



YOUR GROUP INSURANCE PLAN BENEFITS

EK HEALTH SERVICES INC.

CLASS 0001

**AD&D, OPTIONAL LIFE, LTD, LIFE, VISION, CRITICAL ILLNESS, VOLUNTARY AD&D,
ACCIDENT BENEFITS**

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

This Booklet Includes All Benefits For Which You Are Eligible.

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

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

"Please Read This Document Carefully".

CERTIFICATE OF COVERAGE

The Guardian Life Insurance Company of America

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

The Group Term Life Insurance described in this Certificate is attached to the group Policy effective January 1, 2021. 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 TERM LIFE INSURANCE

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 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; (c) satisfy any necessary Proof of Insurability requirements; and (d) 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 Policy for which he or she has waived coverage. Such a waiver of coverage is shown in Our and/or the Policyholder's records.

FOR INSURED PERSONS AGE 65 OR OLDER WHO PAY SOME OR ALL OF THE COST OF THIS INSURANCE: YOU HAVE A 30 DAY EXAMINATION PERIOD AFTER THE RECEIPT OF THIS CERTIFICATE DURING WHICH YOU MAY CANCEL THE COVERAGE AND RETURN THIS CERTIFICATE BY MAIL OR OTHER DELIVERY METHOD. SUCH RETURN WILL VOID THE CERTIFICATE FROM THE BEGINNING, AND THE PARTIES WILL BE IN THE SAME POSITION AS IF A CERTIFICATE HAD NOT BEEN ISSUED. ALL PREMIUMS PAID WILL BE FULLY REFUNDED IN A TIMELY MANNER NOT LATER THAN 30 DAYS AFTER THE COMPANY RECEIVES THE RETURNED CERTIFICATE.

Policyholder: EK HEALTH SERVICES INC.
Group Policy Number: 00580178

The Guardian Life Insurance Company of America



Harris Oliner, Senior Vice President,
Corporate Secretary



Michael Estep, Vice President

B401.1935

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COMPLAINT NOTICE

This notice is to advise You that should any complaints arise regarding this insurance You may contact the Guardian at the following address or phone number:

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

If You feel Your complaints have not been resolved after contacting the Guardian You may contact the California Department of Insurance at the following address and phone number:

**Department of Insurance
300 South Spring Street
Los Angeles, California 90013
Consumer Hotline: 1-800-927-HELP (4357)
TDD: 1-800-482-4TDD (4883)
Website: www.insurance.ca.gov/01-consumers/**

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GENERAL PROVISIONS

The Contract and Limitation Of Authority

The entire contract between the Policyholder and Us consists of:

- The Policy;
- The Schedule of Premium Rates;
- This Certificate(s) which describe(s) the insurance for which Covered Persons are insured;
- Any attached riders, schedule of benefits or amendments; (5) and the application.

In the event of a conflict, the Policy shall reign.

We can amend the Policy at any time, without the consent of the insured Employees or any other person having a beneficial interest in it:

- Upon written request made by the Policyholder and agreed to by Us; or
- On any date Our obligation under the Policy with respect to the Policyholder, or under this Certificate with respect to You, is changed because of statutory or other regulatory requirements.

Upon request, You may obtain a copy of the Policy from Us.

If We amend this Certificate, except upon request made by You, We must give You written notice of such change. Any amendments to this Certificate will be without prejudice to any claim arising prior to the date of the change.

No person, except by a writing signed by the President, a Vice President or a Secretary of Guardian, has the authority to act for Us to:

- Determine whether any contract, policy or certificate is to be issued;
- Waive or alter any provisions of any contract or policy, 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.

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 enrollment form or other required form; and
- We have received any required premium.

If Proof of Insurability is required, You will not be covered unless You satisfy the Proof of Insurability requirements stated in the Certificate and Schedule of Benefits.

Incontestability

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

No statement in any application, made by You, or any dependent, 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 Your 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.

Physical 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 is 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

If We overpay benefits, all such benefits must be repaid in full. We have the right to reduce the benefit or reduce any other benefits payable under this Certificate, toward recovery of any overpayment.

B401.1937

ELIGIBILITY FOR GROUP TERM LIFE COVERAGE - EMPLOYEE COVERAGE

Conditions Of Eligibility

Subject to the conditions of eligibility set forth below, and to all of the other conditions of this Certificate, You are eligible for Group Term Life coverage 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 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 Group Term Life 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 Part or all of Your insurance amounts may be subject to proof that You are insurable. 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 provide such proof to Us and We approve it in writing.

The Waiting Period If You are in an eligible class, You are eligible for Group Term Life insurance under this Certificate 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 life insurance coverage under this Certificate. But, if this Certificate uses the amount of Your Insured Earnings to set the rates, determine class, figure insurance amounts, or for any other reason, such Insured Earnings will be figured as the sum of Your Insured Earnings from all covered Employers.

B400.3124

All Options

When Coverage Starts

For coverage to start, You must be fully capable of performing the major duties of Your regular 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 satisfy 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 regular 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 approve such Proof Of Insurability, Your coverage will start on the date we approve such coverage.

B400.3129

All Options

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 regular occupation for Your 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 regular 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.

B400.3131

All Options

Delayed Eligibility Date For Employee Voluntary Term Life Insurance

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 the date Your Voluntary Term Life coverage is scheduled to start, We will postpone coverage for an otherwise covered loss for any condition that prevents you from meeting the Actively at Work requirement. We will postpone such coverage until You:

- Complete one full day of Active Work, working the minimum number of hours of an Employee in Your eligible class, with the capacity to do so for one full week; and,
- Do not miss a day of work due to the same condition.

Coverage for an otherwise covered loss due to all other conditions will start on the date You:

- Return to Active Work working the minimum number of hours of an Employee in Your eligible class and;
- Are performing the regular duties of your occupation.

B400.3132

All Options

The Delayed Eligibility Date provision will not apply if You are covered under the Transfer Business Exception as stated below.

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 Term Life insurance if:

- You were insured under the Employer's prior insurer's group term life plan at the time the prior insurer's group term life plan ended and the group term life plan became effective with Us, with no break in group coverage;
- You were a member of an eligible class under the Employer's prior insurer's group term life plan and are eligible under this Certificate;

- Premiums for You were paid up to date for the Employer's prior insurer's group term life plan and this Certificate;
- Premiums are not currently being waived under the Waiver of Premium Rider, or You were not eligible, under the terms of the Employer's prior insurer's group term life plan, to have premiums waived under the Waiver of Premium provision; and
- You are not receiving or eligible to receive benefits under the Employer's prior insurer's group term life plan.

Any Group Term Life benefit payable will be the lesser of:

- The Group Term Life benefit payable under this Certificate; or
- The group term life benefit payable under the Employer's prior insurer's group term life plan had it remained in force; reduced by any amount paid by the prior insurer's group term life plan.

If You are covered under the Exception to When Coverage Starts, You will not be eligible for the Waiver of Premium Benefit provision under this Certificate until such a time You are Actively At Work as defined by this Certificate.

If You meet the conditions stated above, You will remain insured under this provision until the first of the following to occur:

- The date You are fully capable of performing the major duties of Your regular occupation for the Employer, and capable of doing so for the minimum number of hours of an Employee in Your eligible class;
- The date insurance terminates for one of the reasons stated in When Employee Coverage Ends;
- The last day of a period of 12 consecutive months which begins on this Certificate's Effective Date;
- The date You become eligible for the Waiver of Premium Benefit provision under the prior insurer's group life policy; or
- The last day You would have been covered under the prior insurer's group term life plan, had the prior plan not terminated.

B400.3133

All Options

When Coverage Ends

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

- The date Your Active Work ends for any reason, except as noted below under Coverage During Leave of Absence. Such reasons include:
 - Disability;
 - Death;

- Retirement;
 - Layoff;
 - Leave of absence;
 - The end of employment; and
 - Expiration of the employment contract.
- 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 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.

You may have the right to continue certain group benefits for a limited time after Your coverage would otherwise end. And, You may have the right to replace certain group benefits with converted policies. The Employer will notify you of any conversion options available.

B400.3135

CONTINUATION OF COVERAGE

Coverage During Disability

If Your Active Work ends because You are Totally Disabled, You and Your Employer may agree to continue Your insurance for the amount of basic and voluntary term life insurance for which You are insured on Your last day of Active Work, subject to continued payment of all required premiums, until the earlier of:

- The date you are no longer Totally Disabled, as defined by this Certificate;
- 12 months; from the date Your Total Disability began;
- The date you are approved for any Waiver of Premium Benefit for which you are eligible; or
- The date of Your 99th birthday.

We may require written Proof of Loss that You remain Totally Disabled and are receiving regular Doctor's care to maintain this benefit. This Proof of Loss must be given to Us within 30 days of the date We request it. Your eligibility for benefits will be governed by all the terms of this Certificate.

Coverage During Temporary Layoff

If Your Active Work ends because You are temporarily laid off, You and Your Employer may agree to continue Your insurance, subject to continued payment of all required premium, until the earlier of:

- The end of the temporary layoff; or
- The end of the month in which You are laid off plus 1 months.
- The end of the time period covered under a severance agreement not to exceed 1 months.

If You die or become Disabled under this Certificate while Your coverage is being continued during a temporary layoff, Your eligibility for benefits will be governed by all the terms of this Certificate.

Coverage During Temporary Leave of Absence

If Your Active Work ends because You go on a leave of absence that has been approved by Your Employer, You and Your Employer may agree to continue Your insurance, subject to continued payment of all required premiums, until the earlier of:

- The end of the Employer approved leave of absence; or

- The end of the month in which Your leave begins plus 1 months.

If You become Disabled under this Certificate while Your coverage is being continued during a leave of absence, Your eligibility for benefits will be governed by all the terms of this Certificate.

B400.3138

All Options

**ELIGIBILITY FOR GROUP TERM LIFE COVERAGE
DEPENDENT COVERAGE**

B400.3143

All Options

**Eligible Dependents For Dependent Voluntary
Term Life Insurance**

Your eligible dependents are Your:

- Spouse who is under age 70; and
- dependent children from birth until they reach age 26.

B400.3190

All Options

Adopted Children And Step-Children

Your dependent children include Your legally adopted children and Your step-children. However, to qualify as a dependent, each person must be chiefly dependent upon on You for 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.

B401.1940

All Options

Dependents Not Eligible

We exclude:

- A dependent who is on Active Duty in any armed force.

B400.3201

All Options

**Continuing Coverage For Dependent Children
Past the Limiting Age**

If You have a child or children who:

- Is/are incapable of self-sustaining employment by reason of an intellectual disability or physical handicap; and

- Is/are chiefly 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 an intellectual disability or physical handicap that began before he or she reached the dependent age limit;
- Became covered by this Certificate, or the prior carrier's group life policy that it replaced, before he or she reached the dependent age limit, and remained continuously covered until he or she reached the age limit;
- Remains:
 - Incapable of self-sustaining employment; and
 - Primarily dependent upon You for most of his or her support and maintenance; and

You must send Us written proof, and we must approve such proof, of the child's disability or handicap 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.

Irrespective of this provision, any coverage provided under this section ends when Your coverage ends.

B401.1941

All Options

Proof Of Insurability

Part or all of Your dependent insurance amounts may be subject to proof that they are insurable. The Schedule of Benefits explains if and when We require Proof of Insurability. Your dependents will not be covered for any amount that requires Proof of Insurability until You provide that proof to Us and We approve that proof in writing.

B400.3203

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 shown below and to all of the other terms of this Certificate, the date Your dependent coverage starts depends on when You elect to enroll Your Initial Dependents and agree to make any required payments.

Initial Dependents If You enroll Your Initial Dependents on or before Your Eligibility Date, the dependents' coverage begins on the later of Your Eligibility Date and the date You become covered for Employee coverage.

If You enroll Your Initial Dependents within the Enrollment Period, their coverage begins on the later of Your Eligibility Date and the date You become covered for Employee coverage.

If You do not enroll Your Initial Dependents when they are first eligible, and enroll those Initial Dependents after the Enrollment Period ends, You must supply Proof Of Insurability and coverage will not start until We approve that proof in writing.

If an Initial Dependent becomes eligible after this Certificate's Effective Date, his or her coverage will start on the date We approve him or her for coverage.

If Dependent Proof of Insurability is required Subject to the Exception shown below, if Proof Of Insurability is required for dependent benefits, You must send Us the proof We require, and We must approve that proof in writing. Those benefits will then begin on the approved Eligibility Date.

If You must pay part of the cost of dependent coverage, We will not cover You for such coverage until You enroll each of Your dependents, agree to make the required payments, submit Proof Of Insurability and We approve that proof in writing.

Newly Acquired Dependents If You do not pay any part of the cost of dependent coverage, a Newly Acquired Dependent is covered from the date he or she first becomes eligible.

If You must pay part of the cost of dependent coverage, and are already enrolled for dependent child coverage for Your Initial Dependent children, any Newly Acquired Dependent children will be covered as of the date he or she is first eligible.

However, if You were previously eligible to enroll for dependent child coverage and waived coverage or failed to enroll, We will not cover any of Your dependent children until You submit Proof of Insurability and we approve that proof in writing and you make any additional required payments.

B400.3204

All Options

Exception We will postpone the Eligibility Date of a dependent's, other than a newborn child's, coverage if, on that date, he or she is confined to a hospital or other health care facility or home confined.

In that case, We will postpone the Eligibility Date of his or her coverage until the day after the date of his or her discharge from such facility or 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.

B401.1943

All Options

When Dependent Coverage Ends

Dependent coverage ends for all of Your dependents when:

- 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 from this Certificate for all Employees or for Your class.

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

An individual dependent's coverage ends when he or she stops being an eligible dependent. For dependent children the coverage ends at 12:01 A.M. Standard Time for Your place of residence on the date the child attains this Certificate's age limit, or when a step-child is no longer dependent on You for at least 50% of their support and maintenance, or for Your disabled child who has reached the age limit, when he or she is no longer eligible under the Continuing Coverage for Dependent Children Past the Limiting Age provision.

Coverage ends for a Spouse when a marriage is lawfully terminated, and with respect to Voluntary life coverage, it happens at 12:01 A.M. on the date the Spouse reaches age 70.

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

B400.3210

EMPLOYEE TERM LIFE INSURANCE

B400.3211

All Options

Basic Term Life Insurance

If You die while covered for Group Term Life insurance, We will pay Your beneficiary the amount shown in the Schedule Of Benefits.

The Beneficiary You decide who receives this benefit when You die. You may designate a beneficiary by doing so in writing on a form and filing the form with the Employer.

You can change Your beneficiary at any time by providing written notice; unless You have assigned this insurance. But, the change will not take effect until We or the Employer records the change.

We will not be liable for any amounts paid before receiving notice of a beneficiary change.

In no event may a beneficiary be changed by a Power of Attorney.

If You named more than one person as a primary beneficiary, but You do not specify what shares each such primary beneficiary is entitled to receive, We will divide the benefits equally among all such named primary beneficiaries who survive You. If someone You named as a primary beneficiary dies before You, that person's share will be divided equally by the primary beneficiaries still alive; unless You have specified otherwise.

If You have named a contingent beneficiary or contingent beneficiaries, We will pay Your contingent beneficiary or contingent beneficiaries, if no primary beneficiary survives You. If there is more than one contingent beneficiary who is eligible for benefits, We will divide the benefits equally among all such named contingent beneficiaries who survive You; unless You have specified otherwise.

If there is no primary or contingent beneficiary or beneficiaries eligible for benefits when You die, We will pay this benefit as follows:

- To Your Spouse;
- If Your Spouse does not survive You, then to Your children who survive You in equal shares;
- If no Spouse or children survive You, then to Your parents who survive You in equal shares;
- If no Spouse, children, or parents survive You, then to Your brothers and sisters in equal shares;
- If none of the above parties survive You, then to Your executors or administrators of Your estate.

Assigning This Life Insurance If You assign this insurance, You permanently transfer all Your rights under this insurance to the assignee.

We will recognize an assignee as the owner of the rights assigned only if:

- The assignment is in writing and signed by You; and
- A signed or certified copy of the written assignment has been received and approved by Us in writing.

Unless otherwise specified by You, the assignment shall take effect on the date the notice of assignment is signed by You, subject to any payments made or actions taken by Us prior to receipt of the notice.

We are not responsible for any legal, tax, or other effects of any assignment, or for any benefits We pay under this Certificate before We receive and approve any assignment. Assigning this life insurance may limit Your ability to exercise certain rider benefits.

We suggest You speak to Your lawyer before You make any assignment.

Payment Of Funeral Expenses We have the option of paying up to \$500 of this benefit to any person who incurred expenses for Your funeral.

Repatriation Benefit We will pay an extra sum for covered loss of life which occurs at least 75 miles from Your home. In that case, We will reimburse up to \$5,000 to any person who incurred expenses to prepare and transport Your body to a mortuary chosen by You or an authorized agent. The total repatriation benefit payable under Your life and AD&D contracts will not exceed \$5,000.

B401.2789

All Options

Voluntary Term Life Insurance

Subject to the limitations and exclusions shown below, if You die while covered for this Group Term Life insurance, We will pay Your beneficiary the amount shown in the Schedule Of Benefits for the plan of voluntary term life insurance You have elected. The voluntary term life insurance amount may be subject to reductions. These reductions are also shown in the Schedule Of Benefits. Your voluntary term life insurance amount, a part of it, or increases in such amount may not become effective until You submit Proof Of Insurability to Us, and We approve it in writing. These requirements are also shown in the Schedule Of Benefits.

B401.2790

All Options

The Choices You may elect to be covered for any of the plans of employee voluntary term life insurance offered by the Employer. These plans are shown in the Schedule Of Benefits. But, You can only be covered under one plan at a time. You must notify the Employer of Your election and pay the required premium.

B400.3214

All Options

You may switch to another plan of voluntary term life insurance during the voluntary life enrollment period shown in the Schedule Of Benefits. Subject to any of this Certificate's Proof Of Insurability requirements, You will be covered under the new plan as of the transfer date shown in the Schedule Of Benefits. You must notify the Employer of any desired switch.

B400.3216

All Options

Suicide Exclusion We pay no voluntary term life insurance benefits if Your death is due to suicide, and if such death occurs within 2 years from Your voluntary term life insurance effective date under this Certificate. And, We pay no increased voluntary term life insurance benefit amount if Your death is due to suicide, and if such death occurs within 2 years from the effective date of the increase.

If this Certificate replaces another voluntary Group Term Life insurance plan Your Employer had with another insurer, You will be given credit for the amount of time covered under the prior plan's Suicide Exclusion if:

- You were covered under the prior plan when it ended;
- You Enrolled for voluntary Group Term Life insurance under this Certificate on or before this Certificate's effective date; and
- You are Actively At Work on the effective date of this Certificate.

If You satisfy these conditions We will credit any time covered under the prior term life plan toward meeting this Certificate's 2 year Suicide Exclusion requirement.

However, We limit Your voluntary term life insurance benefit under this Certificate if it is more than the benefit for which You were insured under the prior term life plan. In this case, We limit the benefit to the amount You would have been entitled to under the prior term life plan.

The Beneficiary You decide who receives this benefit when You die. You may designate a beneficiary by doing so in writing on a form and filing the form with the Employer.

You can change Your beneficiary at any time by providing written notice; unless You have assigned this insurance. But, the change will not take effect until We or the Employer records the change.

We will not be liable for any amounts paid before receiving notice of a beneficiary change.

If You named more than one person as a primary beneficiary, but You do not specify what shares each such primary beneficiary is entitled to receive, We will divide the benefits equally among all such named primary beneficiaries who survive You. If someone You named as a primary beneficiary dies before You, that person's share will be divided equally by the primary beneficiaries still alive; unless You have specified otherwise.

If You have named a contingent beneficiary or contingent beneficiaries, We will pay Your contingent beneficiary or contingent beneficiaries, if no primary beneficiary survives You. If there is more than one contingent beneficiary who is eligible for benefits, We will divide the benefits equally among all such named contingent beneficiaries who survive You; unless You have specified otherwise.

If there is no primary or contingent beneficiary or beneficiaries eligible for benefits when You die, We will pay this benefit as follows:

- To Your Spouse;
- If Your Spouse does not survive You, then to Your children who survive You in equal shares;
- If no Spouse or children survive You, then to Your parents who survive You in equal shares;
- If no Spouse, children, or parents survive You, then to Your brothers and sisters in equal shares;
- If none of the above parties survive You, then to Your executors or administrators of Your estate.

Assigning This Life Insurance

If You assign this insurance, You permanently transfer all Your rights under this insurance to the assignee. Only one of the following can be an assignee:

- Your Spouse;
- One of Your parents or grandparents;
- One of Your children or grandchildren;
- One of Your brothers or sisters; or
- The trustee(s) of a trust set up for the benefit of one or more of these relatives.

We will recognize an assignee as the owner of the rights assigned only if:

- The assignment is in writing and signed by You; and
- A signed or certified copy of the written assignment has been received and approved by Us in writing.

We are not responsible for any legal, tax, or other effects of any assignment, or for any benefits We pay under this Certificate before We receive and approve any assignment. Assigning this life insurance may limit Your ability to exercise certain rider benefits.

We suggest You speak to Your lawyer before You make any assignment.

Payment Of Funeral Expenses We have the option of paying up to \$500 of this benefit to any person who incurred expenses for Your funeral.

Repatriation Benefit We will pay an extra sum for covered loss of life which occurs at least 75 miles from Your home. In that case, We reimburse up to \$5,000 to any person who incurred expenses to prepare and transport Your body to a mortuary chosen by You or an authorized agent. The total repatriation benefit payable under Your life and AD&D contracts will not exceed \$5,000.

B401.1945

CONVERTING THIS EMPLOYEE BASIC AND VOLUNTARY TERM LIFE INSURANCE

If Employment Or Eligibility Ends

Your group life insurance ends on the date:

- Your active Full-Time employment ends; or
- You stop being a member of an eligible class.

If Your group life insurance ends, Your Employer is responsible for providing You Notice of Your Right to Convert.

If You are not Totally Disabled, You can apply to convert Your Employee group basic and voluntary life insurance to a permanent life insurance policy.

You can apply to convert up to the full amount of basic and voluntary life insurance for which You were insured under this Certificate on the date Your insurance ended, less any group life insurance for which You become eligible in the 31 days after Your insurance under this Certificate ends.

If This Certificate Ends Or Group Life Insurance Is Discontinued

Your group life insurance also ends:

- If this Certificate ends; or
- Life insurance is discontinued from this Certificate for all Employees or for Your class.

If Your group life insurance ends for either of these reasons, You may apply to convert Your Employee group basic and voluntary life insurance to a Converted Policy.

You can apply to convert to a permanent life insurance policy, if

- You are not Totally Disabled; and
- You have been insured by a Guardian group life insurance plan or a group plan it replaces for at least five consecutive years.

However, the amount of life insurance that You can convert in either scenario is limited to the lesser of:

- \$2,000, or
- The amount of Your basic and voluntary life insurance under this Certificate, less any group life insurance for which You become eligible in the 31 days after Your insurance under this Certificate ends.

If You Are Totally Disabled

Your group life insurance ends on the date:

- Your active Full-Time employment ends;
- You stop being a member of an eligible class;
- This Certificate ends; or

- Life insurance is discontinued from this Certificate for all Employees or for Your class;

and

- You are Totally Disabled; and
- You are eligible for Waiver of Premium Benefits pursuant to the Waiver of Premium Benefit Rider, but You have not yet been approved for the Waiver of Premium of Benefit,

You can apply to convert Your group term life insurance to:

- A permanent life insurance policy; or
- Interim term life insurance coverage.

You can apply to convert up to the full amount of basic and voluntary life insurance for which You are insured under this Certificate on the date Your insurance ends, less any group life insurance for which You become eligible in the 31 days after Your insurance under this Certificate ends.

However, if You have coverage under this Certificate's Exception to When Employee Coverage Starts, You may not convert if You are eligible or could become eligible under the prior plan's waiver of premium provision.

If You have converted and are later approved for this Certificate's Waiver of Premium Benefit, the Converted Policy will be cancelled as of the date You are approved for the Waiver of Premium Benefit. In this instance, Your coverage under this Certificate will continue subject to its terms, provided You remain eligible for the Waiver of Premium Benefit.

Interim Term Life Insurance

You may choose to apply to convert to interim term life insurance coverage if:

- You are Totally Disabled; and
- You may be eligible for Waiver of Premium Benefits based upon Your age, but You have not yet been approved for the Waiver of Premium Benefit.

If interim term life insurance coverage is issued to You, it can remain in force for up to one year from the date the interim term life insurance coverage goes into force and effect.

If You are approved for this Certificate's basic and voluntary Waiver of Premium Benefit during this year, the interim term life insurance coverage will be cancelled as of the date that You are approved for the Waiver of Premium Benefit. In this instance, Your coverage under this Certificate will continue subject to its terms, provided You remain eligible for the Waiver of Premium Benefit. If You have not been approved for this Certificate's basic and voluntary Waiver of Premium Benefit, the interim term life insurance coverage will end exactly one year from the first day said coverage goes into force and effect, and Your life insurance will be converted to a permanent life insurance policy. Premiums for the permanent life insurance policy will be based on Your age as of the date You convert from the interim term life insurance coverage.

If You are Totally Disabled, but You are not eligible for the Waiver of Premium Benefit based on Your age, You can apply to convert to a permanent life insurance policy.

How and When to Convert To obtain a Converted Policy, We must receive a written application fully completed by You, and all required premiums within the Conversion Period. Your Employer is responsible for providing You with Notice of Your Right to Convert within 15 days of the date Your group life insurance ends. We will not ask for proof that You are insurable. In order to obtain a Converted Policy, You must satisfy all conditions required to convert within the Conversion Period.

Coverage will begin under the Converted Policy when We receive:

- A written application fully completed by You; and
- All required premiums during the Conversion Period.

Death During The Conversion Period We will pay a death benefit equal to the amount of life insurance that could have been converted if:

- You die within the Conversion Period; and
- But for Your death, You would have been entitled to purchase a Converted Policy; and
- We receive Proof of Loss.

Any benefit payable under the group Certificate will be paid to the beneficiary You designate under the group Certificate. However, if the Converted Policy has already taken effect, any benefit payable under the Converted Policy will be paid to the beneficiary You designated for the individual life insurance on the application for conversion. Under no circumstances will a benefit be paid under both the group Certificate and the Converted Policy.

B400.8584

All Options

Portability And Conversion If You choose to convert, this Certificate's portability privilege will not be available. In the event that a person would be eligible to both convert and to port, only one of these privileges may be chosen. Coverage under both a Conversion Policy and a portable certificate of coverage at the same time is not permitted. You should read the entire Certificate, as well as any related materials carefully before making a choice.

B400.3234

DEPENDENT TERM LIFE INSURANCE

B400.3235

Voluntary Term Life Insurance

A Subject to the limitations and exclusions shown below, If Your dependent dies while insured for this benefit, We will pay You the amount shown in the Schedule Of Benefits. If You are not living when Your dependent dies, We will pay this benefit as follows:

If the dependent was Your Spouse, We will pay this benefit to the Spouse's estate. If there is no established estate, We will pay this benefit in equal shares to the first eligible party or parties in the following order:

- To Your Spouse's children in equal shares;
- If no children survive him or her, then to his or her parents in equal shares;
- If no children, or parents survive him or her, then to then to his or her brothers and sisters in equal shares;
- If none of the above parties survive Your Spouse, then to the executors or administrators of Your estate.

If the dependent was Your child, we will pay this benefit in equal shares to the first eligible party or parties in the following order:

- Your child's custodial parent(s);
- If no custodial parent survives him or her, then to Your parents;
- If no custodial parent or Your parents survive him or her, then to Your child's estate;
- If none of the above parties survive him or her and no estate exists, then to the executors or administrators of Your estate;
- If none of the above parties survive him or her, and no estates exist, then to Your child's siblings.

We have the option of paying up to \$500 of this benefit to any person who incurred expenses for your dependent's funeral.

B401.2793

All Options

The Choices: You may elect coverage of any of the plans of dependent Spouse voluntary term life insurance and any of the plans of dependent child voluntary term life insurance offered by the Employer. These plans are shown in the Schedule Of Benefits. But, You can only be covered for one Spouse plan and one child plan at a time. You must notify the Employer of Your election and pay the required premium.

You may switch to another Spouse and child plan during the dependent voluntary life enrollment period shown in the Schedule Of Benefits. Subject to any of this Certificate's Proof Of Insurability requirements, You will be covered for the new plan as of the transfer date shown in the Schedule of Benefits. You must notify the Employer of any desired switch.

B400.3242

All Options

Suicide Exclusion We pay no voluntary term life insurance benefits if Your dependent's death is due to suicide, if such death occurs within 2 years from his or her voluntary term life insurance effective date under this Certificate. And, We pay no increased voluntary term life insurance benefit amount if Your dependent's death is due to suicide, if such death occurs within 2 years from the effective date of the increase.

If this Certificate replaces another voluntary term life insurance plan Your Employer had with another insurer, your dependent may be given credit for the amount of time covered. If your dependent was:

- Covered under the prior plan when it ended;
- Enrolled for insurance under this Certificate on or before this Certificate's effective date; and
- You were actively working on the effective date of this Certificate;

We credit any time covered under the prior plan toward meeting this Certificate's 2 year Suicide Exclusion requirement.

However, We limit Your dependent voluntary term life insurance benefit under this Certificate if it is more than the benefit for which Your dependents were insured under the prior plan. In this case, We limit the benefit to the amount Your dependents would have been entitled to under the prior plan.

B400.3246

CONVERTING THIS DEPENDENT TERM LIFE INSURANCE

**If A Dependent's
Life Insurance Ends**

Dependent term life insurance ends for all of Your dependents when Your group life insurance eligibility ends. Your group life insurance eligibility ends if:

- Your active Full-Time employment ends;
- You stop being a member of an eligible class; or
- Your group life insurance is continued under the Waiver of Premium Benefit provision; or
- You die.

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

If Dependent Life Insurance ends for any of the above reasons any dependent who was insured under this Certificate may apply to convert all or part of the amount for which he or she was insured on the day before insurance ended. Your Employer is responsible for notifying You or Your dependents of any conversion options available.

Your dependent may apply to convert up to the full amount of voluntary life insurance for which he or she was insured under this Certificate on the date his or her insurance ended to a permanent life insurance policy.

**If This Certificate
Ends Or Group Life
Insurance Is
Discontinued**

Dependent term life insurance also ends for all of Your dependents:

- If this Certificate ends; or
- Dependent life insurance is discontinued from this Certificate for all Employees or for Your class.

If Dependent term life insurance ends for either of these reasons, and any of Your dependents have been insured by a Guardian Group plan, or a group plan it replaces, for at least five consecutive years, each such dependent may apply to convert to a permanent life insurance policy.

However the amount that he or she can convert in either scenario is limited to the lesser of:

- \$2,000; or
- The amount of Your dependent's life insurance under this Certificate, less any group life insurance for which Your dependent becomes eligible in the 31 days after dependent life insurance under this Certificate ends.

**If A Dependent
Stops Being Eligible**

A dependent's term life insurance ends when he or she stops being an eligible dependent. A Spouse is no longer an eligible dependent when:

- A marriage is lawfully terminated; or

- He or she reaches age 70.

A child is no longer an eligible dependent when he or she reaches the limiting age.

If a dependent stops being eligible, he or she may convert all or part of the amount for which he or she was insured on the day before insurance ended to a permanent life insurance policy.

B401.1965

All Options

How And When to Convert To obtain a Converted Policy, We must receive a written application fully completed by You or Your dependent, and all required premiums within the Conversion Period. Your Employer is responsible for providing You and Your dependents with written Notice of Your Right to Convert within 15 days of the date Your group life insurance ends. You will have 31 days after Your dependent group voluntary life insurance ends to convert. We will not ask for proof that he or she is insurable. If the dependent is a minor or incompetent, the person who cares for and supports the dependent may apply for him or her.

Death During The Conversion Period We will pay a death benefit equal to the amount of dependent life insurance that could have been converted if:

- Your dependent dies within the Conversion Period; and
- But for his or her death, Your dependent would have been entitled to purchase a Converted Policy; and
- We receive Proof of Loss.

Any benefit payable under the group Certificate will be paid to you. However, if the Converted Policy has already taken effect, any benefit payable under the Converted Policy will be paid to the beneficiary You or Your dependent designated for the individual life insurance on the application for conversion. Under no circumstances will a benefit be paid under both the group Certificate and the Converted Policy.

