



GUARDIANSM

**YOUR GROUP INSURANCE
PLAN BENEFITS**

LOCAL UNION 134 INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

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.

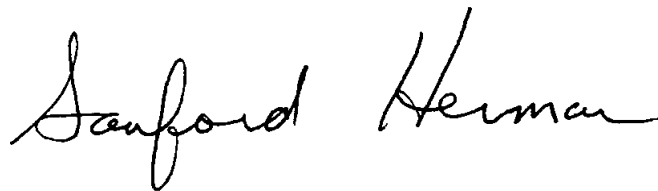
CERTIFICATE OF COVERAGE

The Guardian
7 Hanover Square
New York, New York 10004

We, The Guardian, certify that the employee named below is entitled to the insurance benefits provided by The Guardian described in this certificate, provided the eligibility and effective date requirements of the plan are satisfied.

Group Policy No.	Certificate No.	Effective Date
Issued To		

This CERTIFICATE OF COVERAGE replaces any CERTIFICATE OF COVERAGE previously issued under the above Plan or under any other Plan providing similar or identical benefits issued to the Planholder by The Guardian.



Vice President, Group Pricing & Standards

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COMPLAINT NOTICE

This notice is to advise you that should any complaints arise regarding this insurance you may contact the following:

The Guardian Sales Office
The World Savings Center
11601 Wilshire Blvd., Suite 300
Los Angeles, California 90025
Telephone: (310) 473-3399
(800) 225-3399
Fax: (310) 312-3371

* * * * *

Illinois Department of Insurance
Consumer Division or Public Services Section
Springfield, Illinois 62767

CGP-3-ILDISC

B120.0007-R

GENERAL PROVISIONS

As used in this booklet:

"Covered person" means an employed union member insured by this plan.

"Employer" means an *employer* as defined in the by-laws of Local Union 134 International Brotherhood of Electrical Workers.

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

"Plan" means the Guardian *plan* of group insurance purchased by Local Union 134 International Brotherhood of Electrical Workers.

"You" and "your" mean an employee insured by this *plan*.

CGP-3-R-GENPRO-90

B160.0013-R

Limitation of Authority

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

CGP-3-R-LOA-90

B160.0004-R

Incontestability

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

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

If this *plan* replaces a plan your *employer* had with another insurer, we may rescind the *employer's plan* based on misrepresentations made by the *employer* or an *employee* in a signed application for up to two years from the effective date of this *plan*.

CGP-3-R-INCY-90

B160.0003-R

Examination and Autopsy

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

CGP-3-R-EA-90

B160.0006-R

Accident and Health Claims Provisions

Your right to make a claim for any *accident and health* benefits provided by this *plan*, is governed as follows:

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

Proof of Loss We'll furnish you with forms for filing proof of loss within 15 days of receipt of notice. But if we don't furnish the forms on time, we'll accept a written description and adequate documentation of the *injury* or *sickness* that is the basis of the claim as proof of loss. You must detail the nature and extent of the loss for which the claim is being made. You must send us written proof within 90 days of the loss.

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

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

Payment of Benefits We'll pay benefits for loss of income once every 30 days for as long as we're liable, provided you submit periodic written proof of loss as stated above. We'll pay all other *accident and health* benefits to which you're entitled as soon as we receive written proof of loss.

We pay all *accident and health* benefits to you, if you're living. If you're not living, we have the right to pay all *accident and health* benefits, except dismemberment benefits, to one of the following: (a) your estate; (b) your spouse; (c) your parents; (d) your children; (e) your brothers and sisters; and (f) any unpaid provider of health care services. See "Your Accidental Death and Dismemberment Benefits" for how dismemberment benefits are paid.

When you file proof of loss, you may direct us, in writing, to pay health care benefits to the recognized provider of health care who provided the covered service for which benefits became payable. We may honor such direction at our option. But we can't tell you that a particular provider must provide such care. And you may not assign your right to take legal action under this *plan* to such provider.

Limitations of Actions You can't bring a legal action against this *plan* until 60 days from the date you file proof of loss. And you can't bring legal action against this *plan* after three years from the date you file proof of loss.

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

CGP-3-R-AHC-90

B160.0014-R

ELIGIBILITY FOR DISABILITY COVERAGE

B329.0002-R

Employee Coverage

Eligible Employees To be eligible for employee coverage, you must be an active *full-time employee* and a member of the union. And you must belong to a class of *employees* covered by this *plan*.

Other Conditions If you must pay all or part of the cost of employee coverage, we won't insure you until you enroll and agree to make the required payments. If you do this: (a) more than 31 days after you first become eligible; or (b) after you previously had coverage which ended because you failed to make a required payment, we also ask for *proof* that you're insurable. And you won't be covered until we approve that *proof* in writing.

If your active *full-time* service ends before you meet any *proof of insurability* requirements that apply to you, you'll still have to meet those requirements if you're later re-employed.

Part or all of your insurance amounts may be subject to *proof* that you're insurable. Other parts of this coverage explain if and when we require *proof*. You won't be covered for any amount that requires such *proof* until you give the *proof* to us and we approve it in writing.

CGP-3-EC-90-1.0

B329.0039-R

When Your Coverage Starts *Employee* benefits that don't require *proof* that you are insurable are scheduled to start on the effective date shown on the sticker attached to the inside front cover of this booklet.

Employee benefits that require such *proof* won't start until you send us the *proof* and we approve it in writing. Once we have approved it, the benefits are scheduled to start on the effective date shown in the endorsement section of your application. A copy of the approved application is furnished to you.

