Your coverage will start on the scheduled effective date.

B442.0018

Exception to When Employee Coverage Starts

Transfer Business Exception: If due to Sickness or Injury, You are not Actively At Work and not working the minimum number of hours of an Employee in Your eligible class, on Your scheduled Eligibility Date, You will be insured for this Group Accident insurance if:

- You were insured under the Employer's prior group accident plan at the time the prior insurer's group accident plan ended and this Group Accident Plan became effective with Us, with no break in coverage;
- You were a member of an eligible class under the Employer's prior group accident plan and are eligible under this Certificate;
- Premiums for You were paid up to date for the Employer's prior group accident plan and this Certificate; You are not receiving or eligible to receive benefits under the Employer's prior group accident plan.
- You are not receiving or eligible to receive benefits under the Employer's prior group accident plan.

B442.0023

When Employee Coverage Ends

When Employee Coverage Ends

Your coverage will end on the first of the following dates:

- The date Your Active Work ends for any reason.
- The date You stop being an eligible Employee under this Certificate.
- The date You are no longer working in the United States, or no longer working outside the United States for a United States based Employer in a country or region approved by Us. Any incidental business or personal travel outside of the United States or outside of a country or region approved by Us, is covered. Such travel will be considered incidental if it is for a period not to exceed 30 consecutive days.
- The date the group Certificate ends, or is discontinued for a class of Employees to which You belong.
- The last day of the period for which required payments are made for You.
- The date you die.

You may have the right to continue certain group benefits for a limited time after Your coverage would otherwise end. Contact Your Employer regarding any continuation options available.

B442.0021

CONTINUATION OF COVERAGE

**Coverage During Temporary
Layoff or Leave of Absence**

If Your Active Work ends because of a temporary layoff or leave of absence, You and Your Employer may agree to continue Your insurance, subject to continued payment of all required premium, until the earliest of:

- The end of the temporary layoff or leave of absence; or
- The end of the month of the leave or layoff plus 1 month(s) following the date the leave or layoff begins.
- The end of the time period covered under a severance agreement not to exceed 1 month(s).

Your Employer must notify Us of the date your Active Work ends and the date You return to Active Work. If You do not return to Active Work at the end of the approved layoff or leave of absence, Your coverage will end. See When Employee Coverage Ends for further explanation.

See Portability Privilege for continuing coverage when You are no longer covered under this Policy and Certificate.

B442.0022

**Coverage During Family
Leave of Absence**

Important Notice This section may not apply to Your Employer's Plan. You must contact Your Employer to find out if he or she must allow for a family leave of absence under federal law. If he or she must allow for such leave, this section applies.

If Your Coverage Would End Your Accident coverage would normally end because You cease work due to an approved leave of absence. But, You may continue Your coverage if the leave has been granted to: (1) allow You to care for a seriously injured or ill spouse, child or parent; (2) after the birth or adoption of a child; (3) due to Your own serious health condition; or (4) because of a serious injury or illness arising out of the fact that Your spouse, child, parent or Next of Kin who is a Covered Service Member is on Active Duty, or has been notified of an impending call or order to active duty, in the Armed Forces in support of a contingency operation. To continue Your coverage, You will be required to pay the same share of the premium as You paid before the leave of absence.

When Continuation Ends Continued coverage will end on the earliest of the following:

- The date You return to Active Work.
- In the case of a leave granted to You to care for a Covered Service Member, the end of a total leave period of 26 weeks in one 12 month period. This 26 week total leave period applies to all leaves granted to You under this section for all reasons. If You take an additional leave of absence in a subsequent 12 month period, continued coverage will cease at the end of a total leave period of 12 weeks.
- In any other case, the end of a total leave period of 12 weeks in any 12 month period.
- The date on which Your Employer's Policy is terminated or You are no longer eligible for coverage under this Certificate.
- The end of the period for which 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: (1) 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 (2) results in the call or order to, or retention on, active duty of members of the uniformed services under any provision of law or during a national emergency declared by the President or Congress.
- **Covered Service Member:** 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 is: (1) undergoing medical treatment, recuperation or therapy; (2) otherwise in outpatient status; or (3) otherwise on the temporary disability retired list.
- **Next Of Kin:** This term means Your nearest blood relative.
- **Outpatient Status:** This term means, in the case of a Covered Service Member, that he or she is assigned to: (1) a military medical treatment facility as an outpatient; or (2) 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 Sickness:** This term means, in the case of a Covered Service Member, an Injury or Sickness 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: (1) office; (2) grade; (3) rank; or (4) rating.

See Portability Privilege for continuing coverage when You are no longer covered under this Policy and Certificate.

Rehire

If You were previously covered under this Certificate and Your coverage ended, You will be eligible for insurance under this Certificate on the date You return to Active Work, provided You:

- Return to Active Work within 6 month(s) of the date Your coverage ended;
- Were covered for Group Accident under this Certificate on the day before Your coverage ended; and
- Enroll for coverage within 31 days of the date You return to Active Work.

Upon return to Active Work, a new Eligibility Date will be established according to the When Coverage Starts rules above.

Upon returning to Active Work, subject to the limitations noted under the Rehire provision of this Certificate, Your coverage under this Certificate will be reinstated at the amount of coverage in place prior to the coverage ending due to temporary layoff or leave of absence. Coverage will be re-established on the date You return to Active Work if all of the required conditions are satisfied. Employee coverage under this Certificate that is reinstated will not be subject to the waiting period established by the Employer, if any.

See Portability Privilege for continuing coverage when You are no longer covered under this Policy and Certificate.

B442.0024

ELIGIBILITY FOR ACCIDENT COVERAGE - DEPENDENT COVERAGE

Conditions of Eligibility

Your eligible dependents are Your spouse; and

- Unmarried dependent child, including:
 - A newborn child, natural child, stepchild, grandchild(ren) who are dependents for federal income tax purposes at the time of application or a child placed with You for adoption or foster care who is under age 26; and
 - A child who is incapable of self-support because of a physical or mental incapacity. See Continuing Coverage For Dependent Children Past the Limiting Age to remain an eligible dependent child.

Eligible dependent does not include anyone who is insured under this Certificate as the Employee.

Dependents Not Eligible

We exclude:

- A dependent who is on Active Duty in any armed force;
- A dependent who is covered by this Certificate as a/an Employee.

A child may be an eligible dependent of more than one Employee who is insured under this Certificate. In that case, the child may be insured for dependent Group Accident benefits by only one Employee at a time.

B442.0027

All Options

When Dependent Coverage Starts

When Dependent Coverage Starts In order for Your dependent coverage to start, You must already be covered for Employee coverage, or enroll for Employee and dependent coverage at the same time.

Subject to all of the other terms of this Certificate, the date Your dependent coverage starts depends on when You elect to enroll Your dependents and agree to make any required payments.

When You enroll Your dependents, coverage begins on the later of Your Eligibility Date and the date You become covered for Employee coverage. Coverage for newborn and adopted children is automatic for the first 31 days following their birth, adoption, placement for adoption, or final decree of adoption, whichever occurs first. Coverage will terminate at the end of this 31 days unless You notify us You would like to add them under dependent coverage and pay the required premium.

B442.0696

All Options

When Dependent Coverage Ends

When Dependent Coverage Ends Dependent coverage ends for all of Your dependents as follows:

- Your Employee coverage ends;
- You stop being a member of a class of Employees eligible for such coverage;
- This Certificate ends, or dependent coverage is discontinued for a class of Employees to which You belong;
- The last day of the period for which required payments are made for Your dependent(s);
- For Your Spouse, at 12:01 A.M. on the date Your marriage ends in legal divorce or annulment;
- The date Your dependent dies.

B442.0035

When Dependent Coverage Ends

When Dependent Coverage Ends

Dependent coverage ends for all of Your dependents as follows:

- Your Employee coverage ends;
- You stop being a member of a class of Employees eligible for such coverage;
- This Certificate ends, or dependent coverage is discontinued for a class of Employees to which You belong;
- The last day of the period for which required payments are made for Your dependent(s);
- For Your child, this happens at 12:01 A.M. on the date the child attains this Certificate's age limit;
- The date Your dependent dies.

Continuing Coverage For Dependent Children Past the Limiting Age

Continuing Coverage For Dependent Children Past the Limiting Age

If You have an unmarried child:

- Incapable of independent living by reason of a mental, physical, or developmental disability; and
- Primarily dependent upon You for support and maintenance;

Then, the child or children may remain eligible for dependent benefits past the age limit provided all the conditions shown below are satisfied.

Each such child:

- Must have a mental, physical, or developmental disability that began before he or she reached the dependent age limit;
- Became covered by this Certificate, or the prior carrier's group accident plan that it replaced, before he or she reached the dependent age limit, and remained continuously covered until he or she reached the age limit;
- Is unmarried and remains:
 - o Incapable of independent living; and
 - o Dependent upon You for most of his or her support and maintenance.

You must send Us written proof, and we approve such proof, of the child's disability and dependence within 31 days from the date he or she reaches the dependent age limit. After the two year period following the child's attainment of the age limit, We can ask for periodic proof that the child's condition continues, but We cannot ask for this proof more than once a year.

Any coverage provided under this section ends when Your coverage ends.

B442.0037

All Options

ACCIDENT BENEFITS

This Certificate will pay the benefits described below if a Covered Person sustains an Injury, or incurs a loss, as a result of a Covered Accident. The Covered Accident and/or treatment must occur on or after the date the Covered Person becomes insured by this Certificate. This Certificate pays no benefits other than what is specifically listed below.

We pay no benefits for any Accident that occurs before a person is a Covered Person under this Certificate.

Subject to a Covered Person's right to port this coverage, if a Covered Person's coverage under this Certificate ends for any reason other than non-payment of premium, We will pay benefits for the Covered Accident that occurs while a Covered Person is insured by this Certificate. The treatment must be performed within 90 days of the date the Covered Person's coverage ends.

B442.0038

All Options

Accidental Death We pay the amount shown in the Schedule of Benefits if the Covered Person sustains an Injury in a Covered Accident that causes the Covered Person's death. The Injury must cause the Covered Person's death within 90 days of the Covered Accident. If We pay this benefit, We will not pay the Accidental Death Common Carrier benefit.

If an Accidental Death and Accidental Dismemberment result from the same Covered Accident, We will pay the higher amount. This benefit is payable once per Covered Person per Covered Accident.

**Accidental Death
Common Carrier:** We pay the amount shown in the Schedule of Benefits if the Covered Person's Accidental Death is due to a Covered Accident which occurs while riding as a fare-paying passenger in a Common Carrier. If We pay this benefit, We will not pay the Accidental Death benefit. This benefit is payable once per Covered Person per Covered Accident.

**Accidental Death
Common Disaster:** We pay the increased amount shown in the Schedule of Benefits if both You and Your covered Spouse die in a Covered Accident or separate Covered Accidents within the same 24 hour period. The benefit increase applies to Your covered Spouse's benefit. This benefit is payable once per Covered Person per Covered Accident.

**Accidental
Dismemberment:** We pay the amount shown in the Schedule of Benefits if a loss listed below is sustained by a Covered Person due to Injuries caused by a Covered Accident:

- "Loss of a hand" means the hand is completely severed at or above the wrist.
- "Loss of a foot" means the foot is completely severed at or above the ankle.

- "Loss of sight" means total and permanent loss of all sight in both eyes that is irrecoverable by natural, surgical or artificial means.
- "Loss of thumb and index finger of same hand" or "Loss of four fingers of same hand" means complete severance through or above the metacarpophalangeal joints of the same hand. This benefit is not payable if benefits have been paid for "Loss of a hand".
- "Loss of all toes on same foot" means complete severance at the metatarsophalangeal joint. This benefit is not payable if benefits have been paid for "Loss of a foot".

We will not pay more than \$50,000.00 for all losses due to the same Covered Accident.

If an Accidental Death and Accidental Dismemberment result from the same Covered Accident, We will pay the higher amount. This benefit is payable once per Covered Person per Covered Accident.

Accidental Death Seatbelt and Airbag: We pay the seatbelt amount shown in the Schedule of Benefits if a Covered Person dies due to Injuries sustained in a Covered Accident while properly wearing a seatbelt. We will pay the Seatbelt & Airbag amount shown in the Schedule of Benefits if a Covered Person dies as a direct result of an automobile Accident while both properly wearing a seatbelt and sitting in a seat equipped with an airbag. We will not pay both the Seatbelt, and Seatbelt and Airbag benefit, for the same Covered Accident.

B442.0039

All Options

Air Ambulance We pay the amount shown in the Schedule of Benefits if a Covered Person is transported by Air Ambulance to or from a Hospital or between medical facilities for treatment of Injuries sustained as the result of a Covered Accident within 48 hours of a Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

B442.0041

All Options

Ambulance: We pay the amount shown in the Schedule of Benefits if a licensed ambulance company transports a Covered Person by ground, to or from a Hospital, or between medical facilities, for treatment of Injuries sustained as a result of a Covered Accident, within 90 days of a Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

B442.0049

All Options

Blood / Plasma / Platelets We pay the amount shown in the Schedule of Benefits if, as the result of a Covered Accident, a Covered Person receives a transfusion, administration, cross matching, typing and processing of Blood/Plasma/Platelets, within 90 days of the Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

B442.0042

All Options

Burn We pay the amount shown in the Schedule of Benefits if a Covered Person suffers one or more burns as a result of a Covered Accident, and is treated by a Doctor within 72 hours of the Covered Accident. If the burn(s) sustained by the Covered Person meets more than one of the burn classifications, We pay the higher amount. This benefit is payable once per Covered Person per Covered Accident.