B400.3501

CLAIM PROVISIONS

Your right to make a claim for Group Term Life 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 Your eligibility for benefits under this Plan.

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 proofs of loss.
- Consider and interpret the terms of this Plan 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 Plan and applicable California 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.

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 of Claim Written notice of intent to file a claim under this Certificate must be sent to Us within 20 days of the date of the loss. This Notice should include the name of the insured and the Policy number. If the claim is being made for any other Covered Person, his or her name should also be shown. For details, You can call Us at 1-800-525-4542.

Claim Forms We will furnish forms for filing proof of death within 15 days of receipt of Notice. If we do not furnish the forms on time, We will accept a written Notice and adequate proof of death that is the basis of the claim as Proof of Loss.

Proof of Loss You must send written Proof of Loss to Our designated office within 90 days of the loss.

Late Notice and Proof of Loss We will not void or reduce Your claim if we do not receive Notice and Proof of Loss within the required time. In that case, Notice and Proof of Loss must be sent as soon as reasonably possible.

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

The Guardian Life Insurance Company of America
Group Life Claims Department

P.O. Box 981573
El Paso, TX 79998-1573

Payment Of Benefits Subject to all the terms of this Certificate, We will pay this insurance as soon as We receive written Proof of Loss. This should be sent to Us as soon as possible. We will pay this benefit in a lump sum.

Interest will be paid on the proceeds if not paid within 30 days of the death of the Insured. Interest will be computed daily at the rate of interest currently payable on individual life policy dividends left on deposit. Such amount shall be added to the life insurance benefit amount.

Legal Actions No legal action against Guardian related to 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 date of the final benefit determination.

B401.2794

All Options

DEFINITIONS

This section defines certain terms appearing in this Certificate.

B400.3503

All Options

Active Work or Actively At Work 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.

B400.3504

All Options

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

B400.3506

All Options

Conversion Period This term means the consecutive 31 day period beginning on the date Your Employee and dependent group basic and voluntary life insurance ends.

B400.3512

All Options

Converted Policy This term means a policy which provides individual life insurance, on an interim term or permanent basis, resulting from the option to convert provided in the Policy. The Converted Policy will not provide any:

- Benefits for accidental death;
- Waiver of Premium Benefits; or
- Other supplemental benefits.

The benefits provided by the Converted Policy may not be the same as the benefits provided by this Certificate.

The premium for the Converted Policy will be based on

- Your risk and rate class under this Certificate; and
- Your age on the date the Converted Policy goes into effect.

B400.3513

All Options

Covered Person This term means the Employee and dependents who are insured by this Certificate.

B400.3514

All Options

Disabled This term means the Covered Person is:

- Not able to perform any work for wage or profit; and
- Receiving Regular and Appropriate Care for the cause of Disability.

B400.3516

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.

B400.3517

All Options

Domestic Partner This term means Your domestic partner who is registered with the California Secretary of State.

B401.1950

All Options

Effective Date This term means 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 Certificate as requested by the Policyholder and approved by Us and in force and effect as stated on the cover page of the Certificate of Coverage.

B400.3518

All Options

Eligibility Date This term means the earliest date a Covered Person is eligible for coverage under this Certificate, and he or she has satisfied all requirements for coverage to begin, as required by this Certificate.

- For Employee coverage, this term means the earliest date You are eligible for coverage under 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 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 after the end of any waiting period required by the Employer.

If this plan 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 after any waiting period required by the Employer; or
- The approval by Us in writing of any coverage for which You were required to provide Proof of Insurability.

For dependent coverage, this term means the earliest date on which:

- You have Initial Dependents; and
- Are eligible for dependent coverage.

B400.3519

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.

B400.3521

All Options

Employer This term means EK HEALTH SERVICES INC. .

B400.3522

All Options

Enrollment Period This term means the 31 day period which starts on the date the Covered Person first becomes eligible for coverage.

B400.3523

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 6 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.

B400.3525

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.

B400.3526

All Options

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

B400.3538

All Options

Notice of Right to Convert This term means the written notice presented to You by the Employer, delivered to Your last known address.

B400.3539

All Options

Policy or Plan This term means the Group Term Life insurance coverage described in the Policy and this Certificate.

B400.3541

All Options

Proof Of Insurability This term means the completion of an evidence of insurability requirement as defined in the Schedule of Benefits.

B400.3542

All Options

Proof of Loss This term means the documents that We use to substantiate a claim. Examples of documents used for Proof of Loss include:

- An original certified finalized death certificate;

- The beneficiary designation in effect at the time of death;
- Enrollment information documenting that the insured was properly enrolled for the amount of coverage claimed;
- A fully completed claim form; and
- Any additional information deemed necessary during the course of Our claim investigation. This may include, but is not limited to, an autopsy report, investigative reports, toxicology reports and medical records.

B401.1951

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.

B400.3545

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 recommended by a Doctor to effectively manage these conditions; and
- Are receiving appropriate treatment designed to achieve maximum medical improvement in these conditions.

Appropriate treatment is that treatment a patient would make a reasonable decision to accept after duly considering the opinions of medical professionals, and such treatment must be provided by a Doctor or Doctors whose specialty is appropriate for You:

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

Regular and Appropriate Care does not require treatment for a disabling condition where no additional medical treatment will likely cure or improve that condition, and You have achieved maximum medical improvement.

B401.1952

All Options

Spouse This term means Your lawful spouse, which shall include the marriage between opposite or same-sex partners legally performed in other jurisdictions. This term shall also include Your Domestic Partner.

B401.1953

All Options

Total Disability and Totally Disabled This term means that, due to sickness or injury, the Covered Person is:

- Not able during the first 24 months of claimed Total Disability to perform all the material duties of his or her occupation with Reasonable Accommodation, and after 24 months he or she is not able to perform any occupation for which he or she is reasonably fitted by education, training or experience.

B401.1954

All Options

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

B400.3550

All Options

You or Your These terms mean the insured Employee.

B400.3551

All Options

GROUP TERM LIFE SCHEDULE OF BENEFITS

B400.4199

All Options

Employee Basic Term Life Insurance Schedule

B400.4200

All Options

Basic Term Life Insurance Amount	Insurance Amount	\$5,000.00
		B400.4213

All Options

Reduction of Basic Life Insurance Amount Based on Age	<p>If You are less than age 65 when Your insurance under this Policy starts, Your insurance amount is reduced at 12:01 A.M Standard Time for Your place of residence on the date You reach age 65, by 35% of the amount which otherwise applies to Your classification. But in no case will such reduced amount be less than \$1,000.00. This reduction also applies to Your initial insurance amount if Your insurance starts after You reach age 65 but before You reach age 70.</p> <p>If You are less than age 70 when Your insurance under this Policy starts, Your insurance amount is reduced at 12:01 A.M Standard Time for Your place of residence on the date You reach age 70, by 60% of the amount which otherwise applies to Your classification. But in no case will such reduced amount be less than \$1,000.00. This reduction also applies to Your initial insurance amount if Your insurance starts after You reach age 70 but before You reach age 75.</p>
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If You are less than age 75 when Your insurance under this Policy starts, Your insurance amount is reduced at 12:01 A.M Standard Time for Your place of residence on the date You reach age 75, by 75% of the amount which otherwise applies to Your classification. But in no case will such reduced amount be less than \$1,000.00. This reduction also applies to Your initial insurance amount if Your insurance starts after You reach age 75 but before You reach age 80.

If You are less than age 80 when Your insurance under this Policy starts, Your insurance amount is reduced at 12:01 A.M Standard Time for Your place of residence on the date You reach age 80, by 85% of the amount which otherwise applies to Your classification. But in no case will such reduced amount be less than \$1,000.00. This reduction also applies to Your initial insurance amount if Your insurance starts after You reach age 80.

With respect to any of the reductions described above, the reduced insurance amount is in place of the amount which otherwise applies to Your classification.

B400.4363

All Options

Proof of Insurability Depending on the coverage selected, or as otherwise required in this Certificate, You, Your Spouse and/or Dependents may be required to supply proof that the person applying for coverage is insurable for the amount and type 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 "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 is required to complete and submit to Us an 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 amount and type of coverage applied for. 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
- Records pertaining to 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 Policyholder, 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 Policy.

Proof Of Insurability Requirements Proof Of Insurability requirements apply to Basic Term Life Insurance. Such requirements may apply to the full insurance amount, or just part of it, as outlined below. When Proof Of Insurability requirements apply, it means You must submit to Us Proof that You are insurable, and We must approve the Proof in writing before the insurance, or the specified part becomes effective.

We require Proof of Insurability as follows:

If You:

- Do not meet this Policy'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 that You provide 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.

B400.4376

All Options

Employee Voluntary Term Life Insurance Schedule

B400.4492

All Options

Initial Election You may choose to be insured under one of the plans of Voluntary Term Life Insurance shown below. You may only be insured under one plan at a time. You must notify the Employer of Your election and pay the required premium.

B400.4496

All Options

Changing Election You may switch to another plan of Voluntary Term Life Insurance during the Voluntary life enrollment period. Each year, the Voluntary life enrollment period starts on December 1st and ends on December 31st. You must notify the Employer of any desired switch. We may require Proof Of Insurability before You become insured under the new plan of benefits. See below For details. If We do not require Proof, You will become insured under the new plan of benefits as of the January 1st which coincides with or next follows the end of the Voluntary life enrollment period.

B400.4495

All Options

Voluntary Term Life Insurance Amount *Plan A*

The insurance amount is \$10,000.00

B400.4497

All Options

Voluntary Term Life Insurance Amount *Plan B*

The insurance amount is \$20,000.00

B400.4497

All Options

Voluntary Term Life Insurance Amount *Plan C*

The insurance amount is \$50,000.00

B400.4497

All Options

Voluntary Term Life Insurance Amount *Plan D*

The insurance amount is \$100,000.00

B400.4497

All Options

Voluntary Term Life Insurance Amount *Plan E*

The insurance amount is \$150,000.00

B400.4497

All Options

Annual Election After You first enroll for Employee Voluntary Term Life Insurance, You may choose to increase Your amount of Voluntary Term Life Insurance by an amount not to exceed an increase of \$50,000 as shown above. This option is available once annually during the Voluntary life enrollment period described above. Proof Of Insurability will not be required unless the insurance amount exceeds the amount of Voluntary Term Life Insurance for which Proof Of Insurability is required as shown below.

If Proof Of Insurability is required and has been submitted and approved by Us, Proof of Insurability for additional increases will be required on the second anniversary of the date we approve such coverage.

If Proof Of Insurability is required and has been declined, You will not be eligible for additional annual increases without submitting Proof Of Insurability for them, and then if such increases are approved by Us in writing.

B400.4698

All Options

Family Status Change You may request a change to your Voluntary Term Life Insurance coverage if you have experienced a Family Status Change.

A Family Status Change includes one or more of the following:

- Marriage or divorce;
- Death of a Spouse or child;
- Birth or adoption of a child;
- Your Spouse's termination of employment or a change in Your Spouse's employment that results in the loss of group coverage.

The term "marriage" may also refer to civil unions and domestic partnerships, as recognized by the jurisdiction in which You reside.

If a change in Family Status occurs, You may request an increase to Your Voluntary Term Life Insurance amount or the addition of Employee voluntary term life for which You were not previously insured. You may also request an increase or the addition of dependent Spouse or dependent child Voluntary Term Life Insurance for your living eligible dependents. You must provide proof of the Family Status Change and request the change to Your Voluntary Term Life Insurance in writing within 31 days after the date of the Family Status Change as described below.

Proof Of Insurability is not required for the change to Voluntary Term Life Insurance due to Family Status Change as long as the change to Your Voluntary Term Life Insurance does not exceed the Proof of Insurability requirements as shown in the Schedule of Benefits. Refer to When Coverage Begins and When Dependent Coverage Begins in the Eligibility section of Your Certificate for information regarding when this coverage is effective.

B400.3558

All Options

Reduction of Voluntary Life Insurance Amount Based on Age

If You are less than age 70 when Your insurance under this Policy starts, Your insurance amount is reduced at 12:01 A. M. Standard Time for your place of residence on the date You reach age 70, by 35% of the amount which otherwise applies to Your classification. But in no case will such reduced amount be less than \$1,000.00. The reduced amount is in place of the amount which otherwise applies to Your classification. This reduction also applies to Your initial insurance amount if Your insurance starts after You reach age 70, but before You reach age 75.

If You are less than age 75 when Your insurance under this Policy starts, Your insurance amount is reduced at 12:01 A. M. Standard Time for your place of residence on the date You reach age 75, by 50% of the amount which otherwise applies to Your classification. But in no case will such reduced amount be less than \$1,000.00. The reduced amount is in place of the amount which otherwise applies to Your classification. This reduction also applies to Your initial insurance amount if Your insurance starts after You reach age 75.

B400.4734

All Options

Proof Of Insurability Requirements

Depending on the coverage selected, or as otherwise required in this Certificate, You may be required to supply proof that the person applying for coverage is insurable for the amount and type 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 "Applicant."

To determine if the coverage requires an applicant to submit Proof of Insurability, please see below.

Any applicant required to submit Proof of Insurability is required to complete and submit to Us an 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 amount and type of coverage applied for. To determine if the Applicant is insurable, We may also need to obtain and review the Applicants:

- Health and medical history;
- Prescription history;
- Records relating to treatment, diagnostic testing, hospitalization; and
- Records pertaining to an Applicants 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 condition 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 Policyholder, 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 Policy.

Proof Of Insurability Requirements Proof of Insurability requirements apply to Voluntary Term Life Insurance. Such requirements may apply to the full insurance amount, or just part of it, as outlined below. When Proof of Insurability requirements apply, it means You must submit to Us Proof that You are insurable, and We must approve the Proof of Insurability in writing before the insurance, or the specified amount of insurance becomes effective.

We require Proof of Insurability as follows:

B400.4903

All Options

We require Proof of Insurability before We will insure You if You enroll for Voluntary Term Life Insurance after the time allowed for enrolling as specified in this Policy.

B400.4906

All Options

We require Proof of Insurability before You switch from Your current plan of Voluntary Term Life Insurance to a plan which provides greater benefits.

B400.4909

All Options

We require Proof for amounts of Voluntary Term Life Insurance which exceed of \$50,000.00, if Your scheduled Voluntary term life effective date is after You reach age 65.

B400.4915

All Options

We require Proof for amounts of Voluntary Term Life Insurance which exceed of \$10,000.00, if Your scheduled Voluntary term life effective date is after You reach age 70.

B400.4915

All Options

Dependent Voluntary Term Life Insurance Schedule

B400.5473

All Options

Initial Election You may choose the plan of dependent Spouse Voluntary Term Life Insurance and the plan of dependent child Voluntary life insurance shown below. You must notify the Employer of Your election and pay the required premium.

B400.5476

All Options

Voluntary Plan A
Dependent Spouse
Term Life Insurance You may elect amounts of voluntary dependent spouse term life insurance in
Amount increments of \$5,000.00, but the amount may not be less than \$5,000.00 and may not exceed \$150,000.00.

B400.5550

All Options

Voluntary Plan A
Dependent Child
Insurance Amount **Child's Age At Death** **Insurance Amount**

From birth but less than 14 days	\$1,000.00
At least 14 days but less than 26 years	an amount not less than \$1,000.00, and not more than \$10,000.00, in increments of \$1,000.00.

B400.6731

All Options

In no event may the insurance amount of a dependent Spouse exceed 100% of Your insurance amount.

B400.6002

All Options

In no event may the insurance amount of a dependent child exceed 100% of Your insurance amount.

B400.6004

All Options

Reduction of
Dependent
Voluntary Life
Insurance Amount
Based on Age An employee's dependent benefits are reduced in the same manner as his or her employee benefits. The dependent reductions are based on the employee's age.

B400.5474

All Options

Proof Of Insurability Requirements

Depending on the coverage selected, or as otherwise required in this Certificate, Your Spouse and Dependent Children may be required to supply proof that the person applying for coverage is insurable for the amount and type of coverage selected. This requirement is called Proof of Insurability. For purposes of this section, any person apply for coverage requiring Proof of Insurability is referred to as "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 is required to complete and submit to Us an 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 amount and type of coverage applied for. 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
- 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 provide Proof of Insurability. In the event that any premiums are overpaid, Our only obligation is to return the amount of overpaid premiums.

The Policyholder, 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 Policy.

We require Proof of Insurability as follows:

B400.6014

All Options

We require Proof Of Insurability that a dependent is insurable if You:

- Enroll a dependent, submit the dependent's signed health statement, and agree to make the required payments after the end of the Enrollment Period;
- In the case of a Newly Acquired Dependent, other than the first newborn child, have other eligible dependents who You have not elected to enroll; or
- In the case of a Newly Acquired Dependent, have other eligible dependents whose coverage previously ended because You failed to make the required contributions, or otherwise chose to end such coverage.

B400.6018

All Options

A dependent is not covered by any part of this Policy that requires such proof until You give Us this proof and We approve it in writing.

If Your dependent coverage ends for any reason, including failure to make the required payments, Your dependents will not be covered by this Policy again until You give Us new proof that they are insurable and We approve that proof in writing.

B400.6019

All Options

We require Proof of Insurability before We will insure any dependent Spouse who is enrolled for dependent Spouse Voluntary Term Life Insurance after the time allowed for enrolling as specified in this Policy.

B400.6048

All Options

We require Proof of Insurability for any amount of dependent Voluntary Term Life Insurance in excess of \$25,000.00 with respect to a dependent Spouse.

B400.6051

All Options

We require Proof of Insurability for any amount of dependent Voluntary Term Life Insurance In excess of \$10,000.00 with respect to a dependent Spouse, if the dependent Spouse's scheduled dependent Voluntary term life effective date is after he or she reaches age 65.

B400.6050

All Options

We require Proof of Insurability before We will insure any dependent child who is enrolled for dependent child Voluntary Term Life Insurance after the time allowed for enrolling as specified in this Policy.

B400.6060

All Options

Changes to Insurance

B400.6066

All Options

Changes In Insurance 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.

B400.6069

All Options

Changes In Insurance Classification If Your classification changes, insurance will not be changed to the new amount until the first day on which You are:

- Actively At Work on a Full-Time basis; and
- Make a contribution, if required, for the new classification.

If a contribution is required for the new classification for which a larger amount of insurance 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 insured 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 insurance amount was previously reduced because of age or retirement, it will be retained at the reduced amount.

B400.6072

SUPPLEMENTAL RIDER - Accelerated Life 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:

Note: This benefit is not available for retirees.

Employee Accelerated Voluntary Life Benefit

IMPORTANT NOTICE: USE OF THIS BENEFIT MAY HAVE TAX IMPLICATIONS. IT MAY ALSO AFFECT GOVERNMENT BENEFITS OR CLAIMS OF CREDITORS. YOU SHOULD CONSULT YOUR TAX OR FINANCIAL ADVISOR BEFORE YOU APPLY FOR THIS BENEFIT.

THE AMOUNT OF YOUR GROUP TERM LIFE INSURANCE IS PERMANENTLY REDUCED BY THE GROSS AMOUNT OF THE ACCELERATED LIFE BENEFIT.

**Accelerated Life
Benefit**

You may be eligible for an Accelerated Life Benefit if you meet the following conditions:

- You have a Terminal Condition;
- You supply the required written proof of Your Terminal Condition (see "Notice of Claim");
- You apply for this benefit in writing while living and before You attain age 60. If You are unable to request this benefit yourself, Your legal representative may request it on Your behalf.

This benefit is a payment of part of Your Group Term Life Insurance made to You before death. You may use this benefit in any way You choose, subject to the restrictions stated below.

If You qualify for the Accelerated Life Benefit, We will subtract the Gross Amount paid to You as an Accelerated Life Benefit from the amount of Your Group Term Life Insurance under the Certificate. The remaining amount of Group Term Life Insurance is permanently reduced by the Gross Amount of this benefit.

You may only receive one Employee Accelerated Life Benefit during Your lifetime. This benefit does not have to be repaid, even if You:

- Live longer than 12 months from the date We receive Your request for this benefit; or
- Recover from the Terminal Condition.

However, the amount of this benefit will not be restored to Your remaining Group Term Life Insurance. And, You may not receive another Accelerated Life Benefit under any circumstances and even if You:

- Have a relapse; or

- You are subsequently diagnosed as having another Terminal Condition.

Benefit Amount For The Accelerated Life Benefit The amount of the Accelerated Life Benefit for which You may apply is based on the amount of group term life insurance for which You are insured on the day before You apply for the benefit subject to the following minimum and maximum amounts.

The minimum benefit amount is the lesser of: (1) \$10,000.00; or (2) 80% of Your amount of Group Term Life Insurance.

The maximum benefit amount is the lesser of: (1) \$250,000.00; or (2) 80% of Your amount of Group Term Life Insurance.

Discount The amount of the Accelerated Life Benefit which is available to You is discounted to the present value in 12 months from the date this benefit is paid. The discount is based on the maximum adjustable policy loan interest rate permitted in the state in which the group policy is delivered.

A detailed statement of the method of computing the amount of the Accelerated Life Benefit is available from Us on request.

Payment Of The Accelerated Life Benefit If We approve Your request for this benefit, We pay the amount You have elected, less the present value discount. We pay this benefit to You in one lump sum. This payment is subject to all of the other terms of the Certificate.

Notice of Claim You must send Us a request which includes written proof from a Doctor who is operating within the scope of his or her license that You have a Terminal Condition. We must approve such proof in writing before this benefit is paid.

Physical Examinations

We may have You examined by a Doctor of Our choice to determine whether the Terminal Condition exists. We will pay the cost of such exam.

If We approve Your request to receive this benefit, We will provide You with a statement along with Your benefit payment which shows:

- The amount of the Accelerated Life Benefit You requested;
- The amount of the present value discount;
- The amount of Your Accelerated Life Benefit check; and
- The remaining amount of Your Voluntary Life Insurance coverage.

Even if You have been approved for a waiver of premium benefit under this Certificate, You may still apply for an Accelerated Life Benefit. But, if You convert Your Group Term Life Insurance, the terms of the converted life policy will apply. Any amount to which You could otherwise convert is permanently reduced by the gross amount of Your Accelerated Life Benefit.

If You Have Assigned Your Group Term Life Insurance If You have already assigned Your Group Term Life Insurance, or any portion thereof, You cannot apply for an Accelerated Life Benefit.

If You Are Legally Incompetent If You are not legally competent, Your lawful guardian, conservator, legal representative, or any person or fiduciary with the lawful authority to act on Your behalf or handle Your affairs may apply for the Accelerated Life Benefit on Your behalf.

Your Remaining Group Term Life Insurance The remaining amount of Your Group Term Life Insurance after You receive an Accelerated Life Benefit payment is subject to any increases or reductions that would otherwise apply to Your insurance. Applicable reductions are applied to the amount of Group Term Life Insurance for which You were insured on the day before the date You applied for the Accelerated Life Benefit.

If Your Life Benefit is scheduled to reduce within 12 months of the date You apply for the Accelerated Life Benefit, any applicable reduction will also be applied to Your Accelerated Benefit amount.

The premium cost of Your remaining insurance is based on the amount of Group Term Life Insurance for which You were insured on the day before the date You applied for the Accelerated Life Benefit.

The total amount of Group Term Life Insurance Your beneficiary would otherwise receive on Your death is reduced by the Gross Amount of the Accelerated Life Benefit.

If You die after applying, and were eligible, for the Accelerated Life Benefit, but before We send You the benefit, Your beneficiary will receive the full amount of Group Term Life Insurance for which You were insured on the day before the date You applied for the Accelerated Life Benefit.

Restrictions We will not pay an Accelerated Life Benefit if:

- Your coverage under the Certificate ends for any reason after You apply for the Accelerated Life Benefit, but before We pay such benefit;
- You are required by law to use the proceeds of the Group Term Life Insurance from the Certificate to meet the claims of creditors, whether or not You are in bankruptcy;
- You are required by court order to pay all or part of the proceeds of the Group Term Life Insurance from the Certificate to another person; or
- You are required by a government agency to use the payment to apply for, receive or maintain a governmental benefit or entitlement.

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

- **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.
- **Gross Amount:** This term means the amount of the Accelerated Life Benefit elected by You before subtraction of the discount.

- **Group Term Life Insurance:** This term means the amount of Employee Voluntary Group Term Life Insurance for which You are insured under the Certificate. The term does not include any:
 - Accidental death benefits; or
 - Scheduled increase in the amount of Employee Voluntary group term life insurance that is due within the 12 month period after the date You apply for the Accelerated Life Benefit.
- **Terminal Condition:** This term means a medical condition that is reasonably expected to result in death within 12 months from the date You apply for the Accelerated Life Benefit.

The Guardian Life Insurance Company of America

A handwritten signature in black ink, appearing to read "Michael Estep", with a stylized flourish at the end.

Michael Estep, Vice President

B401.1995

SUPPLEMENTAL RIDER - Seatbelt and Airbag 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:

Terms not specifically defined within this Rider are defined in the Certificate.

**Employee Basic and Voluntary Term Life Insurance and
Dependent Voluntary Term Life Insurance
Seatbelt and Airbag Benefit**

This rider applies to Your Basic and Voluntary term life insurance and dependent Voluntary term life insurance.

Seatbelt And Airbag Benefits If You die as a direct result of an automobile accident while properly wearing a seatbelt, We will increase Your term life benefit amount by \$10,000. And, if You die as a direct result of an automobile accident while both properly wearing a seatbelt, and sitting in a seat equipped with an airbag, We will increase Your term life benefit amount by an additional \$5,000, for a total increase of \$15,000.

Notice of Claim: You must send Us a request which includes written proof that You were properly wearing a seatbelt must be provided. A law enforcement official investigating the accident must certify that the seatbelt was properly fastened and that the automobile in which the deceased was traveling was equipped with airbags. A copy of such certification must be submitted to Us with the claim for benefits. We must approve such proof in writing before this benefit is paid.

Proof of Loss: You must send written Proof of Loss to Our designated office within 90 days of the loss.

If We cannot determine that You were wearing a seatbelt at the time of the Accident, We will increase Your term life benefit amount by \$1,000.

If We determine that a seatbelt was not worn at the time of the automobile accident directly resulting in Your death, or if the required official report is not provided, no Seatbelt or Airbag benefit will be paid.

The total amount payable for the Seatbelt and Airbag Benefit under Your Basic and Voluntary term life insurance and Basic and Voluntary Accidental Death and Dismemberment insurance may not exceed \$30,000.

Late Notice and Proof of Loss: We will not void or reduce Your claim if we do not receive Notice and Proof of Loss within the required time. In that case, Notice and Proof of Loss must be sent as soon as reasonably possible.

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

The Guardian Life Insurance Company of America

Group Life Claims Department

Exclusions This Policy does not pay a Seatbelt or Airbag Benefit for loss of life caused by, or related to an accident occurring:

- While You are legally intoxicated; or
- While You are voluntarily using a controlled substance, unless:
 - It was prescribed for You by a doctor; and
 - It was used as prescribed.

A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time.

- While You were intentionally or voluntarily inhaling or ingesting a gas, chemical, solvent, poison or other substances not intended for internal consumption; or
- During Your commission of, or attempt to commit a felony as defined per the laws in the jurisdiction in which the felony was committed or attempted, or as defined under federal law if the offense charged was a federal offense.

Dependent Seatbelt and Airbag Benefit

Seatbelt And Airbag Benefits If Your dependent dies as a direct result of an automobile accident while properly wearing a seatbelt, We will increase his or her Voluntary term life benefit amount by \$5,000. And, if Your dependent dies as a direct result of an automobile accident while both properly wearing a seatbelt, and sitting in a seat equipped with an airbag, We will increase his or her Voluntary term life benefit amount by an additional \$2,500, for a total increase of \$7,500.

You are responsible for providing proof that Your dependent was properly wearing a seatbelt. A law enforcement official investigating the Accident must certify that the seatbelt was properly fastened and that the automobile in which the deceased was traveling was equipped with airbags. A copy of such certification must be submitted to Us with the claim for benefits.

If We cannot determine that Your dependent was wearing a seatbelt at the time of the automobile accident directly resulting in his or her death, We will increase Your dependent term life benefit amount by \$1,000.

If We determine that a seatbelt was not worn at the time of the automobile accident directly resulting in Your dependent's death, or if the required official report is not provided, no Seatbelt or Airbag Benefit will be paid.

The total amount payable for the Seatbelt and Airbag Benefit under Your Dependent Voluntary term life insurance and Dependent Voluntary Accidental Death and Dismemberment insurance may not exceed \$15,000.

Exclusions This Policy does not pay a Seatbelt or Airbag Benefit for loss of life caused by, or related to an accident occurring:

- While Your dependent is legally intoxicated; or

- While Your dependent is voluntarily using a controlled substance, unless:
 - It was prescribed for the dependent by a doctor; and
 - It was used as prescribed.

A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time.

- While Your dependent intentionally or voluntarily inhales or ingests a gas, chemical, solvent, poison or other substances not intended for internal consumption; or
- During Your dependent's commission of, or attempt to commit a felony as defined per the laws in the jurisdiction in which the felony was committed or attempted, or as defined under federal law if the offense charged was a federal offense.

The Guardian Life Insurance Company of America

A handwritten signature in black ink, appearing to read "Michael Estep", with a stylized flourish at the end.

Michael Estep, Vice President

B401.2009

SUPPLEMENTAL RIDER - Waiver of Premium 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:

**Employee Basic and Voluntary Term Life Insurance
Waiver Of Premium Benefit**

Important Notice This rider applies to Your Basic and Voluntary term life insurance. It does not apply to any of Your dependent life insurance under the Certificate. To continue dependent life insurance, You must convert Your dependent coverage. See "Converting This Dependent Term Life Insurance" for details.

If You Are Disabled If You are Totally Disabled, and meet the requirements in "How And When To Apply," We will extend Your Basic and Voluntary life insurance without payment of premiums from You or the Employer in an amount equal to the amount of Basic and Voluntary life insurance for which You are insured on Your last day of Active Work.

How And When To Apply To apply for this benefit, You must submit, while living, written medical proof of Your Total Disability satisfactory to Us within one year of the start of that disability. Any claim filed after one year from the start of Total Disability will be denied, unless We receive written proof that:

- You lacked the legal capacity to file the claim; or
- It was not reasonably possible for You to file the claim within the required period of time.

To be approved for this benefit, You must:

- Become Totally Disabled before You reach age 60 and while insured by the Certificate; and
- Remain Totally Disabled for at least 9 months in a row.

You should apply for this benefit immediately at the start of Your Total Disability.

Continued Proof For Waiver of Premium Benefit We may require written proof that You remain Totally Disabled and receive regular Doctor's care to maintain this benefit. This proof must be given to Us within 30 days of the date We request it.

We can also require that You take part in a medical assessment by a medical professional of Our choice as often as We feel is reasonably necessary during the first 2 years We have waived Your life insurance premiums pursuant to the Rider. After 2 years, We cannot have You examined more than once a year.

Until You Have Been Approved For This Benefit If Your life insurance under the Certificate ends after You have become Totally Disabled and applied for Waiver of Premium Benefits, but before We have approved You for this benefit, You may:

- Continue to pay your group premium payments, including any part which would have been paid by the Employer, until You are approved or declined for this benefit; or
- Apply to convert to an individual permanent or term life insurance policy.

Please read "Converting This Employee Basic and Voluntary Term Life Insurance" for details on how to convert.

Converting Your life insurance does not stop You from claiming Your rights under this section. But, if You apply to convert and obtain a policy, and We later approve You for this benefit, We will cancel the converted policy on the date We approve You for this Benefit. See "Converting This Employee Basic and Voluntary Term Life Insurance" for details on how We do this. Once You are approved for this benefit, Your insurance under the Certificate will be reinstated at no further cost to You or the Employer.

If You are declined for the Waiver of Premium benefit, You will have the option to apply to convert to an individual permanent or term life insurance policy. If You do not convert within 31 days of the date You are declined for the Waiver of Premium benefit, and You have not returned to Active Work, Your coverage will end.

If the Certificate terminates before You are approved

If this group Certificate terminates and You are Totally Disabled and eligible, but not yet approved, for this Waiver of Premium benefit, You must apply to convert to an individual permanent or term policy, and remain insured under such policy until You are approved by Us for the Waiver of Premium benefit.

When This Waiver Begins

Once approved by Us, Your Waiver of Premium benefit will be effective on the date following the day You have been Totally Disabled for 9 months in a row.