But you must be actively at work on a *full-time* basis on the scheduled effective date or dates. And you must have met all of the applicable conditions explained above, and any applicable waiting period. If you are not actively at work on any date part of your insurance is scheduled to start, we will postpone that part of your coverage until the date you return to active *full-time* work.

Sometimes, the effective date shown on the sticker or in the endorsement is not a regularly scheduled work day. But coverage will still start on that date if you were actively at work on a *full-time* basis on your last regularly scheduled work day.

CGP-3-EC-90-2.0

B180.0066-R

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

Employee Coverage (Cont.)

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

CGP-3-DEF-97

B329.0103-R

When Your Coverage Ends Your long term disability coverage ends on the date your active *full-time* service ends for any reason.

It also ends on the date you stop being a member of a class of *employees* eligible for insurance under this *plan*, or when this *plan* ends for all *employees*. and it ends when this *plan* is changed so that benefits for the class of *employees* to which you belong ends.

Your coverage ends the date your membership in the union ends.

If you are required to pay all or part of the cost of this *coverage* and you fail to do so, your 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.

If you are disabled, as defined by this *plan* when your active *full-time* service ends, coverage remains inforce while you are continuously disabled, subject to all the terms of this plan.

CGP-3-EC-90-3.0

B329.0141-R

When Your Coverage Ends Your short term disability coverage ends on the date your active *full-time* service ends for any reason.

It also ends on the date you stop being a member of a class of *employees* eligible for insurance under this *plan*, or when this *plan* ends for all *employees*. and it ends when this *plan* is changed so that benefits for the class of *employees* to which you belong ends.

Your coverage ends the date your membership in the union ends.

If you are required to pay all or part of the cost of this *coverage* and you fail to do so, your 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.

If you are disabled, as defined by this *plan* when your active *full-time* service ends, coverage remains inforce while you are continuously disabled, subject to all the terms of this plan.

CGP-3-EC-90-3.0

B329.0142-R

SHORT TERM DISABILITY HIGHLIGHTS

This page provides a quick guide to some of the plan features about which people most often want to know. But it's not a complete description of your short term disability plan. Read the following pages carefully for a complete explanation of what we pay, limit, and exclude.

CGP-3-STD2K-HL B335.0125-R

Elimination Period For disability due to injury 29 days
 For disability due to sickness 29 days

CGP-3-STD2K-HL B335.0127-R

Maximum Payment Period For disability due to injury 22 weeks
 For disability due to sickness 22 weeks
 Payments for a pre-existing condition will be limited to a maximum of 2 weeks.

CGP-3-STD2K-HL B335.0130-R

Maximum Weekly Benefit \$250.00
 but not more than 70% of your insured earnings.

CGP-3-STD2K-HL B335.0135-R

CGP-3-STD2K-HL B335.0141-R

SHORT TERM DISABILITY INCOME INSURANCE

This insurance replaces part of your income if you become disabled due to sickness or injury.

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

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

Claim Provisions

- Your Duties** If you become *disabled* due to *sickness* or *injury* while insured by this *plan*, you must:
- (a) Give notice of claim as soon as possible after the date of your *injury* or the start of your *sickness*. Prompt notice will permit us to start disability management services.
 - (b) Give a complete account of the details of your *sickness* or *injury*. This will include: (i) the cause of your *disability*, if known; (ii) a description of your *sickness* or the accident that caused your *injury*; and (iii) a list of all *doctors*, hospitals, or other facilities where you have been treated for the cause of your *disability*.
 - (c) Allow release of medical and/or income data needed to assess your claim.
 - (d) Give periodic medical updates as required by this *plan*.
 - (e) Take part in any medical, financial or vocational assessment as required by this *plan*.
 - (f) Apply for other income benefits to which you may be entitled.
 - (g) Promptly report to us the receipt or denial of such other income benefits. And, appeal any denials to the extent possible.
 - (h) Promptly report to us changes in your personal status. This includes: (i) change of address or phone number; (ii) changes in how your *disability* affects your daily living; and (iii) changes in your level of social, volunteer or business activities.
 - (i) If we overpay benefits, promptly report and repay any amount overpaid.
 - (j) If you are working while *disabled*, promptly report to us the amount of your income from such work.
 - (k) Give us proof of your earnings for the period prior to your *disability* and while you are *disabled*.

Claim Provisions (Cont.)

The term "disability management services" means medical and vocational analyses and services. The goal of these services is to maximize your potential to return to gainful work. Gainful work means work for which you are, or may become, qualified by: (a) training; (b) education; or (c) experience. Such work must also be consistent with the level of your *insured earnings*.

Notice You must give written notice of your intent to file a claim under this *plan* as described in this certificate's "Accident and Health Claims Provisions."

You will need to provide the information listed below:

- (a) Your full name, address, phone number, social security number, and group plan number.
- (b) Your last day at work, number of hours worked, and your *own job*.
- (c) Your employer contact and phone number.
- (d) The nature of your *disability*, and whether or not it is work-related.
- (e) Your *doctor's* name, address, and phone number.

For details, you can contact the *plan sponsor* or call Guardian at 1-800-268-2525.

Proof Of Loss You can obtain a claim form to file proof of loss from the *plan sponsor*. This form requires data from you, the *plan sponsor*, and the *doctor(s)* treating you for your *sickness* or *injury*. Proof of loss must be given to us within the time stated in this certificate's "Accident and Health Claims Provisions." If you do not receive a claim form within 15 days, you should send us written proof of loss without waiting for the form.