Burn - Skin Graft We pay the amount shown in the Schedule of Benefits when grafting of the skin is necessary, as determined by a medical professional, for a burn that was payable under the Burn benefit. This benefit is payable once per Covered Person per Covered Accident.

B442.0043

All Options

Catastrophic Loss We pay the amount shown in the Schedule of Benefits if a Covered Person suffers a Catastrophic Loss within 365 days of a Covered Accident, due to Injuries sustained in a Covered Accident. This benefit is payable once per Covered Person per Covered Accident. If a Catastrophic Loss benefit is paid, an Accidental Dismemberment benefit will not be paid for the same, or attached body part.

B442.0044

All Options

Child Organized Sport We pay the additional amount shown in the Schedule of Benefits if the Covered Accident occurred while Your covered dependent child is participating in an Organized Sport. The child must be insured by this Certificate on the date the Covered Accident occurred. The covered dependent child must be 18 years of age or younger.

B442.0045

All Options

Chiropractic Visits We pay the amount shown in the Schedule of Benefits if, as the result of a Covered Accident, a Covered Person suffers a structural imbalance and receives Chiropractic Care Services by a chiropractor in a chiropractors office. Treatment must begin within 60 days after a Covered Accident and be completed within 180 days of the Covered Accident. We will pay a benefit for up to 6 visits per Covered Person per Covered Accident, but no more than 12 visits per calendar year.

B442.0046

All Options

Coma We pay the amount shown in the Schedule of Benefits if, as the result of a Covered Accident, a Covered Person is in a Coma lasting at least 7 consecutive days characterized by the absence of eye opening, verbal response, and motor response. The condition must require intubation for respiratory assistance, and be diagnosed or treated by a Doctor within 90 days of the Covered Accident. This benefit is not payable for a medically-induced Coma. If a Coma and Traumatic Brain Injury result from the same Covered Accident, We will pay the higher amount.

B442.0047

All Options

Concussions We pay the amount shown in the Schedule of Benefits if a Covered Person sustains a concussion as the result of a Covered Accident, and is diagnosed within 72 hours of the Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

B442.0048

All Options

Concussion Baseline Study We pay the amount shown in the Schedule of Benefits if a covered dependent child 18 years of age or younger completes a baseline concussion test.

As a preventive measure, these baseline tests are typically taken prior to a sport season when an athlete has not yet had exposure to training and/or competition. In the event a concussion is sustained during the season, the same test ("post-injury") is taken again by the athlete, yielding comparative scores from before and after the Injury.

These baseline tests and post-injury tests are computerized assessments that measure reaction time, memory capacity, speed of mental processing, and executive functioning of the brain. They also record baseline concussion symptoms and provide extensive information about the athlete's history with concussions.

This benefit is payable once per covered dependent child per year. We do not pay a benefit for "post-injury" tests.

B442.0053

All Options

Dislocations We pay the amount shown in the Schedule of Benefits if a Covered Person is Injured and suffers a Dislocation as a result of a Covered Accident. A Dislocation must be diagnosed by a Doctor within 90 days of the Covered Accident. The Dislocation must be corrected by open (surgical) or closed (non-surgical) reduction.

For multiple Dislocations due to the same Covered Accident, We will pay no more than 2 times the benefit amount for the joint involved with the highest benefit amount.

For partial Dislocation, We will pay 25% of the benefit shown in the Schedule of Benefits for a closed reduction.

We will pay this benefit only for the first Dislocation of a joint per Covered Person per Covered Accident; subsequent Dislocations of the same joint will not be covered for the same Covered Accident.

B442.0050

All Options

Diagnostic Exam (Major) We pay the amount shown in the Schedule of Benefits if a Covered Person receives one of the following imaging studies due to a Covered Accident: Computerized Tomography (CT scan), computerized axial tomography (CAT), magnetic resonance imaging (MRI or electroencephalography (EEG). The imaging study must be prescribed by a Doctor and performed in a Doctor's office or Hospital within 90 days of the Covered Accident, on an Inpatient or outpatient basis. This benefit is payable once per Covered Person per Covered Accident.

B442.0051

All Options

Doctor Follow-Up Visit We pay the amount shown in the Schedule of Benefits if a Covered Person requires additional follow up treatments (not including Outpatient Therapies) after initial Emergency Room treatment or Initial Doctor's Office/Urgent Care Facility Treatment. This benefit is payable to a Covered Person for up to 6 treatments per Covered Accident. The follow-up treatment must be provided by a Doctor in a Doctor's office or in a Hospital on an outpatient basis. Treatment must begin within 60 days from initial treatment from a Covered Accident and be completed within 365 days.

B442.0052

All Options

Emergency Dental Work We pay the amount shown in the Schedule of Benefits if a Covered Person suffers a broken tooth as the result of a Covered Accident, and it is repaired by a Dentist using a dental crown and/or dental extraction. The dental services must begin within 60 days of the Covered Accident. One dental crown and one dental extraction is payable once per Covered Person per Covered Accident.

B442.0054

All Options

Emergency Room Treatment We pay the amount shown in the Schedule of Benefits if a Covered Person is examined or treated by a Doctor in a Hospital Emergency Room for the initial treatment of Injuries sustained in a Covered Accident within 72 hours after the Covered Accident. This benefit is payable once per Covered Person per Covered Accident. We will not pay the Emergency Room Treatment benefit and the Initial Doctor's Office/Urgent Care Facility benefit for the same Covered Accident.

B442.0055

All Options

Epidural Anesthesia Pain Management We pay the amount shown in the Schedule of Benefits if a Covered Person is prescribed and receives an epidural administered for pain management as a result of a Covered Accident. The epidural must be administered in a Hospital or Doctor's office and is payable twice per Covered Person per Covered Accident. This benefit is not payable for an epidural administered during a surgical procedure.

B442.0056

All Options

Eye Injury We pay the amount shown in the Schedule of Benefits if a Covered Person suffers an Eye Injury as the result of a Covered Accident. The Eye Injury must require surgery or the removal of a foreign object by a Doctor within 90 days of a Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

B442.0057

All Options

Family Care We pay the amount shown in the Schedule of Benefits if a Covered Person is confined in a Hospital, ICU or Alternate Care or Rehabilitative Facility as the result of a Covered Accident and the Covered Person has a child or children attending a Child Care Center. The benefit is payable for each child attending a Child Care Center while the Covered Person is confined. The child attending the Child Care Center does not need to be insured under this Certificate for Accident coverage, but must meet the eligibility requirements found in the Dependent Eligibility section. This benefit is payable for up to 30 days within 365 days of the Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

B442.0058

All Options

Fracture (Bone) We pay the amount shown in the Schedule of Benefits if a Covered Person suffers a Fracture as a result of a Covered Accident and it is diagnosed within 90 days of the Covered Accident. The Fracture must require open (surgical) or closed (non-surgical) reduction by a Doctor. This benefit is payable for up to 2 Fracture(s) per Covered Person per Covered Accident. If there are more than 2 Fractures, We will pay the highest two benefit amounts per Covered Accident. We pay 25% of the amount shown in the Schedule of Benefits for the closed reduction of a bone with a chip Fracture that was a result of a Covered Accident.

B442.0059

All Options

Hospital Admission We pay the amount shown in the Schedule of Benefits if a Covered Person is admitted to a Hospital within 180 days of a Covered Accident. This benefit is payable once per Covered Person per Covered Accident. If the Covered Person is admitted to a Hospital or a Hospital Intensive Care Unit for the same Covered Accident within 30 days of an Admission for which a benefit was payable, We will treat this later Admission as a continuation of the previous Admission and no additional benefit will be paid. If more than 30 days have passed between the periods of Hospital or Hospital Intensive Care Unit Admission, We will treat this later Admission as a new and separate Hospital or Hospital Intensive Care Unit Admission. This benefit is not payable for Emergency Room treatment, Outpatient Treatment, or a Hospital stay less than 20 hours in an observation unit, or when a charge for room and board is not made. We will not pay the Hospital Admission and Hospital Intensive Care Unit Admission benefits for the same Covered Accident. We will pay the higher of the Hospital Admission or the Hospital Intensive Care Unit Admission benefit if both occur on the same day for the same Covered Accident.

B442.0061

All Options

Hospital Confinement We pay the amount shown in the Schedule of Benefits if a Covered Person is confined to a bed in a Hospital as an Inpatient within 180 days of a Covered Accident. This benefit is payable up to 365 days per Covered Person per Covered Accident. This benefit is not payable for a Hospital stay less than 20 hours. We do not pay the Hospital Confinement or Hospital Intensive Care Unit Confinement benefit on the same day as the Hospital Admission or Hospital Intensive Care Unit Admission. We will pay the higher of the Hospital Confinement or Intensive Care Unit Confinement benefit if both occur on the same day.

B442.0062

All Options

**Hospital Intensive
Care Unit Admission**

We pay the amount shown in the Schedule of Benefits if a Covered Person is admitted directly to a Hospital Intensive Care Unit within 30 days of a Covered Accident. This benefit is payable once per Covered Person per Covered Accident. If the Covered Person is admitted to a Hospital or a Hospital Intensive Care Unit for the same Covered Accident within 30 days of an Admission for which a benefit was payable, We will treat this later Admission as a continuation of the previous Admission and no additional benefit will be paid. If more than 30 days have passed between the periods of Hospital or Hospital Intensive Care Unit Admission, We will treat this later Admission as a new and separate Hospital or Hospital Intensive Care Unit Admission. This benefit is not payable for Emergency Room treatment, Outpatient Treatment, or a Hospital stay less than 20 hours in an observation unit, or when a charge for room and board is not made. We will not pay the Hospital Admission and Hospital Intensive Care Unit Admission benefits for the same Covered Accident. We will pay the higher of the Hospital Admission or the Hospital Intensive Care Unit Admission benefit if both occur on the same day for the same Covered Accident.

B442.0063

All Options

**Hospital Intensive
Care Unit
Confinement**

We pay the amount shown in the Schedule of Benefits if a Covered Person is confined to a Hospital Intensive Care Unit within 30 days of a Covered Accident. This benefit is payable up to 15 days per Covered Person per Covered Accident. This benefit is not payable for a Hospital Intensive Care Unit stay less than 20 hours. We do not pay the Hospital Confinement or Hospital Intensive Care Unit Confinement benefit on the same day as the Hospital Admission or Hospital Intensive Care Unit Admission.

We will pay the higher of the Hospital Confinement or Intensive Care Unit Confinement benefit if both occur on the same day.

B442.0064

All Options

**Initial Doctor's
Office/Urgent Care
Facility Treatment**

We pay the amount shown in the Schedule of Benefits if a Covered Person is examined or treated by a Doctor in a Doctor's office or Urgent Care Facility for the initial treatment from a Covered Accident. The initial treatment must begin within 30 days after the Covered Accident. This benefit is payable once per Covered Person per Covered Accident. We will not pay the Emergency Room Treatment benefit and the Initial Doctor's Office/Urgent Care Facility benefit for the same Covered Accident.

B442.0065

All Options

Joint Replacement We pay the amount shown in the Schedule of Benefits if a Covered Person requires a hip, knee, or shoulder Joint Replacement as a direct result of a Covered Accident. The Joint Replacement must be scheduled by a Doctor within 90 days of a Covered Accident and is payable once per Covered Person per Covered Accident.

B442.0066

All Options

Knee Cartilage We pay the amount shown in the Schedule of Benefits if a Covered Person tears, ruptures or severs knee cartilage (meniscus) as the direct result of a Covered Accident and requires surgical repair. Treatment by a Doctor must begin within 60 days after the Covered Accident and be repaired through surgery within 365 days. This benefit is payable only once per Covered Person per Covered Accident.

B442.0067

All Options

Laceration We pay the amount shown in the Schedule of Benefits if a Covered Person sustains a Laceration as a result of a Covered Accident, and it is repaired by a Doctor within 72 hours of the Covered Accident. The amount We pay will be based on the total length of all Lacerations received in any one Covered Accident which require repair. This benefit is payable once per Covered Person per Covered Accident for a Laceration:

- With no sutures; and
- Which requires sutures.

B442.0068

All Options

Lodging We pay the amount shown in the Schedule of Benefits for a Companion's hotel/motel stay during the period of time a Covered Person is confined to the Hospital as the direct result of a Covered Accident. This benefit is payable up to 30 days per Covered Person per Covered Accident and is only payable while the Covered Person is confined to the Hospital. The Hospital must be more than 50 miles from the residence of the Covered Person.

B442.0069

All Options

Medical Appliance We pay the amount shown in the Schedule of Benefits if a Doctor requires and prescribes an appliance for a Covered Person as a direct result of a Covered Accident.

An appliance includes wheelchairs; a brace for back, leg or neck; cane, crutches, walkers, and walking boots that extend above the ankle. We will not pay for casts, splints, slings or an arm/hand/wrist brace. The medical prescription for the appliance must begin within 90 days of a Covered Accident.