When This Waiver Ends

Your Waiver of Premium benefit will end on the earliest of:

- The date You are no longer Totally Disabled;
- The date We ask You to be examined by Our Doctor, and You refuse;
- The date You do not give Us the proof of Total Disability We require;
- the date you have been out of the United States and/or Canada or a country or region approved by Us for more than 2 months in a 12 month period;
- The date You are no longer receiving regular Doctor's care appropriate to the cause of Your claimed Total Disability;
- The day before the date You reach age 65.

If Your Waiver of Premium Benefit ends and You do not return to Active Work, You will have the option to convert the Employee Basic and Voluntary life insurance that was in effect on the date the Waiver of Premium Benefit ends.

Please read "Converting This Employee Basic and Voluntary Term Life Insurance" for details on how to convert.

If You Die While Covered By This Waiver of Premium Benefit

If You die while covered for this benefit, We will pay Your beneficiary the amount of Basic and Voluntary life insurance for which You were insured as of Your last day of Active Full-Time Work. This payment is subject to all the terms of the Certificate and all reductions which would have applied had You remained an Active at Work Employee.

If You Die Prior to Approval for This Waiver of Premium Benefit

If You die prior to being approved for the Waiver of Premium Benefit and within 12 months of the onset date of Total Disability We'll pay Your beneficiary the amount for which You were covered as of Your last day of Active Full-Time Work, subject to all reductions which would have applied had You stayed an active Employee provided You:

- Were Totally Disabled, as defined by this Rider, through the date of death,
- Became Totally Disabled prior to age 60; and
- Became Totally Disabled while insured; and
- We received the required premiums for this coverage.

Proof Of Death

We will pay the term life insurance benefit as soon as We receive:

- Written proof of Your death; and
- Medical proof that You were continuously Totally Disabled until Your death.

This proof must be sent to Us within one year of Your date of death.

B400.7286

All Options

Definitions

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

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.

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 recommended by a Doctor to effectively manage these conditions; and
- Are receiving appropriate treatment designed to achieve maximum medical improvement in these conditions.

Appropriate treatment is that treatment a patient would make a reasonable decision to accept after duly considering the options of medical professionals, and such treatment must be provided by a Doctor or Doctors whose specialty is appropriate for You:

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

Regular and Appropriate Care does not require treatment for a disabling condition where no additional medical treatment will likely cure or improve that condition and You have achieved maximum medical improvement.

"Total Disability" and "Totally Disabled": This term means that, due to sickness or injury, You are:

- Not able during the first 24 months of Your claimed Total Disability to perform all the major duties of Your occupation with Reasonable Accommodation, and after 24 months You are not able to perform any occupation for which You are reasonably fitted by education, training or experience.

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 Estep, Vice President

B401.2001

SUPPLEMENTAL 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

This rider applies only to Your Employee Basic and Employee and Dependent Voluntary term life insurance.

**Portability
Conditions**

Portability is subject to all of the conditions described below.

- You may Port if Your coverage under the Certificate if coverage ends because:
 - You are no longer employed by the Employer; or
 - You are no longer a member of an eligible class of Employees
- You may **not** Port unless You have been covered by the Certificate, or the plan it replaced, for Employee Basic and Voluntary term life insurance for at least three months in a row prior to the date Your coverage under the Certificate ends.
- You may **not** Port if You have reached age 70 on the date coverage under the Certificate ends.
- You may **not** Port if You are eligible for the Certificate's Waiver of Premium Benefit.
- You may **not** Port if coverage under the Certificate ends due to:
 - Failure to pay any required premium; or
 - Termination of the Certificate

Portability Options

You may Port the full amount of Your Basic and Voluntary term life insurance in force as of the date Your coverage under the Certificate ends. If You do not wish to Port the full amount, You may choose to Port 50% of such amount, if such amount under the Certificate is at least \$50,000 and does not exceed \$1,000,000.

You may Port the full amount of Your dependent's Voluntary term life insurance in force as of the date Your coverage under the Certificate ends. If You do not wish to Port the full amount, You may choose to Port 50% of such amount if:

- Your dependent Spouse amount under the Certificate is at least \$10,000; and
- Your dependent child amount under the Certificate is at least \$2,000 .

You may Port:

- Your insurance only;
- Your insurance and insurance of Your covered Spouse; or
- Your insurance and the insurance of all of Your covered dependents.

If You Port the full amount of Your insurance and You choose to Port Your dependent's insurance, You must Port the full amount of Your dependent's insurance. If You Port 50% of Your insurance and You choose to Port Your dependent's insurance, You must Port 50% of Your dependent's insurance.

A dependent must be insured as of the date Your coverage under the Certificate ends in order to be eligible for Portability.

If You die while insured for dependent Voluntary term life insurance, Your Spouse may Port Your dependent Voluntary term life insurance as described above. Your Spouse and dependent children must be insured under the Certificate on the date of Your death. But, this option is not available if:

- There is no surviving Spouse; or
- Your surviving Spouse has reached age 70 on the date of Your death.

The Portable Certificate Of Coverage

If You Port, You will obtain a new Certificate of coverage, which will be issued under the Portable group policy and will describe the benefits provided. The Portable group policy has been established specifically for, and limited to, providing portability coverage for Employees and their dependents whose coverage ends under an Employer's plan. The benefits provided by the Portable certificate of coverage may not be the same as the benefits provided by the Certificate provided by your Employer. The group term life insurance provided by the Portable Certificate of coverage will not provide any of the following benefits or types of coverage:

- Accidental death or dismemberment;
- Income replacement;
- Or Waiver of Premium benefits.

The premium for the Portable certificate of coverage will be based on:

- the covered person's rate class under the Ported Policy; and
- Your surviving Spouse's age bracket as shown in the Life Portability Coverage Premium Notice.

The Portable Certificate of Coverage ends at age 70.

How To Port You or Your surviving Spouse must:

- Apply to Us in writing; and
- Pay the required premium.

You or Your surviving Spouse must do this within 31 days from the date Your coverage under the Certificate ends. In order to Port Your Basic and Voluntary term life insurance, We will not ask for proof that You or Your surviving Spouse is insurable.

Portability And Conversion If You or Your surviving Spouse choose to Port, the Certificate's conversion privilege will not be available. In the event that a person would be eligible to both convert and to Port, only one of these privileges may be chosen. Coverage under both a converted policy and a Portable certificate of coverage at the same time is not permitted. You or Your surviving Spouse should read the entire Certificate, as well as any related materials carefully before making a choice.

Definitions

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

- **Port or "To Port":**these terms mean to choose a Portable certificate of coverage which provides group term life insurance.

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 "Michael Estep", with a stylized flourish at the end.

Michael Estep, Vice President

B400.8113

CERTIFICATE AMENDATORY RIDER

This Rider amends the Certificate as follows and is effective on the later of the Policy Date or the date requested by the Policyholder.

This Rider amends the Certificate by replacing the definition of **Spouse** and **Domestic Partner** with the following:

Spouse: This is the person to whom You are legally married or Your **Domestic Partner** or civil union partner.

Domestic Partner: This is the same-sex or opposite-sex person with whom Your domestic partnership is currently registered with any state or local government domestic partner registry.

This term includes an unregistered Domestic Partner, who is the person with whom You live and share financial assets and obligations. An unregistered Domestic Partner must be at least 18 years of age, able to provide legal consent and cannot be a blood relative. You and Your unregistered Domestic Partner may not be married to, in a marriage or domestic partnership with, or legally separated from anyone else.

Domestic Partners are not subject to any proof of relationship or waiting period requirements not also imposed upon marriages. A Domestic Partner registry certificate will be accepted as fully equivalent to a marriage certificate.

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 Estep, Vice President

B601.0173

STATEMENT OF ERISA RIGHTS

The Guardian Life Insurance Company of America

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

Your group term life 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

- 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.
- 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.
- 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.

Life Insurance 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 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 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 of Life 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
Life 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.

B997.0239

All Options

**Appeals of Adverse
Determinations of
Life 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.

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, reasonably access to, and copies of all documents, records, and other information relevant to the claimant's claim for benefits; and
- Provide a statement describing any voluntary appeal procedures offered by the Plan, the claimant's right to obtain information about such procedures, and a statement that the claimant's right to bring an action under ERISA section 502(a).

Waiver of Premium If you apply for an extension of life insurance benefits due to Total Disability under the Waiver of Premium benefit under this plan, these claim procedures will apply to such request:

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

Guardian will make a determination of whether the claimant meets the plan's standard for total disability 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 the 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 for an extension of benefits 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 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;
- 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; and
- In the case of 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.

B997.0240

All Options

Appeals of Adverse Determinations for Waiver of Premium

If a claim for Waiver of Premium is 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.

B997.0241

This Booklet Includes All Benefits For Which You Are Eligible.

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

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

"Please Read This Document Carefully".

CERTIFICATE OF COVERAGE

The Guardian Life Insurance Company of America

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

The Group Accidental Death and Dismemberment Coverage described in this Certificate is attached to the group Policy effective January 1, 2021. 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 ACCIDENTAL DEATH AND DISMEMBERMENT 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 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; (c) satisfy any necessary Proof of Insurability requirements; 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 Policy for which he or she has waived coverage. Such a waiver of coverage is shown in Our and/or the Policyholder's records.

FOR INSURED PERSONS AGE 65 OR OLDER WHO PAY SOME OF ALL OF THE COST OF THIS INSURANCE: YOU HAVE A 30 DAY EXAMINATION PERIOD AFTER THE RECEIPT OF THIS CERTIFICATE DURING WHICH YOU MAY CANCEL THE COVERAGE AND RETURN THIS CERTIFICATE BY MAIL OR OTHER DELIVERY METHOD. SUCH RETURN WILL VOID THE CERTIFICATE FROM THE BEGINNING, AND THE PARTIES WILL BE IN THE SAME POSITION AS IF A CERTIFICATE HAD NOT BEEN ISSUED. ALL PREMIUMS PAID WILL BE FULLY REFUNDED IN A TIMELY MANNER NOT LATER THAN 30 DAYS AFTER THE COMPANY RECEIVES THE RETURNED CERTIFICATE.

Policyholder: EK HEALTH SERVICES INC.
Group Policy Number: 00580178

The Guardian Life Insurance Company of America



Harris Oliner, Senior Vice President,
Corporate Secretary



Michael Estep, Vice President

B401.2172

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COMPLAINT NOTICE

This notice is to advise You that should any complaints arise regarding this insurance You may contact the Guardian at the following address or phone number:

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

If You feel Your complaints have not been resolved after contacting the Guardian You may contact the California Department of Insurance at the following address and phone number:

**Department of Insurance
300 South Spring Street
Los Angeles, California 90013
Consumer Hotline: 1-800-927-HELP (4357)
TDD: 1-800-482-4TDD (4883)
Website: www.insurance.ca.gov/01-consumers/**

B401.2173

GENERAL PROVISIONS

The Contract and Limitation Of Authority

The entire contract between the Policyholder and Us consists of:

- The Policy;
- The Schedule of Premium Rates;
- This Certificate(s) which describe(s) the insurance for which Covered Persons are insured;
- Any attached riders, schedule of benefits or amendments; and Your application.

In the event of a conflict, the Policy shall reign.

We can amend the Policy at any time, without the consent of the insured Employees or any other person having a beneficial interest in it:

- Upon written request made by the Policyholder and agreed to by Us; or
- On any date Our obligation under the Policy with respect to the Policyholder, or under this Certificate with respect to You, is changed do to the requirements of state or federal law or regulation.

Upon request, You may obtain a copy of the Policy from Us.

If We amend this Certificate, except upon request made by You, We must give You written notice of such change.

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

No person, except by a writing signed by the President, a Vice President or a Secretary of Guardian, has the authority to act for Us to:

- Determine whether any contract, policy or certificate is to be issued;
- Waive or alter any provisions of any contract or policy, 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.

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 enrollment form or other required form; and
- We have received any required premium.

Incontestability

Any statement made by You, in the absence of fraud, will be deemed a representation and not a warranty. No statement will be used to avoid insurance, reduce benefits or defend a claim unless it is material to the risk accepted or the hazard assumed by Us, has been signed by You, and a copy of the statement has been given to You or to Your Beneficiary. We shall not contest this coverage after it has been in force during Your lifetime for three years from the Effective Date of the Policy.

Physical 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 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

If We overpay benefits, all such benefits must be repaid in full. We have the right to reduce the benefit, or reduce any other benefits payable under this Certificate, toward recovery of any overpayment.

B401.2174

ELIGIBILITY FOR ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE EMPLOYEE COVERAGE

Conditions Of Eligibility

Subject to the conditions of eligibility set forth below, and to all of the other conditions of this Certificate, You are eligible for Accidental Death and Dismemberment coverage 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 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 Accidental Death and Dismemberment coverage if You are

- A temporary or seasonal Employee.

The Waiting Period If You are in an eligible class, You are eligible for Accidental Death and Dismemberment coverage under this Certificate after You complete the service waiting period, if any, established by the Employer and as stated in the Schedule of Benefits.

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 Accidental Death and Dismemberment Coverage under this Certificate. But, if this Certificate uses the amount of Your Insured Earnings to set the rates, determine class, figure insurance amounts, or for any other reason, such Insured Earnings will be figured as the sum of Your Insured Earnings from all covered Employers.

B400.6098

When Coverage Starts

For coverage to start, You must be fully capable of performing the major duties of Your regular 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 satisfy 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 regular 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 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 start until You send Us Proof Of Insurability. Once We approve such Proof Of Insurability, Your coverage will start on the date we approve such coverage.

B400.6103

All Options

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 regular occupation for Your 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 regular 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, in no event will any coverage or part of coverage for which You must elect and pay all or part of the cost, 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.

B400.6106

All Options

Delayed Eligibility Date For Employee Voluntary Accidental Death and Dismemberment Insurance

If due to sickness or injury, You are not Actively At Work and working the minimum number of hours of an Employee in Your eligible class on the date Your Voluntary Accidental Death and Dismemberment coverage is scheduled to start, We will postpone coverage for an otherwise Covered Loss for any condition(s) that prevent you from meeting the Actively at Work requirement. We will postpone such coverage until You:

- Complete one full day of Active Work, working the minimum number of hours of an Employee in Your eligible class, with the capacity to do so for one full week; and,
- Do not miss a day of work due to the same condition.

Coverage for an otherwise Covered Loss due to all other conditions will start on the date You:

- Return to Active Work working the minimum number of hours of an Employee in Your eligible class and;
- Are performing the regular duties of your occupation.

B400.6107

All Options

The Delayed Eligibility Date provision will not apply if You are covered under the Transfer Business Exception as stated below.

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 Accidental Death and Dismemberment insurance if:

- You were insured under the Employer's prior insurer's group accidental death and dismemberment plan at the time the prior insurer's group accidental death and dismemberment plan ended and the group accidental death and dismemberment plan became effective with Us, with no break in group coverage;

- You were a member of an eligible class under the Employer's prior insurer's group accidental death and dismemberment plan and are eligible under this Certificate;
- Premiums for You were paid up to date for the Employer's prior insurer's group plan and this Certificate;
- Premiums are not currently being waived under the Waiver of Premium Rider, or You were not eligible, under the terms of the Employer's prior insurer's group accidental death and dismemberment plan, to have premiums waived under the Waiver of Premium provision; and
- You are not receiving or eligible to receive benefits under the Employer's prior insurer's group accidental death and dismemberment plan.

Any Accidental Death and Dismemberment benefit payable will be the lesser of:

- The Accidental Death and Dismemberment benefit payable under this Certificate; or
- The accidental death and dismemberment benefit payable under the Employer's prior insurer's group accidental death and dismemberment plan had it remained in force; reduced by any amount paid by the prior insurer's group accidental death and dismemberment plan.

If You are covered under the Exception to When Coverage Starts, You will not be eligible for the Waiver of Premium Benefit provision under this Certificate until such a time You are Actively At Work as defined by this Certificate.

If You meet the conditions stated above, You will remain insured under this provision until the first to occur of:

- The date You are fully capable of performing the major duties of Your occupation for the Employer, and capable of doing so for the minimum number of hours of an Employee in Your eligible class;
- The date insurance terminates for one of the reasons stated in When Employee Coverage Ends;
- The last day of a period of 12 consecutive months which begins on this Certificate's Effective Date;
- The date You become eligible for the Waiver of Premium Benefit provision under the prior insurer's group accidental death and dismemberment plan; or
- The last day You would have been covered under the prior insurer's group accidental death and dismemberment plan, had the prior plan not terminated.

B400.6108

When Coverage Ends

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

- The date Your Active Work ends for any reason, except as noted below under Coverage During Leave of Absence. Such reasons include:
 - Disability;
 - Death;
 - Retirement;
 - Layoff;
 - Leave of absence;
 - The end of employment; and
 - Expiration of the employment contract.
- 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 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.

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.

B400.6110

CONTINUATION OF COVERAGE

Coverage During Disability

If Your Active Work ends because You are Totally Disabled, You and Your Employer may agree to continue Your insurance, subject to continued payment of all required premiums, until the earlier of:

- The date you are no longer Totally Disabled, as defined by this Certificate;
- 12 months; from the date Your Total Disability began;
- The date you are approved for any Waiver of Premium Benefit for which you are eligible; or
- The date of Your 99th birthday.

We may require written Proof of Loss that You remain Totally Disabled and receiving regular Doctor's care to maintain this benefit. This Proof of Loss must be given to Us within 30 days of the date we request it.

Your eligibility for benefits will be governed by all the terms of this Certificate.

Coverage During Temporary Layoff

If Your Active Work ends because You are temporarily laid off, You and Your Employer may agree to continue Your insurance, subject to continued payment of all required premium, until the earlier of:

- The end of the temporary layoff; or
- The end of the month in which You are laid off plus 1 months following the date the temporary layoff begins.
- The end of the time period covered under a severance agreement not to exceed 1 months.

If You die or become Disabled under this Certificate while Your coverage is being continued during a temporary layoff, Your eligibility for benefits will be governed by all the terms of this Certificate.

Coverage During Temporary Leave of Absence

If Your Active Work ends because You go on a leave of absence that has been approved by Your Employer, You and Your Employer may agree to continue Your insurance, subject to continued payment of all required premiums, until the earlier of:

- The end of the Employer approved leave of absence; or

- The end of the month in which Your leave begins plus 1 months following the date the approved leave of absence begins.

If You become disabled under this Certificate while Your coverage is being continued during a leave of absence, Your eligibility for benefits will be governed by all the terms of this Certificate.

B400.6111

All Options

DEPENDENT COVERAGE

B400.6116

All Options

**Eligible Dependents For Dependent Voluntary Accidental
Death and Dismemberment Insurance**

Your eligible dependents are Your:

- Spouse who is under age 70; and
- Your dependent children who are under age 26.

B400.6120

All Options

Adopted Children And Step-Children

Your dependent children include Your legally adopted children and Your step-children. 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.

B401.2177

All Options

Dependents Not Eligible

We exclude:

- A dependent who is on Active Duty in any armed force.

B400.6128

All Options

**Continuing
Coverage For
Dependent Children
Past the Limiting
Age**

If You have a child or children who:

- Is/are incapable of independent living by reason of an intellectual disability or physical handicap; and
- Is/are 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 an intellectual disability or physical handicap that began before he or she reached the dependent age limit;
- Became covered by this Certificate, or the prior carrier's group accidental death and dismemberment 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;
- and remains:
 - Incapable of independent living; and
 - Dependent upon You for most of his or her support and maintenance; and

You send Us written proof, and we approve such proof, of the child's disability or handicap 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.

Irrespective of this provision, any coverage provided under this section ends when Your coverage ends.

B401.2178

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 shown below and to all of the other terms of this Certificate, the date Your dependent coverage starts depends on when You elect to enroll Your Initial Dependents and agree to make any required payments.

Initial Dependents If You enroll Your Initial Dependents on or before Your Eligibility Date, the dependents' coverage begins on the later of Your Eligibility Date and the date You become covered for Employee coverage.

If You enroll Your Initial Dependents within the Enrollment Period, their coverage begins on the later of Your Eligibility Date and the date You become covered for Employee coverage.

If You do not enroll Your Initial Dependents when they are first eligible, and enroll those Initial Dependents after the Enrollment Period ends, You must supply Proof Of Insurability and coverage will not start until We approve that proof in writing.

If an Initial Dependent becomes eligible after this Certificate's Effective Date, his or her coverage will start on the date We approve him or her for coverage.

If Dependent Proof of Insurability is required Subject to the Exception shown below, if Proof Of Insurability is required for dependent benefits, You must send Us the proof We require, and We must approve that proof in writing. Those benefits will then begin on the approved Eligibility Date.

If You must pay part of the cost of dependent coverage, We will not cover You for such coverage until You enroll each of Your dependents, agree to make the required payments, submit Proof Of Insurability and We approve that proof in writing.

Newly Acquired Dependents If You do not pay any part of the cost of dependent coverage, a Newly Acquired Dependent is covered from the date he or she first becomes eligible.

If You must pay part of the cost of dependent coverage, and are already enrolled for dependent child coverage for Your Initial Dependent children, any Newly Acquired Dependent children will be covered as of the date he or she is first eligible.

However, if You were previously eligible to enroll for dependent child coverage and waived coverage or failed to enroll, We will not cover any of Your dependent children until You submit Proof of Insurability and we approve that proof in writing and you make any additional required payments.

B400.6130

All Options

Exception We will postpone the Eligibility Date of a dependent's, other than a newborn child's, coverage if, on that date, he or she is confined to a hospital or other health care facility or home confined.

In that case, We will postpone the Eligibility Date of his or her coverage until the day after the date of his or her discharge from such facility or 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.

B401.2180

All Options

When Dependent Coverage Ends

Dependent coverage ends for all of Your dependents when:

- 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 from this Certificate for all Employees or for Your class.

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

An individual dependent's coverage ends when he or she stops being an eligible dependent. For dependent children the coverage ends at 12:01 A.M. Standard Time for Your place of residence on the date the child attains this Certificate's age limit, or when a step-child is no longer dependent on You for at least 50% of their support and maintenance, or for Your disabled child who has reached the age limit, when he or she is no longer eligible under the Continuing Coverage for Dependent Children Past the Limiting Age provision.

Coverage ends for a Spouse when a marriage is lawfully terminated, and with respect to Voluntary Accidental Death and Dismemberment coverage, it happens at 12:01 A.M. on the date the Spouse reaches age 70 .

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

B400.6132

**EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT
(AD&D) INSURANCE**

B400.6134

Basic Accidental Death and Dismemberment Insurance

B400.6135

We will pay the benefits described below if You suffer an irreversible loss due to an Accident and the Accident occurs while You are insured by this Certificate. The loss also must:

- Be a result of the Accident; and
- Occur within 365 days of the date of the Accident.

Payment Of Benefits We will pay this insurance as soon as We receive written Proof of Loss as shown in the Claims Provisions section of this Certificate.

Payment Of Benefits For Covered Loss of life, We pay the beneficiary of Your Accidental Death and Dismemberment Insurance under the Employer's Policy with Us.

For all other Covered Losses, We pay You if You are living. If You are not living, We pay the beneficiary of Your Term Life coverage under the Employer's Plan with Us.

Subject to all the terms of this Certificate, We pay all benefits in a lump sum as soon as We receive written proof of Covered Loss and proof of claim. This should be sent to Us as soon as possible.

The Beneficiary You decide who receives this benefit when You die. You may designate a beneficiary by doing so in writing on a form and filing the form with the Employer.

You can change Your beneficiary at any time by providing written notice. But, the change will not take effect until We or the Employer records the change.

We will not be liable for any amounts paid before receiving notice of a beneficiary change.

In no event may a beneficiary be changed by a Power of Attorney.

If You named more than one person as a primary beneficiary, but You do not specify what shares each such primary beneficiary is entitled to receive, We will divide the benefits equally among all such named primary beneficiaries who survive You. If someone You named as a primary beneficiary dies before You, that person's share will be divided equally by the primary beneficiaries still alive; unless You have specified otherwise.

If You have named a contingent beneficiary or contingent beneficiaries, We will pay Your contingent beneficiary or contingent beneficiaries, if no primary beneficiary survives You. If there is more than one contingent beneficiary who is eligible for benefits, We will divide the benefits equally among all such named contingent beneficiaries who survive You; unless You have specified otherwise.

If there is no primary or contingent beneficiary or beneficiaries eligible for benefits when You die, We will pay this benefit as follows:

- To Your Spouse;
- If Your Spouse does not survive You, then to Your children who survive You in equal shares;
- If no Spouse or children survive You, then to Your parents who survive You in equal shares;
- If no Spouse, children, or parents survive You, then to then to Your brothers and sisters in equal shares;
- If none of the above parties survive You, then to Your executors or administrators of Your estate.

Payment Of Funeral Expenses We have the option of paying up to \$500 of this benefit to any person who incurred expenses for Your funeral.

B401.2183

All Options

Covered Losses Benefits will be paid only for losses listed in the Table of Covered Losses shown below. Your insurance amount is shown in the Accidental Death and Dismemberment Schedule Of Benefits.

B400.6147

All Options

ACCIDENTAL DEATH AND DISMEMBERMENT

Table Of Covered Losses

Covered Loss	Benefit
Loss of life	100% of Your AD&D insurance amount.
Disappearance	100% of Your AD&D insurance amount.
Loss of a hand	50% of Your AD&D insurance amount. No benefit will be paid if benefits have been paid for "loss of one arm".

Loss of a foot	50% of Your AD&D insurance amount. No benefit will be paid if benefits have been paid for "loss of one leg".
Loss of sight in one eye	50% of Your AD&D insurance amount.
Loss of thumb and index finger of same hand	25% of Your AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a hand" or "loss of one arm".
Loss of four fingers of same hand	25% of Your AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a hand" or "loss of one arm".
Loss of all toes of same foot	25% of Your AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a foot" or "loss of one leg".
Loss of the great toe (hallux)	15% of Your AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a foot" or "loss of one leg".

B400.6143

All Options

As used here:

- "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 sight.
- "Loss of thumb and index finger of same hand" or "Loss of four fingers of same hand" means complete severance at the metacarpophalangeal joints of the same hand.
- "Loss of all toes of same foot" means complete severance at the metatarsalphalangeal joint.
- "Loss of the great toe (hallux)" means complete severance at the metatarsalphalangeal joint.

B400.6149

All Options

Multiple Losses For more than one Covered Loss due to the same Accident, We will pay up to 100% of Your Accidental Death and Dismemberment Insurance amount. We will not pay more than 100% of Your Accidental Death and Dismemberment Insurance amount for all losses due to the same Accident, except as shown under the Common Carrier Benefit, Seatbelt And Airbag Benefits and Repatriation Benefit.

B400.6151

All Options

Repatriation Benefit We pay an extra sum for Covered Loss of life due to an Accident which occurs at least 75 miles from Your home. In that case, We pay up to \$5,000 for costs to prepare and transport Your body to a mortuary chosen by You or an authorized agent. In the event that a Repatriation Benefit is paid under Your Group Term Life Insurance Certificate, no additional benefit will be paid under this Accidental Death and Dismemberment Certificate.

B400.6155

All Options

Exposure If You suffer a Covered Loss shown in the Table of Covered Losses due to an Accidental bodily injury caused by being unavoidably exposed to the elements, We will pay the amount which otherwise applies to the loss. If Covered Loss benefits are deemed payable under Exposure, the Covered Loss benefit is only paid once, not in addition to the Exposure payments.

B400.6156

All Options

Disappearance You will have a presumed Covered Loss due to an Accident if:

- You are riding in a public conveyance that is involved in an Accident;
- As a result of the Accident, the public conveyance is wrecked, sinks, is stranded or disappears;
- Your body is not found within 365 days of the day the Accident; and
- The Accident occurs while You are covered by this Certificate.

If Covered Loss benefits are deemed payable under Disappearance, the Covered Loss benefit is only paid once, not in addition to the Disappearance payments.

B400.6157

All Options

Voluntary Accidental Death and Dismemberment Insurance And Catastrophic Loss Benefits

B400.6140

We will pay the benefits described below if You suffer an irreversible loss due to an Accident and the Accident occurs while You are insured by this Certificate. The loss also must:

- Be a result of the Accident; and
- Occur within 365 days of the date of the Accident.

Payment Of Benefits We will pay this insurance as soon as We receive written Proof of Loss as shown in the Claims Provisions section of this Certificate.

Payment Of Benefits For Covered Loss of life, We pay the beneficiary of Your Voluntary Accidental Death and Dismemberment Insurance under the Employer's Policy with Us.

For all other Covered Losses, We pay You if You are living. If You are not living, We pay the beneficiary of Your Voluntary Term Life coverage under the Employer's Plan with Us.

Subject to all the terms of this Certificate, We pay all benefits in a lump sum as soon as We receive written proof of Covered Loss and proof of claim. This should be sent to Us as soon as possible.

The Beneficiary You decide who receives this benefit when You die. You may designate a beneficiary by doing so in writing on a form and filing the form with the Employer.

You can change Your beneficiary at any time by providing written notice. But, the change will not take effect until We or the Employer records the change.

We will not be liable for any amounts paid before receiving notice of a beneficiary change.

In no event may a beneficiary be changed by a Power of Attorney.

If You named more than one person as a primary beneficiary, but You do not specify what shares each such primary beneficiary is entitled to receive, We will divide the benefits equally among all such named primary beneficiaries who survive You. If someone You named as a primary beneficiary dies before You, that person's share will be divided equally by the primary beneficiaries still alive; unless You have specified otherwise.

If You have named a contingent beneficiary or contingent beneficiaries, We will pay Your contingent beneficiary or contingent beneficiaries, if no primary beneficiary survives You. If there is more than one contingent beneficiary who is eligible for benefits, We will divide the benefits equally among all such named contingent beneficiaries who survive You; unless You have specified otherwise.

If there is no primary or contingent beneficiary or beneficiaries eligible for benefits when You die, We will pay this benefit as follows:

- To Your Spouse;
- If Your Spouse does not survive You, then to Your children who survive You in equal shares;
- If no Spouse or children survive You, then to Your parents who survive You in equal shares;

- If no Spouse, children, or parents survive You, then to then to Your brothers and sisters in equal shares;
- If none of the above parties survive You, then to Your executors or administrators of Your estate.

Payment Of Funeral Expenses We have the option of paying up to \$500 of this benefit to any person who incurred expenses for Your funeral.

B401.2258

All Options

Covered Losses Benefits will be paid only for losses listed in the Table of Covered Losses shown below. Your insurance amount is shown in the Accidental Death and Dismemberment Schedule Of Benefits.

B400.6147

All Options

ACCIDENTAL DEATH AND DISMEMBERMENT

Table Of Covered Losses

Covered Loss	Benefit
Loss of life	100% of Your Voluntary AD&D insurance amount.
Disappearance	100% of Your Voluntary AD&D insurance amount.
Loss of a hand	50% of Your Voluntary AD&D insurance amount. No benefit will be paid if benefits have been paid for "loss of one arm".
Loss of a foot	50% of Your Voluntary AD&D insurance amount. No benefit will be paid if benefits have been paid for "loss of one leg".
Loss of sight in one eye	50% of Your Voluntary AD&D insurance amount.
Loss of thumb and index finger of same hand	25% of Your Voluntary AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a hand" or "loss of one arm".

Loss of four fingers of same hand	25% of Your Voluntary AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a hand" or "loss of one arm".
Loss of all toes of same foot	25% of Your Voluntary AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a foot" or "loss of one leg".
Loss of the great toe (hallux)	15% of Your Voluntary AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a foot" or "loss of one leg".

CATASTROPHIC LOSS BENEFITS

Loss of speech and hearing	100% of Your Voluntary AD&D insurance amount.
Loss of speech or hearing	50% of Your Voluntary AD&D insurance amount.
Quadriplegia	100% of Your Voluntary AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a foot" or "loss of one leg".
Paraplegia	75% of Your Voluntary AD&D insurance amount.
Hemiplegia	50% of Your Voluntary AD&D insurance amount.
Uniplegia	25% of Your Voluntary AD&D insurance amount

Loss of cognitive function	100% of Your Voluntary AD&D insurance amount.
Comatose state, in excess of one month	100% of Your Voluntary AD&D insurance amount.
Loss of one arm or leg	75% of Your Voluntary AD&D insurance amount.
Third degree burns covering 75% or more of the body	75% of Your Voluntary AD&D insurance amount
Third degree burns covering 50% or more but less than 75% of the body	50% of Your Voluntary AD&D insurance amount

B400.6146

All Options

As used here:

- "Loss of cognitive function" means a significant decline or loss in intellectual aptitude. Such loss must result from an Accidental injury. And, it must be supported by clinical proof or standardized tests that precisely measure decline in the areas of:
 - Short term memory;
 - Orientation to time, place and person;
 - Deductive or abstract reasoning; and
 - Judgement as it relates to awareness of safety.
- "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 hearing" means that hearing in both ears is lost entirely.
- "Loss of sight" means total and permanent loss of sight.
- "Loss of thumb and index finger of same hand" or "Loss of four fingers of same hand" means complete severance at the metacarpophalangeal joints of the same hand.
- "Loss of all toes of same foot" means complete severance at the metatarsalphalangeal joint.
- "Loss of the great toe (hallux)" means complete severance at the metatarsalphalangeal joint.