We require the items listed below as proof of loss:

- (a) Proof of the limits on your ability to perform your *own job*, starting on the date you first became *disabled*. This proof is required from all *doctors* who have treated you for the cause of your *disability*.
- (b) Proof that you have applied for all other sources of income to which you may be entitled, that may affect your payment from this *plan*.
- (c) Proof of receipt of other income that may affect your payment from this *plan*.
- (d) Your signed authorization for release of medical and/or financial data by the sources of such data.

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

The Guardian Life Insurance Company of America
Group Short Term Disability Claims Department
P.O. Box 26160
Lehigh Valley, PA 18002-6160

To Qualify for Payments

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

- (a) You must: (i) become *disabled* while insured by this *plan*; and (ii) remain *disabled* for this *plan's* *elimination period*.
- (b) You must be: (i) under a *doctor's regular care* for the cause of your *disability*, starting from the date you were first *disabled*; and (ii) receiving medical care appropriate to the cause of your *disability* and any other *sickness* or *injury* which exists during your *disability*.
- (c) You must send us written proof of: (i) your *disability*; (ii) your weekly earnings prior to the start of your *disability*; and (iii) any earnings from work while you are *disabled*.

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

Waiver Of Premium Premiums for this insurance are waived while you are entitled to receive a payment from this *plan*.

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

You must give proof that satisfies us as to the items listed below:

- (a) your continued *disability*;
- (b) continued *regular care* by a *doctor* that is appropriate for the cause of your *disability* and any other *sickness* or *injury* which exists during your *disability*;
- (c) earnings from work while you are *disabled*; and
- (d) any other income that you are entitled to receive.

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

You must give us such items within 90 days of the date we make each such request. If you do not, we have the right to suspend or stop your payments under this *plan*.

Right To Request Medical, Financial Or Vocational Assessment We may ask you to take part in a medical, financial or vocational assessment as often as we feel is reasonably necessary. We will pay for all such assessments. If you do not take part in the assessment, we have the right to stop or suspend your payments under this *plan*.

Payment Of Benefits We pay benefits to you if you are legally competent. If you are not, we pay benefits to the legal representative of your estate.

We pay benefits twice each month on a pro rata basis after the period for which they are payable.

Benefits to which you are entitled may remain unpaid at your death. Such benefits may be paid at our discretion to: (a) your estate; or (b) your spouse, parents, children, or brothers and sisters.

When Benefits End

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

- (a) The date you are no longer *disabled*.
- (b) The date you earn, or are able to earn, the maximum earnings allowed while *disabled* under this *plan*.
- (c) The date you are able to perform the major duties of your *own job* on a full-time basis with reasonable accommodation that an employer is willing to provide.
- (d) The date you no longer reside in the United States.
- (e) The date you die.
- (f) The end of the *maximum payment period*.
- (g) The date you fail to give us required current proof of loss. This includes taking part in any medical, financial or vocational assessment we may require.
- (h) The date you are no longer under the *regular care* of a *doctor*.
- (i) The date you become eligible for any other group short term disability income plan.

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

CGP-3-STD2K-3.0

B335.0014-R

Maximum Payment Period The *maximum payment period* is the longest time that benefits are paid by this *plan* for your *disability*.

For *disability* due to *injury* the *maximum payment period* is 22 weeks.

For *disability* due to *sickness*, the *maximum payment period* is 22 weeks.

Payments for a pre-existing condition will be limited to a maximum of 2 weeks.

If This Plan Ends This insurance ends when the group plan ends. It also ends when this insurance is dropped from the group plan for all insureds, or for your class. If you are *disabled* when this insurance ends, we will treat you as if your insurance did not end. But, your benefit will be based on all of the terms of this *plan*.

CGP-3-STD2K-3.1

B335.0016-R

To Determine Your Benefit

Your benefit is determined by the plan of benefits and your *insured earnings* in effect on the date your *disability* starts.

To Determine Your Benefit (Cont.)

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

Determining Your Weekly Benefit Your *weekly benefit* is determined as shown below.

- (a) Your *gross weekly benefit* is this *plan's maximum weekly benefit*. If such amount exceeds 70% of your *insured earnings*, your *gross weekly benefit* will be limited to 70% of your *insured earnings*.
- (b) From your *gross weekly benefit*, subtract the amount of any income listed in "Income We Integrate With" that you receive or are entitled to receive. The result is your *weekly benefit*.

The amount of your *gross weekly benefit* may be limited if the *plan sponsor* has not updated the amount of your *insured earnings* on the most recent reporting date prior to the start of your *disability*.

See the "Redetermination" section of this *plan* for details.

CGP-3-STD2K-4.0

B335.0021-R

Redetermination As of each January 1st, we use your then current *insured earnings* to set rates and to project benefit amounts and limits under this *plan*. However, 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*.

CGP-3-STD2K-4.1

B335.0175-R

Income We Integrate With You may receive, or be entitled to receive, income shown in the list below. We will integrate your *gross weekly benefit* with such income to determine your *weekly benefit* from this *plan*.

- Commissions received, due to be received, or paid after *disability* benefits start. This includes vested and nonvested renewal commissions.
- Disability benefits from any mandated benefit act or law. This includes all temporary disability or state disability benefits required by law.
- Disability benefits from all group plans of: (1) the *plan sponsor*; or (2) your *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: (a) accelerated death benefit; or (b) like provision that allows payment of such plan's proceeds due to terminal illness.
- Disability benefits from any other group plan.
- Disability income from any other plan issued to you: (1) because you are employed by, or associated with: (a) the *plan sponsor*; or (b) your *employer*; or (2) because you are a member of any: (a) union; (b) fraternal benefit society; (c) association; or (d) other like organization.

To Determine Your Benefit (Cont.)