We limit what We pay for all Medical Appliances combined, per Covered Person per Covered Accident, to the amount shown in the Schedule of Benefits.

B442.0070

All Options

Outpatient Therapy We pay the amount shown in the Schedule of Benefits if a Covered Person requires Cognitive Behavioral, Occupational, Physical, Respiratory, Speech or Vocational therapy due to a Covered Accident. Therapy must begin within the later of: (a) 60 days from the Covered Accident; or (b) 60 days from any required surgery. Therapy must be completed within 6 month(s), and be performed by a licensed Cognitive Behavioral, Occupational, Physical, Respiratory, Speech or Vocational Therapist. This benefit is payable up to 10 treatment(s) per Covered Person per Covered Accident.

B442.0071

All Options

Post-Traumatic Stress Disorder We pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Post-Traumatic Stress Disorder (PTSD) that is triggered by a Covered Accident for which We paid a benefit. PTSD is a mental health condition, and for this benefit to be payable, it must meet the diagnostic criteria for PTSD, stipulated in the Diagnostic and Statistical Manual of Mental disorders IV (DSM IV-TR), or the most current version, and a Covered Person must be under the active care of either a psychiatrist or Ph.D.-level psychologist.

This benefit is payable only once per Covered Person per Covered Accident.

B442.0072

All Options

Prosthetic Device/Artificial Limb We pay the amount shown in the Schedule of Benefits if a Covered Person receives one or more Prosthetic Devices/Artificial Limbs as prescribed by a Doctor for functional use due to the loss of a limb, hand, or foot as a direct result of a Covered Accident. The device or limb must be prescribed within 365 days of the Covered Accident and is payable once per Covered Person per Covered Accident. This benefit is not payable for hearing aids, dental aids (including false teeth), eyeglasses, or cosmetic prostheses such as hair wigs.

B442.0073

All Options

Reasonable Accommodation to Home or Vehicle We pay the amount shown in the Schedule of Benefits if a Covered Person requires modification to his or her place of residence or vehicle if he or she suffers an Accidental Dismemberment or Catastrophic Loss due to a Covered Accident. The modification must be made within 2 year(s) of the Covered Accident and is payable once per Covered Person per Covered Accident.

B442.0074

All Options

Rehabilitation Facility Confinement We pay the amount shown in the Schedule of Benefits if a Covered Person is confined to a Rehabilitation Facility due to a Covered Accident. This benefit is payable up to 15 days per Covered Person per Covered Accident but cannot exceed 30 days per calendar year. We will not pay the Rehabilitation Facility Confinement and the Hospital Confinement benefits for the same day.

B442.0075

All Options

Ruptured Disc with Surgical Repair We pay the amount shown in the Schedule of Benefits if a Covered Person suffers a ruptured disc in his or her spine as a direct result of a Covered Accident. The ruptured disc must be treated by a Doctor within 60 days of the Covered Accident and be surgically repaired within 365 days of the Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

B442.0076

All Options

Surgery (cranial, open-abdominal, thoracic, hernia) We pay the amount shown in the Schedule of Benefits if a Covered Person undergoes cranial, open-abdominal, thoracic, or hernia surgery as a direct result of a Covered Accident. Cranial, open-abdominal, and thoracic surgery must be performed within 72 hours from the initial treatment from the Covered Accident. Hernia surgery must be diagnosed within 30 days of Covered Accident and surgery must be performed within 60 days from the initial treatment from the Covered Accident. If more than one surgery is performed, We pay the benefit with the highest dollar amount. Surgeries can be performed in a Hospital, Emergency Room, Doctor's Office or an appropriate outpatient facility. This benefit is payable once per Covered Person per Covered Accident.

B442.0077

All Options

Surgery (Exploratory and Arthroscopic) We pay the amount shown in the Schedule of Benefits if a Covered Person undergoes exploratory or arthroscopic surgery as a direct result of a Covered Accident. The surgery must take place within 60 days from the initial treatment from the Covered Accident. Surgeries can be performed in a Hospital, Emergency Room, Doctor's Office or an appropriately licensed outpatient facility. Hernia repair is not covered under this benefit. This benefit is not payable if the Surgery or Tendon/Ligament/Rotator Cuff benefits are payable for the same surgery. This benefit is payable once per Covered Person per Covered Accident.

B442.0078

All Options

Tendon / Ligament / Rotator Cuff We pay the amount shown in the Schedule of Benefits if a Covered Person sustains a torn, ruptured or severed tendon, ligament, or rotator cuff as the direct result of a Covered Accident. Treatment must be initiated within 60 days of the Covered Accident and the condition must be repaired through surgery within 365 days of the Covered Accident. Surgery can be performed in a Hospital, Emergency Room, Doctor's Office or an appropriate outpatient facility. This benefit is payable once per Covered Person per Covered Accident.

B442.0079

All Options

Transportation We pay the amount shown in the Schedule of Benefits if a Covered Person must travel more than 50 miles one way to receive special treatment at a Hospital or free standing treatment facility as a direct result of a Covered Accident. The treatment must be prescribed by a Doctor and not available locally. This benefit is payable 3 times per Covered Person per Covered Accident and is not payable if Transportation is provided by Ambulance or Air Ambulance.

B442.0080

All Options

X-Ray We pay the amount shown in the Schedule of Benefits if a Covered Person receives a series of X-Rays as the direct result of a Covered Accident. The X-rays must be prescribed by a Doctor and performed in a Doctor's office or a Hospital or an Urgent Care Facility on an Inpatient or outpatient basis and performed within 90 days of the Covered Accident. This benefit is payable once per Covered Person per Covered Accident. By "series", we mean one or more X-rays performed within a 24-hour period.

B442.0082

ACCIDENT CLAIM PROVISIONS

The Covered Person's right to make a claim for Group Accident Insurance Benefits provided by this Certificate is governed as follows:

Administration: We have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine a Covered Person's eligibility for benefits under this Certificate.

We will:

- Obtain only such information that is necessary to evaluate a claim for benefits. This information will be obtained as set forth herein with respect to Notice and Proof of Loss.
- Consider and interpret the terms of this Certificate and all information obtained by Us and submitted that relates to a claim for benefits and make a determination based on that information and in accordance with the terms of this Certificate and applicable state law.
- If a claim is approved, review the determination as often as is reasonably necessary to determine continued eligibility for benefits.
- If a claim is denied, provide the claimant, within a reasonable period of time, a written notification of an adverse determination. Such notification will include the specific reason(s) for the adverse determination.

Notice: Written Notice of intent to file a claim under this Certificate must be sent to Us within 30 days of the date of the loss. This Notice should include the name of the Covered Person and the Policy number. For details, the Covered Person can call Us at 1-800-268-2525. We will not void or reduce a claim if We do not receive Notice within the required time. Notice must be sent as soon as reasonably possible.

Proof of Loss: The Covered Person must send written Proof of Loss to Our designated office within 90 days of the loss. We will not void or reduce a claim if We do not receive Proof of Loss within the required time. Proof of Loss must be sent as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Claim Forms: We will furnish forms for filing Proof of Loss or Proof of death within 15 days of receipt of Notice. If We do not furnish the forms, We will accept a written Notice and adequate Proof of Loss or Proof of death that is the basis of the claim.

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

The Guardian Life Insurance Company of America
Group Accident Claims Department
P.O. Box 14315
Lexington, KY 40512

Payment Of Benefits: We will pay Accident benefits as soon as We receive written Proof of Loss. Unless otherwise required by law or regulation, We pay all Accident benefits to the Covered Person if living.

If the Covered Person is not living, We have the right to pay all Accident benefits to one of the following: estate; Spouse; parent; child; or brother or sister of the Covered Person.

Complaint Procedures: To make a complaint, the Covered Person may contact customer services at Our toll-free number at 1-800-459-9401 or in writing to Us at the address listed for claims.

Change of Beneficiary: If the Covered Person has named a beneficiary, the beneficiary designation should be maintained by Your Employer. The Covered Person has the right to change the beneficiary.

Legal Actions: No action at law or in equity shall be brought to recover on the Policy prior to expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Certificate. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

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

B442.0697

EXCLUSIONS

This Certificate will not pay benefits for any Injury or Accident caused by, or related directly or indirectly to:

- Sickness, disease, mental infirmity or medical or surgical treatment.
- Voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless:
 - (1) it was prescribed for a Covered Person by a Doctor, and
 - (2) it was used as prescribed. In the case of a non-prescription drug, this Certificate does not pay for any Accident resulting from or contributed to or by use in a manner inconsistent with package instructions. "Controlled substance" means 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.
- The Covered Person being legally intoxicated.
- Declared or undeclared war, act of war, or armed aggression.
- Service in the armed forces, National Guard, or military reserves of any state or country.
- Taking part in a riot or insurrection.
- Participation in the commission of a felony.
- Intentional self-inflicted Injury.
- Suicide or attempted suicide.
- Travel or flight in any kind of aircraft, including any aircraft owned by, or for the, Covered Person, except as a fare-paying passenger on a Common Carrier.
- Participation in any kind of sporting activity for compensation or profit, including coaching or officiating.
- Riding in, or driving any motor-driven vehicle in a race, stunt show or speed test.
- Participation in hang gliding, bungee jumping, sail gliding, parasailing, parakiting, ballooning, parachuting, zorbing or skydiving.
- An Accident that occurs before the Covered Person is covered by this Certificate.

B442.1843

All Options

DEFINITIONS

This section defines certain terms appearing in Your Certificate.

B442.0088

All Options

Accident: This term means an event or occurrence that was not reasonably foreseeable, or that could not have been reasonably expected or anticipated. The term Accident does not include a Sickness.

B442.0089

All Options

Accidental Death: This term means death caused by an Accident independent of Sickness, bodily infirmity, or any other cause and which is not excluded under the Exclusions section.

B442.0090

All Options

Active Work or Actively at Work: These terms mean Your performance of all the duties that pertain to Your work at the place: (1) where it is normally done; or (2) where it is required to be done by Your Employer.

B442.0091

All Options

Alternate Care Facility: This term means a facility that is licensed according to state and/or local laws to provide skilled care, intermediate care, intermingled care, custodial care, or rehabilitative care as an alternative to care at a Hospital.

B442.0092

All Options

Catastrophic Loss: This term means the aggregate impact of loss or loss from, but not limited to, the following: a loss of cognitive function, loss of speech and hearing (both ears), a quadriplegia, hemiplegia or paraplegia.

B442.0093

All Options

Certificate: This term means the Guardian group Accident insurance plan that covers You and Your dependents, if insured.

B442.0094

All Options

Child Care Center: This term means a program of child care which: (1) is provided in a facility that is licensed as a day care center or is operated by a licensed day care provider; and (2) charges a fee for the care of children. The term does not include child care provided by a: (a) parent; (b) stepparent; (c) grandparent; (d) sibling; (e) aunt; or (f) uncle.

B442.0095

All Options

Chiropractic Care Services: This term means spinal manipulation by a licensed chiropractor to correct a structural imbalance caused by a Covered Accident. This does not include services for massage therapy or treatment of chronic conditions or other injuries not related to structural imbalance.

B442.0096

All Options

Cognitive Behavioral Therapist: This term means a person, other than Covered Person or a family member, who: 1) has a Masters or Doctoral degree in psychology, counseling, social work, psychiatry, or related field; 2) is certified by The National Association of Cognitive-Behavioral Therapists; 3) performs services which are allowed by his or her certificate; and 4) performs services for which benefits are provided by this Certificate.

B442.0097

All Options

Cognitive Behavioral Therapy (CBT): This term means a type of psychotherapy. CBT helps one become aware of inaccurate or negative thinking in order to view challenging situations, such as recovering from an Accident, more clearly and respond to them in a more effective way.

B442.0098

All Options

Coma: This term means a state of complete mental unresponsiveness, due to Injury, with no evidence of appropriate responses to stimulation, as diagnosed by a Doctor.

B442.0099

All Options

Common Carrier: This term means any land, air or water conveyance operated under a license to transport passengers for hire.

B442.0100

All Options

Companion: This term means a Spouse, domestic partner, civil union partner, sibling, child, parent, grandparent, or any primary caregiver.

B442.0101

All Options

Covered Accident: This term means an Accident that:

- Occurs while a Covered Person's coverage under this Certificate is in effect;
- Results in a bodily Injury; and
- Is not otherwise excluded under the terms of this Certificate.

B442.0102

All Options

Covered Person: This term means the Employee or dependent insured by this Certificate.

B442.0134

All Options

Dentist: This term means a licensed Dentist, operating within the scope of his or her license, in the state in which he or she is licensed.

B442.0104

All Options

Dislocation: This term means a completely separated joint due to an Injury. A partial Dislocation means the joint is misaligned but not completely dislocated, as diagnosed by a Doctor.

B442.0105

All Options

Doctor: This term means any medical practitioner We are required by law to recognize as a physician. He or she must: (1) be properly licensed or certified by the laws of the state where he or she practices; and (2) provide services that are within the lawful scope of his or her practice.

B442.0106

All Options

Eligibility Date: For Employee coverage, this term means the earliest date You are eligible for coverage under this Certificate. For dependent coverage, this term means the earliest date on which: (1) You have dependents; and (2) are eligible for dependent coverage.