- "Loss of one arm" means the arm is completely severed at or above the elbow.
- "Loss of one leg" means the leg is completely severed at or above the knee.
- "Loss of speech" means that speech is lost entirely.
- "Hemiplegia" means total paralysis of upper and lower limbs, unilaterally.
- "Paraplegia" means total paralysis of both lower limbs.
- "Quadriplegia" means total paralysis of upper and lower limbs, bilaterally.
- "Uniplegia" means paralysis of one arm or one leg

B400.6150

All Options

Multiple Losses For more than one Covered Loss due to the same Accident, We will pay up to 100% of Your Voluntary Accidental Death and Dismemberment Insurance amount. We will not pay more than 100% of Your Voluntary Accidental Death and Dismemberment Insurance amount for all losses due to the same Accident, except as shown under the Common Carrier Benefit, Seatbelt And Airbag Benefits and Repatriation Benefit.

B400.6152

All Options

Repatriation Benefit We pay an extra sum for Covered Loss of life due to an Accident which occurs at least 75 miles from Your home. In that case, We pay up to \$5,000 for costs to prepare and transport Your body to a mortuary chosen by You or an authorized agent. In the event that a Repatriation Benefit is paid under Your Group Term Life Insurance Certificate, no additional benefit will be paid under this Accidental Death and Dismemberment Certificate.

B400.6155

All Options

Exposure If You suffer a Covered Loss shown in the Table of Covered Losses due to an Accidental bodily injury caused by being unavoidably exposed to the elements, We will pay the amount which otherwise applies to the loss. If Covered Loss benefits are deemed payable under Exposure, the Covered Loss benefit is only paid once, not in addition to the Exposure payments.

B400.6156

All Options

Disappearance You will have a presumed Covered Loss due to an Accident if:

- You are riding in a public conveyance that is involved in an Accident;

- As a result of the Accident, the public conveyance is wrecked, sinks, is stranded or disappears;
- Your body is not found within 365 days of the day the Accident; and
- The Accident occurs while You are covered by this Certificate.

If Covered Loss benefits are deemed payable under Disappearance, the Covered Loss benefit is only paid once, not in addition to the Disappearance payments.

B400.6157

All Options

Helmet Benefit If You die as a result of a Motorcycle Accident while properly wearing a Helmet and You are the driver and hold a valid driver's license with a Motorcycle endorsement and We determine an Accidental Death and Dismemberment benefit is payable, We will increase Your benefit by the lesser of:

- 50% of the benefit amount; or
- \$25,000.

We must receive evidence that the Employee's death resulted from a Motorcycle Accident, and that the Employee was wearing a Helmet at the time of the Accident. A copy of the police report is required.

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

Helmet: This term means a protective head covering made of a hard material to resist impact and that conforms to the Department Of Transportation helmet certification.

Motorcycle: This term means a motor vehicle licensed for use on public highways which requires a Motorcycle endorsement on a driver's license to operate the vehicle.

B401.2188

All Options

Workplace Assault If You suffer a Covered Loss due to an Accidental bodily injury caused by a Felonious Act of Violence and We determine that an Accidental Death and Dismemberment Benefit is payable, We will pay a Workplace Assault benefit subject to all the terms below:

- A benefit is payable under the Certificate's Employee Voluntary Accidental Death and Dismemberment and Catastrophic Loss Benefit due to a Covered Loss;
- The Felonious Act of Violence must occur while You are working for Your Employer, at Your Employer's usual place of business, at an alternative work site at the direction of Your Employer, including Your home or a location to which the job requires You to travel;
- The loss did not occur while You were committing a felonious act; and

- The Felonious Act of Violence was not committed by members of Your family or household.

What We Pay: Subject to all the terms of this Certificate, the Workplace Assault Benefit pays the lesser of: (a) 10% of the benefit amount; or (b) \$25,000.

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

- **A Felonious Act of Violence:** This term includes but is not limited to robbery, theft, hijacking, assault and battery, sniping, murder or civil disturbance. The Workplace Assault benefit is subject to all the exclusions under the Accidental Death and Dismemberment benefit, including act of war language.

B401.2189

All Options

Rehabilitation Benefit If You suffer a Covered Loss other than loss of life due to an Accidental bodily injury and We determine an Accidental Death and Dismemberment Benefit is payable, We will pay a Rehabilitation Benefit subject to all of the terms below:

- A benefit is payable under this Certificate's Employee Voluntary Accidental Death and Dismemberment and Catastrophic Loss Benefit due to a Covered Loss other than loss of life;
- You require rehabilitative training, for which there is an Incurred Expense, due to Your Accidental bodily injury;
- You are trained for another occupation because You cannot perform Your occupation due to the Accidental bodily injury; and
- The expense is incurred within one year of the date of the Accident.

What We Pay: Subject to all the terms of this Certificate, the Rehabilitation Benefit pays the lesser of:

- The expense incurred for rehabilitative training; or
- 5% of the benefit amount payable for the Covered Loss; or
- \$2,500. We pay this benefit in arrears, upon receipt of incurred expense for training. Proof must be submitted within 90 days of the Incurred Expense.

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

Incurred Expense: This term means the actual cost of the

- Training; and
- Materials needed for the training.

B400.6170

All Options

Adaptive Home & Vehicle Benefit

If You suffer a Covered Loss other than loss of life due to an Accidental bodily injury and We determine that an Accidental Death and Dismemberment Benefit is payable, We will pay an Adaptive Home and Vehicle Benefit subject to all of the terms below:

- A benefit is payable under this Certificate's Employee Voluntary Accidental Death and Dismemberment and Catastrophic Loss Benefit due to a Covered Loss other than loss of life; and
- The home alteration must be:
 - Made to Your principal residence;
 - Made by a licensed contractor that is not You, Your Spouse, child, parent, sibling or business associate; and
 - Reasonable based on Your residual capabilities; and
- The vehicle modification must be:
 - Made to Your Private Automobile; and
 - Carried out by a licensed technician that is not You, Your Spouse, child, parent, sibling or business associate; and
 - Approved by the Motor Vehicle Department; and
- The expense is incurred within one year of the date of the Accident.

What We Pay: Subject to all the terms of this Policy, the Adaptive Home and Vehicle Benefit pays the lesser of:

- 5% of the Insurance Amount; or
- \$2,500; or
- The actual one-time cost.

We pay this benefit in arrears, upon receipt of incurred expense for the alteration or modification. Proof must be submitted within 90 days of the incurred expense.

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

Incurred Expense: This term means the actual cost (materials and labor) of the alteration and modification.

Private Automobile: This term means a four-wheeled, private passenger car, station wagon, pick-up truck, van or jeep-type automobile which is not being used as a public conveyance.

B400.6161

Spousal Education And Retraining Benefit

If You suffer a Specified Loss due to an Accidental bodily injury, We will pay a Spousal Education and Retraining Benefit subject to all of the terms shown below.

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

- **Hemiplegia:** This term means total paralysis of upper and lower limbs, unilaterally.
- **Institute Of Higher Learning:** This term includes, but is not limited to:
 - Universities;
 - Colleges;
 - Trade schools; and
 - Professional schools.

It does not include graduate level programs.

- **Loss Of Cognitive Function:** This term means a significant decline or loss in intellectual aptitude. Such loss must result from an Accidental injury. And, it must be supported by clinical proof or standardized tests that precisely measure decline in the areas of:
 - Short term memory;
 - Orientation to time, place and person;
 - Deductive or abstract reasoning; and
 - Judgment as it relates to awareness of safety.
- **Net Tuition Expense:** This term means Tuition Expense less any scholarships or grants to which the Spouse is entitled.
- **Paraplegia:** This term means total paralysis of both lower limbs.
- **Quadriplegia:** This term means total paralysis of upper and lower limbs, bilaterally.
- **Specified Loss:** This term means:
 - Loss of life;
 - A comatose state which lasts for a period in excess of one month;
 - Spinal cord injury which results in Hemiplegia, Paraplegia or Quadriplegia; or
 - Severe head injury which results in Loss of Cognitive Function.

- **Tuition Expense:** This term means charges incurred for courses or lab fees. It does not include:
 - Cost of books;
 - Cost of other related course materials;
 - Student activity fees; or
 - Room and board.

When And How The Spousal Education And Retraining Benefit Begins

We will pay a Spousal Education and Retraining Benefit when all of the conditions shown below are met:

- A benefit is payable under this Certificate's Voluntary Accidental Death and Dismemberment and Catastrophic Loss Insurance due to a Specified Loss;
- You and Your Spouse share the same place of residence on the date of the Accidental injury which results in the Specified Loss; and
- We receive proof of Your enrollment in an Institute Of Higher Learning. You must:
 - Be enrolled on the date of the Accidental injury which results in the Specified Loss; or
 - Enroll within 12 months of that date.

What We Pay

Subject to all the terms of this Policy, this benefit per academic term will be equal to the lesser of:

- Your Net Tuition Expense for the term;
- 5% of the Voluntary Accidental Death and Dismemberment and Catastrophic Loss Insurance Benefit paid as a result of the Specified Loss; and
- \$2,500 And, this benefit is subject to a lifetime maximum of \$20,000.

We pay this benefit to the person who has primary responsibility for these expenses.

This benefit is paid per academic term. The maximum number of benefit payments is based on whether You are enrolled in a part-time or full-time course of study. For full-time study, the maximum number of benefit payments is eight. For part-time study, the maximum number of benefit payments is four.

Continued Eligibility For The Spousal Education And Retraining Benefit

We require periodic proof of Your continued enrollment in an Institute Of Higher Learning. And, You must maintain a grade point average of at least 2.0 on a 4.0 scale, or its equivalent. We also require proof, per academic term of:

- Your Tuition Expenses; and
- Any scholarships and grants to which You are entitled.

**When The Spousal
Education And
Retraining Benefit
Ends**

This benefit ends on the earliest of the dates shown below:

- The date You are no longer enrolled in an Institute Of Higher Learning;
- The date You fail to maintain a minimum grade point average as shown above;
- The date You fail to furnish any required proof as shown above;
- The date the lifetime maximum benefit is paid; and
- The date the maximum number of benefit payments have been made.

If you die as a result of an Accidental bodily injury and the Spousal Education and Retraining benefit is in effect on the date You die and there is no qualified dependent Spouse who could qualify for this benefit, we will pay a one time benefit of \$500 to the beneficiary in one sum.

B400.6169

All Options

Dependent Child Education Benefit

If You suffer a Specified Loss due to an Accidental bodily injury, We will pay a Dependent Child Education Benefit on behalf of a Qualified Dependent Child subject to all of the terms shown below.

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

- **Hemiplegia:** This term means total paralysis of upper and lower limbs, unilaterally.
- **Institute Of Higher Learning:** This term includes, but is not limited to:
 - Universities;
 - Colleges;
 - Trade schools; and
 - Professional schools.

It does not include graduate level programs

- **Loss Of Cognitive Function:** This term means a significant decline or loss in intellectual aptitude. Such loss must result from an Accidental injury. And, it must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (1) short term memory; (2) orientation to time, place and person; (3) deductive or abstract reasoning; and (4) judgement as it relates to awareness of safety.
- **Net Tuition Expense:** This term means Tuition Expense less any scholarships or grants to which the dependent child is entitled.
- **Paraplegia:** This term means total paralysis of both lower limbs.

- **Quadriplegia:** This term means total paralysis of upper and lower limbs, bilaterally.
- **Qualified Dependent Child:** This term means a child who is:
 - Your biological child, lawfully adopted child, stepchild, or any other child who is living with You in a regular parent-child relationship; and
 - Dependent on You for his or her chief support and maintenance.
- **Specified Loss:** This term means:
 - Loss of life;
 - A comatose state which lasts for a period in excess of one month;
 - Spinal cord injury which results in Hemiplegia, Paraplegia or Quadriplegia; or
 - Severe head injury which results in Loss of Cognitive Function.
- **Tuition Expense:** This term means charges incurred for courses or lab fees. It does not include:
 - Cost of books;
 - Cost of other related course materials;
 - Student activity fees; or
 - Room and board.

**When And How The
Dependent Child
Education Benefit
Begins**

We will pay a dependent child education benefit when all of the conditions shown below are met:

- A benefit is payable under this Certificate's Voluntary Accidental Death and Dismemberment and Catastrophic Loss Insurance due to a Specified Loss;
- On the date of the Accidental injury which results in the Specified Loss, the Qualified Dependent Child must be 22 years of age or younger; and
- We receive proof of the Qualified Dependent Child's enrollment in an Institute Of Higher Learning. He or she must be a full-time student, as defined by the institute. And, he or she must:
 - Be enrolled on the date of the Accidental injury which results in the Specified Loss; or
 - Be in the 12th grade and enroll within 12 months of that date.

What We Pay

Subject to all the terms of this Policy, this benefit per academic term will be equal to the lesser of:

- The Qualified Dependent Child's Net Tuition Expense for the term;

- 5% of the Voluntary Accidental Death and Dismemberment and Catastrophic Loss Insurance Benefit paid as a result of the Specified Loss; and
- \$2,500 And, this benefit is subject to a lifetime maximum of \$20,000.

We pay this benefit to the person who has primary responsibility for these expenses.

This benefit is paid per academic term. The maximum number of benefit payments is eight.

**Continued Eligibility
For The Dependent
Child Education
Benefit**

We require periodic proof that a child remains a Qualified Dependent Child as shown above. We also require proof, per academic term of:

- His or her Tuition Expenses; and
- Any scholarships and grants to which he or she is entitled.

**When The
Dependent Child
Education Benefit
Ends**

This benefit ends on the earliest of the dates shown below:

- The date the child is no longer a Qualified Dependent Child as shown above;
- The date the child is no longer enrolled in an Institute Of Higher Learning;
- The date the child fails to furnish any required proof as shown above;
- The date the lifetime maximum benefit is paid; and
- The date the maximum number of benefit payments have been made.
- The end of a period of six years from the date the first child education benefit payment is made.

If you die as a result of an Accidental bodily injury and the Dependent Child Education benefit is in effect on the date You die and there is no Qualified Dependent Child who could qualify for this benefit, we will pay a one time benefit of \$500 to the beneficiary in one sum.

B400.6173

All Options

Day Care Expense Benefit

If You suffer a Specified Loss due to an Accidental bodily injury, We will pay a Day Care Expense Benefit subject to all of the terms shown below.

Definitions

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

- **Hemiplegia:** This term means total paralysis of upper and lower limbs, unilaterally.

- **Loss Of Cognitive Function:** This term means a significant decline or loss in intellectual aptitude. Such loss must result from an Accidental injury. And, it must be supported by clinical proof or standardized tests that precisely measure decline in the areas of:
 - Short term memory;
 - Orientation to time, place and person;
 - Deductive or abstract reasoning; and
 - Judgement as it relates to awareness of safety.
- **Paraplegia:** This term means total paralysis of both lower limbs.
- **Quadriplegia:** This term means total paralysis of upper and lower limbs, bilaterally.
- **Qualified Day Care Program:** This term means a program of child care which:
 - Is provided in a facility that is licensed as a day care center or is operated by a licensed day care provider; and
 - Charges a fee for the care of children.

The term does not include child care provided by a:

- Parent;
- Stepparent;
- Grandparent;
- Sibling;
- Aunt; or
- Uncle.
- **Qualified Dependent Child:** This term means a child who is:
 - Your biological child, lawfully adopted child, stepchild, or any other child who is living with You in a regular parent-child relationship; and
 - Dependent on You for his or her chief support and maintenance.
- **Specified Loss:** This term means:
 - Loss of life
 - A comatose state which lasts for a period in excess of one month;
 - Spinal cord injury which results in Hemiplegia, Paraplegia or Quadriplegia; or
 - Or severe head injury which results in Loss of Cognitive Function.

When And How The Day Care Expense Benefit Begins We will pay a day care expense benefit when all of the conditions shown below are met:

- A benefit is payable under this Certificate's Voluntary Accidental Death and Dismemberment and Catastrophic Loss due to a Specified Loss;
- On the date of the Accidental injury which results in the Specified Loss, the Qualified Dependent Child must be under the age of seven of age or younger; and
- We receive proof of the Qualified Dependent Child's enrollment in a Qualified Day Care Program. His or her enrollment must start within 12 months of the date of the Accidental injury which results in the Specified Loss.

What We Pay Subject to all the terms of this Policy, this benefit will be equal to the lesser of:

- \$10,000 per year; and
- The actual yearly day care expenses for all of Your Qualified Dependent Children.

If this benefit is payable as both an Employee Accidental Death and Dismemberment Benefit and a Dependent Accidental Death and Dismemberment Benefit under this Certificate, the total benefit paid will not exceed the yearly day care expenses for all of Your Qualified Dependent Children.

We pay this benefit to the person who has primary responsibility for these expenses.

Continued Eligibility For The Day Care Expense Benefit We require periodic proof:

- That a child remains enrolled in a Qualified Day Care Program; and
- Of the child's day care expenses.

When The Day Care Expense Benefit Ends This benefit ends on the earliest of the dates shown below:

- The date the child is no longer a Qualified Dependent Child as shown above;
- The date the child is no longer enrolled in a Qualified Day Care Program;
- The date We do not receive any required proof as shown above; and
- The end of a period of four years from the date the first day care expense benefit was paid.

If you die as a result of an Accidental bodily injury and the Day Care Expense benefit is in effect on the date You die and there is no Qualified Dependent Child who could qualify for this benefit, we will pay a one time benefit of \$500 to the beneficiary in one sum.

B400.6176

All Options

**DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT
(AD&D) INSURANCE**

B400.6177

All Options

**Dependent Voluntary Accidental Death and
Dismemberment Insurance**

B400.6178

All Options

We will pay the benefits described below if a covered dependent suffers an irreversible loss due to an Accident that occurs while he or she is insured under this Certificate. The loss must: (1) be a result of the Accident; and (2) occur within 365 days of the date of the Accident.

B401.2191

All Options

Payment Of Benefits For all Covered Losses, We pay You, if You are living. If You are not living, We will pay this benefit as follows:

If the dependent was Your Spouse, We will pay this benefit in equal shares to the first eligible party or parties in the following order:

- To Your Spouses estate;
- To Your Spouses children in equal shares;
- If no children survive him or her, then to his or her parents in equal shares;
- If no children, or parents survive him or her, then to then to his or her brothers and sisters in equal shares;
- If none of the above parties survive Your Spouse, then to the executors or administrators of Your estate.

If the dependent was Your child, we will pay this benefit in equal shares to the first eligible party or parties in the following order:

- Your childs custodial parent(s);
- If no custodial parent survives him or her, then to Your parents;
- If no custodial parent or Your parents survive him or her, then to Your childs estate;

- If none of the above parties survive him or her and no estate exists, then to the executors or administrators of Your estate;
- If none of the above parties survive him or her, and no estates exist, then to Your child's siblings.

Payment of Funeral Expenses We have the option of paying up to \$500 of this benefit to any person who incurred expenses for your dependent's funeral.

B400.6184

All Options

ACCIDENTAL DEATH AND DISMEMBERMENT

Covered Losses Benefits will be paid only for losses listed in the Table of Covered Losses shown below. Your covered dependent's insurance amount is shown in the Accidental Death and Dismemberment Schedule Of Benefits.

Table Of Covered Losses

Covered Loss	Benefit
Loss of life	100% of the Voluntary AD&D insurance amount.
Disappearance	100% of the Voluntary AD&D insurance amount.
Loss of a hand	50% of the Voluntary AD&D insurance amount. No benefit will be paid if benefits have been paid for "loss of one arm".
Loss of a foot	50% of the Voluntary AD&D insurance amount. No benefit will be paid if benefits have been paid for "loss of one leg".
Loss of sight in one eye	50% of the Voluntary AD&D insurance amount.
Loss of thumb and index finger of same hand	25% of the Voluntary AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a hand" or "loss of one arm".

Loss of four fingers of same hand	25% of the Voluntary AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a hand" or "loss of one arm".
Loss of all toes of same foot	25% of the Voluntary AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a foot" or "loss of one leg".
Loss of the great toe (hallux)	15% of the Voluntary AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a foot" or "loss of one leg".

CATASTROPHIC LOSS BENEFITS

Quadriplegia	100% of the Voluntary AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a foot" or "loss of one leg".
Hemiplegia	50% of the Voluntary AD&D insurance amount.
Paraplegia	75% of the Voluntary AD&D insurance amount.
Uniplegia	25% of the Voluntary AD&D insurance amount
Comatose state, in excess of one month	100% of the Voluntary AD&D insurance amount.
Loss of cognitive function	100% of the Voluntary AD&D insurance amount.

Loss of speech and hearing	100% of the Voluntary AD&D insurance amount.
Loss of speech or hearing	50% of the Voluntary AD&D insurance amount.
Loss of one arm or leg	75% of the Voluntary AD&D insurance amount.
Third degree burns covering 75% or more of the body	75% of the Voluntary AD&D insurance amount
Third degree burns covering 50% or more but less than 75% of the body	50% of the Voluntary AD&D insurance amount

B400.6186

All Options

As used here:

- "Loss of cognitive function" means a significant decline or loss in intellectual aptitude. Such loss must result from an Accidental injury. And, it must be supported by clinical proof or standardized tests that precisely measure decline in the areas of:
 - Short term memory;
 - Orientation to time, place and person;
 - Deductive or abstract reasoning; and
 - Judgment as it relates to awareness of safety.
- "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 all toes of same foot means complete severance at the metatarsalphalangeal joint.
- Loss of the great toe (hallux) means complete severance at the metatarsalphalangeal joint.
- Loss of one arm means the arm is completely severed at or above the elbow.
- Loss of one leg means the leg is completely severed at or above the knee.
- "Loss of hearing" means that hearing in both ears is lost entirely.

- "Loss of sight" means total and permanent loss of sight.
- "Loss of speech" means that speech is lost entirely.
- Loss of thumb and index finger of same hand or Loss of four fingers of same hand means complete severance at the metacarpophalangeal joints of the same hand.
- Loss of all toes of same foot means complete severance at the metatarsalphalangeal joint.
- "Hemiplegia" means total paralysis of upper and lower limbs, unilaterally.
- "Paraplegia" means total paralysis of both lower limbs.
- "Quadriplegia" means total paralysis of upper and lower limbs, bilaterally.
- Uniplegia means total paralysis of one arm or one leg.

B400.6188

All Options

Multiple Losses For more than one Covered Loss due to the same Accident, We will pay up to 100% of the covered dependent's Voluntary Accidental Death and Dismemberment Insurance amount. We will not pay more than 100% of his or her Voluntary Accidental Death and Dismemberment Insurance amount for all losses due to the same Accident, except as shown under the Common Carrier Benefit, Seatbelt And Airbag Benefits and Repatriation Benefit.

B400.6189

All Options

Repatriation Benefit We pay an extra sum for Covered Loss of life due to an Accident which occurs at least 75 miles from the covered dependent's home. In that case, We pay up to \$5,000 for costs to prepare and transport his or her body to a mortuary chosen by You.

B400.7168

All Options

Exposure If the covered dependent suffers a Covered Loss shown in the Table of Covered Losses due to an Accidental bodily injury caused by being unavoidably exposed to the elements, We will pay the amount which otherwise applies to the loss.

If Covered Loss benefits are deemed payable under Exposure, the Covered Loss benefit is only paid once, not in addition to the Exposure payment.

B400.7169

All Options

Disappearance The covered dependent will have a presumed Accidental bodily injury due to an Accident if:

- The covered dependent is riding in a public conveyance that is involved in an Accident;
- As a result of the Accident, the public conveyance is wrecked, sinks, is stranded or disappears;
- The covered dependent's body is not found within 365 days of the day the Accident; and
- The Accident occurs while the covered dependent is covered by this policy.

If Covered Loss benefits are deemed payable under Disappearance, the Covered Loss benefit is only paid once, not in addition to the Disappearance payment.

B400.7170

All Options

Helmet Benefit If the covered dependent dies as a result of a Motorcycle Accident while properly wearing a Helmet and he or she held a valid driver's license with a Motorcycle endorsement and We determine an Accidental Death and Dismemberment Benefit is payable, We will increase the benefit by the lesser of:

- 25% of the benefit amount; or
- \$25,000.

We must receive evidence that the covered dependent's death resulted from a Motorcycle Accident, and that the covered dependent was wearing a Helmet at the time of the Accident. A copy of the police report is required.

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

Helmet: This term means a protective head covering made of a hard material to resist impact and that conforms to the Department of Transportation helmet certification.

Motorcycle: This term means a motor vehicle licensed for use on public highways which requires a Motorcycle endorsement on a driver's license to operate the vehicle.

B401.2192

All Options

Rehabilitation Benefit If the covered dependent suffers a Covered Loss other than loss of life due to an Accidental bodily injury and We determine an Accidental Death and Dismemberment Benefit is payable, We will pay a Rehabilitation Benefit subject to all of the terms below:

- A benefit is payable under this Certificate's Dependent Basic Accidental Death and Dismemberment and Catastrophic Loss Benefit due to a Covered Loss other than loss of life;
- Rehabilitative training is required, for which there is an Incurred Expense, due to the covered dependents Accidental bodily injury;
- The covered dependent is trained for another occupation because he or she cannot perform his or her occupation due to the Accidental bodily injury; and
- The expense is incurred within one year of the date of the Accident.

What We Pay Subject to all the terms of this Certificate, the Rehabilitation Benefit pays the lesser of:

- The expense incurred for rehabilitative training; or
- 5% of the benefit amount payable for the Covered Loss; or
- \$2,500.

We pay this benefit in arrears, upon receipt of incurred expense for training. Proof must be submitted within 90 days of the incurred expense.

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

Incurred Expense This term means the actual cost of the (a) training; and (b) materials needed for the training.

B400.7172

All Options

Adaptive Home And Vehicle Benefit If the covered dependent suffers a Covered Loss other than loss of life due to an Accidental bodily injury and We determine that an Accidental Death and Dismemberment Benefit is payable, We will pay an Adaptive Home and Vehicle Benefit subject to all of the terms below:

- A benefit is payable under this Certificate's Dependent Basic Accidental Death and Dismemberment and Catastrophic Loss Benefit due to a Covered Loss other than loss of life;
- The home alteration must be:
 - Made to the covered dependent's principal residence;
 - Made by a licensed contractor that is not You, Your Spouse, child, parent, sibling or business associate; and
 - Reasonable based on Your residual capabilities;

- The vehicle modification must be:
 - Made to the covered dependent's Private Automobile; and
 - Carried out by a licensed technician that is not You, Your Spouse, child, parent, sibling or business associate; and
 - Approved by the Motor Vehicle Department; and
- The expense is incurred within one year of the date of the Accident.

What We Pay Subject to all the terms of this Certificate, the Adaptive Home and Vehicle Benefit pays the lesser of:

- 5% of the Insurance Amount;
- \$2,500; or
- The actual one-time cost.

We pay this benefit in arrears, upon receipt of the incurred expense for the alteration or modification. Proof must be submitted within 90 days of the incurred expense.

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

Incurred Expense: This term means the actual cost (materials and labor) of the alteration and modification.

Private Automobile: means a four-wheeled, private passenger car, station wagon, pick-up truck, van or jeep-type automobile which is not being used as a public conveyance.

B400.7173

All Options

Spousal Education And Retraining Benefit

If Your covered Spouse suffers a Specified Loss due to an Accidental bodily injury, We will pay You a spousal education and retraining benefit subject to all of the terms shown below.

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

- **Hemiplegia:** This term means total paralysis of upper and lower limbs, unilaterally.
- **Institute Of Higher Learning:** This term includes, but is not limited to:
 - Universities;
 - Colleges;
 - Trade schools; and

- Professional schools.

It does not include graduate level programs.

- **Loss Of Cognitive Function:** This term means a significant decline or loss in intellectual aptitude. Such loss must result from an Accidental injury. And, it must be supported by clinical proof or standardized tests that precisely measure decline in the areas of:
 - Short term memory;
 - Orientation to time, place and person;
 - Deductive or abstract reasoning; and
 - Judgement as it relates to awareness of safety.
- **Net Tuition Expense:** This term means Tuition Expense less any scholarships or grants to which the You are entitled.
- **Paraplegia:** This term means total paralysis of both lower limbs.
- **Quadriplegia:** This term means total paralysis of upper and lower limbs, bilaterally.
- **Specified Loss:** This term means:
 - Loss of life;
 - A comatose state which lasts for a period in excess of one month;
 - Spinal cord injury which results in Hemiplegia, Paraplegia or Quadriplegia or
 - Severe head injury which results in Loss of Cognitive Function.
- **Tuition Expense:** This term means charges incurred for courses or lab fees. It does not include:
 - Cost of books;
 - Cost of other related course materials;
 - Student activity fees; or
 - Room and board.

When And How The Spousal Education And Retraining Benefit Begins

We will pay a spousal education and retraining benefit when all of the conditions shown below are met:

- A benefit is payable under this Certificate's Dependent Voluntary Accidental Death and Dismemberment and Catastrophic Loss Insurance due to a Specified Loss;
- You and Your Spouse share the same place of residence on the date of the Accidental injury which results in the Specified Loss; and
- We receive proof of Your enrollment in an Institute Of Higher Learning. You must: (a) be enrolled on the date of the Accidental injury which results in the Specified Loss; or (b) enroll within 12 months of that date.

What We Pay Subject to all the terms of this Certificate, this benefit per academic term will be equal to the lesser of:

- Your Net Tuition Expense for the term;
- 5% of the Dependent Voluntary Accidental Death and Dismemberment and Catastrophic Loss Insurance Benefit paid as a result of the Specified Loss; and
- \$2,500

And, this benefit is subject to a lifetime maximum of \$20,000

We pay this benefit to the person who has primary responsibility for these expenses.

This benefit is paid per academic term. The maximum number of benefit payments is based on whether You are enrolled in a part-time or full-time course of study. For full-time study, the maximum number of benefit payments is eight. For part-time study, the maximum number of benefit payments is four.

Continued Eligibility For The Spousal Education And Retraining Benefit We require periodic proof of Your continued enrollment in an Institute Of Higher Learning. And, You must maintain a grade point average of at least 2.0 on a 4.0 scale, or its equivalent. We also require proof, per academic term of:

- Your Tuition Expenses; and
- Any scholarships and grants to which You are entitled.

When The Spousal Education And Retraining Benefit Ends This benefit ends on the earliest of the dates shown below:

- The date You are no longer enrolled in an Institute Of Higher Learning;
- The date You fail to maintain a minimum grade point average as shown above;
- The date You fail to furnish any required proof as shown above;
- The date the lifetime maximum benefit is paid; and
- The date the maximum number of benefit payments have been made.

B400.7174

All Options

Dependent Child Education Benefit

If Your covered Spouse suffers a Specified Loss due to an Accidental bodily injury, We will pay you a Dependent Child Education Benefit on behalf of a Qualified Dependent Child subject to all of the terms shown below.

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

- **Hemiplegia:** This term means total paralysis of upper and lower limbs, unilaterally.
- **Institute Of Higher Learning:** This term includes, but is not limited to:
 - Universities;
 - Colleges;
 - Trade schools; and
 - Professional schools

It does not include graduate level programs.

- **Loss Of Cognitive Function:** This term means a significant decline or loss in intellectual aptitude. Such loss must result from an Accidental injury. And, it must be supported by clinical proof or standardized tests that precisely measure decline in the areas of:
 - Short term memory;
 - Orientation to time, place and person;
 - Deductive or abstract reasoning; and
 - Judgement as it relates to awareness of safety.
- **Net Tuition Expense:** This term means Tuition Expense less any scholarships or grants to which the Qualified Dependent Child is entitled.
- **Paraplegia:** This term means total paralysis of both lower limbs.
- **Quadriplegia:** This term means total paralysis of upper and lower limbs, bilaterally.
- **Qualified Dependent Child:** This term means a child who is:
 - Your biological child, lawfully adopted child, stepchild, or any other child who is living with You in a regular parent-child relationship;
 - Dependent on You for his or her chief support and maintenance.
- **Specified Loss:** This term means:
 - Loss of life;
 - A comatose state which lasts for a period in excess of one month;
 - Spinal cord injury which results in Hemiplegia, Paraplegia or Quadriplegia; or
 - Severe head injury which results in Loss of Cognitive Function.
- **Tuition Expense:** This term means charges incurred for courses or lab fees. It does not include:
 - Cost of books;

- Cost of other related course materials;
- Student activity fees; or
- Room and board.