- Benefits as shown below from: (1) the United States Social Security Act; (2) the Railroad Retirement Act; or (3) any other like U.S. or Canadian plan or act.
 - (a) All disability benefits for which: (i) you are qualified; and (ii) your spouse and children are qualified due to your *disability*;
 - (b) All unreduced retirement benefits for which: (i) you are qualified; and (ii) your spouse and children are qualified due to your qualification; and
 - (c) all reduced retirement benefits paid to: (i) you; and (ii) your spouse and children due to your receipt of such benefits.

We will integrate your *gross weekly benefit* with such benefits to which your spouse and children are entitled due to your receipt of or qualification for disability benefits. We do this without regard to: (a) your marital status; (b) where you live; (c) where your spouse lives; (d) where your child lives; or (e) any custody arrangements made on behalf of your child.

- *Retirement plan retirement benefits* funded for your benefit by: (1) the *plan sponsor*; or (2) your *employer*.
- *Retirement plan disability benefits*.
- *Retirement benefits* or *retirement plan disability benefits*, due to your *disability*, from any *government plan* other than those shown above.
- Disability benefits from any: (1) *no-fault motor vehicle* coverage; (2) motor vehicle financial responsibility act; or (3) like law.
- Benefits from: (1) a Workers' Compensation law; (2) an occupational disease law; or (3) any other act or law of like intent. This includes: (a) the Jones' Act; (b) the Longshoreman's and Harbor Workers' Compensation Act; or (c) any Maritime doctrine of Maintenance, Wages or Cure.
- Disability benefits from any third party when your *disability* is the result of the negligence or intentional tort liability of that third party.
- Payment from your *employer* as part of a termination agreement.

We integrate your *gross weekly benefit* with income shown above that you are entitled to receive without regard to the reason you are entitled to receive it.

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

CGP-3-STD2K-4.2

B335.0025-R

Lump Sum Payments Of Other Income

Income with which we integrate may be paid in a lump sum. In this case, we take the equivalent weekly rate stated in the award into account when we determine your *weekly benefit*. If no weekly rate is given, we divide the lump sum payment by the number of calendar days in the period for which it was awarded. This will determine the daily rate. Then, multiply the daily rate by seven. The result is the prorated weekly rate.

To Determine Your Benefit (Cont.)

Cost Of Living Freeze You may receive a cost of living increase in other income with which we integrate. In this case, we do not further reduce your *weekly benefit* by the amount of such increase.

Application For Other Income You must apply for other income benefits to which you may be entitled. If these benefits are denied, you must appeal until: (a) all possible appeals have been made; or (b) we notify you that no further appeals are required.

If we feel you are entitled to receive such income benefits, we will estimate the amount due to you and your spouse and children. We will take this estimated amount into account when we determine your *weekly benefit*. But, we will not take this estimated amount into account if you sign our reimbursement agreement. In this agreement you promise: (a) to apply for any benefits for which you may be eligible; (b) to appeal any denial of such benefits until all possible appeals have been made; and (c) to repay any amount we overpaid due to an award of such benefits.

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

We will assist you in applying for other income benefits.

CGP-3-STD2K-4.3

B335.0027-R

Minimum Payment The minimum weekly payment for disability under this plan is \$25.00.

Partial Week Payment You may be disabled for only part of a week. In this case, we compute your payment as 1/7th of the benefit to which you would be entitled for the week times the number of days you are disabled.

Overpayment Recovery If we overpaid you, you must repay us in full. We have the right to reduce your payment or apply any benefits payable, including the minimum payment, toward recovery of the overpayment.

CGP-3-STD2K-4.4

B335.0028-R

If You Work While Disabled

Income Earned During Disability Subject to the other terms of this *plan*, *income earned during disability* is treated as shown below while this *plan* pays benefits.

We reduce your *weekly benefit* by 50% of your *income earned during disability*.

CGP-3-STD2K-5.0

B335.0032-R

Maximum Income Earned During Disability This *plan* limits the amount of income you may earn, or may be able to earn, and still be considered *disabled*.

If your *income earned during disability* is more than 80% of your *insured earnings*, payments from this *plan* will end. Payments from this *plan* will also end if you are able to earn more than that limit.

CGP-3-STD2K-5.1

B335.0033-R

Recurring Disability

Your benefits from this *plan* will end because you cease to be *disabled*. In this case, a later *disability* may be treated as a *recurring disability*. The terms listed below must be met:

- (a) You return to *active work* right after your benefits end;
- (b) Your *disability* recurs less than two weeks after you were last entitled to benefits;
- (c) Your later *disability* is due to the same cause of, or a cause related to the cause of, your earlier *disability*;
- (d) This *plan* does not end during your return to *active work*;
- (e) You do not become covered under any other group short term disability plan during the time you return to *active work*;
- (f) During the time you return to *active work*, you stay insured by this *plan* and premium payments are made on your behalf; and
- (g) Your benefits do not end because you have used up the *maximum payment period*.

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

If the later *disability* is a *recurring disability*, you will not need to complete a new *elimination period* before becoming entitled to benefits. Your claim for *recurring disability* will be subject to the same terms of the *plan* as your earlier *disability*.

CGP-3-STD2K-6.0

B335.0034-R

Pre-Existing Conditions

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

- (a) receive advice or treatment from a *doctor*;
- (b) take prescribed drugs; or
- (c) receive other medical care or treatment, including consultation with a *doctor*.

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

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

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

For any *disability* due to a pre-existing condition, we limit the *maximum payment period* to 2 weeks; unless the *disability* starts after the date you are insured under this *plan* for 12 months in a row.

Pre-Existing Conditions (Cont.)