B442.0135

All Options

Emergency Room: This term means a department of the Hospital that is designated for emergency care. This area must be staffed and equipped to handle trauma, be supervised and provide treatment by Doctors, and provide care seven days per week, 24 hours per day.

B442.0109

All Options

Employee: This term means a person who works for the Employer and whose income is reported to the United States Internal Revenue Service, and/or a state, for tax purposes.

B442.0110

All Options

Employer: This term means the entity that purchased the Policy.

B442.0111

All Options

Epidural Anesthesia: This term means a form of regional anesthesia involving injection of drugs through a catheter placed into the epidural space. The epidural must be administered due to a Covered Accident and does not include treatment for childbirth or diseases.

B442.0112

All Options

Fracture: This term means a partial or complete break of a bone that can be determined by a diagnostic exam. A chip Fracture is a Fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

B442.0113

All Options

Full-Time: This term means You regularly work at least the number of hours in the normal work week set by the Employer for Full-Time work at: (1) Your Employer's place of business; (2) some place where the Employer's business requires You to travel; or (3) any other place You and Your Employer have agreed upon for the performance of occupational duties.

B442.0114

All Options

Hospital: This term means a short-term, acute care general facility, which:

- Is primarily engaged in providing, by or under the continuous supervision of Doctors, to Inpatients diagnostic services and therapeutic services for diagnosis, treatment and care of sick or injured persons;
- Has organized departments of medicine and major surgery;
- Has a requirement that every patient must be under the care of a Doctor or Dentist;
- Provides 24 hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- Is duly licensed by the agency responsible for licensing such Hospitals; and
- Is not, other than incidentally: (a) a place of rest; (b) a place primarily for the treatment of tuberculosis; (c) a place for the aged; (d) a place for drug addicts or alcoholics; or (e) a place for convalescent, custodial, educational or rehabilitative care.

B442.0115

All Options

Hospital Intensive This term means a designated area of a Hospital that:

Care Unit:

- Provides the highest quality of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care;
- Is separate and apart from the surgical recovery room and from rooms, beds, wards, and units customarily used for patient confinement;
- Is permanently equipped with special lifesaving equipment for the care of the critically ill or injured;

Is under continuous observation by a specially trained nursing staff assigned exclusively to the intensive care unit on a 24 hour basis and is assigned a Doctor on a full-time basis.

B442.0116

All Options

Injury: This term means unintentional physical damage or harm caused directly by an Accident and not due to Sickness, disease or any other causes. The Injury must occur while a Covered Person is insured under this Certificate.

B442.0117

All Options

Inpatient: This term means a patient who is admitted to a Hospital.

B442.0118

All Options

Occupational Therapist: This term means a person, other than the Covered Person or a family member, who: 1) possesses the designation "Occupational Therapist, Registered (OTR)"; 2) is licensed by the state to practice Occupational Therapy; 3) performs services which are allowed by his or her license; and 4) performs services for which benefits are provided by this Certificate.

B442.0119

All Options

Occupational Therapy: This term means the treatment of a person by means of constructive activities designed and adapted to promote the restoration of a Covered Person's ability to satisfactorily accomplish the ordinary tasks of daily living, and those tasks required by a Covered Person's particular occupational role. Occupational Therapy does not include diversional, recreational, vocational therapies (i.e. hobbies, arts and crafts).

B442.0120

All Options

Organized Sport This term means a sport activity that is governed by an organization and requires formal registration to participate. Proof of registration will be required at claim time.

B442.0121

All Options

Outpatient Treatment: This term means medical services that a Covered Person receives when not confined as an Inpatient in a Hospital.

B442.0122

All Options

Physical Therapist: This term means a person, other than a Covered Person or a family member, who: 1) is licensed by the state to practice Physical Therapy; 2) performs services which are allowed by his or her license; 3) performs services for which benefits are provided by this Certificate and 4) practices according to the code of ethics of the American Physical Therapy Association.

B442.0124

All Options

Physical Therapy: This term means treatment by physical means, hydrotherapy, heat, or similar modalities, physical agents, bio-mechanical and neuro-physiological principles and devices. Such therapy is given to relieve pain, restore function, and to prevent disability following Injury or loss of a body part.

B442.0125

All Options

Policy: This term means the Guardian Group Accident Insurance Policy purchased by the Policyholder.

B442.0126

All Options

Rehabilitation Facility: This term means an appropriately licensed facility or separate section of a Hospital that provides rehabilitation care services on an Inpatient basis and is designated, staffed and equipped to provide restorative services under the supervision of a trained and experienced rehabilitation Doctor. A Rehabilitation Unit is not: a nursing home; an extended care facility; a skilled nursing facility; a rest home or home for the aged; a hospice care facility; a place for alcoholics or drug addicts; or an assisted living facility.

B442.0127

All Options

Respiratory Therapist: This term means a person, other than a Covered Person or a family member, who: 1) is a specialized healthcare practitioner trained in pulmonary medicine in order to work therapeutically with people suffering from pulmonary disease; 2) has graduated from a technical college with a certification in Respiratory Therapy; 3) has passed a national board certifying examination and performs services which are allowed by his or her certification; and 4) performs services which are covered by this Certificate. The NBRC (National Board for Respiratory Care) is the not for profit organization responsible for credentialing the seven areas of Respiratory Therapy.

B442.0128

All Options

Respiratory Therapy: This term means exercises and treatments that help patients recover lung function, such as after surgery.

B442.0136

All Options

Sickness: This term means a disease, illness or other condition not related to Injury, including diseases or infections except when due to an accidental cut or wound.

B442.0129

All Options

Spouse: This term means the person to whom You are legally married, as recognized and allowed by federal law, or state law in Your state of residence or the state in which the marriage was recorded.

B442.0137

All Options

Urgent Care Facility: This term means a health care facility that is organizationally separate from a Hospital and whose primary purpose is the offering and provision of immediate, short-term medical care, without appointment, for urgent care.

B442.0131

All Options

We, Us, Our and Guardian: These terms mean The Guardian Life Insurance Company of America.

B442.0132

All Options

You or Your: These terms mean the insured Employee.

B442.0133

All Options

SCHEDULE OF BENEFITS

EMPLOYEE ACCIDENT COVERAGE

This Schedule of Benefits is attached to the Certificate and is effective the later of: 1) the Policy Effective Date or; 2) the Effective Date of any amendment. This Schedule of Benefits replaces any previously issued Schedule of Benefits.

For more details regarding limitations and the number of benefit payments per Covered Accident please refer to the ACCIDENT BENEFITS section of the Certificate.

All Options

Accident Benefit

Benefit Levels

All Options

Accidental Death

Yourself: \$50,000.00
Your Spouse: \$50,000.00
Your Children: \$25,000.00

All Options

Accidental Death Common Carrier

200% of the Accidental Death benefit amount

All Options

Accidental Death Common Disaster

200% of the Spouse Accidental Death benefit amount

All Options

Accidental Dismemberment

Loss of a hand, foot or sight: 50% of Accidental Death benefit.

Multiple Losses of hand, foot or sight:

For more than one covered loss due to the same Accident, We will pay 100% of the Accidental Death benefit.

Loss of thumb and index finger of same hand, or loss of four fingers of same hand: 25% of Accidental Death benefit.

Loss of all toes of same foot: 25% of Accidental Death benefit.

We will not pay more than \$50,000.00 for all losses due to the same Covered Accident.

All Options

Accidental Death Seatbelt and Airbag benefit

Seatbelt: \$10,000.00

Seatbelt and Airbag: \$15,000.00

All Options

Air Ambulance

\$2,000.00

All Options

Ambulance

\$300.00

All Options

Blood/Plasma/Platelets

\$300.00

All Options

Burn

2nd Degree

From 18 sq inches up to 34 sq inches: \$1,000.00

35 sq inches and over: \$3,000.00

3rd Degree

From 9 sq inches to 17 sq inches: \$2,000.00

From 18 sq inches to 34 sq inches: \$4,000.00

35 sq inches and over: \$12,000.00

All Options

Burn-Skin Graft

50% of burn benefit

All Options

Catastrophic Loss

Quadriplegia: 100% of Accidental Death benefit

Loss of speech and hearing (both ears): 100% of Accidental Death benefit

Loss of cognitive function: 100% of Accidental Death benefit

Hemiplegia: 50% of Accidental Death benefit

Paraplegia: 50% of Accidental Death benefit

All Options

Child Organized Sport (applies only to covered dependent children age 18 or younger)

Additional 25% of payable benefits

All Options

Chiropractic Visits

\$50.00 per visit

All Options

Coma \$12,500.00

All Options

Concussions \$300.00

All Options

Concussion Baseline Study \$25.00
(applies only to covered
dependent children age 18
or younger)

All Options

Dislocations

Closed/Open

All Options

● Hip \$4,000.00/\$8,000.00

All Options

● Knee \$2,600.00/\$5,200.00

All Options

● Shoulder \$2,000.00/\$4,000.00

All Options

● Collar bone \$800.00/\$1,600.00
(sternoclavicular)

All Options

● Collar bone \$160.00/\$320.00
(acromioclavicular and
separation)

All Options

● Ankle or Foot \$1,600.00/\$3,200.00

All Options

● Lower jaw \$1,200.00/\$2,400.00

All Options

● Wrist or elbow \$1,000.00/\$2,000.00

All Options

● Toe or finger \$320.00/\$640.00

All Options

- Bones of the hand \$1,400.00/\$2,800.00

All Options

Diagnostic Exam (Major) \$300.00

All Options

Doctor Follow-Up Visit \$75.00

All Options

Emergency Dental Work
Crown: \$400.00
Extraction: \$100.00

All Options

Emergency Room Treatment \$200.00

All Options

Epidural Anesthesia Pain Management \$100.00

All Options

Eye Injury \$300.00

All Options

Family Care \$30.00 per day

All Options

Fractures **Closed/Open**

All Options

- Skull (depressed) \$3,750.00/\$7,500.00

All Options

- Skull (non-depressed) \$1,750.00/\$3,500.00

All Options

- Hip, Thigh (femur) \$5,000.00/\$10,000.00

All Options

- Vertebrae, body of (excluding vertebrae processes) \$3,600.00/\$7,200.00

All Options

- Pelvis \$4,000.00/\$8,000.00

All Options	
● Leg	\$3,000.00/\$6,000.00
All Options	
● Bones of the face or nose	\$1,500.00/\$3,000.00
All Options	
● Upper jaw, maxilla	\$1,750.00/\$3,500.00
All Options	
● Upper arm (humerus)	\$1,750.00/\$3,500.00
All Options	
● Lower jaw, mandible	\$2,000.00/\$4,000.00
All Options	
● Shoulder blade	\$2,000.00/\$4,000.00
All Options	
● Vertebral process	\$1,000.00/\$2,000.00
All Options	
● Forearm	\$2,500.00/\$5,000.00
All Options	
● Kneecap	\$2,000.00/\$4,000.00
All Options	
● Foot (except toes)	\$2,000.00/\$4,000.00
All Options	
● Ankle	\$2,000.00/\$4,000.00
All Options	
● Rib	\$400.00/\$800.00
All Options	
● Coccyx	\$400.00/\$800.00
All Options	
● Finger, toe	\$400.00/\$800.00
All Options	
Hospital Admission	\$1,500.00

All Options

Hospital Confinement \$325.00 per day

All Options

Hospital ICU Admission \$3,000.00

All Options

Hospital ICU Confinement \$650.00 per day

All Options

Initial Doctor's
Office/Urgent Care
Facility Treatment \$150.00

All Options

Joint Replacement Hip: \$3,500.00
Knee: \$1,750.00
Shoulder: \$1,750.00

All Options

Knee Cartilage \$750.00

All Options

Laceration No sutures required: \$60.00
Lacerations 4cm or less: \$90.00
Lacerations 5cm up to 14 cm: \$300.00
Lacerations 15cm or more: \$600.00

All Options

Lodging \$150.00 per day

All Options

Medical Appliance Limit for all Medical Appliances combined,
per Covered Person, per Covered Accident is
\$600.00

All Options

● Brace for back, leg or neck \$100.00

All Options

● Cane \$50.00

All Options

● Crutches \$50.00

All Options

● Walker \$200.00

All Options

● Walking Boot \$100.00

All Options

● Wheel Chair or Motorized Scooter \$250.00

All Options

● Other medical device used for mobility \$50.00

All Options

Outpatient Therapy \$50.00 per day

All Options

Post-Traumatic Stress Disorder \$500.00

All Options

Prosthetic Device/Artificial Limb One: \$1,000.00
Two or more: \$2,000.00

All Options

Reasonable Accommodation to Home or Vehicle \$2,500.00

All Options

Rehabilitation Facility Confinement \$150.00 per day

All Options

Ruptured Disc With Surgical Repair \$750.00

All Options

Surgery - cranial, open abdominal, thoracic hernia Cranial, open abdominal, thoracic: \$1,500.00
Hernia: \$300.00

All Options

Surgery - Exploratory or Arthroscopic \$500.00

All Options

Tendon/Ligament/Rotator
Cuff

One: \$750.00
Two or more: \$1,500.00

All Options

Transportation

\$.50 per mile, limited to \$600.00
per round trip

All Options

X-ray

\$50.00

All Options

Changes To Coverage

Changes in Coverage Amounts If You are not Actively At Work on a Full-Time basis, any change in Your amount of coverage or the amount of coverage on a covered dependent will not become effective prior to the date You return to Active Work on a Full-Time basis.