**When And How The
Dependent Child
Education Benefit
Begins**

We will pay a Dependent Child Education Benefit when all of the conditions shown below are met:

- A benefit is payable under this Certificate's Dependent Voluntary Accidental Death and Dismemberment and Catastrophic Loss Insurance due to a Specified Loss;
- On the date of the Accidental injury which results in the Specified Loss, the Qualified Dependent Child must be 22 years of age or younger; and
- We receive proof of the Qualified Dependent Child's enrollment in an Institute Of Higher Learning. He or she must be a full-time student, as defined by the institute. And, he or she must:
 - Be enrolled on the date of the Accidental injury which results in the Specified Loss; or
 - Be in the 12th grade and enroll within 12 months of that date.

What We Pay

Subject to all the terms of this Certificate, this benefit per academic term will be equal to the lesser of:

- The Qualified Dependent Child's Net Tuition Expense for the term;
- 5% of the Dependent Voluntary Accidental Death and Dismemberment and Catastrophic Loss Insurance benefit paid as a result of the Specified Loss; and
- \$2,500 And, this benefit is subject to a lifetime maximum of \$20,000

We pay this benefit to the person who has primary responsibility for these expenses.

This benefit is paid per academic term. The maximum number of benefit payments is eight.

**Continued Eligibility
For The Dependent
Child Education
Benefit**

We require periodic proof that a child remains a Qualified Dependent Child as shown above. We also require proof, per academic term of:

- His or her Tuition Expenses; and
- Any scholarships and grants to which he or she is entitled.

**When The
Dependent Child
Education Benefit
Ends**

This benefit ends on the earliest of the dates shown below:

- The date the child is no longer a Qualified Dependent Child as shown above;
- The date the child is no longer enrolled in an Institute Of Higher Learning;
- The date the child fails to furnish any required proof as shown above;

- The date the lifetime maximum benefit is paid; and
- The date the maximum number of benefit payments have been made.
- The end of a period of six years from the date the first child education benefit is made.

B400.7175

All Options

Day Care Expense Benefit

If Your covered Spouse suffers a Covered Loss due to an Accidental bodily injury, We will pay you a Day Care Expense Benefit subject to all of the terms shown below.

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

- **Hemiplegia:** This term means total paralysis of upper and lower limbs, unilaterally.
- **Loss Of Cognitive Function:** This term means a significant decline or loss in intellectual aptitude. Such loss must result from an Accidental injury. And, it must be supported by clinical proof or standardized tests that precisely measure decline in the areas of:
 - Short term memory;
 - Orientation to time, place and person;
 - Deductive or abstract reasoning; and
 - Judgement as it relates to awareness of safety.
- **Paraplegia:** This term means total paralysis of both lower limbs.
- **Quadriplegia:** This term means total paralysis of upper and lower limbs, bilaterally.
- **Qualified Day Care Program:** This term means a program of child care which:
 - Is provided in a facility that is licensed as a day care center or is operated by a licensed day care provider; and
 - charges a fee for the care of children. The term does not include child care provided by a:
 - Parent;
 - Stepparent;
 - Grandparent;
 - Sibling;
 - Aunt; or

- Uncle.

- **Qualified Dependent Child:** This term means a child who is:

- Your biological child, lawfully adopted child, stepchild, or any other child who is living with You in a regular parent-child relationship; and
- Dependent on You for his or her chief support and maintenance.

- **Specified Loss:** This term means:

- Loss of life;
- A comatose state which lasts for a period in excess of one month;
- Spinal cord injury which results in Hemiplegia, Paraplegia or Quadriplegia; or
- Severe head injury which results in Loss of Cognitive Function.

**When And How The
Day Care Expense
Benefit Begins**

We will pay a Day Care Expense Benefit when all of the conditions shown below are met:

- A benefit is payable under this Certificate's Dependent Voluntary Accidental Death and Dismemberment and Catastrophic Loss Insurance due to a Specified Loss;
- On the date of the Accidental injury which results in the Specified Loss, the Qualified Dependent Child must be under the age of seven or younger; and
- We receive proof of the Qualified Dependent Child's enrollment in a Qualified Day Care Program. His or her enrollment must start within 12 months of the date of the Accidental injury which results in the Specified Loss.

What We Pay

Subject to all the terms of this Certificate, this benefit will be equal to the lesser of:

- \$10,000 per year; and
- The actual yearly day care expenses for all of Your Qualified Dependent Children.

If this benefit is payable as both an Employee Accidental Death and Dismemberment Benefit and a Dependent Accidental Death and Dismemberment Benefit under this Certificate, the total benefit paid will not exceed the yearly day care expenses for all of Your Qualified Dependent Children.

We pay this benefit to the person who has primary responsibility for these expenses.

**Continued Eligibility
For The Day Care
Expense Benefit**

We require periodic proof:

- That a child remains enrolled in a Qualified Day Care Program; and
- Of the child's day care expenses.

**When The Day Care
Expense Benefit
Ends**

This benefit ends on the earliest of the dates shown below:

- The date the child is no longer a Qualified Dependent Child as shown above;
- The date the child is no longer enrolled in a Qualified Day Care Program;
- The date We do not receive any required proof as shown above; and
- The end of a period of four years from the date the first day care expense benefit was paid.

B400.7176

CLAIM PROVISIONS

Administration: We have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine Your eligibility for benefits under this Plan.

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 proofs of loss.
- Consider and interpret the terms of this Plan 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 Plan and applicable California 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 of Claim: Written notice of intent to file a claim under this Certificate must be sent to Us within 20 days of the date of the loss, or as soon thereafter as is reasonably possible. This Notice should include the name of the insured and the Policy number. If the claim is being made for any other Covered Person, his or her name should also be shown. For details, You can call Us at 1-800-525-4542.

Claim Forms: We will furnish forms for filing proof of death within 15 days of receipt of Notice. If we do not furnish the forms on time, We will accept a written Notice and adequate proof of death that is the basis of the claim as Proof of Loss.

Proof of Loss: You must send written Proof of Loss to Our designated office within 90 days of the loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of Your legal capacity, later than one year from the time proof is otherwise required.

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

The Guardian Life Insurance Company of America

Group Life Claims Department

P.O. Box 981573

El Paso, TX 79998-1573

Time of Payment of Claim: We will pay the Group Accidental Death & Dismemberment Insurance Benefit immediately upon receipt of written Proof of Loss.

Legal Actions: No legal action against Guardian related to 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 date of the final benefit determination.

B401.2193

All Options

DEFINITIONS

This section defines certain terms appearing in Your Certificate.

B400.7183

All Options

Accident This term means an unexpected event or occurrence, which results in bodily injury or death while a Covered Person is insured by this Certificate. The term Accident does not include a Sickness.

B401.2194

All Options

Active Work or Actively At Work These terms mean You are able to perform, and are performing, all of the regular duties of Your work for the Employer 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.

B400.7186

All Options

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

B400.7188

All Options

Covered Loss This term means loss due to an Accident while a Covered Person is insured by this Certificate and as outlined in the Table of Covered Losses.

B400.7189

All Options

Covered Person This term means the Employee and dependents who are insured by this Certificate.

B400.7190

All Options

Domestic Partner This term means Your domestic partner who is registered with the California Secretary of State.

B401.2196

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 Certificate as requested by the Policyholder and approved by Us and in force and effect as stated on the cover page of the Certificate of Coverage.

B400.7192

All Options

Eligibility Date This term means the earliest date a Covered Person is eligible for coverage under this Certificate, and he or she has satisfied all requirements for coverage to begin, as required by this Certificate.

- For Employee coverage, this term means the earliest date You are eligible for coverage under this Certificate.
- For an Employee in Active Work who had 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 plan 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 approval by Us in writing of any coverage for which You were required to provide Proof of Insurability.

For dependent coverage, this term means the earliest date on which:

- You have Initial Dependents; and
- Are eligible for dependent coverage.

B400.7193

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 eligibility requirements are met.

B400.7195

All Options

Employer This term means EK HEALTH SERVICES INC. .

B400.7196

All Options

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

B400.7197

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.

B401.3005

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.

B400.7199

All Options

Legally Intoxicated "Intoxicated" means that the Covered Person's blood alcohol content meets or exceeds the percentage or amount of blood alcohol content that creates a legal presumption of intoxication under the laws of the state or territory in which the loss occurred for operating a motor vehicle under the influence, regardless of whether the Covered Person was operating a motor vehicle at the time the loss occurred.

B400.7219

All Options

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

B400.7220

All Options

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

B400.7221

All Options

Policy or Plan This term means the Group Accidental Death and Dismemberment Coverage described in the Policy and in this Certificate.

B400.7223

All Options

Proof Of Insurability This term means the completion of an evidence of insurability form, which shows that a person is insurable.

B400.6388

All Options

Proof of Loss This term means the documents that We use to substantiate an accidental death and dismemberment claim. Examples of documents used for Proof of Loss include:

- An original certified finalized death certificate;
- The beneficiary designation in effect at the time of death;
- Enrollment information documenting that the insured was properly enrolled for the amount of coverage claimed;
- A fully completed claim form; and
- Any additional information deemed necessary during the course of Our claim investigation. This may include, but is not limited to, an autopsy report, investigative reports, toxicology reports and medical records.

B401.2197

All Options

Third degree Burn This term means a burn involving the full thickness of skin including the tissue beneath the skin; burns in which both the epidermis and dermis are destroyed with damage extending into underlying tissues.

B400.7227

All Options

Spouse This term means Your lawful spouse, which shall include the marriage between opposite or same-sex partners legally performed in other jurisdictions. This term shall also include Your Domestic Partner.

B401.2198

All Options

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

B400.7229

All Options

You or Your These terms mean the insured Employee.

B400.7230

EXCLUSIONS

Conditions that are not considered Covered Losses and that are not covered under the terms of this Certificate.

- Willful self-injury, suicide, or attempted suicide while sane or insane;
- Sickness, disease, mental infirmity, or result of any medical or surgical treatment;
- Infection, except pyogenic infections which result from a bodily injury or bacterial infections which result from the unintentional ingestion of contaminated substances;
- The intentional or voluntary inhalation or ingestion of gas, chemical, solvent, poison or other substances not intended for internal consumption;
- An injury the Covered Person suffers while taking part in a riot or other civil disorder; or in the commission of or attempt to commit a felony, as defined per the laws in the jurisdiction in which the felony was committed or attempted, or as defined under federal law if the offense charged was a federal offense;
- Injury suffered while travelling on any type of aircraft if the Covered Person is an instructor or crew member; or has any duties at all on that aircraft;
- Injury suffered in declared or undeclared war or act of war or armed aggression;
- Injury suffered while the Covered Person is a member of any armed force;
- Injury suffered while the Covered Person is Legally Intoxicated; or
- Injury suffered while the Covered Person is voluntarily using a controlled substance, unless:
 - It was prescribed for the Covered Person by a doctor; and
 - It was used as prescribed.

A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time.

B401.2787

All Options

GROUP ACCIDENTAL DEATH AND DISMEMBERMENT
SCHEDULE OF BENEFITS

B400.7846

All Options

Employee Basic Accidental Death And Dismemberment (AD&D)
Insurance Schedule

B400.7859

All Options

Basic AD&D
Insurance Amount

The Insurance Amount is \$5,000.00

B400.7860

All Options

Reduction of Basic
AD&D Insurance
Amount Based on
Age

If You are less than age 65 when Your insurance under this Policy starts, Your insurance amount will be reduced at 12:01 A.M. Standard Time for Your place of residence on the date You reach age 65, by 35% of the amount which otherwise applies to Your classification. But in no case will such reduced amount be less than \$1,000.00. This reduction also applies to Your initial insurance amount if Your insurance starts after You reach age 65, but before You reach age 70.

If You are less than age 70 when Your insurance under this Policy starts, Your insurance amount will be reduced at 12:01 A.M. Standard Time for Your place of residence on the date You reach age 70, by 60% of the amount which otherwise applies to Your classification. But in no case will such reduced amount be less than \$1,000.00. This reduction also applies to Your initial insurance amount if Your insurance starts after You reach age 70, but before You reach age 75.

If You are less than age 75 when Your insurance under this Policy starts, Your insurance amount will be reduced at 12:01 A.M. Standard Time for Your place of residence on the date You reach age 75, by 75% of the amount which otherwise applies to Your classification. But in no case will such reduced amount be less than \$1,000.00. This reduction also applies to Your initial insurance amount if Your insurance starts after You reach age 75, but before You reach age 80.

If You are less than age 80 when Your insurance under this Policy starts, Your insurance amount will be reduced at 12:01 A.M. Standard Time for Your place of residence on the date You reach age 80, by 85% of the amount which otherwise applies to Your classification. But in no case will such reduced amount be less than \$1,000.00. This reduction also applies to Your initial insurance amount if Your insurance starts after You reach age 80.

The reduced amount is in place of the amount which otherwise applies to Your classification.

B400.7901

All Options

Proof of Insurability Depending on the coverage selected, or as otherwise required in this Certificate, You, Your Spouse and/or Dependents may be required to supply proof that the person applying for coverage is insurable for the amount and type 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 "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 is required to complete and submit to Us an 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 amount and type of coverage applied for. 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 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 Policyholder, 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 Policy.

Proof Of Insurability Requirements Proof Of Insurability requirements apply to Basic Accidental Death and Dismemberment Insurance. Such requirements may apply to the full insurance amount, or just part of it, as outlined below. When Proof Of Insurability requirements apply, it means You must submit to Us Proof that You are insurable, and We must approve the Proof in writing before the insurance, or the specified part becomes effective.

We require Proof of Insurability as follows:

If You:

- Do not meet this Policy'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 that You provide 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.

B400.8032

All Options

Employee Voluntary Accidental Death And Dismemberment (AD&D) Insurance Schedule

B400.8097

All Options

Initial Election You will be insured under one of the plans of Voluntary Accidental Death and Dismemberment Insurance which is equal to 100% of the Voluntary Term Life amount not to exceed \$150,000.00. You may only be insured under one plan at a time. You must notify the Employer of your election and pay the required premium.

B400.8100

All Options

Changing Election You may switch to another benefit any time the Voluntary Term Life amount is changed. You must notify the Employer of the switch and the amount must be 100% of the Voluntary Term Life amount.

B400.8104

All Options

Voluntary AD&D *Plan A*
Insurance Amount

The insurance amount is \$10,000.00
B400.8114

All Options

Voluntary AD&D *Plan B*
Insurance Amount

The insurance amount is \$20,000.00
B400.8114

All Options

Voluntary AD&D *Plan C*
Insurance Amount

The insurance amount is \$50,000.00
B400.8114

All Options

Voluntary AD&D *Plan D*
Insurance Amount

The insurance amount is \$100,000.00
B400.8114

All Options

Voluntary AD&D *Plan E*
Insurance Amount

The insurance amount is \$150,000.00
B400.8114

All Options

Annual Election After You first enroll for Employee Voluntary Accidental Death and Dismemberment Insurance, You may choose to increase Your amount of Voluntary Accidental Death and Dismemberment Insurance by an amount not to exceed an increase of \$50,000 as shown above. This option is available during the Voluntary Accidental Death and Dismemberment enrollment period described above. Proof Of Insurability will not be required unless the insurance amount exceeds the amount of Voluntary Accidental Death and Dismemberment Insurance for which Proof Of Insurability is required as shown below.

If Proof Of Insurability is required and has been submitted and approved by Us, Proof of Insurability for additional increases will be required on the second anniversary of the date we approve such coverage.

If Proof Of Insurability is required and has been declined, You will not be eligible for additional annual increases without submitting Proof Of Insurability for them, and then if such increases are approved by Us in writing.

B400.9092

All Options

Family Status Change You may request a change to your Voluntary Accidental Death and Dismemberment Insurance coverage if you have experienced a Family Status Change.

A Family Status Change includes one or more of the following:

- Marriage or divorce;
- Death of a Spouse or child;
- Birth or adoption of a child;
- Your Spouse's termination of employment or a change in Your Spouse's employment that results in the loss of group coverage.

The term "marriage" may also refer to civil unions and domestic partnerships, as recognized by the jurisdiction in which You reside.

If a change in Family Status occurs, You may request an increase to Your Voluntary Accidental Death and Dismemberment Insurance amount or the addition of Employee Voluntary Accidental Death and Dismemberment Insurance for which You were not previously insured. You may also request an increase or the addition of dependent Spouse or dependent child Voluntary Accidental Death and Dismemberment Insurance for your living eligible dependents. You must provide proof of the Family Status Change and request the change to Your Voluntary Accidental Death and Dismemberment Insurance in writing within 31 days after the date of the Family Status Change as described below.

B400.9096

All Options

Reduction of Voluntary AD&D Insurance Amount Based on Age

If You are less than age 70 when Your insurance under this Plan starts, Your insurance amount is reduced at 12:01 A.M. Standard Time for Your place of residence on the date You reach age 70, by 35% of the amount which otherwise applies to Your classification. But in no case will such reduced amount be less than \$1,000.00. This reduction also applies to Your initial insurance amount if Your insurance starts after You reach age 70, but before You reach age 75.

If You are less than age 75 when Your insurance under this Plan starts, Your insurance amount is reduced at 12:01 A.M. Standard Time for Your place of residence on the date You reach age 75, by 50% of the amount which otherwise applies to Your classification. But in no case will such reduced amount be less than \$1,000.00. This reduction also applies to Your initial insurance amount if Your insurance starts after You reach age 75.

The reduced amount is in place of the amount which otherwise applies to Your classification.

B400.9128

All Options

Proof of Insurability

Depending on the coverage selected, or as otherwise required in this Certificate, You, Your Spouse and/or Dependents may be required to supply proof that the person applying for coverage is insurable for the amount and type 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 "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 is required to complete and submit to Us an 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 amount and type of coverage applied for. 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 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 Policyholder, 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 Policy.

Proof Of Insurability Requirements Proof Of Insurability requirements apply to Voluntary Accidental Death and Dismemberment Insurance. Such requirements may apply to the full insurance amount, or just part of it, as outlined below. When Proof Of Insurability requirements apply, it means You must submit to Us Proof that You are insurable, and We must approve the Proof in writing before the insurance, or the specified part becomes effective.

We require Proof of Insurability as follows:

B400.9141

All Options

We require Proof of Insurability before We will insure You if You enroll for Voluntary Accidental Death and Dismemberment Insurance after the time allowed for enrolling as specified in this Certificate.

B400.9184

All Options

We require Proof of Insurability before You switch from Your current plan of Voluntary Accidental Death and Dismemberment Insurance to a plan which provides greater benefits.

B400.9187

All Options

We require Proof of Insurability for all amounts of Voluntary Accidental Death and Dismemberment Insurance which exceed \$50,000.00, if Your scheduled Voluntary Accidental Death and Dismemberment Insurance effective date is after You reach age 65.

B400.9191

All Options

We require Proof of Insurability for all amounts of Voluntary Accidental Death and Dismemberment Insurance which exceed \$10,000.00, if Your scheduled Voluntary Accidental Death and Dismemberment Insurance effective date is after You reach age 70.

B400.9191

All Options

Dependent Voluntary Accidental Death and Dismemberment Schedule

B400.9308

All Options

Initial Election You may choose the plan of dependent Spouse Voluntary Accidental Death and Dismemberment Insurance and the plan of dependent child Voluntary Accidental Death and Dismemberment Insurance shown below. You must notify the Employer of Your election and pay the required premium.

B400.9309

All Options

Voluntary *Plan A*
Dependent Spouse Insurance Amount You may elect amounts of Voluntary dependent spouse Accidental Death and Dismemberment Insurance in increments of \$5,000.00, but the amount may not be less than \$5,000.00 and may not exceed \$150,000.00.

B400.9318

All Options

Dependent Child Voluntary AD&D Insurance Amount	<i>Plan A</i>	Child's Age At Death	Insurance Amount
		From birth to 14 days	\$1,000.00
		At least 14 days but less than 26 years	an amount not less than \$1,000.00, and not more than \$10,000.00, increments of \$1,000.00

B401.2802

All Options

In no event may the insurance amount of a dependent Spouse exceed 100% of Your insurance amount.

B401.2814

All Options

In no event may the insurance amount of a dependent child exceed 100% of Your insurance amount.

B400.9343

All Options

Reduction of Dependent Voluntary Accidental Death and Dismemberment Insurance Amount based on Age Your dependent benefits are reduced in the same manner as Your benefits. The dependent reductions are based on Your age.

B400.9363

All Options

Proof Of Insurability Requirements

Depending on the coverage selected, or as otherwise required in this Certificate, Your Spouse and Dependent Children may be required to supply proof that the person applying for coverage is insurable for the amount and type of coverage selected. This requirement is called Proof of Insurability. For purposes of this section, any person apply for coverage requiring Proof of Insurability is referred to as "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 is required to complete and submit to Us an 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 amount and type of coverage applied for. 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
- 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 provide Proof of Insurability. In the event that any premiums are overpaid, Our only obligation is to return the amount of overpaid premiums.

The Policyholder, 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 Policy.

We require Proof of Insurability as follows:

B400.9364

All Options

We require Proof Of Insurability that a dependent is insurable if You:

- Enroll a dependent, submit the dependent's signed health statement, and agree to make the required payments after the end of the Enrollment Period;
- In the case of a Newly Acquired Dependent, other than the first newborn child, have other eligible dependents who You have not elected to enroll; or
- In the case of a Newly Acquired Dependent, have other eligible dependents whose coverage previously ended because You failed to make the required contributions, or otherwise chose to end such coverage.

B400.9367

All Options

A dependent is not covered by any part of this Policy that requires such proof until You give Us this proof and We approve it in writing.

If Your dependent coverage ends for any reason, including failure to make the required payments, Your dependents will not be covered by this Policy again until You give Us new proof that they are insurable and We approve that proof in writing.

B400.9368

All Options

We require Proof of Insurability before We will insure any dependent Spouse who is enrolled for dependent Spouse Voluntary Accidental Death and Dismemberment Insurance after the time allowed for enrolling as specified in this Policy.

B400.9373

All Options

We require Proof of Insurability for any amount of dependent Voluntary Accidental Death and Dismemberment Insurance in excess of \$25,000.00 with respect to a dependent Spouse.

B400.9376

All Options

We require Proof of Insurability for any amount of dependent Voluntary Accidental Death and Dismemberment Insurance In excess of \$10,000.00 with respect to a dependent Spouse, if the dependent Spouse's scheduled dependent Voluntary Accidental Death and Dismemberment effective date is after he or she reaches age 65.

B400.9375

All Options

We require Proof of Insurability before We will insure any dependent child who is enrolled for dependent child Voluntary Accidental Death and Dismemberment Insurance after the time allowed for enrolling as specified in this Policy.

B400.9481

All Options

Changes to Insurance

B400.9564

All Options

Changes In Insurance 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.

B400.9568

All Options

Changes In Insurance Classification

If Your classification changes, insurance will not be changed to the new amount until the first day on which You are:

- Actively At Work on a Full-Time basis; and
- Make a contribution, if required, for the new classification.

If a contribution is required for the new classification for which a larger amount of insurance 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 insured 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 insurance amount was previously reduced because of age or retirement, it will be retained at the reduced amount.

B400.9570

CERTIFICATE RIDER - Seatbelt and Airbag 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:

Terms not specifically defined within this Rider are defined in the Certificate.

**Employee Basic and Voluntary
Accidental Death and Dismemberment Insurance
and Dependent Voluntary Accidental Death
and Dismemberment Insurance
Seatbelt and Airbag Benefit**

This rider applies to Your Basic and Voluntary Accidental Death and Dismemberment Insurance and dependent Voluntary Accidental Death and Dismemberment Insurance.

**Seatbelt And Airbag
Benefits**

If You die as a result of an automobile Accident while properly wearing a seatbelt, We will increase Your Accidental Death and Dismemberment Benefit amount by \$10,000. And, if You die as a result of an automobile Accident while both properly wearing a seatbelt, and sitting in a seat equipped with an airbag, We will increase Your Accidental Death and Dismemberment Benefit amount by an additional \$5,000, for a total increase of \$15,000.

Notice of Claim: You must send Us a request which includes written proof that You were properly wearing a seatbelt. A law enforcement official investigating the accident must certify that the seatbelt was properly fastened and that the automobile in which the deceased was traveling was equipped with airbags. A copy of such certification must be submitted to Us with the claim for benefits. We must approve such proof in writing before this benefit is paid.

Proof of Loss: You must send written Proof of Loss to Our designated office within 90 days of the loss.

If We cannot determine that You were wearing a seatbelt at the time of the Accident, We will increase Your Accidental Death and Dismemberment Benefit amount by \$1,000.

If We determine that a seatbelt was not worn at the time of the automobile Accident resulting in Your death, or if the required official report is not provided, no Seatbelt or Airbag Benefit will be paid.

The total amount payable for the Seatbelt and Airbag Benefit under Your Basic and Voluntary Accidental Death and Dismemberment Insurance and Basic and Voluntary Group Term Life Insurance and may not exceed \$30,000.

**Late Notice and
Proof of Loss:** We will not void or reduce Your claim if we do not receive Notice and Proof of Loss within the required time. In that case, Notice and Proof of Loss must be sent as soon as reasonably possible.

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

**The Guardian Life Insurance Company of America
Group Life Claims Department
P.O. Box 981573
El Paso, TX 79998-1573**

Exclusions This Certificate Rider does not pay a Seatbelt or Airbag Benefit for loss of life caused by, or related to an Accident occurring:

- While You are Legally Intoxicated;
- While You are voluntarily using a controlled substance, unless:
 - It was prescribed for You by a Doctor; and
 - It was used as prescribed.

A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time.

- While You were intentionally or voluntarily inhaling or ingesting a gas, chemical, solvent, poison or other substances not intended for internal consumption; or
- During Your commission of, or attempt to commit a felony as defined per the laws in the jurisdiction in which the felony was committed or attempted, or as defined under federal law if the offense charged was a federal offense.

Dependent Seatbelt and Airbag Benefit

Seatbelt And Airbag Benefits

If Your dependent dies as a result of an automobile Accident while properly wearing a seatbelt, We will increase his or her Voluntary Accidental Death and Dismemberment Benefit amount by \$5,000. And, if Your dependent dies as a result of an automobile Accident while both properly wearing a seatbelt, and sitting in a seat equipped with an airbag, We will increase his or her Voluntary Accidental Death and Dismemberment Benefit amount by an additional \$2,500, for a total increase of \$7,500.

You are responsible for providing proof that Your dependent was properly wearing a seatbelt. A law enforcement official investigating the Accident must certify that the seatbelt was properly fastened and that the automobile in which the deceased was traveling was equipped with airbags. A copy of such certification must be submitted to Us with the claim for benefits.

If We cannot determine that Your dependent was wearing a seatbelt at the time of the automobile Accident resulting in his or her death, We will increase Your dependent Accidental Death and Dismemberment Benefit amount by \$1,000.

If We determine that a seatbelt was not worn at the time of the automobile Accident resulting in Your dependent's death, or if the required official report is not provided, no Seatbelt or Airbag Benefit will be paid.

The total amount payable for the Seatbelt and Airbag Benefit under Your dependent Voluntary Accidental Death and Dismemberment Insurance and Voluntary Group Term Life Insurance may not exceed \$15,000 for each covered dependent.

Exclusions This Policy does not pay a Seatbelt or Airbag Benefit for loss of life caused by, or related to an Accident occurring:

- While Your dependent is Legally Intoxicated;
- While Your dependent is voluntarily using a controlled substance, unless:
 - It was prescribed for the dependent by a doctor; and
 - It was used as prescribed.

A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time.

- While Your dependent intentionally or voluntarily inhales or ingests a gas, chemical, solvent, poison or other substances not intended for internal consumption; or
- During Your dependent's commission of, or attempt to commit a felony as defined per the laws in the jurisdiction in which the felony was committed or attempted, or as defined under federal law if the offense charged was a federal offense.

The Guardian Life Insurance Company of America



Michael Estep, Vice President

B401.2205

CERTIFICATE RIDER

This Rider is effective on the Policy Date. This Rider amends the Certificate by the replacement of the Incontestability provision to the following:

Time Limit On Certain Defenses

After the Policy has been in force for a period of two years, no statements of the Policyholder contained in the application, and no statement relating to insurability made by any Employee eligible for coverage under the Policy shall be used to deny a claim or in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force prior to the contest for a period of two years during the lifetime of the person with respect to whom any such statement was made.

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.

Guardian Life Insurance Company of America



Michael Estep, Vice President

GC-R-TLCD2-19-CA

B439.0017

CERTIFICATE AMENDATORY RIDER

This Rider amends the Certificate as follows and is effective on the later of the Policy Date or the date requested by the Policyholder.

This Rider amends the Certificate by replacing the definition of **Spouse** and **Domestic Partner** with the following:

Spouse: This is the person to whom You are legally married or Your **Domestic Partner** or civil union partner.

Domestic Partner: This is the same-sex or opposite-sex person with whom Your domestic partnership is currently registered with any state or local government domestic partner registry.

This term includes an unregistered Domestic Partner, who is the person with whom You live and share financial assets and obligations. An unregistered Domestic Partner must be at least 18 years of age, able to provide legal consent and cannot be a blood relative. You and Your unregistered Domestic Partner may not be married to, in a marriage or domestic partnership with, or legally separated from anyone else.

Domestic Partners are not subject to any proof of relationship or waiting period requirements not also imposed upon marriages. A Domestic Partner registry certificate will be accepted as fully equivalent to a marriage certificate.

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 Estep, Vice President

B601.0173

STATEMENT OF ERISA RIGHTS

The Guardian Life Insurance Company of America

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

Your group term accidental death and dismemberment 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

- 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.
- 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.
- 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.

**Accidental Death
and
Dismemberment
Insurance 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 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 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 of
Accidental Death
and
Dismemberment
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
Accidental Death
and
Dismemberment
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;
- 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;
- 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; and
- In the case of 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.

B997.0242

All Options

Appeals of Adverse Determinations of Accidental Death and Dismemberment 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:

- 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 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, reasonably access to, and copies of all documents, records, and other information relevant to the claimant's claim for benefits;

- 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.

Waiver of Premium If you apply for an extension of accidental death and dismemberment insurance benefits due to Total Disability under the Waiver of Premium benefit under this plan, these claim procedures will apply to such request:

Timing For Initial Benefit Determination for Waiver of Premium 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 time period shown below. A written or electronic notification of any adverse determination must be provided.

Guardian will make a determination of whether the claimant meets the plan's standard for total disability 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 on 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 the 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 for an extension of benefits 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 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;

- 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; and
- In the case of 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.

B997.0243

All Options

Appeals of Adverse Determinations for Waiver of Premium

If a claim for Waiver of Premium is 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.

B997.0244

This Booklet Includes All Benefits For Which You Are Eligible.

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

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

"Please Read This Document Carefully".

CERTIFICATE OF COVERAGE

The Guardian

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, 2021. 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 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: EK HEALTH SERVICES INC.
Group Policy Number: 00580178

The Guardian Life Insurance Company of America



Michael Estep, Vice President

B400.0340

COMPLAINT NOTICE

This notice is to advise you that should any complaints arise regarding this insurance you may contact the Guardian at the following address or phone number:

**The Guardian Life Insurance Company of America
10 Hudson Yards
New York, NY 10001
Telephone: (212) 598-8000 or (800) 541-7846**

If you feel your complaints have not been resolved after contacting the Guardian, you may contact the California Department of Insurance at the following address and phone number:

**California Department of Insurance
Consumer Communication Bureau
300 South Spring Street; South Tower
Los Angeles, California 90013
Consumer Hotline: 1 (800) 927-4357 or TDD: 1 (800) 482- 4833
Website: www.insurance.ca.gov/01-consumers/**

B401.2082

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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 enrollment form or other required form; and
- We have received any required premium.

B401.2084

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

After two years from its date of issue of this Certificate, no misstatements, except fraudulent statements, made by You in the application for coverage shall be used to void this Certificate or deny a claim for a loss incurred, or for a disability commencing after the expiration of the two year period.