You may become *disabled* due to a pre-existing condition after: (a) a change which provides for an increase in the benefits payable by this *plan*; or (b) a change in your benefit election which increases the benefit payable by this *plan*. 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 your *disability* starts after the change has been in force for 12 months in a row.

We do not cover any *disability* that starts before your insurance under this *plan*.

CGP-3-STD2K-8.0

B335.0039-R

Prior Coverage Credit If this *plan* replaces a similar short term disability plan the *plan sponsor* had with another insurer, the pre-existing condition provision may not apply to you. This *plan* must start right after the old plan ends.

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

But, we limit the *maximum weekly benefit* under this *plan* if: (a) it is more than the old plan's maximum; (b) you become *disabled* due to a pre-existing condition; and (c) this *plan* pays benefits for such *disability* because we credit time as explained above. In this case, we limit the *maximum weekly benefit* to an amount equal to the old plan's maximum.

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

CGP-3-STD2K-8.1

B335.0040-R

Exclusions This *plan* does not pay benefits for *disability* caused by:

- (a) declared or undeclared war, act of war, or armed aggression;
- (b) service in the armed forces, National Guard, or military reserves of any state or country;
- (c) your taking part in a riot or civil disorder;
- (d) your commission of, or attempt to commit a crime; or
- (e) intentional self-inflicted injuries.

We do not cover any period of *disability* caused by: (i) job related or on the job *injury*; or (ii) conditions for which benefits are payable by Workers' Compensation or like laws.

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

- (1) during which you are confined to a facility as a result of your conviction of a crime;
- (2) during which you are not receiving regular care by a *doctor*;
- (3) during which you are not receiving medical care appropriate to the cause of your *disability* and any other *sickness* or *injury* which exists during your *disability*;
- (4) which starts before you are insured by this *plan*; or
- (5) during which your loss of earnings is not solely due to your *disability*.

CGP-3-STD2K-9.0-IL

B335.0043-R

Definitions

Active Work, Actively-At-Work Or Actively Working You are able to perform and are performing all of the regular duties of your work for your *employer*, on a full-time basis at: (a) one of your *employer's* usual places of business; (b) some place where your *employer's* business requires you to travel; or (c) any other place you and your *employer* have agreed on for your work.

CGP-3-STD2K-10.0

B335.0045-R

Disability Or Disabled These terms mean you have physical, mental or emotional limits caused by a current *sickness* or *injury*. And, due to these limits, you are not able to perform, on a full-time basis, the major duties of your *own job*.

You are not *disabled* if you earn, or are able to earn, more than this *plan's* maximum allowed *income earned during disability*.

You may be required, on average, to work more than 40 hours per week. In this case, you are not *disabled* if you are able to perform the major duties of your *own job* for 40 hours per week.

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

CGP-3-STD2K-10.2

B335.0048-R

Definitions (Cont.)

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

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

Any days during which you return to *active work* will not count toward the *elimination period*. The *elimination period* will be extended by one day for each day of *active work*. If you become eligible under any other group short term disability plan while you are at *active work*, you will not be entitled to benefits from this *plan*.

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

CGP-3-STD2K-10.3

B335.0050-R

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

Gross Weekly Benefit This *plan's weekly benefit* before it is integrated with other income and earnings.

Income Earned During Disability The weekly income you earn from working while *disabled*. It includes any income you earn while *disabled* but which is returned to your *employer*, partnership, or any other similar business arrangement to cover any business or overhead expenses.

Injury A bodily *injury* due to an accident that occurs, independent of disease or bodily infirmity, while this *plan* is in force. We will consider a disability to be caused by an injury when the disability starts within 90 days of the date of such injury.

CGP-3-STD2K-10.4-IL

B335.0053-R

Insured Earnings Only your earnings from the *employer* will be included as *insured earnings*.

The full amount of your *insured earnings* is used to calculate benefit amounts and limits under this *plan*. We base all calculations on the amount of your *insured earnings* as reported by the *plan sponsor* on the most current reporting date prior to the start of your *disability*. See the "Redetermination" section of this *plan*.

Definitions (Cont.)

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

For all covered persons, *insured earnings* means your rate of weekly earnings, excluding bonuses, commissions, expense accounts and any other extra compensation, as reported by the *plan sponsor*. If you are paid hourly, we calculate weekly earnings based on actual hours worked or billed in the eight weeks before the start of your *disability*. We do not include pay for hours worked or billed over 40 per week.

CGP-3-STD2K-10.5

B335.0057-R

- Maximum Payment Period** The longest time that benefits are paid by this *plan*.
- No-Fault Motor Vehicle Coverage** A motor vehicle plan that pays disability or medical benefits no matter who was at fault in an accident.
- Own Job** Your job for the *employer*. We use the job description provided by the *plan sponsor* to determine the duties and requirements of your *own job*.
- Plan Sponsor** The employer, association, union, trustee, or other group to which this *plan* is issued.
- Recurring Disability** A later *disability* that: (a) is related to an earlier *disability* for which this *plan* paid benefits; and (b) meets the conditions described in "Recurring Disability."
- Regular Care** You are being treated by, or in consultation with, a *doctor* at a frequency that is consistent with your condition. The requirement for *regular care* does not apply if you have reached your maximum point of recovery yet are still *disabled* under the terms of this *plan*.
- CGP-3-STD2K-10.6
- B335.0060-R
- Retirement Plan** 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: (a) profit sharing plans; (b) thrift plans; (c) non-qualified deferred compensation plans; (d) individual retirement accounts; (e) tax sheltered annuities; or (f) stock ownership plans.
- Retirement Plan "retirement benefits"* are lump sum or periodic payments at normal or early retirement. Some *retirement plans* make payments for disability(as defined by those plans) that start before normal retirement age. When such payments reduce the amount that would have been paid at normal retirement age, they are *retirement benefits*. When such payments do not reduce the normal retirement amount, they are "**disability benefits.**"
- Sickness** An illness or disease. Pregnancy is treated as a *sickness* under this *plan*.
- We, Us, And Guardian** The Guardian Life Insurance Company of America.