Changes in Insurance Classification If Your classification changes, coverage will not be changed to the new amount until the first day on which You are: (1) Actively At Work on a Full-Time basis; and (2) make a contribution, if required, for the new classification.

If a contribution is required for the new classification for which a larger amount of coverage is provided, You must make the required contribution for the new amount within 31 days of the change.

B442.0489

CERTIFICATE RIDER - Wellness Benefit

This Rider is effective as of the effective date of the Employee's Certificate. If this Rider is added to an inforce Certificate, the Rider becomes effective on its issue date. This Rider amends the Certificate By the addition of the following:

This Rider will pay a benefit if a Covered Person has one of the following wellness tests or procedures performed while the Accident coverage is in force. This Rider pays this benefit regardless of the results of the test or procedure. Wellness tests or procedures are limited to:

- Abdominal aortic aneurysm ultrasonography
- Blood test for triglycerides
- Bone marrow testing
- Bone density screening
- Breast ultrasound
- CA 15-3(blood test for breast cancer)
- CA125(blood test for ovarian cancer)
- Cancer genetic mutation test
- Carotid ultrasound
- CEA (blood test for colon cancer)
- Chest x-ray
- Colonoscopy
- Completion of a smoking cessation program
- Completion of a weight reduction program
- Double contrast barium enema
- EKG
- Fasting blood glucose test
- Flexible sigmoidoscopy
- Hemocult stool analysis
- Immunizations
- Lymphocyte Genome Sensitivity test (LGS)
- Mammography
- Pap smear
- PSA (blood test for prostate cancer)

- Registration of a covered dependent child age 18 or younger for an organized sport
- Routine/annual physical
- Serum cholesterol test to determine level of HDL and LDL
- Serum Protein Electrophoresis (blood test for myeloma)
- Skin cancer biopsy
- Stress test on a bicycle or treadmill
- Thermography
- ThinPrep pap test
- Virtual colonoscopy

The Wellness Benefit is \$50.00.

The Covered Person must submit proof of the test, procedure or registration.

We limit what We pay to 1 Wellness Benefit(s) per Covered Person per calendar year.

A Covered Person is an Employee or any of his or her covered dependents.

If You port Your Accident coverage, and the Wellness Benefit was already paid in the same calendar year under this Rider, the Wellness Benefit will not be paid again in that calendar year under the ported certificate.

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

The Guardian Life Insurance Company of America



Michael Prestileo, Senior Vice President

B442.2290

CERTIFICATE RIDER - Portability Privilege

This Rider is effective as of the effective date of the Employee's Certificate. If this Rider is added to an inforce Certificate, the Rider becomes effective on its issue date. This Rider amends the Certificate by the addition of the following:

Portability Privilege

As used in this Rider, the terms "Port" and "to Port" mean to choose a Portable Certificate of Coverage which provides Group Accident coverage. Portability is subject to all the conditions described below.

- You may Port Your own coverage, and coverage for any of Your dependents, if coverage under this Policy and Certificate ends because You:
 - Have terminated employment;
 - Stop being a member of an eligible class of Employees; or
 - Have terminated or lost coverage under the Group Accident Policy and Certificate.
- You may not Port Your coverage, or coverage for any of Your dependents, if coverage under this Policy and Certificate ends due to failure to pay any required premium.

Portability Options

You may Port:

- Your coverage only;
- Your coverage and the coverage of your Spouse;
- Your coverage and the coverage of all of Your dependents;
- Your coverage and the coverage of all of Your dependent child(ren), if You are a single parent;

No other combinations will be allowed.

A dependent must be covered as of the date Your coverage under this Policy and Certificate ends in order to be eligible to Port.

If You die while covered for Group Accident coverage, Your Spouse may Port the dependent coverage on behalf of himself or herself, and the dependent child(ren). The Spouse and dependent child(ren) must be covered under this Policy and Certificate on the date of Your death. This option is not available if there is no surviving Spouse.

How to Port Coverage

You or Your surviving Spouse or dependent child(ren) must:

- Apply to Us in writing; and
- Pay the required premium.

You or Your surviving Spouse or dependent child(ren) must do this within 31 days from the date Your coverage under this Policy and Certificate ends.

We will not ask for proof that You or Your surviving Spouse or dependent child(ren) are in good health.

The Portable Certificate of Coverage

The Portable Certificate of Coverage provides Group Accident coverage. The premium for the Portable Certificate of Coverage will be based on Your rate class under this Policy and Certificate or Your surviving Spouse's rate shown in the Accident Portability Coverage Premium Notice.

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

The Guardian Life Insurance Company of America



Michael Prestileo, Senior Vice President

B442.0553

CERTIFICATE AMENDATORY RIDER - Telemed

This Rider is effective as of the effective date of the Employee's Certificate. If this Rider is added to an inforce Certificate, the Rider becomes effective on its issue date.

This Rider amends the Certificate by replacing the **Doctor Follow-Up Visit** provision in the **Accident Benefits** section as shown below.

Doctor Follow-Up Visit: We pay the amount shown in the Schedule of Benefits if a Covered Person requires additional follow up treatments (not including Outpatient Therapies) after initial Emergency Room treatment or Initial Doctor's Office/Urgent Care Facility Treatment. This benefit is payable to a Covered Person for up to 6 treatments per Covered Accident. The follow-up treatment must be provided by a Doctor in a Doctor's office, through Telemedicine Services, or in a Hospital on an outpatient basis. Treatment must begin within 60 days from initial treatment from a Covered Accident and be completed within 365 days.

This Rider also amends the **Definitions** section of the Certificate by adding the definition shown below.

Telemedicine Services: A medical inquiry with a Doctor via the use of telecommunication and information technologies (including, but not limited to, audio or video communications) for the Covered Person's evaluation, diagnosis, or treatment as would be practiced in person. This does not include requests for prescription refills, test results or medical records.

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

The Guardian Life Insurance Company of America



Michael Prestileo, Senior Vice President

B442.2096

STATEMENT OF ERISA RIGHTS

The Guardian Life Insurance Company of America

10 Hudson Yards
New York, New York 10001
(212) 598-8000

Your group accident insurance benefits may be covered by the Employee Retirement Income Security Act of 1974 (ERISA). If so, you are entitled to certain rights and protections under ERISA.

ERISA provides that all plan participants shall be entitled to:

Receive Information about Your Plan and Benefits

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

Prudent Actions by Plan Fiduciaries

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

Enforcement of Your Rights

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

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

Assistance with Questions

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

B442.0581

Accident Insurance Claims Procedure

If you seek benefits under the plan you should complete, execute and submit a request for claim. Instructions for filing claims may be obtained from The Guardian Life Insurance Company of America (hereinafter referenced as Guardian.)

Guardian is the Claims Fiduciary with the authority to interpret and construe the terms of the Policy, the Certificate, the Schedule of Benefits, and any riders, or other documents or forms that may be attached to the Certificate or the Policy, and any other plan documents. Guardian has the authority to determine eligibility for benefits and coverage under those documents. Guardian has the right to secure independent professional healthcare advice and to require such other evidence as needed to decide your claim.

In addition to the basic claim procedure explained in your Certificate, Guardian will also observe the procedures listed below. These procedures are the minimum requirements for benefit claims procedures of employee benefit plans covered by Title 1 of ERISA.

Definitions

"Adverse determination" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participants or beneficiary's eligibility to participate in a plan.

Timing for Initial Benefit Determination of Accident Insurance Claims

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

Guardian will provide a benefit determination not later than 90 days from the date of receipt of a claim. This period may be extended by up to 90 days if Guardian determines that an extension is necessary due to special circumstances, and so notifies the claimant before the end of the initial 90-day period. Such notification will include the reason for the special circumstances requiring the extension and a date by which the determination is expected to be made.

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

Adverse Benefit Determination of Accident Insurance Claims

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

- The specific reason(s) for the adverse determination;
- References to the specific provisions in the Policy, Certificate, plan or other documents, on which the determination is based;
- A description of any additional material or information needed to perfect the claim, and an explanation of why such material or information is necessary;
- A description of the plan's claim review procedures which a claimant may follow to have a claim for benefits reviewed and the time limits applicable to such procedures; and
- A description of the plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

B442.0582

Appeals of Adverse Determinations of Accident Insurance Claims

If a claim is wholly or partially denied, you will have up to 60 days to make an appeal. Guardian will conduct a full and fair review of an appeal which includes providing to claimants the following:

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

In reviewing an appeal, Guardian will notify the claimant of its decision not later than 60 days after receipt of the request for review of the adverse determination. This period may be extended by an additional period of up to 60 days if Guardian determines that special circumstances require an extension of the time period for processing and so notifies the claimant before the end of the initial 60-day period.

A notification with respect to an extension will indicate the special circumstances requiring an extension of the time period for review, and the date by which the final determination will be made. In the event Guardian denies the appeal of an adverse benefit determination, it will:

- Provide the specific reason or reasons why the appeal was denied;
- Refer to the specific provisions in the Policy, Certificate, plan, or other documents on which the benefit determination is based;
- Provide a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to the claimants claim for benefits.

Alternative Dispute Options

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

B442.0583

All Options

AMENDATORY RIDER

This Rider amends the Certificate to include the following and is effective on the Policy Date.

Additional Services and discounts

Guardian has arranged to make a select number of services and discounts available to you through a third party.

These services and discounts include the following:

B601.0288

- Travel assistance services

Complete details about the services and discounts are available by calling us at 800-627-4200.

You aren't obligated to use these optional services and discounts to obtain benefits under your Plan.

When your coverage under this Plan ends, your access to this program will also end.

We reserve the right to terminate, change or replace this program at any time.

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

The Guardian Life Insurance Company of America



Michael Prestileo, Senior Vice President

B601.0267

You May not be covered by all options in this Certificate.

This Certificate contains all the benefits and options that are available under the Policy. You are insured only for those benefits and options that you are eligible and enrolled for, and for which the required premium has been paid.

CERTIFICATE OF COVERAGE

The Guardian

10 Hudson Yards
New York, New York 10001

The group Hospital Indemnity coverage described in this Certificate is attached to the group Policy effective January 1, 2024. This Certificate replaces any Certificate previously issued under this Plan or under any other plan providing similar or identical benefits issued to the Policyholder by Guardian.

Important Notice: This is a limited plan of Hospital Indemnity insurance. It is a supplement to health insurance. It is not a substitute for hospital or medical expense insurance, a health maintenance organization (HMO) contract, or major medical expense insurance. Please read this Plan carefully to fully understand what it covers, limits, and excludes. This Certificate does not meet the Federal requirement for health coverage under the Affordable Care Act.

GROUP HOSPITAL INDEMNITY COVERAGE

Guardian certifies that the Employee to whom this Certificate is issued is entitled to the benefits described herein. However, the Employee must: (a) satisfy all of this Plan's eligibility and effective date requirements; (b) be listed in Our and/or the Policyholder's records as a validly covered Employee under this Plan; and (c) all required premium payments must have been made by or on behalf of the Employee.

The Employee and/or his or her Dependents are not covered by any part of this Plan for which he or she has waived coverage. Such a waiver of coverage is shown in Our and/or the Policyholder's records.

Policyholder: MENTOR EXEMPTED VILLAGE SCHOOL DISTRICT

Group Policy Number: 00057022

The Guardian Life Insurance Company of America



Michael Prestileo, Senior Vice President

B037.0397

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All Options

DEFINITIONS

The terms shown below have the meaning given in this section. Whenever used throughout this Certificate, they will be capitalized. Additional terms may be defined within the provision to which they apply.

B005.0526

All Options

Active Work or Actively At Work or Actively Working: These terms mean Your performance of all the duties that pertain to Your work at the place: (1) where it is normally done; or (2) where it is required to be done by Your Employer.

B005.0527

All Options

Benefit Year: This term means a 12 month period which starts on January 1st and ends on December 31st.

B005.0695

All Options

Complications of Pregnancy: This term means:

- (1) Conditions requiring Confinement to a Hospital or treatment in an Outpatient Surgery facility (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy, but are adversely affected by, or caused by, pregnancy, including but not limited to: non-scheduled cesarean section, acute nephritis, nephrosis, cardiac decompensation, hyperemesis gravidarum, pre-eclampsia, missed abortion, and similar medical and surgical conditions of comparable severity.
- (2) Termination of ectopic pregnancy and spontaneous termination of pregnancy occurring during a time that a viable birth is not possible.

Complications of Pregnancy does not mean: false labor, occasional spotting, Doctor-prescribed rest during the period of pregnancy, morning sickness, scheduled cesarean section, and similar conditions associated with the management of a difficult pregnancy.

B005.0529

All Options

Confined/ Confinement: This term means the admission to, and subsequent continued stay in, a Hospital as an overnight bed patient and a charge for room and board is made. **If** death occurs before a Covered Person completes one overnight stay, that person will be deemed to have been Confined for one day.

B005.0530

All Options

Covered Dependent Child: This term means Your eligible dependent child covered under this Plan.