No claim for loss incurred or disability commencing after two years from the date of issue of this Certificate shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or physical condition effective on the date of loss had existed prior to the effective date of coverage of this Certificate.

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.

B401.2085

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

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 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. However, this date will not apply if the Rehabilitation Agreement is not fulfilled but You remain Disabled in accordance with the terms of this Plan and the Maximum Payment Period has not been reached.

B401.2088

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 the date a change in Your Insured Earnings occurs. The Employer must report updates to all Employees' Insured Earnings as they occur. 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.

B400.0473

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 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.
- Temporary disability benefits under a Worker's Compensation law.
- Disability benefits from any third party when Your Disability is the result of the negligence or intentional tort liability of that third party.

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.

B401.2095

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;
- Income from a sick leave, salary continuance, or paid time off plan;
- 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.

B401.2168

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

Claim For Other Income: We require that You pursue a claim for other income benefits to which You may be entitled. If these benefits are denied, We may require You to appeal such denial if it is reasonable to believe that You have a valid claim to receive the benefits. If You unreasonably refused to pursue such claim for other income benefits, and We have a means of reasonably estimating the amount payable, 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.

If We do reduce Your Gross Monthly Benefit by an estimated amount, We will cease doing so and 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 provide You with an accounting of any underpayment/overpayment.

We offer to assist You in applying for other income benefits. Examples of the kinds of assistance We offer are:

- Helping You fill our applications and forms;
- Assisting You to find suitable legal counsel; and
- Providing medical and vocational data from Our files to support Your claims.

B401.2097

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 80% of Your Indexed Insured Earnings, payments from this Certificate will end for the claimed disability.

B401.2099

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
- The average CPI-W from the prior calendar year.

B401.2162

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

All Options

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: You are not covered for a Disability caused or substantially contributed to by a pre-existing condition or medical or surgical treatment of a pre-existing condition.

You have a pre-existing condition if:

- You received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the three months immediately prior to the effective date of Your insurance under this Certificate; or

You suffered from a physical, or mental condition, whether diagnosed or was misrepresented or not disclosed in Your application (i) for which You received a Doctor's advice or treatment within three months before the effective date of Your insurance under this Certificate, or (ii) which caused symptoms within three months before the effective date of Your insurance under this Certificate for which a prudent person would usually seek medical advice or treatment; and

- Disability caused or substantially contributed to by the condition begins in the first 12 months after the effective date of Your insurance under 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.

B401.2102

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:

- 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;

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;
- Which starts before You are covered by this Certificate;
- 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.

B401.2105

Services

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 the opportunity to participate in a voluntary Rehabilitation Program.

You are not required to accept the program; rather, it is made available to assist You in Your efforts to return to Gainful Work.

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.

In consult with You and Your Doctor, We will agree on which services are appropriate and useful.

If We are unable to mutually agree upon the services that are appropriate, We reserve the right to end the Rehabilitation Program.

If You accept the Rehabilitation Agreement, We will pay an enhanced Benefit which is in addition to Your regular Monthly 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 it is determined that the Rehabilitation Program is not meeting the goal of returning You to Gainful Work; and
- 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.

B401.2106

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 voluntary, 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.

B401.2108

All Options

Claim Provisions

Administration: We have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine Your eligibility for benefits under this Plan.

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 proofs of loss.
- Consider and interpret the terms of this Plan 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 Plan and applicable California 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.

If a claim is wholly or partially denied, the claimant may appeal the decision. We will conduct a full and fair review of an appeal. The review will take 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. If a claim is not appealed, then the decision will be Guardians final decision.

Notice of Claim: 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 or as soon thereafter as is reasonably possible. This Notice should include Your name and the Policy number. For details, You can call Us at 1-800-538-4583.

Claim Forms: We, upon receipt of a written notice of claim, will furnish to You such forms as are usually furnished by Us for filing Proofs of Loss. If such forms are not furnished within 15 days after the giving of such notice, You shall be deemed to have complied with the requirements of this Certificate as to Proof of Loss upon submitting, within the time fixed in this Certificate for filing Proofs of Loss, written proof covering the occurrence, the character and the extent of the loss for which the claim is made.

Proof Of Loss: Written proof of loss must be furnished to Us, in case of claim for loss for which this Certificate provides any periodic payment contingent upon continuing loss, within 90 days after the termination of the period for which We are liable, and in case of claim for any other loss, within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of Your legal capacity, later than one year from the time proof is otherwise required.

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 and 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 and have been receiving that care 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 26025
Lehigh Valley, PA 18002-6025.

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.

Examinations: We, at our own expense, shall have the right and opportunity to examine You when and as often as it may reasonably be required during the pendency of a claim hereunder.

Ongoing Proof of Loss: To continue to receive payments from this Certificate, You must give Us current Proof of Loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the employee, later than one year from the time proof is otherwise required.

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 action at law or in equity shall be brought to recover on this Certificate prior to the 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 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.

B401.2111

RECOVERY FROM A THIRD PARTY

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

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.

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.

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.

B401.2112

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, when used alone, mean (a) Total Disability or Totally Disabled; or (b) Partial or Residual Disability.

Total Disability or Totally Disabled means that as a result of Sickness or Injury, during the Elimination Period and the Own Occupation period, You are not able to perform with reasonable continuity the substantial and material acts necessary to pursue Your Usual Occupation and You are not working in Your Usual Occupation. After the end of the Own Occupation period, Total Disability or Totally Disabled means that as a result of Sickness or Injury You are not able to engage with reasonable continuity in any occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, and physical and mental capacity.

Substantial and material acts means the important tasks, functions and operations generally required by Employers from those engaged in Your Usual Occupation that cannot be reasonably omitted or modified.

In determining what substantial and material acts are necessary to pursue Your Usual Occupation, We will first look at the specific duties required by the Employer or job. If You are unable to perform one or more of these duties with reasonable continuity, We will then determine whether those duties are customarily required of other persons engaged in Your Usual Occupation. If any specific, material duties required of You by the Employer or job differ from the material duties customarily required of other persons engaged in Your Usual Occupation, then We will not consider those duties in determining what substantial and material acts are necessary to pursue Your Usual Occupation.

Usual Occupation may be interpreted to mean the employment, business, trade or profession that involves the substantial and material acts of the occupation You were regularly performing for the Employer when the disability began. Usual Occupation is not necessarily limited to the specific job You performed for the Employer.

Partial or Residual Disability means You are not Totally Disabled and that while actually working in an occupation, as a result of Sickness or Injury, You are unable to engage with reasonable continuity in that or any other occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, and physical and mental capacity.

B401.2113

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 had secondary employment prior to Disability, Disability Earnings will only include earnings from the secondary employment if the employment began after the beginning of Your Disability.

B401.2116

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 EK HEALTH SERVICES INC.

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 as much as Your Gross Monthly Benefit within 12 Months of returning to work.

B401.2117

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 physical harm or damage to Your body that occurs while You are covered by this Certificate.

B401.2118

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 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

Objective Medical Evidence: This term includes:

- Diagnostic testing;
- Laboratory reports; and

- Medical records of a Doctors exam documenting clinical signs, presence of symptoms and test results relevant to your Disability and claimed restrictions and limitations and consistent with Generally Accepted Medical Standards.

Generally Accepted Medical Standards are those supported by nationally recognized authorities in the health care field unless a state medical standard exists, in which case the state medical standard shall apply. 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 state agency, board, or regulatory body charged with determining acceptable medical standards in the state in which You reside.

B401.2119

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 or Usual 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.

B401.2122

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 recommended by a Doctor to effectively manage these conditions; and
- Are receiving appropriate treatment designed to achieve maximum medical improvement in these conditions.

Appropriate treatment is that treatment a patient would make a reasonable decision to accept after duly considering the opinions of medical professionals, and such treatment must be provided by a Doctor or Doctors whose specialty is appropriate for You:

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

Regular and Appropriate Care does not require treatment for a disabling condition where no additional medical treatment will likely cure or improve that condition, and You have achieved maximum medical improvement.

B401.2123

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. Its aim is to restore Your wage earning abilities.

B401.2124

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 Your lawful spouse, which shall include Your registered domestic partner with the California Secretary of State.

B401.2125

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, 2021, this Schedule of Benefits is attached to the Certificate. This Schedule of Benefits replaces any previously issued Schedule of Benefits.

B400.0707

All Options

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

B400.0710

All Options

Elimination Period For Disability due to Injury 90 days.
For Disability due to Sickness 90 days.

B400.0712

All Options

Maximum Payment Period

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

B400.0722

All Options

Gross Monthly Benefit 60% of Your Insured Earnings to a maximum benefit of \$10,000.00.

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.

B400.0730

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

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

A handwritten signature in black ink, appearing to read "Michael Estep", with a stylized flourish at the end.

Michael Estep, Vice President

B400.1160

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 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, We pay the Survivor Benefit to Your estate.

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.

Spouse: This term means Your lawful spouse, which shall include Your registered domestic partner with the California Secretary of State.

Survivor Benefit: This term means an amount equal to 3 times the amount of Your last Gross Monthly Benefit.

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

A handwritten signature in black ink, appearing to read "Michael Estep", with a stylized flourish at the end.

Michael Estep, Vice President

B401.2157

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 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.
- Temporary disability benefits under a Worker's Compensation law.
- Disability benefits from any third party when Your Disability is the result of the negligence or intentional tort liability of that third party.

- 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.

B441.0402

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;
- Income from a sick leave, salary continuance, or paid time off plan;
- 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

A handwritten signature in black ink, appearing to read "Michael Estep", with a stylized flourish at the end.

Michael Estep, Vice President

B441.0406

CERTIFICATE AMENDATORY RIDER

This Rider amends the Certificate as follows and is effective on the later of the Policy Date or the date requested by the Policyholder.

This Rider amends the Certificate by replacing the definition of **Spouse** with the following:

Spouse: This is the person to whom You are legally married or Your **Domestic Partner** or civil union partner.

Domestic Partner: This is the same-sex or opposite-sex person with whom Your domestic partnership is currently registered with any state or local government domestic partner registry.

This term includes an unregistered Domestic Partner, who is the person with whom You live and share financial assets and obligations. An unregistered Domestic Partner must be at least 18 years of age, able to provide legal consent and cannot be a blood relative. You and Your unregistered Domestic Partner may not be married to, in a marriage or domestic partnership with, or legally separated from anyone else.

Domestic Partners are not subject to any proof of relationship or waiting period requirements not also imposed upon marriages. A Domestic Partner registry certificate will be accepted as fully equivalent to a marriage certificate.

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 Estep, Vice President

B601.0171

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 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 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.

B997.0247

All Options

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 ERISAs procedural requirements, you may request that we review any claimed violation(s) and we will respond to you within ten days.

B997.0248

This Booklet Includes All Benefits For Which You Are Eligible.

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

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

"Please Read This Document Carefully".

CERTIFICATE OF COVERAGE

The Guardian

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, 2021. This Certificate replaces any Certificate previously issued under this Certificate or under any other Certificate 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 Certificate carefully to fully understand what it covers, limits, and excludes.

This is a supplement to health insurance. It is not a substitute for essential health benefits or minimum essential coverage as defined in federal law.

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 Certificate; 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 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: EK HEALTH SERVICES INC.

Group Policy Number: 00580178



Michael Estep, Vice President

B007.0233

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All Options

COMPLAINT NOTICE

This notice is to advise you that should any complaints arise regarding this insurance you may contact the Guardian at the following address or phone number:

**The Guardian Life Insurance Company of America
10 Hudson Yards
New York, NY 10001**

**Telephone: (212) 598-8000
(800) 541-7846**

If you feel your complaints have not been resolved after contacting the Guardian you may contact the California Department of Insurance at the following address and phone number:

**California Department of Insurance
Consumer Communications Bureau
300 South Spring Street, South Tower
Los Angeles, California 90013**

**Consumer Hotline: 1 (800) 927-4357
TDD 1 (800) 482-4833
Website: www.insurance.ca.gov/01-consumers/**

B007.1169

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

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

B007.0238

All Options

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

B007.0239

All Options

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

B007.0241

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 Certificate. Clinical diagnosis is permitted whenever such diagnosis is consistent with professional medical standards.

B007.0242

All Options

Doctor: This term means any qualified 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. "Doctor" includes a qualified medical professional, which means an individual whose education, training, experience and licensing qualify him or her, acting within the scope of that license, to diagnose or treat Sickness or Injury.

B007.0243

All Options

Domestic Partner: This term means Your domestic partner who is an adult who has chosen to share his or her life with You in an intimate and committed relationship of mutual caring as defined under Section 297 of the California Family Code.

B007.0244

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 Initial Dependents; and (2) are eligible for dependent coverage.

B007.0245

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 EK HEALTH SERVICES INC. .

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 all damage to a Covered Person's body.

B007.0253

All Options

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

- (1) needed to Diagnose or treat a Sickness or Injury;
- (2) consistent in type, frequency, and length of treatment with scientifically based guidelines of national medical research or health care coverage organizations or government agencies;
- (3) needed for reasons other than comfort or convenience of the Covered Person or Doctor.

B007.0254

All Options

Newly Acquired Dependent: This term means an eligible dependent You acquire after You already have coverage in force for Initial Dependents. This includes a newly acquired dependent of Your Domestic Partner.

B007.0255

All Options

Certificate: This term means the group Critical Illness coverage described in the policy and this Certificate.

B007.0257

All Options

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

B007.0258

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, which shall include the marriage between opposite or same-sex partners legally performed in other jurisdictions. This term shall also include Your Domestic Partner.

B007.0260

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

GENERAL PROVISIONS

B005.0033

Entire Contract, Changes

The Policy, the application of the Policyholder and the individual applications, if any, of the individuals insured shall constitute the entire contract between the parties, and any statements made by the Policyholder, or by the individuals insured shall, in the absence of fraud, be deemed representations and not warranties. No such statement shall be used in defense to a claim under the policy, unless it is contained in a written application. No change in this policy shall be valid unless approved by an executive officer of Guardian and evidenced by endorsement hereon, or by amendment hereto signed by the Policyholder and by an executive officer of Guardian. No agent has authority to change this policy or waive any of its provisions.

B007.0263

Time Limit On Certain Defenses

After the Policy has been in force for a period of two years, no statements of the Policyholder contained in the application, and no statement relating to insurability made by any Employee eligible for coverage under the Policy shall be used to deny a claim or in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force prior to the contest for a period of two years during the lifetime of the person with respect to whom any such statement was made.

No claim for loss incurred or disability commencing after two years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which the claim is made.

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.

B007.0264

Notice Of Claim

Written notice of claim must be given to Us within 20 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible.

Claim Forms

Upon receipt of a written notice of claim, We will furnish to the claimant the forms for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Proof of Loss

Written proof of loss must be furnished to Us within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Covered Person, later than one year from the time proof is otherwise required.

Time Of Payment Of Claim

Subject to due written proof of loss, all indemnities for loss for which this Policy provides payment will be paid to the Covered Person as they accrue and any balance remaining unpaid at termination of the period of liability will be paid to the Covered Person immediately upon receipt of due written proof.

Unless otherwise required by law or regulation, or stated otherwise in this Certificate, 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 action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

B007.0265

All Options

Conformity With State Statutes

Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which this policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statute.

B007.0267

All Options

Physical 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 may reasonably require during the pendency of a claim hereunder. 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. **Workers' Compensation:** The Critical Illness benefits provided by this Certificate are not in place of and do not affect requirements for coverage by Workers' Compensation.

B007.0268

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 Certificate, 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 Certificate'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 Certificate'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.

B007.0269

All Options

The Waiting Period If You are in an eligible class, You are eligible for Critical Illness coverage under this Certificate after You complete the service waiting period, if any, established by the Employer.

B007.0271

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 Certificate. But, if this Certificate 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.

B007.0272

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 full-time 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 Certificate.
- 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 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.

B007.0276

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 Certificate. 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 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 coverage under Your Employer's Certificate 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 above 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.

B007.0277

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, including adopted children and step-children of your Domestic Partner. 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.

B007.0282

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 Certificate as 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 Critical Illness benefits by only one Employee at a time.

B007.0283

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 Certificate 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 Certificate 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 Certificate again until You give Us new Proof of Insurability that they are insurable and We approve that Proof of Insurability in writing.

B007.0287

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 Certificate, 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.

B007.0288

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 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.

B007.0289

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 Certificate ends, or when dependent coverage is dropped from this Certificate 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 Certificate'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.

B007.0294

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 Certificate'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 Certificate. This Certificate pays no Critical Illness benefits for any condition other than those listed below in Covered Critical Illnesses.

B007.0297

Critical Illness Benefits

This Certificate 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 Certificate.

This Certificate 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 Certificate. This Certificate 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 results from 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 Certificate 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 Certificate. By Recurrence, We mean the second time a Covered Person is diagnosed with the same Critical Illness while insured by this Certificate. We pay no benefits for occurrences beyond the second time.

B007.0298

All Options

Covered Critical Illnesses

B005.0086

All Options

Cancer Related Conditions

B005.0087

All Options

We cover four categories of Cancer: Benign Brain Tumor, Carcinoma in Situ (Non-invasive Cancer); Invasive Cancer and Specified Skin Cancers. Each category of Cancer is described below. Covered types of Cancer will be covered under one of the categories below. Different benefit amounts may be payable for each category, as well as whether it is a First occurrence or Recurrence of that Cancer, as shown in the Schedule of Benefits.

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
- germinomas.

We deem a Benign Brain Tumor to occur on the date a Doctor makes a Diagnosis.

B007.0302

All Options

Carcinoma in Situ "Carcinoma in Situ" means "Cancer in place", or early forms of localized cancer that have not invaded surrounding tissue (metastasized). We pay a benefit if a Covered Person is Diagnosed with Carcinoma In Situ as follows. 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 category for:

- Pre-Malignant growths or lesions, such as dysplasia or Intraepithelial neoplasia;
- Any benign tumor or polyp;
- Basal or Squamous cell carcinoma;
- Non Malignant melanoma.

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.

We deem Carcinoma in Situ to occur on the date a Doctor makes a Diagnosis.

"TNM classification" means the classification standards for cancer developed by the American Joint Committee on Cancer.

B007.0303

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 also includes Malignant melanoma classified as Clark's level III and higher or a Breslow level greater than or equal to 1.5mm.

Invasive Cancer must be supported by pathological diagnosis. But, a clinical diagnosis may be used instead if such diagnosis is consistent with professional medical standards.

We do not pay a benefit under this category for:

- Pre-Malignant growths or lesions, such as dysplasia or intraepithelial neoplasia;
- Any benign tumor or polyp;
- Any condition that is Carcinoma in Situ (a non-invasive cancer which has not metastasized).
- Non Malignant melanoma.

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.

We deem Invasive Cancer to occur on the date a Doctor makes a Diagnosis.

Malignant: As used in this Certificate, means a tumor that grows in an uncontrolled manner, may invade surrounding tissue, and has a tendency to spread (metastasize).

B007.0304

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 makes a Diagnosis of Arteriosclerosis of sufficient severity to warrant one or more coronary artery bypass graft(s).

B007.0307

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. Two or more of the following criteria for acute myocardial infarction must be present:

- (1) typical clinical symptoms such as central chest pain;
- (2) diagnostic increase of specific cardiac markers to evaluate heart function;
- (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.

Proof of Heart Attack requires submission of medical records. We deem a heart attack to occur on the date a Doctor 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.

B007.0308

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.

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 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.

B007.0309

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) short term blockage of blood flow to the brain (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.

Transient Ischemic Attack, also known as mini stroke, occurs when the neurological defects following a blockage of blood flow to the brain are temporary and last less than 24 hours.

Diagnosis of Stroke must be:

- (1) confirmed in writing by a Doctor; 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.

B007.0310

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 psychiatrist, neurologist or Doctor 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.

In addition to memory impairment (impaired ability to learn new information or to recall previously learned information), one or more of the following cognitive disturbances must be present:

- aphasia (language disturbance);
- apraxia (impaired ability to carry out motor activities despite intact motor function);
- angosia (failure to recognize or identify objects despite intact sensory function); and
- disturbance in executive functioning (i.e. planning, organizing, sequencing, abstracting).

No other dementing organic brain disorders or psychiatric illnesses are included in this definition.

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 makes a Diagnosis. The Diagnosis must occur while the Covered Person is insured under this Certificate.

B007.0312

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 makes a Diagnosis.

B007.0313

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 makes a Diagnosis.

The Diagnosis must occur while the Covered Person is insured under this Certificate.

B007.0314

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 makes a Diagnosis. Diagnosis must occur while the Covered Person is insured under this Certificate.

B007.0315

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 neurologist or Doctor 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 makes a Diagnosis that the person has progressed to Stage 4. The Diagnosis must occur while the Covered Person is covered under this Certificate.

B007.0316

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 makes a Diagnosis.

B007.0318

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 makes a definite clinical Diagnosis of a cleft lip or palate.

B007.0319

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 makes a definite Diagnosis of Clubfoot.

B007.0320

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 via sweat test.

B007.0321

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 completes a chromosome test that positively reveals Down Syndrome.

B007.0322

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 makes a Diagnosis.

B007.0323

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 makes a Diagnosis.

B007.0324

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 makes a Diagnosis.

B007.0325

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 makes a Diagnosis.

B007.0327

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 makes a Diagnosis.

B007.0328

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 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.

B007.0329

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 Sickness 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 a licensed audiologist or Doctor.

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 Certificate, and the Diagnosis is confirmed on or after the child reaches age 3 and remains insured by this Certificate.

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.

B007.0330

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 Certificate, and the Diagnosis is confirmed on or after the child reaches age 3 and remains insured by this Certificate.

We deem Loss of Sight to occur on the date on which a licensed ophthalmologist or Doctor 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.

B007.0331

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 sickness 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 or Doctor.

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 Certificate, and the Diagnosis is confirmed on or after the child reaches age 3 and remains insured by this Certificate.

We deem Loss of Speech to occur on the date on which a Doctor physically examines the Covered Person and certifies that the Covered Person meets the definition above.

B007.0332

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 makes a Diagnosis.

B007.0334

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

Specific Organ Failure We pay a benefit if a Covered Person is Diagnosed with Specific Organ Failure. By Specific Organ Failure, we mean the irreversible failure of any of the following major organs: both lungs, liver, pancreas, or bone marrow, which requires a human to human transplant determined to be Medically Necessary by a Doctor. Heart Failure and Kidney Failure are covered a separate benefits.

We deem Specific 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 Specific Organ Failure to occur on the date a Doctor 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 or the Kidney Failure provision at the same time.

We pay no benefits for autologous bone marrow transplants.

B007.0333

All Options

Limitations

B005.0124

All Options

Age Reduction The Covered Person's benefit amount will be reduced when You reach certain ages. These reductions are shown in the Schedule of Benefits. The dependent's benefit amount will be reduced on a pro rata basis when Your benefit amount is reduced.

B005.0126

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

Pre-Existing Conditions A pre-existing condition is a Sickness or Injury for which a diagnosis, care or treatment, including the use of prescription medications, was recommended by or received from a Doctor in the 12 months before a person becomes covered by this Certificate. This Certificate will not pay benefits for a Critical Illness that results from a Pre-Existing Condition if the Critical Illness occurs during the first 12 months the person is covered by this Certificate.

This Certificate also limits the Covered Person's benefits under this Certificate if a Critical Illness that is caused by, or results from, a Pre-Existing Condition occurs after: (a) a change which provides for an increase in the benefits payable by this Certificate; or (b) a change in Your benefit election which increased 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. This limit does not apply if the Critical Illness occurs after the Covered Person completes at least one full day of active work after the change has been in force for 12 months in a row.

B007.0346

All Options

If This Certificate Replaces Other Coverage

This Certificate may be replacing similar coverage that the Employer had with some other carrier. In that case, the Pre-Existing Condition limitation will not apply to any Covered Person who: (1) was covered under the Employer's prior policy on the day before coverage under this Certificate started; and (2) has met the requirements of any Pre-Existing Condition or limitation of the prior policy; and (3) in Your case, are Actively At Work on a Full-Time basis on the effective date of this Certificate.

This Certificate will credit any time used to meet the prior policy's Pre-Existing Condition provision toward meeting this Certificate's Pre-Existing Condition provision, if the Covered Person: (1) was covered under the prior policy when it ended; (2) enrolls for coverage under this Certificate on or before this Certificate's effective date; and (3) is Actively Working on the effective date of this Certificate; but (4) has not fulfilled the requirements of any Pre-Existing Condition provision of the prior policy.

But, this Certificate limits a Covered Person's benefit under this Certificate if: (1) it is more than the Critical Illness benefit for which he or she was covered under the prior policy ; (2) the illness is due to a Pre-Existing Condition; and (3) this Certificate pays benefits because this Certificate credits time as explained above. In this case, this Certificate limits the benefit to the amount the Covered Person to which he or she would have been entitled under the prior policy.

This Certificate deducts all payments made by the prior policy under an extension provision.

B007.0347

All Options

Exclusions

1) This Certificate will not pay benefits for any Critical Illness:

- That is not listed as a Critical Illness in the section entitled Covered Critical Illnesses.
- Resulting from: (1) participating in a riot or insurrection; (2) committing or attempting to commit a felony, (3) intentionally causing a self-inflicted Injury; (4) committing or attempting to commit suicide while sane or insane; or (5) engaging in an illegal occupation.
- Voluntary use of any poison or chemical, or being intoxicated or under the influence of any narcotic unless administered on the advice of a physician.
- 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 Certificate.

- 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 Certificate 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 Certificate 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 Certificate will not pay benefits for a Recurrence of a Critical Illness unless the Covered Person has not 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 Certificate will not pay benefits for more than one Recurrence of any Critical Illness.

B007.0351

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 coverage under this Certificate 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. You must notify the Employer of any desired switch and pay the required premium.

B007.1173

All Options

Annual Election After You are initially covered under this Certificate You may increase Your coverage by selecting the next higher Critical Illness Benefit Amount, up to the 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.

B007.1202

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 (Non-Invasive Cancer)	30%	Not Covered
All Options	Invasive Cancer	100%	50%
All Options	<u>Vascular Conditions:</u>		
All Options	Arteriosclerosis	30%	Not Covered
All Options	Heart Attack	100%	50%
All Options	Heart Failure	100%	50%
All Options	Stroke	100%	50%
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
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All Options

Cleft lip/cleft palate	100%	Not Covered
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All Options

Club Foot	100%	Not Covered
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All Options

Cystic Fibrosis	100%	Not Covered
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All Options

Down's Syndrome	100%	Not Covered
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All Options

Muscular Dystrophy	100%	Not Covered
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All Options

Spina Bifida	100%	Not Covered
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All Options

Type 1 Diabetes	100%	Not Covered
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All Options

Other Conditions:

All Options

Addison's Disease	30%	Not Covered
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All Options

Coma	100%	Not Covered
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All Options

Kidney Failure	100%	50%
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All Options

Loss of Hearing	100%	Not Covered
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All Options

Loss of Sight	100%	Not Covered
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All Options

Loss of Speech	100%	Not Covered
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All Options

Major Organ Failure	100%	50%
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All Options

Permanent Paralysis	100% for 2 or more limbs; 50% for 1 limb	Not Covered
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All Options

Severe Burns	100%	Not Covered
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All Options**EMPLOYEE VOLUNTARY CRITICAL ILLNESS COVERAGE****All Options**

Critical Illness Benefit Amount	Plan A	\$10,000.00
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B005.0316

All Options

Critical Illness Benefit Amount	Plan B	\$20,000.00
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B005.0314

All Options

Reduction of Critical Illness Benefit Amount Based On Age If You are less than age 70 when Your coverage under this Certificate starts, Your benefit amount will be reduced. It will be reduced on the date you reach age 70, by 50% of that amount. Reduced amounts will be rounded to the nearest dollar. But, in no case will such amount be less than \$1,000.00.

This reduction also applies to Your initial benefit amount if Your coverage starts on or after the date You reach age 70.

B007.0481

All Options

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 \$.00.

B007.1207

All Options

DEPENDENT VOLUNTARY CRITICAL ILLNESS COVERAGE

All Options

Dependent Spouse Critical Illness Benefit Amount	\$5,000.00 not to exceed 50% of Your Critical Illness Benefit Amount.	B005.0403
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All Options

Dependent Spouse Critical Illness Benefit Amount	\$10,000.00 not to exceed 50% of Your Critical Illness Benefit Amount.	B005.0406
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All Options

Dependent Child Critical Illness Benefit Amount	\$2,500.00 not to exceed 25% of Your Critical Illness Benefit Amount.	B005.0427
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All Options

Dependent Child Critical Illness Benefit Amount	\$5,000.00 not to exceed 25% of Your Critical Illness Benefit Amount.	B005.0429
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All Options

Reduction of Critical Illness Benefit Amount Based On Employee's Age	Your dependent's Critical Illness Benefit Amount is reduced in the same manner as Your Critical Illness Benefit Amount.	B005.0442
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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 \$10,000.00.

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 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 Critical Illness coverage.

Portability Conditions: Portability is subject to all of the Conditions described below.

- You may port if Your coverage under this Certificate ends because: (1) You have terminated employment; (2) You stop being a member of an eligible class of Employees; or (3) the Policy providing this coverage ends.
- You may **not** port Your coverage if You have reached Your 70th birthday on the date coverage under this Certificate 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 Certificate ends.
- You may **not** port if coverage under this Certificate 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 Certificate.

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 Certificate.

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 Certificate 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 Certificate 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 Certificate. 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 Certificate; 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 Certificate 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

A handwritten signature in black ink, appearing to read "Michael Estep", with a stylized flourish at the end.

Michael Estep, Vice President

B007.0648

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 Certificate by the addition of the following:

Wellness Benefit

This Certificate will pay a benefit if a Covered Person has one of the following wellness tests or procedures performed.

We limit what we pay to \$100.00 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 Certificate and Your dependent Spouse and Covered Dependent Child(ren).

This Certificate 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
- Human papillomavirus screening
- Cervical Cancer Screening
- 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 Estep, Vice President

B007.0664

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 the Certificate 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 Certificate 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 Certificate 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 Certificate 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 Certificate 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 Certificate 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; 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.

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 "Michael Estep", written in a cursive style.

Michael Estep, Vice President

B005.0758

CERTIFICATE AMENDATORY RIDER

This Rider amends the Certificate as follows and is effective on the later of the Policy Date or the date requested by the Policyholder.

This Rider amends the Certificate by replacing the definition of **Spouse** and **Domestic Partner** with the following:

Spouse: This is the person to whom You are legally married or Your **Domestic Partner** or civil union partner.

Domestic Partner: This is the same-sex or opposite-sex person with whom Your domestic partnership is currently registered with any state or local government domestic partner registry.

This term includes an unregistered Domestic Partner, who is the person with whom You live and share financial assets and obligations. An unregistered Domestic Partner must be at least 18 years of age, able to provide legal consent and cannot be a blood relative. You and Your unregistered Domestic Partner may not be married to, in a marriage or domestic partnership with, or legally separated from anyone else.

Domestic Partners are not subject to any proof of relationship or waiting period requirements not also imposed upon marriages. A Domestic Partner registry certificate will be accepted as fully equivalent to a marriage certificate.

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 Estep, Vice President

B601.0173

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

This Booklet Includes All Benefits For Which You Are Eligible.

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

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

"Please Read This Document Carefully".

CERTIFICATE OF COVERAGE

The Guardian Life Insurance Company of America

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

The Group Vision Insurance Coverage described in this Certificate is attached to the group Policy effective January 1, 2021. This Certificate replaces any Certificate previously issued under the Policy or under any other plan providing similar or identical benefits issued to the Employer by Guardian.

GROUP VISION INSURANCE 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 Employer's eligibility and Effective Date requirements; (b) be listed in Our and/or the Employer'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.

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

Employer: EK HEALTH SERVICES INC.

Group Policy Number: 00580178

Effective Date: January 1, 2021



Michael Estep, Vice President



Harris Oliner, Senior Vice President
and Corporate Secretary

B435.0959

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DEFINITIONS

VISION INSURANCE COVERAGE SCHEDULE OF BENEFITS

CERTIFICATE RIDER

CERTIFICATE AMENDATORY RIDER

All Options

NOTICE: WE WILL PROVIDE WRITTEN NOTIFICATION BY MAIL TO THE LAST KNOWN ADDRESS OF ALL AFFECTED NONEMPLOYEE CERTIFICATE HOLDERS AT LEAST 60 DAYS PRIOR TO THE EFFECTIVE DATE OF THE FOLLOWING: TERMINATION OF THE PLAN, INCREASE IN PREMIUM, REDUCTION OR ELIMINATION OF BENEFITS OR RESTRICTION OF ELIGIBILITY NOT REQUESTED BY THE PLANHOLDER.

SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS INSURANCE, YOU MAY CONTACT THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA AS SHOWN BELOW.

COMPLAINT NOTICE

This notice is to advise You that should any complaints arise regarding this insurance you may contact the Guardian at the following address or phone number:

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

If you feel Your complaints have not been resolved after contacting the Guardian You may contact the California Department of Insurance at the following address and phone number:

**Department Of Insurance
300 South Spring Street
Los Angeles, California 90013
Consumer Hotline: 1 (800) 927-HELP (4357)
TDD: 1 (800) 482-4TDD (4833)
Website: www.insurance.ca.gov/01-consumers/**

B435.1293

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, subject to a grace period of 31 days.

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 any 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.

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 during the 2 years from its date of issue, We will refund premiums paid for the periods such insurance is void.

B435.1294

CONDITIONS OF ELIGIBILITY FOR GROUP VISION INSURANCE COVERAGE

B435.0005

All Options

Employee Eligibility

You are eligible for vision coverage if You are:

- In an eligible class of Employees;
- An active Full-Time Employee; and
- Working at least the minimum required number of hours 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.

You are **not** eligible for vision coverage if You are:

- A temporary or seasonal Employee; or
- The Employee for whom, pursuant to a collective bargaining agreement, the Employer makes any payments to any kind of health and welfare benefit plan other than under this Certificate.

Enrollment: If You must pay all or part of the cost of Employee coverage, You must enroll and agree to make required payments within 31 days of Your eligibility date. If You fail to do this, You cannot enroll until the plan's next vision open Enrollment Period. "Open Enrollment period" means an annual open enrollment period set up by the Employer and agreed to by Us.

This plan's vision open Enrollment Period occurs from December 1st to December 31st of each year.

Once You enroll in this plan, You cannot drop Your or Your dependent's vision coverage until this plan's next vision open Enrollment Period. Once You drop Your or Your dependent's vision coverage, You will not be permitted to enroll again until the next vision open Enrollment Period which starts after the date coverage is dropped.

If You initially waived vision coverage under this plan because You were covered under another group vision care plan, and You wish to enroll in this plan because Your coverage under the other plan ended, You may do so without waiting until the next vision open Enrollment Period. But, Your coverage under the other plan must have ended due to one of the events listed below:

- Termination of Your Spouse's employment.
- Loss of eligibility under Your Spouse's vision plan.
- Divorce.
- Death of Your Spouse.
- Termination of the other vision plan.

In that case, You must enroll in the vision coverage under this plan within 30 days of the date that any of the events listed above occurs.

B435.0970

All Options

Dependent Eligibility

Your eligible dependents are Your:

- Spouse; and
- Dependent child, including:
 - A newborn child, natural child, stepchild 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 mentally disabling injury, illness or condition. A dependent child may remain eligible for dependent benefits past the age limit, subject to the conditions below:
 - The condition started before he or she reached the age limit; and
 - The child remained continuously covered until he or she reached the age limit; and
 - We will send notice to You to send Us written proof that the child is dependent upon You for support and maintenance and is incapable of self-sustaining employment by reason of a disabling physical or mental injury, illness, or condition. You have 60 days from the date the child reaches the age limit to do this. We can ask for periodic proof that the child's condition continues, but We cannot ask for this proof more than once a year.

Eligible dependent does not include anyone who is insured under the Policy as the Employee.

B435.1295

All Options

Eligibility Waiting Period

You and Your dependents are eligible under this Certificate after You complete the eligibility waiting period, if any, established by the Employer.

B400.0087

All Options

When Coverage Starts

Your Employer will inform You of Your Effective Date under the Group Vision Policy. Your coverage begins on the date:

- You and Your eligible dependents are eligible for the Group Vision Policy as stated in the Conditions Of Eligibility for Group Vision Insurance section; and
- You and Your eligible dependents have enrolled in the Group Vision Policy; and
- Required premiums have been paid.

B435.0036

All Options

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;

and if:

- You were fully capable of performing Active Work for the Employer for the minimum number of hours of the Employee in Your eligible class at 12:01 AM Standard Time for Your place of residence on the scheduled Eligibility Date; and

- You were Actively at Work and working the minimum number of hours of the 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.

B400.0094

All Options

Family Status Change

You may request the addition of Vision Insurance Coverage if You have experienced a Family Status Change.

A Family Status Change includes one or more of the following:

- Marriage or divorce;
- Death of a Spouse or child;
- Birth or adoption of a child;
- Your Spouse's termination of employment or a change in Your Spouse's employment that results in the loss of group coverage.

The term "marriage" may also refer to civil unions and domestic partnerships, as recognized by the jurisdiction in which You reside.

If a change in Family Status occurs, You may request the addition of Vision Insurance Coverage for which You were not previously insured. You must provide proof of the Family Status Change and request the addition of Vision Insurance Coverage in writing within 31 days after the date of the Family Status Change as described above.

Refer to the When Coverage Starts section for information regarding when this coverage is effective.

B435.0981

All Options

When Your Coverage Ends

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

- The last day of the month in which Your Active Full-Time Work ends for any reason, except as shown below under Continuation of Coverage.
- The last day of the month in which You stop being an eligible Employee under this Certificate.

- 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 or by You.
- The date You die.

B435.0536

All Options

When Your Dependent Coverage Ends

Your dependent coverage will end on the first of the following events:

- When Your coverage ends.
- When You stop being an eligible Employee under this Certificate.
- The date the group 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.
- On the last day of the month in which Your child attains the age limit, except as described in the Dependent Eligibility section.
- For your Spouse, on the last day of the month in which Your marriage ends in legal divorce or annulment.

B400.0115

CONTINUATION OF COVERAGE

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.

Continuation Rights

You may be eligible to continue Your group vision coverage under more than one Continuation Rights section at the same time. If You choose to continue Your group vision coverage under more than one section, the continuations: (1) start at the same time; (2) run concurrently; and (3) end independently, on their own terms.

If continuing coverage under more than one continuation section: (1) You will not be entitled to duplicate benefits; and (2) You will not be subject to the premium requirements of more than one section at the same time.

Uniformed Services Continuation Rights

USERRA (Uniformed Services Employment and Reemployment Rights Act) is a federal law that provides reemployment rights for veterans and members of the National Guard and Reserve following military service. It also prohibits employer discrimination against any person on the basis of that person's past military service, current military obligations or intent to join one of the uniformed services.

If Your group vision coverage under the Policy would otherwise end because You enter into active military service, You may elect to continue such coverage for Yourself and Your eligible dependents in accordance with the provisions of USERRA.

You may contact Your Employer for additional information.

COBRA Continuation Rights

If vision insurance for You or Your dependents ends, You or Your dependents may qualify for continuation of such insurance under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA). For more information, You may contact Your Employer or visit Our website at www.GuardianAnytime.com.

Family Medical Leave Of Absence (FMLA)

There are certain leaves of absence that may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other similar laws. Please contact Your Employer for information regarding such legally mandated leave of absence laws.

B435.0038

All Options

Dependent Survivorship Benefit

If You die while covered, We will continue dependent coverage for those of Your dependents who were covered when You died. We will do this for six months at no cost, provided: 1) this Employer's vision coverage remains in force; 2) the dependents remain eligible dependents; and 3) in the case of a Spouse, the Spouse does not remarry.

If a surviving dependent elects to continue his or her dependent benefits under another continuation provision, if any, this free continuation period will be provided as the first six months of such continuation.

B435.0040

VISION CLAIM PROVISIONS

You may visit any provider. After VSP pays its portion of the covered charges, You are responsible for the rest. This includes any Deductible, Copayment, and amounts above any coverage maximum, as well as, any remaining charges up to the provider's total charge for services received.

Your reimbursement will be based on VSP's fee schedule for Your specific Policy. Please refer to Your Schedule of Benefits.

B435.0520

Filing A Claim

If You have services performed by a Preferred Provider, Your claim will be submitted for You and the payment will be sent directly to Your Preferred Provider.

If You have services performed by a Non-Preferred Provider, You will need to submit Your own claim.

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: You must send Us written notice for which a claim is being made within 20 days of the service. We will not void or reduce Your claim if You cannot send Us notice of claim within the required time. In that case, You must send Us notice of claim as soon as reasonably possible. This notice should include his or her 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, You will be considered to have complied with the requirements of the Certificate as to proof of loss and We will accept a written description and adequate proof of the service that is the basis of the claim as proof of loss. You must detail the occurrence, the character and the extent of the loss for which claim is made.

Proof Of Loss: You must send written proof of loss to Our designated office within 90 days of the loss. We will not void or reduce Your claim if You cannot send Us proof of loss within the required time. In that case, You must send Us proof 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 You are unable to provide proof of loss because You are not legally competent or You lack legal capacity.

Payment Of Benefits: We will pay Vision benefits immediately after We receive written proof of loss, subject to all the terms and conditions of this Policy.

Unless otherwise required by law or regulation, We pay all Vision benefits to You if You are living. If You are not living, Vision benefits shall be paid to Your estate, except that We may pay all Vision benefits, up to an amount not exceeding \$1000, to one of the following:

Your:

- Spouse;
- Parents;
- Children; or
- Brothers and sisters.

Any payment We make in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

All claims must be sent to VSP within one year of the date services are completed or supplies are received. To obtain a claim form visit Our website at www.GuardianAnytime.com.

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

The Guardian Life Insurance Company of America

Vision Service Plan
P.O. Box 385018
Birmingham, AL 35238-5018

Legal Actions: No legal action against Guardian related to 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 3 years from the date of the final benefit determination.

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

B435.1301

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.
- 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 You have 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.
- 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; and
- In the case of an urgent care adverse determination, a description of the expedited review process.

B400.3339

Appeal of Adverse Benefit Determinations

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

A request for an appeal of an adverse benefit determination involving an urgent care claim may be submitted orally or in writing. Necessary information and communication regarding an urgent care claim may be sent to Guardian by telephone, facsimile or similar expeditious manner.

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 You 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:

Urgent Care Claims. Guardian will notify You of its decision as soon as possible but not later than 72 hours after receipt of the request for review of the adverse determination.

Pre-Service Claims. Guardian will notify You of its decision not later than 30 days after receipt of the request for review of the adverse determination.

Post-Service Claims. Guardian will notify You of its decision not later than 60 days after receipt of the request for review of the adverse determination.

External Reviews And Independent Medical Reviews

In the event that You believe a claim was improperly denied, modified or delayed by Guardian or one of Our providers due to the proposed health care services being not medically necessary, You have the right to request an Independent Medical Review (IMR) by the California Department of Insurance (CDI). You must request an external review within 60 days receipt of the adverse benefit determination notice.

With regard to experimental or investigative therapies, We will notify You of the right to request an IMR within 5 business days of the adverse benefit determination notice. If Your physician determines that the proposed therapy would be significantly less effective if not promptly initiated, You can request an expedited review and the analyses and recommendations of the panel of experts will be rendered within seven days of the request for expedited review. At the request of the expert(s), the deadline can be extended by up to three days. The IMR for experimental and investigative therapies will follow the standard procedures except that the reviewer will base his or her determination on relevant medical and scientific evidence.

You can request an IMR by following the steps outlined below.

1. Notify the CDI to request an IMR by filling out an application.
2. Agree and provide written consent to participate in an IMR.
3. The CDI will determine if the request is eligible for an IMR.
4. The IMR Organization will have 30 days to review once all information is gathered unless the request involves an imminent and serious threat to health, which can be expedited and a decision rendered in 3 days.
5. The IMR organization will send the decision to You, Guardian and the Insurance Commissioner.
6. The Commissioner will adopt the recommendation of the IMR organization and promptly notify You and Guardian. The decision is binding to Guardian.

B400.3340

All Options

VISION EXPENSE BENEFITS

This coverage will pay many of a Covered Person's vision care expenses. We pay benefits for Covered Charges incurred by a Covered Person. What We pay and the terms for payment are explained below.

This Certificate includes the Schedule(s) of Benefits. Your class and benefit options are shown in the Schedule of Benefits that applies to You.

B435.0043

All Options

Vision Service Plan (VSP) - This Plan's Vision Care Preferred Provider Organization

The Policy is designed to provide high quality vision care while controlling the cost of such care. To do this, the Policy encourages a Covered Person to seek vision care from vision care practitioners and vision care facilities that belong to VSP, a vision care Preferred Provider Organization (PPO).

The vision care PPO is made up of Preferred Providers in a Covered Person's geographic area. When a Covered Person is enrolled in the Policy, he or she will get an enrollment packet. The packet will: (1) explain how to obtain benefits; and (2) contain information about current vision care Preferred Providers. He or she will also receive information on how to obtain a list of VSP Preferred Providers in his or her area.

A Covered Person may receive vision services from any VSP Preferred Provider. If a Preferred Provider ends his or her relationship with VSP for any reason, VSP will be responsible for furnishing vision services to Covered Persons either through that provider or another VSP Preferred Provider.

Use of the vision care PPO is voluntary. A Covered Person may receive vision care from any vision care provider he or she chooses. And he or she is free to change providers at any time. But, the Policy usually pays more in benefits for covered services furnished by a Preferred Provider. Conversely, it usually pays less for covered services not furnished by a vision care Preferred Provider.

What We pay is based on all of the terms of the Policy. Please read this Certificate carefully for specific benefit levels, Copayments, Deductibles, Payment Rates and Payment Limits.

A Covered Person may call VSP should he or she have any questions about the vision coverage.

VSP Customer Care

877-814-8970

Obtaining Services from a Preferred Provider

When a Covered Person wishes to receive services from a Preferred Provider, he or she must contact the Preferred Provider before receiving the services. The Preferred Provider will contact VSP to verify the Covered Person's coverage.

What We pay for charges for covered services is subject to all of the terms of this Certificate.

B435.0989

All Options

Continuity Of Care

At Your request, We can arrange for the completion of covered services by a terminated Preferred Provider for the duration of an Acute Condition. A terminated Preferred Provider means a vision care practitioner whose contract to provide services to Covered Persons is terminated or not renewed by Us or one of Our contracting vision groups. A terminated Preferred Provider is not a vision care practitioner who voluntarily leaves Us or Our contracting vision group. You must be undergoing a course of treatment for an Acute Condition and Your coverage under the Policy must continue during the completion of covered services.

B435.0511

All Options

How This Plan Works

We pay benefits for the covered charges a Covered Person incurs as shown below. The services and supplies covered under this Certificate are explained in Covered Services and Supplies. What We pay is subject to all of the terms of this Certificate. Read the entire Certificate to find out what We limit or exclude.

Covered charges are the charges for the services and supplies described below. We pay benefits only for covered charges Incurred by a Covered Person while he or she is covered by this Certificate. Charges in excess of any Payment Limits shown in this Certificate are not covered.

If a Covered Person plans to use the services of a Preferred Provider, the Preferred Provider must receive authorization from VSP. See Obtaining Services from a Preferred Provider. If authorization is not received, benefits will be paid as if services and supplies were received from a Non-Preferred Provider.

If a Covered Person receives services or supplies from a Non-Preferred Provider, he or she must submit the itemized bill to VSP for claims payment. Please refer to Vision Claim Provisions in this Certificate.

Copayments: A Covered Person must pay a Copayment each time he or she receives a vision examination. And, he or she must pay a Copayment each time he or she receives lenses or a frame or a complete pair of eyeglasses covered by this Certificate. We pay benefits for the covered charges a Covered Person incurs in excess of the Copayment. This Certificate's Copayments are shown in the Schedule Of Benefits.

Cash Deductibles: There are separate cash Deductibles for each covered service furnished by a Non-Preferred Provider. These cash Deductibles are shown in the Schedule of Benefits. The Covered Person must have covered charges in excess of the cash Deductible before We pay benefits for the service or supply. The cash Deductible will be subtracted from the reimbursement to the member.

Payment Limits: Payment limits, durational or monetary, are shown in the Covered Services and Supplies. When a monetary Payment Limit is set for a pair of materials, the limit is halved if only one item is purchased.

Payment Rates: Once a Covered Person has paid any applicable Copayment or Deductible, We pay benefits for covered charges under this Certificate at the Payment Rate shown in the Schedule Of Benefits. What We pay is subject to all of the terms of this Certificate.

B435.1311

All Options

Covered Services And Supplies

This section lists the types of charges We cover. But, what We pay is subject to all of the terms of this Certificate. Read the entire Certificate to find out what We limit or exclude.

B435.0048

All Options

Vision Examinations: We cover charges for comprehensive vision care examinations of visual functions and prescription of corrective eyewear. We only cover charges for one vision examination for each Covered Person in any one calendar year Benefit Period. The comprehensive vision care examination does not include a contact lens exam (evaluation and fitting).

If a Covered Person receives a vision examination from a Preferred Provider, We pay benefits in full for the covered charges for that examination.

If a Covered Person receives a vision examination from a Non-Preferred Provider, We pay benefits for the covered charges for that examination, up to \$39.00.

B435.0049

All Options

Vision Materials We cover charges for either glass or plastic prescription single vision, bifocal, trifocal or Lenticular Lenses. We cover charges for frames. And, We cover charges for prescription contact lenses. Benefit allowances provide no remaining balance for future use within the same Benefit Period, except for Contact Lens benefit.

In any one calendar year Benefit Period We cover charges for either glasses or contact lenses, but not both.

B435.0060

All Options

Standard Lenses: We cover charges for single vision, bifocal, trifocal or Lenticular Lenses. They must be glass or plastic lenses or for dependent children to age 19, Polycarbonate Lenses.

B435.0578

All Options

We only cover charges for one pair of Standard Lenses in any one calendar year Benefit Period.

B435.0583

All Options

If a Covered Person uses a Non-Preferred Provider, We limit what We pay to: (1) \$23.00 for each pair of single vision lenses; (2) \$37.00 for each pair of bifocal lenses; (3) \$49.00 for each pair of trifocal lenses; and (4) \$64.00 for each pair of Lenticular Lenses.

B435.0590

All Options

If the Covered Person chooses elective contact lenses, We do not cover Standard Lenses for one calendar year from the date the elective contact lenses are purchased.

B435.0597

All Options

Standard Frames: We cover charges for Standard Frames.

If a Covered Person uses a Preferred Provider, We cover charges up to a retail frame allowance of \$130.00.

Covered Services And Supplies (Cont.)

If a Covered Person uses a Non-Preferred Provider, We limit what we pay for each set of Standard Frames to \$46.00.

We only cover charges for one set of Standard Frames in any two calendar year Benefit Period.

If the Covered Person chooses elective contact lenses, We do not cover Standard Frames for two calendar years from the date the elective contact lenses are purchased.

B435.0713

All Options

Necessary Contact Lenses: We cover charges for necessary contact lenses but only in place of all other lens and frame benefits available herein. This means that utilization of contact lens benefits exhausts all of the Covered Person's lens and frame benefits for the current Benefit Period, and future eligibility for lenses and frames will be determined as if spectacle lenses and frames were obtained in the current Benefit Period. We cover necessary contact lenses and charges for related professional services but only if the lenses are needed: (1) following cataract surgery; (2) to correct extreme visual acuity problems that cannot be corrected with spectacle lenses; (3) for certain conditions of: Anisometropia or Keratoconus.

And, We only cover charges for one pair of necessary contact lenses in any one calendar year Benefit Period.

If a Covered Person receives necessary contact lenses from a Preferred Provider, We pay 100% of the covered charges.

If a Covered Person receives necessary contact lenses from a Non-Preferred Provider, We limit what We pay for covered charges for such lenses to \$210.00 in any one calendar year Benefit Period.

B435.0616

All Options

Elective Contact Lenses: We cover charges for elective contact lenses, but only in place of all other lens and frame benefits available herein. This means that utilization of contact lens benefits exhausts all of the Covered Person's lens and frame benefits for the current Benefit Period, and future eligibility for lenses and frames will be determined as if spectacle lenses and frames were obtained in the current Benefit Period. We cover charges for hard, rigid gas permeable, soft, disposable, 30-day extended wear, daily-wear and planned replacement elective contact lenses.

If the Covered Person chooses elective contact lenses, We do not cover charges for Standard Lenses for one calendar year and Standard Frames for two calendar years from the date the elective contact lenses are purchased.

Covered Services And Supplies (Cont.)

If a Covered Person uses a Preferred Provider, We limit what We pay for elective contact lenses to \$130.00

If a Covered Person uses a Non-Preferred Provider, We limit what We pay for elective contact lenses to \$100.00.

We cover charges for one set of elective contact lenses in any one calendar year Benefit Period.

B435.0626

All Options

Elective Contact Lens Fitting and Evaluation: The Covered Person must pay a Copayment each time he or she receives an elective contact lens Fitting and Evaluation for the covered elective contact lenses. We pay benefits for the covered charges a Covered Person incurs in excess of the Copayment. This Certificate's Copayments are shown in the Schedule of Benefits.

If a Covered Person uses a Non-Preferred Provider the contact lens allowance is applied towards the cost of the contact lenses and the Fitting and Evaluation.

B435.0635

All Options

Low Vision Benefits: We pay benefits for the covered charges at the Payment Rates shown in the Schedule of Benefits provided to a Covered Person who has severe visual problems which cannot be corrected with Standard Lenses.

Low Vision services are Low Vision Supplementary Testing and Low Vision Supplemental Care.

If a Covered Person receives Low Vision Supplementary Testing, We pay benefits for the covered charges for the testing up to \$125.00 per test.

We cover no more than two Low Vision Supplementary Test(s) per Covered Person in any 24 month Benefit Period.

We limit what We pay for all covered Low Vision services, including any amount paid for Low Vision Supplementary Testing, to \$1,000.00 per Covered Person in any 24 month Benefit Period.

B435.1126

All Options

Exclusions

No benefits will be paid for services or materials connected with, or charges arising from:

- Orthoptics or vision training and any associated supplemental testing.

- Aniseikonic lenses.
- Medical and/or surgical treatment of the eyes or supporting structures.
- Any vision examination or corrective eyewear or safety eyewear required by an employer as a condition of employment unless specifically covered under this Certificate.
- Services or materials provided by any other group benefit plan providing vision care.
- Plano Lenses (non-prescription lenses with less than a +/- .50 diopter power).
- Plano contact lenses to change eye color cosmetically or artistically painted contact lenses.
- Non-prescription sunglasses.
- Two sets of glasses in lieu of bifocals.
- Replacement of lenses, frames, glasses or contact lenses furnished under this Certificate which are lost or broken, except at normal intervals when services are otherwise available.
- Refitting of contact lenses after the initial 90 day fitting period.
- Routine maintenance of contact lenses, such as polishing or cleaning or modifications to contact lenses.
- Corneal refractive therapy (CRT) or orthokeratology (using contact lenses to change the shape of the cornea to reduce myopia).
- A frame that costs more than this Certificate allowance.
- Unused allowance amounts cannot be banked for future use. The allowance must be used during the same office visit.
- Benefits cannot be split. Frames and lenses must be purchased during the same office visit.

B435.1337

All Options

- Progressive Multi-Focal Lenses.

B435.0089

All Options

- Anti-Reflective Coating of the lens or lenses.

B435.0090

All Options

- Photochromic Lenses.

B435.0092

All Options

- Ultraviolet Coating of lenses.

B435.0093

All Options

- Scratch Resistant Coating.

B435.0095

All Options

- High Index Lenses.

B435.0096

All Options

- Polycarbonate Lenses for adults.

B435.0097

All Options

- Polarized/Laminated Lenses.

B435.0098

All Options

- Oversize Lenses.

B435.0636

All Options

- Mirror and Ski Coating.

B435.0099

All Options

- Edge Treatment.

B435.0100

All Options

- Tinted Lenses.

B435.0637

All Options

- Blended Lenses.

B435.0101

All Options

Charges not covered due to these exclusions are not considered charges for covered vision services and cannot be used to satisfy this Certificate's Copayments or Deductibles, if any.

B435.0147

All Options

DEFINITIONS

This section defines certain terms appearing in Your Certificate.

B040.0004

All Options

**Active Work or
Actively At Work or
Actively Working:** These terms mean You are able to perform, and are performing the regular duties of Your work for the Employer, 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.

B435.0518

All Options

Acute Condition: This term means a vision condition that involves a sudden onset of symptoms due to a vision problem that requires prompt vision attention and that has a limited duration.

B435.0516

All Options

Anisometropia: This term means a condition in which two eyes have unequal refractive power. Each eye can be nearsighted (myopia), farsighted (hyperopia), or a combination of both, which is called antimetropia. Generally a difference in power of two diopters or more is the accepted threshold to label the condition anisometropia.

B435.1044

All Options

**Anti-Reflective
Coating:** This term means a clear lens coating that limits light reflection by allowing the maximum amount of light to pass through the lens.

B435.0105

All Options

Benefit Period: This term means the time period beginning when a covered service is received and extending for the period shown in this Certificate, during which benefits for the covered service are available to a Covered Person.

B040.0846

Blended Lenses: This term means bifocals which do not have a visible dividing line.

B040.0847

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.

B435.0108

Copayment: This term means a charge, expressed as a fixed dollar amount, required to be paid by or on behalf of a Covered Person to a Preferred Provider at the time covered services are received.

B435.0109

All Options

Corneal Disorders: This term means any condition (other than Keratoconus) of congenital, pathological or surgical etiology causing compromised integrity of the corneal curvature or media resulting in best correctable acuity of 20/70 or less with spectacles in one or both eyes.

B435.0110

All Options

Covered Person: This term means You, if You are covered by the Policy, and any of Your covered dependents.

B435.0185

All Options

Deductible: This term means a fixed dollar amount the Covered Person is responsible for paying before Guardian will begin paying the cost of covered benefits.

B435.0111

All Options

Edge Treatment: This term means a cosmetic service to make the sides of a cut lens look clear rather than a milky white.

B435.0112

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 Employer and approved by Us and in force and effect as stated on cover page of the Certificate of Coverage.

B435.0113

All Options

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

B435.0114

All Options

Employee: This term means the member of the group determined to be eligible by the Employer.

B435.0115

All Options

Employer: This term means the entity that purchased the Policy.

B435.0116

All Options

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

B040.0856

All Options

Fitting and Evaluation: This term means an examination for the proper fit of contacts and evaluating vision with the contacts. Includes prescription, fitting, evaluation, modification and/or dispensing of contact lenses.

B435.0117

All Options

Full-time: This term means:

You are not a Part-Time Employee as defined by Your Employer and You work at least the minimum required number of hours for the Employer in Your Eligible class (but not less than 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.

B435.0145

All Options

High Index Lenses: This term means material that is used to create thinner lenses than normal plastic. The material does not contain the impact-resistant qualities of polycarbonate.

B435.0120

All Options

High Myopia: Refractive error greater than plus or minus 10.00 diopters of correction; best correctable visual acuity with spectacles of 20/40 or less in either eye; at least two lines improvement in best correctable visual acuity (as measured with standard Snellen chart) with contact lenses.

B435.0121

All Options

Incurred, or Incurred Date: These terms mean: (1) the placing of an order for lenses, frames or contact lenses; or (2) the date on which such an order was placed.

B040.0860

All Options

Irregular Astigmatism: This term means greater than or equal to 2.00 diopters of astigmatism in either eye where the principal meridians are separated by less than 90 degrees, resulting in best correctable acuity of 20/70 or less in the affected eye with spectacles.

B435.0123

All Options

Keratoconus: This term means a development or dystrophic deformity of the cornea in which it becomes cone shaped due to a thinning and stretching of the tissue in its central area. Diagnosis confirmed by keratometric readings, or corneal topography best correctable visual acuity with spectacles of 20/40 or less in either eye; at least two lines improvement in best correctable visual acuity (as measured with standard Snellen chart) with rigid contact lenses.

B435.0124

All Options

Lenticular Lenses: This term means mean high-powered lenses with the desired prescription power found only in the central portion. The outer portion has a front surface with a changing radius of curvature.

B040.0862

All Options

Low Vision: This term means a partial loss of vision; a loss of acuity or sharpness or a loss of side/peripheral vision; and that the Covered Person's most favorable corrected visual acuity is 20/70 or worse in one or both eyes.

B435.1046

All Options

Low Vision Supplemental Care: This term means subsequent Low Vision therapy, when visually necessary or appropriate.

B435.1047

All Options

Low Vision Supplementary Testing: This term means a Low Vision analysis and diagnosis. The analysis and diagnosis includes: (a) a comprehensive examination of visual functions; and (b) the prescription of corrective eyewear or vision aids, when required.

B435.1048

All Options

Mirror and Ski Coating: This term means a thin deposit of appropriate material to the front surface of a lens, causing a portion of the light striking the lens to reflect directly from the front surface.

B435.0125

All Options

Non-Preferred Provider: This term means any optometrist, optician, ophthalmologist, or other licensed and qualified vision care provider that is not under contract, directly or indirectly, with VSP as a Preferred Provider.

B435.0692

All Options

Orthoptics: This term means the teaching and training process for the improvement of visual perception and coordination of two eyes for efficient and comfortable binocular vision.

B040.0865

All Options

Oversize Lenses: This term means larger than a standard lens blank, to accommodate prescriptions.

B040.0866

All Options

Payment Limit: This term means the maximum amount this Certificate pays for covered services and supplies during a specified Benefit Period.

B435.0128

All Options

Payment Rate: This term means the percentage rate that this Certificate pays for covered services and supplies.

B435.0129

All Options

Photochromic Lenses: This term means lenses which change color with the intensity of sunlight.

B040.0870

All Options

Plano Lenses: This term means lenses which have no refractive power (lenses with less than a greater than or equal to .38 diopter power).

B435.0130

All Options

Polarized/Laminated Lenses: This term means lenses that block light reflected from horizontal surfaces such as water, in order to reduce glare.

B435.0131

All Options

Policy: This term means the group Vision Insurance Coverage described in the Policy and this Certificate.

B435.0132

All Options

Polycarbonate Lenses: This term means the highest impact-resistant lens material available. Its high-index properties result in lenses 20-25% thinner than regular plastic. This material is often used for safety and children's eyewear as well as for sports and cosmetic purposes.

B435.0133

All Options

Preferred Provider: This term means an optometrist, optician, ophthalmologist or other licensed and qualified vision care provider who has entered into a contract, directly or indirectly with VSP to provide vision care services and or Vision Materials to Covered Persons.

B435.0638

All Options

Progressive Multi-Focal Lenses: This term means lenses that have no line, but progresses from distance, to intermediate, to near vision.

B435.0135

All Options

Scratch Resistant Coating: This term means a coating applied to spectacle lenses to increase the scratch resistance of the lens surface.

B435.0136

All Options

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

B435.0517

All Options

Standard Frames: This term means frames valued up to the limit published by VSP which is given to Preferred Providers.

B435.0639

All Options

Standard Lenses: This term means regular glass or plastic lenses.

B435.0139

All Options

Tinted Lenses: This term means lenses which have an additional substance added to produce constant tint.

B040.0878

All Options

Ultraviolet Coating (UV): This term means a coating that blocks ultraviolet rays.

B435.0141

All Options

Vision Materials: This term means (1) Elective Contact Lenses; or (2) Standard Lenses, Standard Frames or a complete pair of eyeglasses (lenses and frames).

B435.0142

All Options

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

B435.0143

All Options

You, Your or Your: These terms mean the covered Employee.

B435.0144

STATEMENT OF ERISA RIGHTS

The Guardian Life Insurance Company of America

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

Your group Vision 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).

Statement of Erisa Rights (Cont.)

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.

Qualified Medical Child Support Order and Qualified Domestic Relations Order

Federal law required that group health plans provide medical coverage for a dependent child pursuant to a qualified medical child support order (QMCSO). A dependent child also includes a child for whom You must provide Vision Insurance due to a QMCSO as defined in the ERISA Section 609(a) United States Employee Retirement Income Security Act of 1974, as amended.

You and your beneficiaries can obtain, without charge, from the plan administrator, a copy of any procedures governing Qualified Domestic Relations Orders (QDRO) and QMCSO. You may also obtain this information on the U.S. Department of Labor's website or You may contact them in your telephone directory.

A dependent enrolled due to a QMCSO will not be considered a late enrollee in the plan.

If you have questions about this section, see your plan administrator.

Statement of Erisa Rights (Cont.)

**Vision Benefits
Claims Procedure** 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.

B435.0148

All Options

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.