Definitions (Cont.)

Weekly Benefit This *plan's gross weekly benefit* reduced by other income.

If you are working while *disabled*, your *weekly benefit* will be further reduced based on the amount of your *income earned during disability*. See "If You Work While Disabled."

You The person insured by this *plan*.

CGP-3-STD2K-10.7

B335.0065-R

LONG TERM DISABILITY HIGHLIGHTS

This page provides a quick guide to some of the plan features about which people most often want to know. But it's not a complete description of your long term disability plan. Read the following pages carefully for a complete explanation of what we pay, limit, and exclude.

	CGP-3-LTD2K-HL	B380.0244-R
Own Occupation Period	The first 24 months of benefit payments from this plan. CGP-3-LTD2K-HL	B380.0245-R
Elimination Period	For disability due to injury 180 days For disability due to sickness 180 days CGP-3-LTD2K-HL	B380.0247-R
Maximum Payment Period	See the following table:	
	Age when disability starts	Maximum payment period
	Under age 69	5 years, or to age 70, whichever occurs first
	Age 69 or older	1.00 year
	CGP-3-LTD2K-HL	B380.0251-R
Benefit Percent	60%
	CGP-3-LTD2K-HL	B380.0255-R
Maximum Monthly Benefit	\$3,500.00
	CGP-3-LTD2K-HL	B380.0259-R
Survivor Benefit	Three times the last monthly benefit after it is reduced for income earned during disability you received. CGP-3-LTD2K-HL	B380.0265-R
	CGP-3-LTD2K-HL	B380.0267-R

LONG TERM DISABILITY INCOME INSURANCE

This insurance replaces part of your income if you become disabled due to sickness or injury.

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

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

Claim Provisions

- Your Duties** If you become *disabled* due to *sickness* or *injury* while insured by this *plan*, you must:
- (a) Give notice of claim as soon as possible after the date of your *injury* or the start of your *sickness*. Prompt notice will permit us to start case management. See the "Rehabilitation and Case Management" section of this *plan* for details.
 - (b) Give a complete account of the details of your *sickness* or *injury*. This will include: (i) the cause of your *disability*, if known; (ii) a description of your *sickness* or the accident that caused your *injury*; and (iii) a list of all *doctors*, hospitals, or other facilities where you have been treated for the cause of your *disability*.
 - (c) Allow release of medical and/or income data needed to assess your claim.
 - (d) Give periodic medical updates as required by this *plan*.
 - (e) Take part in any medical, financial or vocational assessment as required by this *plan*.
 - (f) Apply for other income benefits to which you may be entitled.
 - (g) Promptly report to us the receipt or denial of such other income benefits. And, appeal any denials to the extent possible.
 - (h) Promptly report to us changes in your personal status. This includes: (i) change of address or phone number; (ii) changes in how your *disability* affects your daily living; and (iii) changes in your level of social, volunteer or business activities.
 - (i) If we overpay benefits, promptly report and repay any amount overpaid.
 - (j) If you are working while *disabled*, promptly report to us the amount of your income from such work.
 - (k) Give us proof of your earnings for the period prior to your *disability* and while you are *disabled*.

Notice You must send us written notice of your intent to file a claim under this *plan* as described in this certificate's "Accident and Health Claims Provisions." Notice must include:

Claim Provisions (Cont.)

- (a) your full name; phone number; social security number, and group number;
- (b) the date of your last day worked; the number of hours you worked; and your job title;
- (c) your *employer* contact and phone number;
- (d) a statement of the nature of your *disability*; and whether or not it is work-related;
- (e) your *doctor's* name, address and phone number.

For details, you can call Guardian at 1-800-538-4583.

Proof Of Loss When we receive your notice, we will provide you with a claim form for filing proof of loss. This form requires data from you, the *plan sponsor*, and the *doctor(s)* treating you for your *sickness* or *injury*. Proof of loss must be given to us within the time stated in this certificate's "Accident and Health Claims Provisions." If you do not receive a claim form within 15 days of the date you sent your notice, you should send us written proof of loss without waiting for the form.

We require the items listed below as proof of loss:

- (a) During the *elimination period* and the *own occupation period*, proof of the limits on your ability to perform your *own occupation*, starting on the date you first became *disabled*. This proof is required from all *doctors* who have treated you for the cause of your *disability*.

After the *own occupation* period, proof of the limits on your ability to perform any *gainful work*.

- (b) Proof that you have applied for all other sources of income to which you may be entitled, that may affect your payment from this *plan*.
- (c) Proof of receipt of other income that may affect your payment from this *plan*.
- (d) Your signed authorization for release of medical and/or financial data by the sources of such data.

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

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

CGP-3-LTD2K-1.0

B380.0010-R

To Qualify For Payments

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

- (a) You must (i) become *disabled* while insured by this *plan*; and (ii) remain *disabled* for this *plan's elimination period*.

To Qualify For Payments (Cont.)

- (b) You must be: (i) under a *doctor's regular care* for the cause of your *disability*, starting from the date you were first *disabled*; and (ii) receiving medical care appropriate to the cause of your *disability* and any other *sickness* or *injury* which exists during your *disability*.
- (c) You must send us written proof of: (i) your *disability*; (ii) your monthly earnings prior to the start of your *disability*; and (iii) any earnings from work while you are *disabled*.