B005.0531

All Options

Covered Family: This term means You, and all of Your covered dependents.

B005.0532

All Options

Covered Person: This term means You, if You are covered under this Plan and Your covered dependents.

B005.0535

All Options

Covered Sickness: This term means an illness or disease, including Complications of Pregnancy, which occurs on or after the Covered Person's effective date of this coverage and while this Plan is in force; and is not excluded by name or specific description in the Plan. All related conditions and recurring symptoms of Sickness to the same person will be considered one Sickness.

B005.0537

All Options

Diagnosis/ Diagnose: This term means the establishment of the presence or existence of a Covered Sickness or Injury by a Doctor through the use of clinical and/or lab findings, as described in the Covered Benefits section of this Plan.

B005.0539

All Options

Doctor: This term means any medical practitioner We are required by law to recognize. He or she must: (1) be properly licensed or certified by the laws of the state where he or she practices; and (2) provide services that are within the lawful scope of his or her practice.

B005.0540

All Options

Elective Surgery: This term means surgery that:
(1) is not Medically Necessary;

- (2) does not promote the proper function of the Covered Person's body or prevent or treat Sickness; or
- (3) is directed at improving appearance; unless such surgery is needed to correct a deformity resulting from: (a) a congenital abnormality; or (b) a disfiguring Sickness, physical disease or Injury.

Laser correction or other surgery to correct vision or hearing will be deemed Elective Surgery when similar results could be provided by use of eyeglasses, contact lenses, hearing aid or other device. Medically Necessary surgery for glaucoma, cataracts or other Sickness or Injury is not considered Elective Surgery.

B005.0542

All Options

Eligibility Date: For Employee coverage, this term means the earliest date You are eligible for coverage under this Plan. For dependent coverage, this term means the earliest date on which You: (1) have Initial Dependents; and (2) are eligible for dependent coverage.

B005.0543

All Options

Emergency Room: This term means a department of the Hospital that is designated for emergency care. This area must be staffed and equipped to handle trauma, be supervised and provide treatment by Doctors, and provide care seven days per week, 24 hours per day.

B005.0545

All Options

Employee: This term means a person who works for the Employer and whose income is reported for tax purposes using a W-2 form.

Employer: This term means MENTOR EXEMPTED VILLAGE SCHOOL DISTRICT .

B005.0546

All Options

Full-Time: This term means You regularly work at least the number of hours in the normal work week set by the Employer (but not less than 30 hours per week), at: (1) Your Employer's place of business; (2) some place where the Employer's business requires You to travel; or (3) any other place You and Your Employer have agreed upon for the performance of occupational duties.

B005.0547

All Options

Hospital: This term means a short-term, acute care general facility, which:

- (1) is primarily engaged in providing, by or under the continuous supervision of Doctors, to Inpatients, Diagnostic services and therapeutic services, for Diagnosis, treatment and care of sick or injured persons;
- (2) has organized departments of medicine and major surgery;
- (3) has a requirement that every patient must be under the care of a Doctor or dentist;
- (4) provides 24 hour Nursing service by or under the supervision of a registered professional Nurse (R.N.);
- (5) is duly licensed by the agency responsible for licensing such Hospitals; and
- (6) is not, other than incidentally: (a) a place of rest; (b) a place primarily for the treatment of tuberculosis; (c) a place for the aged; (d) a place for drug addicts or alcoholics; or (e) a place for convalescent, custodial, educational or rehabilitative care.

B005.0550

All Options

Hospital Intensive Care Unit: This term means a designated area of a Hospital that:

- (1) provides the highest quality of medical care and is restricted to patients who are critically ill and who require intensive comprehensive observation and care;
- (2) is separate and apart from the surgical recovery room and from rooms, beds, wards, and units customarily used for patient Confinement;
- (3) is permanently equipped with special lifesaving equipment for the care of the critically ill;
- (4) is under continuous observation by a specially trained Nursing staff assigned exclusively to the Intensive Care Unit on a 24 hour basis and is assigned a Doctor on a full-time basis.

B005.0551

All Options

Initial Dependents: This term means those eligible dependents You have at the time You first become eligible for Employee coverage. If at this time You do not have any eligible dependents, but You later acquire them, the first eligible dependents You acquire are Your Initial Dependents.

B005.0552

All Options

Injury: This term means unintentional physical damage or harm caused directly to the Covered Person's body; not due to Sickness or disease. The Injury must occur while You or Your covered dependents are insured under this Plan.

B005.0553

All Options

Inpatient: This term means a patient who is admitted to a Hospital, as an overnight bed patient with a charge for room and board for a Covered Sickness or Injury.

B005.0555

All Options

Medically Necessary: This term means health services, treatment and supplies that are all of the following:

- (1) medically appropriate;
- (2) needed to Diagnose or treat a Covered Sickness or Injury;
- (3) consistent in type, frequency, and length of treatment with scientifically based guidelines of national medical research or health care coverage organizations or government agencies;
- (4) needed for reasons other than comfort or convenience of the Covered Person or Doctor;
- (5) of proven medical value; and
- (6) done with the appropriate level of service or supply needed to provide safe and adequate care.

B005.0557

All Options

Newly Acquired Dependent: This term means an eligible dependent You acquire after You already have coverage in force for Initial Dependents.

B005.0558

All Options

Nurse: This term means either a professional, licensed, graduate registered Nurse (R.N.) or a professional, licensed practical Nurse (L.P.N.).

B005.0559

All Options

Observation Unit: This term means a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored following Outpatient Surgery or treatment in the Emergency Room by a Doctor, and that fully meets each of the following requirements:

- (1) It is under the direct supervision of a Doctor or registered Nurse.
- (2) It is staffed by Nurses assigned specifically to that unit.
- (3) It provides care seven days per week, 24 hours per day.

B005.0560

All Options

Outpatient Treatment: This term means medical services that a Covered Person receives when not Confined as an Inpatient in a Hospital.

B005.0562

All Options

Plan: This term means the group Hospital Indemnity coverage described in the policy and this Certificate.

B005.0564

All Options

Rehabilitation Unit Confinement: This term means an appropriately licensed facility or separate section of a Hospital that provides rehabilitation care services on an Inpatient basis and is designated, staffed and equipped to provide restorative services under the supervision of a trained and experienced rehabilitation Doctor. A Rehabilitation Unit is not: a nursing home; an extended care facility; a skilled nursing facility; a rest home or home for the aged; a hospice care facility; a place for alcoholics or drug addicts; or an assisted living facility.

B005.0565

All Options

Spouse: This term means Your lawful spouse.

B010.0656

All Options

We, Us, Our and Guardian: These terms mean The Guardian Life Insurance Company of America.

You or Your: These terms mean the covered Employee.

B005.0570

All Options

GENERAL PROVISIONS

B005.0033

All Options

Applicable Benefits

This Certificate may include multiple benefit options and types of benefits. In the event that the Certificate includes such multiple benefit options and types of benefits, each Covered Person will only be covered for those applicable benefits that (1) were previously selected in a manner and mode acceptable to Guardian such as an enrollment form and (2) for which applicable premium has been received by Guardian.

B005.0034

All Options

Limitation of Authority

No person, except by a writing signed by the President, a Vice President or a Secretary of Guardian, has the authority to act for Us to: (1) determine whether any contract, Plan or certificate is to be issued; (2) waive or alter any provisions of any contract or plan, or any of Our requirements; (3) bind Us by any statement or promise relating to the contract issued or to be issued; or (4) accept any information or representation which is not in a signed application.

B005.0573

All Options

Incontestability

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

No statement in any application, except a fraudulent statement, made by a Covered Person will be used to contest the validity of his or her insurance or to deny a claim for a loss incurred after such insurance has been in force for two years during his or her lifetime.

If the Plan replaces a plan Your Employer had with another insurer, We may rescind the Plan based on misrepresentations made by the Employer or an Employee in a signed application for up to two years from the effective date of the Plan.

In the event Your insurance is rescinded due to a fraudulent statement made in Your application We will refund premiums paid for the periods such insurance is void. The premium paid by You will be sent to Your last known address on file with Your Employer or Us.

B005.0574

All Options

Examination and Autopsy

We have the right to have a Doctor of Our choice examine the person for whom a claim is being made under the Plan. We also have the right to have an autopsy performed in the case of death where allowed by law. We will pay for all such examinations and autopsies.

B005.0576

All Options

Hospital Indemnity Claim Provisions

Your right to make a claim for Hospital Indemnity benefits provided by this Plan is governed as follows:

Notice You must send Us written notice of a Covered Sickness or Injury for which a claim is being made within 20 days of the date the Covered Sickness starts or Injury occurs. This notice should include Your name and the Policy number. If the claim is being made for any other Covered Person, his or her name should also be shown.

Claim Forms We will furnish You with forms for filing proof of loss within 15 days of receipt of notice. If We do not furnish the forms on time, We will accept a written description and adequate proof of the Covered Sickness or Injury that is the basis of the claim as proof of loss. You must detail the nature and extent of the loss for which the claim is being made.

Proof Of Loss You must send written proof to Our designated office within 90 days of the loss.

Late Notice Of Proof We will not void or reduce Your claim if You cannot send Us notice and proof of loss within the required time. In that case, You must send Us notice and proof as soon as reasonably possible.

Payment Of Benefits We will pay Hospital Indemnity benefits as soon as We receive written proof of loss. Unless otherwise required by law or regulation, We pay all Hospital Indemnity benefits to You if You are living. If You are not living, We have the right to pay all Hospital Indemnity benefits to one of the following: (1) Your estate; (2) Your Spouse; (3) Your parents; (4) Your children; or (5) Your brothers and sisters.

Legal Actions No legal action against this Plan shall be brought until 60 days from the date proof of loss has been given as shown above. No legal action shall be brought against this Plan after three years from the date written proof of loss is required to be given.

Workers' Compensation The Hospital Indemnity benefits provided by this Plan are not in place of and do not affect requirements for coverage by Workers' Compensation.

B005.0578

All Options

ELIGIBILITY FOR HOSPITAL INDEMNITY COVERAGE - EMPLOYEE

Eligible Employees

Subject to the conditions of eligibility set forth below, and to all of the other conditions of this Plan, You are eligible if You are in an eligible class of Employees and are an active Full-Time Employee.

If You are a partner or proprietor, We will treat You like an Employee if You meet this Plan's conditions of eligibility.

Conditions of Eligibility

You are eligible for Hospital Indemnity coverage if You are:

- Legally working in the United States, or working outside of the United States for a United States based Employer in a country or region approved by Us; and
- 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: (1) the Employer's place of business; (2) some place where the Employer's business requires You to travel; or (3) any other place You and the Employer have agreed upon for the performance of occupational duties.

You are **not** eligible for Hospital Indemnity coverage if You are:

- A temporary or seasonal Employee;

Enrollment Requirement: If You must pay all or part of the cost of Your coverage, We will not cover You until You enroll and agree to make the required payments.

B005.0584

All Options

The Service Waiting Period If You are in an eligible class, You are eligible for Hospital Indemnity coverage under this Plan after You complete the Service Waiting Period, if any, established by the Employer.

B005.0581

All Options

Multiple Employment If You work for both the Employer and a covered associated company, or for more than one covered associated company, We will treat You as if only one firm employs You. You will not have multiple Hospital Indemnity coverages under this Plan. But, if this Plan uses the amount of Your earnings to set the rates, determine class, figure coverage amounts, or for any other reason, such earnings will be figured as the sum of Your earnings from all covered Employers.

B005.0582

All Options

Coverage During Temporary Layoff or Leave of Absence:

If Your active Full-Time service ends because You were laid off or go on a leave of absence approved by Your Employer, You may continue Your 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) 1 months following the date the temporary layoff or approved leave of absence begins. If You become Disabled under this Plan while Your coverage is being continued during a temporary layoff or leave of absence, Your eligibility for benefits will be governed by all the term of this Plan.

B005.0585

All Options

When Employee Coverage Starts

Your Eligibility Date is the date You have met all of the conditions of eligibility.

Whether You must pay all or part of the cost of Your coverage, You must elect to enroll and agree to make the required payments before Your coverage will start. If You do this on or before Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You do this within 31 days after Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You do not elect this coverage within 31 days of Your Eligibility Date, You must wait until the next scheduled group enrollment period. Once each year, during the group enrollment period You may elect to enroll in this coverage as offered by Your Employer. As used here, "group enrollment period" means an annual open enrollment period set by Your Employer and agreed to by Us. During this period, You can choose the Hospital Indemnity coverage Your Employer offers. An open enrollment period is usually held once a year and usually lasts for 30 days.

On the date all or part of Your coverage is scheduled to start, You must be: (1) Actively At Work; (2) fully capable of performing the major duties of Your regular occupation; and (3) working Your regular number of hours. In that case, Your coverage will start at 12:01 A.M. Standard Time for Your place of residence on that date. In any other case, We will postpone the start of Your coverage until the date You: (a) return to Active Work; (b) are working Your regular number of hours; and (c) are fully capable of performing the major duties of Your regular occupation. 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; during a layoff of less than 180 days in duration; during an approved leave of absence not due to Sickness or Injury, of 90 days or less; or on a day during a period of absence that is less than 7 days in duration; and if: (a) You were fully capable of performing the major duties of Your regular occupation for the Employer on a Full-Time basis at 12:01 AM standard time for Your place of residence on the scheduled effective date; and (b) You were performing the major duties of Your regular occupation and working Your regular number of hours on Your last regularly scheduled work day; Your coverage will start on the scheduled effective date.