**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.

Adverse Benefit Determination

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

- The specific reason(s) for the Adverse Benefit 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 reconsider 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;
- 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;
- 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, either 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 claimant(s) 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 Benefit Determination nor that person's subordinate;

- In deciding an appeal based upon a vision or 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 vision or medical experts whose advice was obtained in connection with an Adverse Benefit Determination;
- Ensure that a health care professional engaged for consultation regarding an appeal based upon a professional 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 Benefit 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, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
- If applicable, provide the internal rule, guideline, protocol, or other similar criterion relied upon in making the Adverse Benefit Determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Benefit Determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to the claimant 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.

B435.0149

All Options

VISION INSURANCE COVERAGE SCHEDULE OF BENEFITS

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.

B435.1131

All Options

Initial Election You may choose to be covered under one of the plans of vision expense coverage offered by Your Employer. You may only be covered under one plan at a time. You must notify the Employer of Your election and pay the required premium.

B435.0151

All Options

Group Enrollment Period A group enrollment period is held each year from December 1st to December 31st. During this period, You may choose to enroll for vision insurance coverage under the Policy. In that case, coverage is scheduled to start on the date determined by Your Employer that next follows the date You enroll.

B435.0155

All Options

PPO Copayments	Examinations	\$10.00
	Standard Frames and/or Standard Lenses	\$20.00
	Necessary Contact Lenses	\$20.00
	Fitting and Evaluation - Up to	\$60.00
	Low Vision Examinations and Services	None
	Low Vision Materials	None
Non-PPO Cash Deductibles	Examinations	\$10.00
	Standard Frames and/or Standard Lenses	\$20.00
	Necessary Contact Lenses	\$20.00
	Low Vision Examinations and Services	None
	Low Vision Materials	None
Payment Rates	For Covered Charges	100%
	For Low Vision Supplementary Testing furnished by a Preferred Provider	100%
	For Low Vision Supplementary Testing furnished by a Non-Preferred Provider	100%
	For Low Vision Supplementary Care furnished by a Preferred Provider	75%
	For Low Vision Supplementary Care furnished by a Non-Preferred Provider	75%

B435.1133

All Options

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 until 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 amount within 31 days of the change.

B435.1139

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:

Services and Supplies Received from Participating Retail Chain Providers

Vision care services and supplies that are covered by the Certificate when received from a Preferred Provider or a Non-Preferred Provider may also be covered by the Certificate when such services and supplies are received from a Participating Retail Chain Provider, subject to the limitations and exclusions below.

If services and supplies are received from a Participating Retail Chain Provider, We pay benefits for covered charges, after the Copayment, as shown below:

SERVICES AND SUPPLIES	PARTICIPATING RETAIL CHAIN PROVIDER - COSTCO, WALMART and SAM'S CLUB	OTHER PARTICIPATING RETAIL CHAIN PROVIDERS
Eye Exam - one in any one calendar year Benefit Period.	Covered In Full.	Covered In Full.

B435.1387

All Options

Standard Lenses - one pair in any one calendar year Benefit Period.

● Single Vision	Covered In Full. (Not all lens types may be available at all locations.)	Covered In Full. (Not all lens types may be available at all locations.)
● Bifocal	Covered In Full. (Not all lens types may be available at all locations.)	Covered In Full. (Not all lens types may be available at all locations.)
● Trifocal	Covered In Full. (Not all lens types may be available at all locations.)	Covered In Full. (Not all lens types may be available at all locations.)
● Lenticular	Not Available.	Covered In Full. (Not all lens types may be available at all locations.)
Lens Options - once in any one calendar year Benefit Period.	Covered In Full. (Not all lens options may be available at all locations.)	Covered In Full. (Not all lens options may be available at all locations.)

B435.0668

All Options

SERVICES AND SUPPLIES

Standard Frames - one set in any 2 calendar year Benefit Period.

PARTICIPATING RETAIL CHAIN PROVIDER - COSTCO, WALMART and SAM'S CLUB

Covered In Full up to \$70.00.
No discount available on charges in excess of the benefit amount.

OTHER PARTICIPATING RETAIL CHAIN PROVIDERS

Covered In Full up to \$130.00.

B435.1388

All Options

Elective Contact Lenses - one pair in any one calendar year Benefit Period.

- Contact Lens (Materials Only)

Covered In Full up to \$130.00.

Covered In Full up to \$130.00.

B435.0672

All Options

LIMITATIONS

- Limitations and exclusions of benefits described in the Certificate for VSP Preferred Providers shall also apply to services and supplies received from Participating Retail Chain Provider Providers.
- If a service or supply is not covered by the Certificate when received from a Preferred Provider or a Non-Preferred Provider, such service or supply is not covered by the Certificate when received from a Participating Retail Chain Provider.
- Services and supplies received from a Participating Retail Chain Provider are in lieu of services and supplies received from a VSP Preferred Provider or a Non-Preferred Provider. Membership may be required in order to access benefits through a Participating Retail Chain Provider. Membership fees are not covered under the Certificate.

B435.1160

All Options

EXCLUSIONS

- We do not cover charges for:
 - Medically Necessary Contact Lenses.
 - Safety Glasses.
 - Interim Benefits.
 - Primary Eye Care.
 - Diabetic Eye Care Plus Program.

B435.1161

All Options

DEFINITIONS

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

Participating Retail Chain Provider: This term means vision care providers who are not contracted as VSP Preferred Providers but who have agreed to bill VSP directly for covered vision services and supplies provided as set forth in this rider. Not all Participating Retail Chain Providers may be able to provide all such covered vision services and supplies. Covered Persons should discuss requested services with their provider or contact VSP Customer Care at (877) 814-8970 for details.

The following definition replaces the definition of the term "Copayment" as it is shown in the Certificate.

Copayment: This term means a charge, expressed as a fixed dollar amount, required to be paid by, or on behalf of, a Covered Person to a Preferred Provider or a Participating Retail Chain Provider at the time covered vision services or supplies are received.

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 Estep, Vice President

B435.0691

CERTIFICATE AMENDATORY RIDER

This Rider amends the Certificate as follows and is effective on the later of the Policy Date or the date requested by the Policyholder.

This Rider amends the Certificate by replacing the definition of **Spouse** with the following:

Spouse: This is the person to whom You are legally married or Your **Domestic Partner** or civil union partner.

Domestic Partner: This is the same-sex or opposite-sex person with whom Your domestic partnership is currently registered with any state or local government domestic partner registry.

Domestic Partners are not subject to any proof of relationship or waiting period requirements not also imposed upon marriages. A Domestic Partner registry certificate will be accepted as fully equivalent to a marriage certificate.

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

A handwritten signature in black ink, appearing to read "Michael Estep", with a stylized flourish at the end.

Michael Estep, Vice President

B601.0170

This Booklet Includes All Benefits For Which You Are Eligible.

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

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

"Please Read This Document Carefully".

CERTIFICATE OF COVERAGE

The Guardian 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, 2021. 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

NOTE: This is a supplement to health insurance. It is not a substitute for essential health benefits or minimum essential coverage as defined in federal law. It is also not a substitute for hospital or medical expense insurance, a health maintenance organization (HMO) contract, or major medical expense insurance.

READ YOUR CERTIFICATE CAREFULLY.

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: EK HEALTH SERVICES INC.

Group Policy Number: 00580178

The Guardian Life Insurance Company of America



Harris Oliner, Senior Vice President,
Corporate Secretary



Michael Estep, Vice President

B442.1777

COMPLAINT NOTICE

This notice is to advise you that should any complaints arise regarding this insurance you may contact the Guardian at the following address or phone number:

**The Guardian Life Insurance Company of America
10 Hudson Yards
New York, New York 10001
Telephone: (212) 598-8794
(800) 541-7846**

If you feel your complaints have not been resolved after contacting the Guardian you may contact the California Department of Insurance at the following address and phone number:

**California Department of Insurance
Consumer Communications Bureau
300 South Spring Street, South Tower
Los Angeles, California 90013**

**Consumer Hotline: 1 (800) 927-4357 or TDD 1 (800) 482-4833)
CA Department of Insurance's consumer affairs unit:
www.insurance.ca.gov/01-consumers/**

B442.1778

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GENERAL PROVISIONS

Entire Contract; Changes

The Policy, the application of the Policyholder and the individual applications, if any, of the individuals insured shall constitute the entire contract between the parties, and any statements made by the Policyholder, or by the individuals insured shall, in the absence of fraud, be deemed representations and not warranties. No such statement shall be used in defense to a claim under the policy, unless it is contained in a written application.

No change in this policy shall be valid unless approved by an executive officer of Guardian and evidenced by endorsement hereon, or by amendment hereto signed by the Policyholder and by an executive officer of Guardian. No agent has authority to change this policy or waive any of its provisions.

Time Limit On Certain Defenses

After the Policy has been in force for a period of three years, no statements of the Policyholder contained in the application, and no statement relating to insurability made by any Employee eligible for coverage under the Policy shall be used to deny a claim or in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force prior to the contest for a period of three years during the lifetime of the person with respect to whom any such statement was made.

No claim for loss incurred or disability commencing after three years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the grounds that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which the claim is made.

Fraudulent Statement

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.

B442.1780

All Options

Notice Of Claim

Written notice of claim must be given to Us within 20 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible.

Claim Forms

Upon receipt of a written notice of claim, We will furnish to the claimant the forms for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Proof of Loss

Written proof of loss must be furnished to Us within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Covered Person, later than one year from the time proof is otherwise required.

Time Of Payment Of Claim

Subject to due written proof of loss, all indemnities for loss for which this Policy provides payment will be paid to the Covered Person as they accrue and any balance remaining unpaid at termination of the period of liability will be paid to the Covered Person immediately upon receipt of due written proof.

Unless otherwise required by law or regulation, or stated otherwise in this Certificate, We pay all Accident benefits to You if You are living. If You are not living, We have the right to pay all Accident benefits to one of the following: (1) Your estate; (2) Your Spouse; (3) Your parents; (4) Your children; or (5) Your brothers and sisters.

B442.1781

Legal Actions

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

Conformity With State Statutes

Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which this policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statute.

Physical 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.

B442.1782

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:
 - o The Employer's place of business;
 - o Some place where the Employer's business requires You to travel; or
 - o 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; and (2) 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 return to Active Work and are working Your regular number of hours. Sometimes, a scheduled effective date is not a regularly scheduled work day. If the scheduled effective date falls: on a holiday; on a vacation day; on a non-scheduled work day; 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 able to work in 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.

B442.1881

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
 - Your Domestic Partner's natural child, adopted child, or stepchild 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.

B442.1784

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.

B442.0028

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

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 directly resulting from 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.

B442.1785

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

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

Gunshot Wound We pay the amount shown in the Schedule of Benefits if a Covered Person suffers a Gunshot Wound in a Covered Accident in which the Covered Person did not intentionally shoot himself/herself and which does not result in the death of the Covered Person. It must be directly resulting from a shot from a conventional firearm.

A "conventional firearm" is a weapon which fires a shot (bullet) by gun powder or compressed gas. The Gunshot Wound must require treatment by a Doctor, including overnight care in a Hospital, within 24 hours after the Covered Accident. If the Covered Person is shot more than once in a 24 hour period, We will pay benefits only for the first wound. We do not pay a benefit under this provision for wounds directly resulting from a shot from spring-loaded (BB) guns, compressed air pellet guns, paint ball guns or catapult type (cross-bow, dart, etc.) guns.

If, within 90 days, the Covered Person loses a finger/toe, a hand/foot or the sight of an eye or eyes or dies as the result of the same Gunshot Wound, We will pay only one benefit. We will pay the largest applicable benefit. If We paid a benefit for a Gunshot Wound and then receive a claim for Accidental Death or Dismemberment benefit, We will subtract what We paid for the Gunshot Wound from the Accidental Death or Dismemberment benefit amount due.

B442.1787

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

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 a licensed outpatient facility. This benefit is payable once per Covered Person per Covered Accident.

B442.1788

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 a 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.

B442.1789

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 a licensed outpatient facility. This benefit is payable once per Covered Person per Covered Accident.

B442.1790

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

Traumatic Brain Injury We pay the amount shown in the Schedule of Benefit if a Covered Person is diagnosed with a Traumatic Brain Injury which is a direct result of a Covered Accident.

A Traumatic Brain Injury is a nondegenerative, non-congenital injury to the brain from an external non-biological force, requiring Hospital Confinement for 48 hours or more, and resulting in a permanent neurological deficit with significant loss of muscle function and persistent clinical symptoms. Traumatic Brain Injury must be positively diagnosed by a Doctor based upon documented neurological deficits and confirmatory neuroimaging studies.

A Concussion is not a Traumatic Brain Injury.

If a Coma and Traumatic Brain Injury result from the same Covered Accident, We will pay the higher amount.

This benefit is payable once per Covered Person per Covered Accident.

B442.0081

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

ADDITIONAL 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 of Claim 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.

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

For details, the Covered Person can call Us at 1-800-268-2525.

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.

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

B442.1791

EXCLUSIONS

This Certificate will not pay benefits for any Injury or Accident that directly results from any of the following:

- 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 directly resulting from use of the drug 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.
- Job related or on the job injuries for the Employee.
- An Accident that occurs before the Covered Person is covered by this Certificate.
- Injuries to a dependent child received during birth.

B442.1883

All Options

DEFINITIONS

This section defines certain terms appearing in Your Certificate.

B442.0088

All Options

Accident: This term means an unexpected event or occurrence. The term Accident does not include a Sickness.

B442.1794

All Options

Accidental Death: This term means death resulting from an Accident.

B442.1795

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

**Arthroscopic
Surgery:** This term means a minimally invasive surgical procedure in which an examination, and sometimes treatment, of damage of the interior of a joint is performed using an arthroscope, a type of endoscope that is inserted into the joint through a small incision. Arthroscopic procedures can be performed either to evaluate or to treat many orthopaedic conditions including torn floating cartilage, torn surface cartilage, ACL reconstruction, and trimming damaged cartilage.

B442.1796

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

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 qualified 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. "**Doctor**" includes a qualified medical professional, which means an individual whose education, training, experience and licensing qualify him or her, acting within the scope of that license, to diagnose or treat Sickness or Injury.

B442.1798

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

Exploratory Surgery: This term means surgery performed for diagnostic purposes, rather than to treat a condition.

B442.1800

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

Hernia Surgery: This term means surgery to repair a hernia, which is a weakness in a muscle allowing part of an internal organ to push through.

B442.1801

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 Care Unit: This term means a designated area of a Hospital that:

- 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 physical damage or harm inflicted on the Covered Person's body; not directly resulting from Sickness or disease. The Injury must occur while a Covered Person is insured under this Certificate.

B442.1802

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; and 3) performs services which are allowed by his or her license.

B442.1803

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 accomplish the ordinary tasks of daily living, and those tasks required by a Covered Person's particular occupational role.

B442.1804

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; and 3) practices according to the code of ethics of the American Physical Therapy Association.

B442.1805

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 a 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.

B442.1806

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; and 3) has passed a national certifying examination and performs services which are allowed by his or her certification. The NBRC (National Board for Respiratory Care) is the not for profit organization responsible for credentialing the seven areas of Respiratory Therapy.

B442.1807

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, which includes Your Domestic Partner, civil union partner or equivalent as recognized and allowed by federal law, or state law in Your state of residence or the state in which the marriage was recorded.

B442.1808

All Options

Thoracic Surgery: This term means surgery of the thorax or chest.

B442.1809

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: \$25,000.00
Your Children: \$5,000.00

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

\$1,500.00

All Options

Ambulance

\$200.00

All Options

Blood/Plasma/Platelets

\$300.00

All Options

Burn

2nd Degree

From 18 sq inches up to 34 sq inches: \$500.00

35 sq inches and over: \$1,500.00

3rd Degree

From 9 sq inches to 17 sq inches: \$1,000.00

From 18 sq inches to 34 sq inches: \$2,000.00

35 sq inches and over: \$6,000.00

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

Coma

\$12,500.00

All Options

Concussions \$100.00

All Options

Concussion Baseline Study
(applies only to covered
dependent children age 18
or younger \$25.00

All Options**Dislocations****Closed/Open****All Options**

• Hip \$2,000.00/\$5,000.00

All Options

• Knee \$1,625.00/\$3,250.00

All Options

• Shoulder \$1,250.00/\$2,500.00

All Options

• Collar bone
(sternoclavicular) \$500.00/\$1,000.00

All Options

• Collar bone
(acromioclavicular and
separation) \$100.00/\$200.00

All Options

• Ankle or Foot \$1,000.00/\$2000.00

All Options

• Lower jaw \$750.00/\$1,500.00

All Options

• Wrist or elbow \$625.00/\$1,250.00

All Options

• Toe or finger \$200.00/\$400.00

All Options

• Bones of the hand \$875.00/\$1,750.00

All Options

Diagnostic Exam (Major) \$200.00

All Options

Doctor Follow-Up Visit \$100.00

All Options

Emergency Dental Work
Crown: \$400.00
Extraction: \$100.00

All Options

Emergency Room
Treatment \$300.00

All Options

Epidural Anesthesia Pain
Management \$100.00

All Options

Eye Injury \$300.00

All Options

Family Care \$20.00 per day

All Options

Fractures **Closed/Open**

All Options

● Skull (depressed) \$3,000.00/\$6,000.00

All Options

● Skull (non-depressed) \$1,400.00/\$2,800.00

All Options

● Hip, Thigh (femur) \$4,000.00/\$8,000.00

All Options

● Vertebrae, body of
(excluding
vertebrae processes) \$3,600.00/\$7,200.00

All Options

● Pelvis \$3,200.00/\$6,400.00

All Options

● Leg \$2,400.00/\$4,800.00

All Options

- Bones of the face or nose \$1,200.00/\$2,400.00

All Options

- Upper jaw, maxilla \$1,400.00/\$2,800.00

All Options

- Upper arm (humerus) \$1,400.00/\$2,800.00

All Options

- Lower jaw, mandible \$1,600.00/\$3,200.00

All Options

- Shoulder blade \$1,600.00/\$3,200.00

All Options

- Vertebral process \$800.00/\$1,600.00

All Options

- Forearm \$2,000.00/\$4,000.00

All Options

- Kneecap \$1,600.00/\$3,200.00

All Options

- Foot (except toes) \$1,600.00/\$3,200.00

All Options

- Ankle \$1,600.00/\$3,200.00
- Rib \$320.00/\$640.00

All Options

- Coccyx \$320.00/\$640.00

All Options

- Finger, toe \$320.00/\$640.00

All Options

Gunshot Wound \$1,000.00

All Options

Hospital Admission \$2,000.00

All Options

Hospital Confinement \$400.00 per day

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All Options

Hospital ICU Admission \$4,000.00

All Options

Hospital ICU Confinement \$800.00 per day

All Options

Initial Doctor's
Office/Urgent Care
Facility Treatment \$200.00

All Options

Knee Cartilage \$750.00

All Options

Laceration
No sutures required: \$20.00
Lacerations 4cm or less: \$30.00
Lacerations 5cm up to 14 cm: \$100.00
Lacerations 15cm or more: \$200.00

All Options

Lodging \$150.00 per day

All Options

Medical Appliance **Limit for all Medical Appliances combined,
per Covered Person, per Covered Accident is
\$300.00**

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

GC-SCH-ACC-18

All Options

- Other medical device used for mobility \$50.00

All Options

Outpatient Therapy \$90.00 per day

All Options

Post-Traumatic Stress Disorder \$500.00

All Options

Prosthetic Device/Artificial Limb One: \$750.00
Two or more: \$1,500.00

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 \$350.00

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

Traumatic Brain Injury \$5,000.00

All Options

X-ray

\$40.00

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 - Sickness Hospital Confinement 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:

NOTE: This is a limited insurance benefit and is a supplement to health insurance. It is not a substitute for essential health benefits or minimum essential coverage as defined in federal law. It is also not a substitute for hospital or medical expense insurance, a health maintenance organization (HMO) contract, or major medical expense insurance.

Sickness Hospital Confinement Benefit

SCHEDULE OF BENEFITS

Daily Hospital Confinement Benefit:	Employee: \$25.00 Dependent: \$25.00
Elimination Period:	Employee: 3 days Dependent: 3 days
Maximum Benefit Period Confinement:	Employee: 10 days Dependent: 10 days

BENEFITS

Hospital Confinement: We pay the Daily Hospital Confinement Benefit shown in the Schedule of Benefits above if a Covered Person is confined to a Hospital as the result of a Sickness. This benefit is payable up to the Maximum Benefit Period Per Confinement shown in the Schedule of Benefits above, per Covered Person, after the Elimination Period, if applicable. If a Covered Person is Hospital Confined for more than one Sickness at the same time, We will only pay one Daily Hospital Confinement Benefit per day.

Recurrent Hospital Confinement: If the Covered Person is Hospital Confined within 90 days of a prior Hospital Confinement for which a benefit was payable, We will treat the later Hospital Confinement as a continuation of the prior Hospital Confinement and the Daily Hospital Confinement Benefit will be paid until the Maximum Benefit Period Per Confinement is reached. If the Maximum Benefit Period Per Confinement has already been reached, no additional benefit will be paid. If more than 90 days have passed between the periods of Hospital Confinement, We will treat the later Hospital Confinement as a new and separate Hospital Confinement.

LIMITATIONS AND EXCLUSIONS

Pre-Existing Conditions: A Pre-existing Condition is a Sickness for which, in the "look back period" a diagnosis, care or treatment, including the use of prescription medications, was recommended by or received from a Doctor for the Covered Person.

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

- The effective date of the Covered Person's coverage under this Rider;
- The effective date of a change that increases the benefits payable by this Rider; and
- The effective date of a change in the Covered Person's benefit election that increases the benefit payable by this Rider.

No benefits are payable for Hospital Confinement caused by a Pre-existing Condition, unless the Hospital Confinement starts after the date the Covered Person has been covered under this Rider for 12 months in a row.

We do not cover any Hospital Confinement that starts before Your coverage under this Rider.

Exclusions: This Rider does not pay benefits for Hospital Confinement caused by:

- Injury;
- Treatment for dental care or dental care procedures;
- Elective procedures and/or cosmetic surgery or reconstructive surgery; unless it is needed to (a) correct a deformity caused by: (i) a congenital or developmental abnormality; or (ii) a disfiguring Sickness, physical disease, trauma, infection, tumor or Injury. or (b) restore and achieve symmetry for the patient following mastectomy.

CLAIM PROVISIONS

Notice: Written notice of claim must be given to Us within 20 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. 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: Written proof of loss must be furnished to Us within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Covered Person, later than one year from the time proof is otherwise required.

Proof of Loss should be submitted to:

The Guardian Life Insurance Company of America
Group Accident Claims Department

P.O. Box 14314
Lexington, KY 40512

Authorization Required: The Covered Person must provide Us with written, unaltered authorizations to obtain medical information required to determine Our liability under this Rider. The Covered Person must provide Us with such authorizations as often as We may require, in order that they remain current. Failure to provide such authorizations may delay, suspend or terminate benefits.

Payment Of Benefits: We pay benefits to the Covered Person, if legally competent. If the Covered Person is not legally competent, We pay benefits to the legal representative of the Covered Person's estate. Benefits are paid in U.S. dollars.

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

Benefits to which the Covered Person is entitled may remain unpaid at his or her death. Such benefits may be paid to one of the following: estate, Spouse, parent, child, brother or sister of the Covered Person.

Overpayment Recovery: If We overpaid the Covered Person, he or she must repay Us in full. We have the right to reduce payment, or apply any future benefits payable toward recovery of the overpayment.

DEFINITIONS

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

Covered Person: This term means You, as an Employee covered under this Rider or Your covered dependent Spouse or child.

Doctor: This term means any qualified 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. "**Doctor**" includes a qualified medical professional, which means an individual whose education, training, experience and licensing qualify him or her, acting within the scope of that license, to diagnose or treat Sickness or Injury.

Elimination Period: This term means the period which starts on the date the Covered Person is first admitted to the Hospital.

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.

Employee: This term means You as 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.

Employer: This term means the entity that purchased the Policy.

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.

Hospital Confinement: This term means admission to a Hospital as an Inpatient for at least 24 consecutive hours by a Doctor for treatment or diagnosis of a Sickness. Hospital Confinement does not include Confinement for a newborn child following birth, unless the newborn child is Confined to the Hospital Intensive Care Unit of the Hospital. We do not pay this benefit for a Hospital stay less than 20 hours in an observation unit, or when a charge for room and board is not made. This benefit is not payable for Emergency Room treatment or Outpatient Treatment.

Hospital Intensive Care Unit: This term means a designated area of a Hospital that:

- 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.

Inpatient: This term means a patient who is admitted to a Hospital.

Outpatient Treatment: This term means medical services that a Covered Person receives when not confined as an Inpatient in a Hospital.

Recurrent Hospital Confinement: This term means a Hospital Confinement that is caused by a Sickness, which is the same as, or related to the Sickness, for which We paid a prior Hospital Confinement Benefit.

Sickness: This term means an illness or disease that results in Hospital Confinement and which begins while a Covered Person is covered under this Rider. Pregnancy is treated as a Sickness under this Rider.

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

You or **Your**: These terms mean the insured Employee.

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 "Michael Estep", with a stylized flourish at the end.

Michael Estep, Vice President

B442.0508

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:

NOTE: This is a limited insurance benefit and is a supplement to health insurance. It is not a substitute for essential health benefits or minimum essential coverage as defined in federal law. It is also not a substitute for hospital or medical expense insurance, a health maintenance organization (HMO) contract, or major medical expense insurance.

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. Generally medically accepted cancer screening tests are included on the same terms as other screenings. Wellness tests or procedures are:

- 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
- Hemoccult 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 \$100.00.

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.

The calendar year limits above apply inclusively to any combination of Accident, Critical Illness or Hospital Indemnity Wellness/Health Screening benefit provided by Us for which each Covered Person is insured.

The Wellness Benefit does not qualify for additional limits or payments under this Certificate's Rainy Day Fund, if this Rider is also included with this Certificate.

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

A handwritten signature in black ink, appearing to read "Michael Estep", with a stylized flourish at the end.

Michael Estep, Vice President

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CERTIFICATE RIDER - Rainy Day Fund

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:

Rainy Day Fund

The "Rainy Day Fund" provides a Covered Person with additional benefits when he or she has exhausted a benefit frequency limitation, which applies to a particular benefit, as shown in the Certificate's Schedule of Benefits and/or the Accident Benefits section of the Certificate.

Each Benefit Year, the Rainy Day Fund is available to extend a benefit which the Covered Person has exhausted due to a frequency limitation in that Benefit Year.

We will pay from the Rainy Day Fund, the amounts shown in the Certificate's Schedule of Benefits, for each covered benefit or service. However, We limit what We pay to the amount remaining in the Covered Person's Rainy Day Fund.

Benefit Amounts

Initial Rainy Day Fund Amount: \$500.00

Rainy Day Rollover Maximum: \$250.00

Rainy Day Fund Maximum: \$1,000.00

Each Covered Person starts each Benefit Year with at least the Initial Rainy Day Fund Amount in their Rainy Day Fund. Each Benefit Year, we will use the fund to pay claims until it's exhausted.

If, at the end of a Benefit Year, all available funds are not used to pay claims, the remaining amount is rolled over to the next Benefit Year, subject to the Rainy Day Rollover Maximum. The amount rolled over is added to the greater of the next Benefit Year's Initial Rainy Day Fund Amount or the remaining amount at the end of the Benefit Year. However, we limit the amount in each Covered Person's Rainy Day Fund to the Rainy Day Fund Maximum.

By Covered Person, We mean You, as an Employee covered under this Rider or Your covered dependent Spouse or child.

Benefit Year means a 12 month calendar year.

The Rainy Day Fund does not apply to the following benefits, if these benefits are shown in this Certificate, including any Riders:

- Burn;
- Burn Skin Graft;
- Coma;

- Concussion;
- Concussion Baseline Study;
- Dislocations;
- Emergency Room Treatment;
- Hospital Admission/Hospital ICU Admission;
- Initial Doctor's Office/Urgent Care visit;
- Laceration;
- Medical Appliance;
- Post-Traumatic Stress Disorder;
- Prosthetic Device;
- Tendon/Ligament/Rotator Cuff;
- Traumatic Brain Injury;
- Wellness.

If a Covered Person ports Accident coverage, his or her Rainy Day Fund balance under this Rider is transferred to 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 Estep, Vice President

B442.2126

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

A handwritten signature in black ink, appearing to read "Michael Estep", with a stylized flourish at the end.

Michael Estep, 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 Estep, Vice President

B442.2096

All Options

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.

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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 participant's 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.

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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

CERTIFICATE AMENDATORY RIDER

This Rider amends the Certificate as follows and is effective on the later of the Policy Date or the date requested by the Policyholder.

This Rider amends the Certificate by replacing the definition of **Spouse** and **Domestic Partner** with the following:

Spouse: This is the person to whom You are legally married or Your **Domestic Partner** or civil union partner.

Domestic Partner: This is the same-sex or opposite-sex person with whom Your domestic partnership is currently registered with any state or local government domestic partner registry.

This term includes an unregistered Domestic Partner, who is the person with whom You live and share financial assets and obligations. An unregistered Domestic Partner must be at least 18 years of age, able to provide legal consent and cannot be a blood relative. You and Your unregistered Domestic Partner may not be married to, in a marriage or domestic partnership with, or legally separated from anyone else.

Domestic Partners are not subject to any proof of relationship or waiting period requirements not also imposed upon marriages. A Domestic Partner registry certificate will be accepted as fully equivalent to a marriage certificate.

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 Estep, Vice President

B601.0173

SUMMARY PLAN DESCRIPTION SUPPLEMENT TO CERTIFICATE

You participate in a single or multiple employer insured Welfare Plan. This supplement and your certificate of insurance together may constitute the Summary Plan Description as required by the Employee Retirement Income Security Act of 1974 (ERISA). This supplement should be retained with your certificate.

- **Name of Plan:**

EK HEALTH SERVICES INC. Plan

- **Employer's Name:** (Plan Sponsor)

EK HEALTH SERVICES INC.

Address: 992 S DE ANZA BLVD STE 101
SAN JOSE CA 95129

Phone Number: 877-861-1595

- If you participate in a multiple employer insured Welfare Plan, you may obtain a complete list of the employers sponsoring the plan upon written request to the plan administrator. You may also receive information as to whether a particular employer is a plan sponsor, and if the employer is a plan sponsor, the sponsor's address.

- **IRS Employer Identification Number (EIN):**770497964

- **Plan Number:** 501

- **Type of Administration:**contract administration

- **Plan Administrator:** (if other than Plan Sponsor)

EK HEALTH SERVICES INC.

Address: 992 S DE ANZA BLVD STE 101
SAN JOSE CA 95129

Phone Number: 877-861-1595

- **Agent for the Service of Legal Process:**

EK HEALTH SERVICES INC.

Address: 992 S DE ANZA BLVD STE 101
SAN JOSE CA 95129

Phone Number: 877-861-1595

(Legal process may also be served on the Plan Administrator.)

- If the plan is maintained pursuant to one or more collective bargaining agreements, the following information may be obtained by participants and beneficiaries upon written request to the plan administrator, and is available for examination by participants and beneficiaries: a copy of any such collective bargaining agreement; a complete list of the employers and employee organizations sponsoring the plan; and information as to whether a particular employer or employee organization is a sponsor of the plan, and if so, the sponsor's address. For the purpose of this paragraph, a plan is maintained pursuant to a collective bargaining agreement if such agreement controls any duties, rights or benefits under the plan, even though such agreement has been superseded in part for other purposes.
- **Date of End of Record Year:** January 1st .
- **Sources of Contribution:**Contributions to the plan are provided by:
 - the Employer
 - the Employee
 - Both the Employer and the Employee (assuming there are situations where both contribute).
- A class or classes of full-time employees are eligible to apply for insurance provided they have completed the service waiting period established by the employer, if any. Qualified dependents of these employees may also be eligible for insurance. (Your certificate provides details.)
- Participants and beneficiaries under this Plan can obtain, without charge, a copy of procedures governing qualified domestic relations order (QDRO) determinations from the plan administrator.
- **Termination/Amendment/Elimination:**Conditions may exist in the Group Policy where the plan sponsor or others have the authority to terminate the plan, amend or eliminate benefits under the plan. Please see the Plan Administrator for more information regarding these specific conditions and to request a copy of the Group Policy.
- **Assistance:** For information regarding rights under ERISA, contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

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