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

Waiver Of Premium Premiums for this insurance are waived while you are entitled to receive a payment from this *plan*.

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

You must give proof that satisfies us as to the items listed below:

- (a) your continued *disability*;
- (b) continued *regular care* by a *doctor* that is appropriate for the cause of your *disability* and any other *sickness* or *injury* which exists during your *disability*;
- (c) earnings from work while you are *disabled*; and
- (d) any other income that you are entitled to receive.

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

You must permit such assessments and give us such items within 90 days of the date we make each such request. If you do not, we have the right to suspend or stop your payments under this *plan*.

Right To Request Medical, Financial Or Vocational Assessment We may ask you to take part in a medical, financial or vocational assessment as often as we feel is reasonably necessary. We will pay for all such assessments. If you do not take part in the assessment, we have the right to stop or suspend your payments under this *plan*.

CGP-3-LTD2K-2.0-DR

B380.0276-R

Payment Of Benefits We pay benefits to you if you are legally competent. If you are not, we pay benefits to the legal representative of your estate.

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

Benefits to which you are entitled may remain unpaid at your death. Such benefits may be paid at our discretion to: (a) your estate; or (b) your spouse, parents, children, or brothers and sisters.

CGP-3-LTD2K-2.1

B380.0015-R

When Benefits End

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

- (a) The date you are no longer *disabled*.
- (b) The date you earn, or are able to earn, the maximum earnings allowed while *disabled* under this *plan*.
- (c) The date you are able to perform the major duties of your *own occupation* on a full-time basis with reasonable accommodation that an employer is willing to provide.
- (d) After the *own occupation* period, the date you are able to perform the major duties of any *gainful work* on a full-time basis with reasonable accommodation that an employer is willing to provide.
- (e) The date you no longer reside in the United States.
- (f) The date you die.
- (g) The end of the *maximum payment period*.
- (h) The date you fail to give us required current proof of loss. This includes taking part in any medical, financial or vocational assessment we may require.
- (i) The date you are no longer under the *regular care* of a *doctor*.
- (j) The date payments end in accord with a *rehabilitation agreement*.
- (k) The date you refuse to take part in a *rehabilitation program*.

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

CGP-3-LTD2K-3.0

B380.0019-R

When Benefits End (Cont.)

Maximum Payment Period The *maximum payment period* is the longest time that benefits are paid by this *plan* for your *disability*. It is determined by the table shown below.

But, it may be less than that shown due to the nature of your *disability*. See "Special Limitations."

Age when disability starts	Maximum payment period
Under age 69	5 years, or to age 70, whichever occurs first
Age 69 or older	1.00 year

CGP-3-LTD2K-3.1

B380.0151-R

Special Limitations We limit the *maximum payment period*, if you are *disabled* due to: (a) a *mental or emotional condition*; (b) drug or alcohol abuse; or (c) a subjective disorder.

The term "subjective disorder" means a condition that cannot be proved using current clinical standards.

The *maximum payment period* for all periods of *disability* due to *mental or emotional conditions* or drug or alcohol abuse is 24 months. This is a combined maximum for all such conditions and all periods of *disability*.

A separate 24 month lifetime payment limit will apply to *disabilities* due to subjective disorders.

No benefits will be paid for *disability* due to a *mental or emotional condition* or drug or alcohol abuse if you are not receiving treatment for the cause of the *disability* from a provider, or in a facility that is: (a) licensed by the state to provide treatment for such condition; and (b) accredited or approved by the Joint Commission on the Accreditation of Health Care Facilities or Medicare.

If payments under this *plan* would end due to the limits in this section, we may extend such payments, as shown below. But, you must meet all of the following conditions: (a) you must be *disabled* due to a *mental or emotional condition* or drug or alcohol abuse; (b) you must be an inpatient in a qualified institution because of your *disability*; and (c) you must have been treated as an inpatient for at least 14 days in a row. In such case, we extend payments until the earliest of: (i) 90 days from the date of your discharge; (ii) the end of this *plan's maximum payment period*; or (iii) the date your *disability* ends.

The term "qualified institution" means a legally operated hospital or other public or private facility licensed to provide inpatient medical care and treatment for the cause of your *disability*.

If This Plan Ends This insurance ends when the group plan ends. It also ends when this insurance is dropped from the group plan for all insureds, or for your class. If you are *disabled* when this insurance ends, we will treat you as if your insurance did not end. But, your benefit will be based on all of the terms of this *plan*.

CGP-3-LTD2K-3.2

B380.0028-R

To Determine Your Benefit

Your benefit is determined by the plan of benefits and your *insured earnings* in effect on the date your *disability* starts.

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

Determining Your Monthly Benefit

Your *monthly benefit* is determined as shown below.

- (a) Multiply your *insured earnings* by 60%. Round this amount to the nearest dollar.
- (b) If the amount determined above is less than this *plan's maximum monthly benefit*, that amount is your *gross monthly benefit*.

If the amount determined above is equal to or more than this *plan's maximum monthly benefit*, your *gross monthly benefit* is equal to the *maximum monthly benefit*.
- (c) From your *gross monthly benefit*, subtract the amount of any income listed in "Income We Integrate With" that you receive or are entitled to receive. The result is your *monthly benefit*.

The amount of your *gross monthly benefit* may be limited if the *plan sponsor* has not updated the amount of your *insured earnings* to reflect your then current *insured earnings* on the most recent reporting date prior to the start of your *disability*.