Exception to When Employee Coverage Starts:

If You are not capable of performing the major duties of Your regular occupation for Your Employer on a Full-Time basis on the date Your coverage is scheduled to start, You will be insured for Hospital Indemnity insurance if:

1. You were insured under the prior insurer’s group or individual Hospital Indemnity policy at the time of the transfer;
2. You are a member of an eligible class;
3. premiums for You were paid up to date; and
4. You are not receiving or eligible to receive benefits under the prior insurer’s group or individual Hospital Indemnity policy.

Any Hospital Indemnity benefit payable will be the lesser of:

1. the Hospital Indemnity benefit payable under the Group Policy; or
2. the Hospital Indemnity benefit payable under the prior insurer’s group Hospital Indemnity or individual policy had it remained in force.

B005.0586

All Options

When Employee Coverage Ends

Your coverage will end on the first of the following dates:

- The date Your active service ends for any reason. Your active service ends when You are no longer: (1) Actively At Work; and (2) working Your regular number of hours.
- The date You stop being an eligible Employee under this Plan.
- The date You are no longer working in the United States or working outside of the United States for a United States based Employer in a country or region approved by Us.
- The date this group Plan ends, or is discontinued for a class of Employees to which You belong.
- The last day of the period for which required payments are made for You.

B005.0591

All Options

Your Right to Continue Hospital Indemnity Coverage During a Family Leave of Absence

Important Notice: This section may not apply to Your Employer’s Plan. You must contact Your Employer to find out if he or she must allow for a family leave of absence under federal law. If he or she must allow for such leave, this section applies.

If Your Coverage Would End: Your Hospital Indemnity coverage would normally end because You cease work due to an approved leave of absence. But, You may continue Your coverage if the leave has been granted to: (1) allow You to care for a seriously injured or ill Spouse, child or parent; (2) after the birth or adoption of a child; (3) due to Your own serious health condition; or (4) because of a Serious Injury or Illness arising out of the fact that Your Spouse, child, parent or Next of Kin who is a Covered Service Member is on Active Duty, or has been notified of an impending call or order to Active Duty, in the Armed Forces in support of a Contingency Operation. To continue Your coverage, You will be required to pay the same share of the premium as You paid before the leave of absence.

When Continuation Ends: Continued coverage will end on the earliest of the following:

- The date You return to Active Work.
- In the case of a leave granted to You to care for a Covered Service Member, the end of a total leave period of 26 weeks in one 12 month period. This 26 week total leave period applies to all leaves granted to You under this section for all reasons. If You take an additional leave of absence in a subsequent 12 month period, continued coverage will cease at the end of a total leave period of 12 weeks.
- In any other case, the end of a total leave period of 12 weeks in any 12 month period.
- The date on which Your Employer's Plan is terminated or You are no longer eligible for coverage under this Plan.
- The end of the period for which 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: (1) 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 (2) results in the call or order to, or retention on, Active Duty of members of the uniformed services under any provision of law or during a national emergency declared by the President or Congress.
- **Covered Service Member:** 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 is: (1) undergoing medical treatment, recuperation or therapy; (2) otherwise in Outpatient Status; or (3) otherwise on the temporary disability retired list.
- **Next Of Kin:** This term means Your nearest blood relative.

- **Outpatient Status:** This term means, in the case of a Covered Service Member, that he or she is assigned to: (1) a military medical treatment facility as an outpatient; or (2) 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 Service Member, 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: (1) office; (2) grade; (3) rank; or (4) rating.

B005.0594

All Options

ELIGIBILITY FOR HOSPITAL INDEMNITY COVERAGE - DEPENDENT

Eligible Dependents

Your eligible dependents are Your Spouse and Your unmarried dependent child(ren) from birth, until the age of 26.

B005.0597

All Options

Adopted Children and Step-Children

Your unmarried dependent children include Your legally adopted children and Your step-children. But, Your step-children must depend on You for most of their support and maintenance. We treat a child as legally adopted from the time the child is placed in Your home for the purpose of adoption. We treat such a child this way whether or not a final adoption order is ever issued.

B005.0598

All Options

Handicapped Children

You may have an unmarried child (a) with a mental or physical handicap or developmental disability and (b) chiefly dependent upon You for support and maintenance. In that case such a child may remain eligible for dependent benefits past the age limit subject to the conditions shown below.

- His or her condition started before he or she reached the age limit.
- He or she became covered for dependent Hospital Indemnity benefits before he or she reached the age limit, and remained continuously covered until he or she reached the age limit.
- He or she is unmarried and remains: (i) incapable of self-sustaining employment; and (ii) dependent upon You for most of his or her support and maintenance.
- You send Us written proof, and We approve such proof, of the child's disability and dependence within 31 days from the date he or she reaches the age limit. After the two year period following the child's attainment of the age limit, We can ask for periodic proof that the child's condition continues, but We cannot ask for this proof more than once a year.

The child's coverage ends when Your coverage ends.

B005.0599

Dependents Not Eligible

We exclude:

- A dependent who is on Active Duty in any armed force;
- A dependent who is covered by this Plan as an Employee.

A child may be an eligible dependent of more than one Employee who is insured under this Plan. In that case, the child may be insured for dependent Hospital Indemnity benefits by only one Employee at a time.

B005.0601

When Dependent Coverage Starts

In order for Your dependent coverage to start, You must already be covered for Employee coverage, or enroll for Employee and dependent coverage at the same time.

Subject to the Exception below and to all of the other terms of this Plan, the date Your dependent coverage starts depends on when You elect to enroll Your Initial Dependents and agree to make any required payments.

If You do this on or before Your Eligibility Date, the dependent's coverage is scheduled to start on the later of Your Eligibility Date and the date You become covered for Employee coverage.

If You do this within 31 days of Your Eligibility Date, the coverage is scheduled to start on the later of Your Eligibility Date and the date You become covered for Employee coverage.

If You do not elect dependent coverage within 31 days of Your Eligibility Date, You must wait until the next scheduled group enrollment period to add dependent coverage. Once each year, during the group enrollment period You may elect to enroll dependents in this coverage as offered by Your Employer. As used here, "group enrollment period" means an annual open enrollment period set by Your Employer and agreed to by Us. During this period, You can choose the dependent Hospital Indemnity coverage Your Employer offers. An open enrollment period is usually held once a year and usually lasts for 30 days.

You may enroll Your dependents outside of the group enrollment period only as follows:

- You may enroll a new Spouse within 31 days of marriage;
- You may enroll for dependent child coverage within 31 days of the birth or adoption of Your first eligible child.

Once You have dependent child coverage for Your Initial Dependent child(ren) any Newly Acquired Dependent children will be covered as of the date he or she is first eligible.

Exception: We will postpone the effective date of a dependent's, other than a newborn child's, coverage if, on that date, he or she is: (1) Confined to a Hospital or other health care facility or (2) home confined. In that case, We will postpone the effective date of his or her coverage until the day after the date: (a) of his or her discharge from such facility or (b) his or her home confinement ends. If a dependent was covered under a prior plan at transfer, this language will not apply to the amount of coverage that was in force with the prior plan.

B005.0602

All Options

When Dependent Coverage Ends

Dependent coverage ends for all of Your dependents when Your Employee coverage ends. Dependent coverage also ends for all of Your dependents when You stop being a member of a class of Employees eligible for such coverage. And, it ends when this Plan ends, or when dependent coverage is dropped from this Plan for all Employees or for Your class.

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

Your dependent's coverage ends when he or she stops being an eligible dependent. This happens to a child at 12:01 A.M. on the date the child attains this Plan's age limit, when he or she marries, or when a step-child is no longer dependent on You for support and maintenance or for Your handicapped child who has reached the age limit, when he or she marries or is no longer dependent on You for support and maintenance. It happens to a Spouse when a marriage ends in legal divorce or annulment or a Domestic Partnership ends or no longer qualifies as a Domestic Partnership.

B005.0605

All Options

HOSPITAL INDEMNITY COVERAGE

This Certificate includes the Schedule of Benefits. Your class and benefit options are shown in the Schedule of Benefits that applies to You. Subject to all of this Plan's terms, We will pay the benefits described below if a Covered Person receives care or treatment for a Covered Sickness or Injury. The care or treatment must occur while the Covered Person is insured by this Plan. This Plan pays no benefits for the treatment of a Covered Sickness or Injury other than those listed below in Covered Benefits.

B005.0607

All Options

Covered Benefits

B005.0608

All Options

Health Screening: We will pay the amount in the Schedule of Benefits if You provide proof that a Covered Person received at least one of the following tests:

- Stress test on a bicycle or treadmill
- Fasting blood glucose test
- Blood test for triglycerides
- Serum Cholesterol test to determine level of HDL and LDL Arteriogram
- Bone marrow testing
- Breast ultrasound
- CA 15-3 (blood test for breast cancer)
- CA 125 (blood test for ovarian cancer)
- CEA (blood test for colon cancer)
- Chest x-ray (preventative screening, not diagnostic)
- Colonoscopy (blood test for colon cancer)
- Flexible sigmoidoscopy
- Bone density screening
- Hemoccult stool analysis
- Mammography
- Pap smear
- PSA (blood test for prostate cancer)
- Serum protein electrophoresis (blood test for myeloma)
- Thermography
- ThinPrep pap test
- Virtual colonoscopy
- Lymphocyte Genome Sensitivity test (LGS)
- Cancer genetic mutation test
- Completion of a smoking cessation program
- Completion of a weight reduction program
- Carotid ultrasound

- Double contrast barium enema
- Immunizations
- Skin cancer screening/biopsy
- EKG
- Routine/annual physicals

We limit what We cover to 1 day(s) of benefits per Covered Person per Benefit Year.

B005.0896

All Options

Hospital Admission or Intensive Care Unit Admission: We pay the amount shown in the Schedule of Benefits if a Covered Person is admitted to a Hospital as a result of a Covered Sickness or Injury. We limit what We cover to 2 day(s) of benefits per Covered Person per Benefit Year for either Hospital Admission or Intensive Care Unit Admission. We limit what We cover to 3 day(s) of benefits per Covered Family per Benefit Year. If a Covered Person is admitted to the Hospital or the Intensive Care Unit for the same or related condition within 30 day(s) of an Admission for which this Plan has paid a benefit, We will treat this later Admission as a continuation of the previous Admission and no additional benefit will be paid. If more than 30 day(s) have passed between the periods of Hospital or Intensive Care Unit Admission, We will treat this later Admission as a new and separate Hospital or Intensive Care Unit Admission. This benefit is not payable for Emergency Room treatment, Outpatient Surgery or Treatment, or a Hospital stay of less than 20 hours in an Observation Unit, or when a charge for room and board is not made. We will pay the higher of the Hospital Admission or Intensive Care Unit Admission benefit if both occur on the same day or same Benefit Year. Hospital Admission or Intensive Care Unit Admission does not include Hospice Care in a Hospice facility. The admission must be within 180 day(s) of an Injury.

B005.0629

All Options

Hospital Confinement or Intensive Care Unit Confinement We will pay the amount shown in the Schedule of Benefits for days of Hospital Confinement or Intensive Care Unit Confinement following a Hospital Admission or Intensive Care Unit Admission, if a Covered Person is Confined in a Hospital or Intensive Care Unit for the treatment of a Covered Sickness or Injury. We limit what We cover to 30 day(s) of benefits per Covered Person per Benefit Year. We do not pay the Hospital Confinement or Intensive Care Unit Confinement benefit on the same day as the Hospital Admission or Intensive Care Unit Admission.

We will pay the higher of the Hospital Confinement or Intensive Care Unit Confinement benefit if both occur on the same day. Hospital Confinement or Intensive Care Unit Confinement does not include Hospice Care in a Hospice facility.

B005.0631

Exclusions

This Plan will not pay benefits for the treatment of any Covered Sickness or Injury caused by, or resulting from any of the following:

- Suicide or any intentionally self-inflicted Injury;
- Participation in a riot or insurrection;
- Declared or undeclared war, or act of war;
- Commission of, or attempt to commit, a felony, or participating in an illegal occupation;
- Commission of, or attempt to commit, an act of terrorism

And this Plan will not pay benefits for:

- Elective Surgery;
- Dental care, dental x-rays, or dental treatment;
- Gastric or intestinal bypass services including lap banding, gastric stapling, and other similar procedures to facilitate weight loss; the reversal, or revision of such procedures; or services required for the treatment of complications from such procedures. This exclusion does not apply to completion of a weight reduction program that may be payable under the Health Screening benefit;
- Rest cures or custodial care, or treatment of sleep disorders;
- Treatment of a Covered Dependent Child's child(ren);
- Cosmetic surgery. This Exclusion does not apply to reconstructive surgery:
 - (a) on an injured part of the body following infection or disease of the involved part;
 - (b) of a congenital disease or anomaly of a covered dependent newborn or adopted infant; or
 - (c) on a non-diseased breast to restore and achieve symmetry between two breasts following a covered mastectomy;
- Treatment or removal of warts, moles, boils, skin blemishes or birthmarks, bunions, acne, corns, calluses, the cutting and trimming of toenails, care for flat feet, fallen arches or chronic foot strain;
- Service, treatment or loss related to alcoholism or drug addiction, except for drugs prescribed by the Covered Person's Doctor and taken as prescribed;
- Care or treatment for mental or nervous disorders;
- Services, treatment or loss rendered in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay;

- Services or treatment provided by a Doctor, Nurse or any other person who is employed or retained by a Covered Person or who is a Covered Person's Spouse, parent, brother, sister, child, Domestic Partner, or partner in a civil union;
- Sickness or Injury sustained while on Active Duty in the armed forces of any country. This does not include Reserve or National Guard duty for training;
- Surgery and treatment, procedures, products or services that are Experimental or Investigative. "Experimental or Investigative" means a drug, device or medical treatment or procedure that:
 - (a) Cannot lawfully be marketed without approval of the United States Food and Drug Administration and approval for marketing has not been given at the time of being furnished;
 - (b) Has Reliable Evidence indicating it is the subject of ongoing clinical trials or is under study to determine its maximum tolerated dose, toxicity, safety, efficacy, or its efficacy as compared with the standard means of treatments or Diagnosis; or
 - (c) Has Reliable Evidence indicating that the consensus of opinion among experts is that further studies or clinical trials are necessary to determine its maximum tolerated dose, toxicity, efficacy, or its efficacy as compared with the standard means of treatment or Diagnosis.

"Reliable Evidence" means (i) published reports and articles in authoritative medical and scientific literature; (ii) the written protocol(s) of the treating facility or the protocols of another facility studying substantially the same drug, device, medical treatment or procedure; or (iii) the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, or medical treatment or procedure.

B005.0808

Waiver of Premium Benefit

After the Covered Person has been Confined to a Hospital due to a Covered Sickness or Injury for more than 30 continuous days while this Plan is in force, We will waive the premium for the Plan for as long as the Covered Person remains Confined to a Hospital or Rehabilitation Unit.

The Covered Person must pay all premiums to keep the Plan in force until he or she has been Confined to a Hospital for more than 30 continuous days and the waiver becomes effective.

The Waiver of Premium Benefit does not apply to any period that the Covered Person is Confined to a Hospital or Rehabilitation Unit due to a Sickness or Injury which is excluded by name or specific description in this Plan. This benefit does not apply to the Hospital Confinement of a Spouse or Covered Dependent Child. We will waive the premium only if the Covered Person insured is Confined to a Hospital for more than 30 continuous days, and the premium will be waived for the entire Plan, including the premium for any covered Spouse or Covered Dependent Child if insured under the Plan.

B005.0694

All Options

SCHEDULE OF BENEFITS

HOSPITAL INDEMNITY

Effective on the latter of (i) the original effective date of the Policy; or (ii) the effective date of any applicable amendment requested by the Policyholder and approved by the Insurance Company, this rider amends the Hospital Indemnity provisions of the Group Policy as follows:

B005.0703

All Options

Covered Benefits

All Options

Health Screening: \$50.00 per day

Limited to 1 days per Benefit Year.

Options A , B

Hospital Admission: \$1,000.00 per day

Limited to 2 days per Benefit Year and 3 days per Covered Family combined with Hospital ICU Admission.

Options C , D

Hospital Admission: \$2,000.00 per day

Limited to 2 days per Benefit Year and 3 days per Covered Family combined with Hospital ICU Admission.

Options A , B

Hospital Confinement: \$200.00 per day

for first 30 days Hospital Confinement combined with Hospital ICU Confinement.

Options C , D

Hospital Confinement: \$300.00 per day

for first 30 days Hospital Confinement combined with Hospital ICU Confinement.

Options A , B

Hospital ICU Admission: \$2,000.00 per day

Limited to 2 days per Benefit Year combined with Hospital Admission.

Options C , D

Hospital ICU Admission: \$3,000.00 per day
Limited to 2 days per Benefit Year combined with Hospital Admission.

Options A , B

Hospital ICU Confinement: \$400.00 per day
for first 30 days Hospital ICU Confinement combined with Hospital Confinement.

Options C , D

Hospital ICU Confinement: \$600.00 per day
for first 30 days Hospital ICU Confinement combined with Hospital Confinement.

All Options

Initial Election

When You first become eligible for this Plan You must choose to be covered for a Plan Option as described below. You may only be covered under one plan at a time. You must notify Your Employer of Your election and pay the required premium.

B005.0728

All Options

EMPLOYEE VOLUNTARY HOSPITAL INDEMNITY COVERAGE

All Options

DEPENDENT VOLUNTARY HOSPITAL INDEMNITY COVERAGE

All Options

Changes To Coverage

Changes in Coverage Amounts If You are not Actively At Work on a Full-Time basis, any change in Your coverage or the coverage on a covered dependent will not become effective prior to the date You return to Active Work on a Full-Time basis.

Changes In Insurance Classification If Your classification changes, coverage will not be changed to the new amount until the first day on which You are: (1) Actively At Work on a Full-Time basis; and (2) make a contribution, if required, for the new classification.

If a contribution is required for the new classification for which greater coverage is provided, You must make the required contribution for the new coverage within 31 days of the change. If You do not make the required contribution within 31 days of the change or within 31 days of becoming Actively At Work on a Full-Time basis, if You are not Actively At Work on a Full-Time basis, when Your classification changes, no increase will be allowed due to such change or any later change. In that case, in order to become covered for the greater coverage, You must: (1) make the required contribution for the greater coverage; and (2) furnish Proof of Insurability to Us, which We approve in writing.

B005.0743

CERTIFICATE RIDER

Effective on the latter of (i) the original effective date of the Policy; or (ii) the effective date of any applicable amendment requested by the Planholder and approved by the Insurance Company, this rider amends this Certificate by the addition of the following:

PORTABILITY PRIVILEGE

Definition: As used in this provision, the terms "port" and "to port" mean to choose a portable certificate of coverage which provides group Hospital Indemnity coverage.

Portability Conditions: Portability is subject to all of the conditions described below.

- You may port if Your coverage under this Plan ends because: (1) You have terminated employment; (2) You stop being a member of an eligible class of Employees; or (3) this Plan ends.
- You may **not** port Your coverage if You have reached Your 70th birthday on the date coverage under this Plan ends.
- You may **not** port coverage for any of Your dependents if he or she has reached his or her 70th birthday on the date coverage under this Plan ends.
- You may **not** port if coverage under this Plan ends due to Your failure to pay any required premium.

Portability Options: You may port Your Hospital Indemnity coverage, subject to any benefit amount reductions based on age, less the amount of any Hospital Indemnity benefits paid by this Plan.

You may port Your dependent's Hospital Indemnity coverage, less the amount of any Hospital Indemnity benefits paid by this Plan.

You may port: (1) Your coverage only; (2) Your coverage and coverage of Your covered Spouse; (3) Your coverage and the coverage of all of Your covered dependents; or (4) if You are a single parent, Your coverage and the coverage of all of Your covered dependent children. No other combinations will be allowed.

A dependent must be covered as of the date Your coverage under this Plan ends in order to be eligible for portability.

If You die while covered for dependent Hospital Indemnity coverage, Your Spouse may port Your dependent Hospital Indemnity coverage as described above. Your Spouse and dependent children must be covered under this Plan on the date of Your death. But, this option is not available if: (1) there is no surviving Spouse; or (2) Your surviving Spouse has reached his or her 70th birthday on the date of Your death.

The Portable Certificate of Coverage: The portable certificate of coverage provides group Hospital Indemnity. The benefits provided by the portable certificate of coverage are the same as the benefits provided by this Plan. The portable certificate provides seamless coverage. Benefit limits, maximums and timeframes do not reset when someone becomes covered under the portable certificate. The premium for the portable certificate of coverage will be based on: (1) the Covered Person's rate class under this Plan; and (2) Your or Your surviving Spouse's age bracket as shown in the Hospital Indemnity Portability Coverage Premium Notice.

How to Port: You or Your surviving Spouse must: (1) apply to Us in writing; and (2) pay the required premium. You or Your surviving Spouse must do this within 31 days from the date Your coverage under this Plan ends. We will not ask for proof that You or Your surviving Spouse are in good health.

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

The Guardian Life Insurance Company of America



Michael Prestileo, Senior Vice President

GC-R-HI-PORT-15

B005.0740

GC-R-HI-PORT-15

All Options

CERTIFICATE AMENDATORY RIDER

This Rider amends the Certificate as follows and is effective on the Policy Date. If this Rider is effective after the Policy Date, the Rider becomes effective on its issue date.

All Options

The **Hospital Admission or Intensive Care Unit Admission** benefit is replaced with the following:

Hospital Admission or Intensive Care Unit Admission: We pay the amount shown in the Schedule of Benefits if a Covered Person is admitted to a Hospital as a result of a Covered Sickness or Injury. We limit what We cover to 2 day(s) of benefits per Covered Person per Benefit Year for either Hospital Admission or Intensive Care Unit Admission. We limit what We cover to 3 day(s) of benefits per Covered Family per Benefit Year. A Covered Person includes a newborn with a Covered Sickness or Injury that incurs a separate Hospital Admission or Intensive Care Unit Admission charge (N.I.C.U.). If a Covered Person is admitted to the Hospital or the Intensive Care Unit for the same or related condition within 30 day(s) of an Admission for which this Plan has paid a benefit, We will treat this later Admission as a continuation of the previous Admission and no additional benefit will be paid. If more than 30 day(s) have passed between the periods of Hospital or Intensive Care Unit Admission, We will treat this later Admission as a new and separate Hospital or Intensive Care Unit Admission. This benefit is payable for a Hospital stay of 20 hours or more. We will pay the higher of the Hospital Admission or Intensive Care Unit Admission benefit if both occur on the same day or same Benefit Year. Hospital Admission or Intensive Care Unit Admission does not include Hospice Care in a Hospice facility. The admission must be within 180 day(s) of an Injury.

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All Options

The **Hospital Confinement or Intensive Care Unit Confinement** benefit is replaced with the following:

Hospital Confinement or Intensive Care Unit Confinement: We will pay the amount shown in the Schedule of Benefits for days of Hospital Confinement or Intensive Care Unit Confinement following a Hospital Admission or Intensive Care Unit Admission, if a Covered Person is Confined in a Hospital or Intensive Care Unit for the treatment of a Covered Sickness or Injury. A Covered Person includes a newborn with a Covered Sickness or Injury that incurs a separate Hospital Confinement or Intensive Care Unit Confinement charge (N.I.C.U.). We limit what We cover to 30 day(s) of benefits per Covered Person per Benefit Year. We do not pay the Hospital Confinement or Intensive Care Unit Confinement benefit on the same day as the Hospital Admission or Intensive Care Unit Admission.

We will pay the higher of the Hospital Confinement or Intensive Care Unit Confinement benefit if both occur on the same day. Hospital Confinement or Intensive Care Unit Confinement does not include Hospice Care in a Hospice facility.

B005.0882

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

The Guardian Life Insurance Company of America

A handwritten signature in black ink, appearing to read "M Prestileo".

Michael Prestileo, Senior Vice President

B005.0888

All Options

The following notice applies if your plan is governed by the Employee Retirement Income Security Act of 1974 and its amendments. This notice is not part of the Guardian plan of insurance or any employer funded benefits, not insured by Guardian.

STATEMENT OF ERISA RIGHTS

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

Receive Information About Your Plan and Benefits

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

Prudent Actions By Plan Fiduciaries

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

Statement of Erisa Rights (Cont.)

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

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

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

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Group Health Benefits Claims Procedure

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

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

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

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

"Group Health Benefits" means any accident, cancer, critical illness, specified disease or hospital indemnity coverages which are a part of this plan.

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

Claims. Guardian will provide a benefit determination not later than 30 days after receipt of a claim. If a claimant fails to provide all information needed to make a benefit determination, Guardian will notify the claimant of the specific information that is needed as soon as possible but no later than 30 days after receipt of the claim.

The time period for completing a benefit determination may be extended by up to 15 days if Guardian determines that an extension is necessary due to matters beyond the control of the plan, and so notifies the claimant before the end of the initial 30-day period.

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

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

- the specific reason(s) for the adverse determination;
- reference to the specific plan provision(s) on which the determination is based;

Group Health Benefits Claims Procedure (Cont.)

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

Appeal of Adverse Benefit Determinations

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

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

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

In reviewing an appeal, Guardian will:

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

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

Group Health Benefits Claims Procedure (Cont.)

Claims. Guardian will notify the claimant of its decision not later than 60 days after receipt of the request for review of the adverse benefit determination.

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

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All Options

Termination of This Group Plan

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

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

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

B800.0086

YOUR BENEFITS INFORMATION - ANYTIME, ANYWHERE

www.guardianlife.com

You can access helpful, secure information about your Guardian benefits online 24 hours a day, 7 days a week.

Anytime, anywhere you have internet access, you'll be able to:

- Review your benefits
- Look up coverage amounts
- Check the status of your claim
- Print forms and plan materials
- And so much more!

To register, go to **www.guardianlife.com**

B101.0002



**The Guardian Life Insurance
Company of America**
10 Hudson Yards
New York, New York 10001

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