See the "Redetermination" of this *plan* for details.

CGP-3-LTD2K-4.0

B380.0033-R

Redetermination

Subject to any proof of insurability requirements of this *plan*, as of each January 1st, we use your then current *insured earnings* to set rates and to project benefit amounts and limits under this *plan*. However, 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*.

CGP-3-LTD2K-4.2

B380.0241-R

Income We Integrate With

You may receive, or be entitled to receive, income shown in the list below. We will integrate your *gross monthly benefit* with such income to determine your *monthly benefit* from this *plan*.

- Commissions received, due to be received, or paid after *disability* benefits start. This includes vested and nonvested renewal commissions.
- Disability benefits from any mandated benefit act or law. This includes all temporary disability or state disability benefits required by law.
- Disability benefits from all group plans of: (1) the *plan sponsor*; or (2) your *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: (a) accelerated death benefit; or (b) like provision that allows payment of such plan's proceeds due to terminal illness.

To Determine Your Benefit (Cont.)

- Disability benefits from any other group plan.
- Disability income from any other plan issued to you: (1) because you are employed by, or associated with: (a) the *plan sponsor*; or (b) your *employer*; or (2) because you are a member of any: (a) union; (b) fraternal benefit society; (c) association; or (d) other like organization.
- Income from a sick leave or salary continuance plan. This applies whether such plan is sponsored on a formal or informal basis. This includes lump sum or recurrent payments of accrued sick leave benefits.
- Benefits as shown below from: (1) the United States Social Security Act; (2) the Railroad Retirement Act; or (3) any other like U.S. or Canadian plan or act.
 - (a) All disability benefits for which: (i) you are qualified; and (ii) your spouse and children are qualified due to your *disability*;
 - (b) All unreduced retirement benefits for which: (i) you are qualified; and (ii) your spouse and children are qualified due to your qualification; and
 - (c) all reduced retirement benefits paid to: (i) you; and (ii) your spouse and children due to your receipt of such benefits.

We will integrate your *gross monthly benefit* with such benefits to which your spouse and children are entitled due to your receipt of, or qualification for, disability benefits. We do this without regard to: (a) your marital status; (b) where you live; (c) where your spouse lives; (d) where your child lives; or (e) any custody arrangements made on behalf of your child.

- *Retirement plan retirement benefits* funded for your benefit by: (1) the *plan sponsor*; or (2) your *employer*.
- *Retirement plan disability benefits*.
- *Retirement benefits* or *retirement plan disability benefits*, due to your *disability*, from any *government plan* other than those shown above.
- Disability benefits from any: (1) *no-fault motor vehicle* coverage; (2) motor vehicle financial responsibility act; or (3) like law.
- Benefits from: (1) a Workers' Compensation law; (2) an occupational disease law; or (3) any other act or law of like intent. This includes: (a) the Jones' Act; (b) the Longshoreman's and Harbor Workers' Compensation Act; or (c) any Maritime doctrine of Maintenance, Wages or Cure.
- Disability benefits from any third party when your *disability* is the result of the negligence or intentional tort liability of that third party.
- Payment from your *employer* as part of a termination agreement.

We integrate 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.

To Determine Your Benefit (Cont.)

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, judgement, waiver or otherwise shall not negate our right.

CGP-3-LTD2K-4.3

B380.0058-R

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: (a) 60 months; or (b) the *maximum payment period*.

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.

Application For Other Income You must apply for other income benefits to which you may be entitled. If these benefits are denied, you must appeal until: (a) all possible appeals have been made; or (b) we notify you that no further appeals are required.

If we feel you are entitled to receive such income benefits, we will estimate the amount due to you and your spouse and children. We will take this estimated amount into account when we determine your *monthly benefit*. But, we will not take this estimated amount into account if you sign our reimbursement agreement. In this agreement you promise: (a) to apply for any benefits for which you may be eligible; (b) to appeal any denial of such benefits until all possible appeals have been made; and (c) to repay any amount we overpaid due to an award of such benefits.

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

We will assist you in applying for other income benefits.

CGP-3-LTD2K-4.4

B380.0062-R

Minimum Payment The minimum monthly payment for *disability* under this *plan* is \$50.00.

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.

CGP-3-LTD2K-4.5

B380.0064-R

If You Work While Disabled

Income Earned During Disability Subject to the other terms of this *plan*, *income earned during disability* is treated as shown below while this *plan* pays benefits. In all cases, your *insured earnings* are adjusted each year by an indexing factor. See the "Indexing" section of this *plan* for how this is done.

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

CGP-3-LTD2K-5.0

B380.0069-R

Maximum Income Earned During Disability This *plan* limits the amount of income you may earn, or may be able to earn, and still be considered *disabled*.

If your *income earned during disability* is more than 80% of your *insured earnings*, payments from this *plan* will end. Payments from this *plan* will also end if you are able to earn more than 80% of your *insured earnings*.

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

CGP3-LTD2K-5.1

B380.0071-R

Indexing If you return to work while *disabled*, we adjust your *insured earnings* each year. We do this by means of an indexing factor. 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 *plan*.

We make the first indexing adjustment after you: (a) have returned to work; and (b) have received 12 monthly payments in a row from this *plan*.

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 for the current year.

The indexing factor is the lesser of: (a) 10%; or (b) one-half of the percentage change in the *CPI-W* for the prior calendar year.

CGP-3-LTD2K-5.2

B380.0073-R

Recurring Disability

Your benefits from this *plan* will end because you cease to be *disabled*. In this case, a later *disability* may be treated as a *recurring disability*. The terms listed below must be met:

- (a) You return to *active work* right after your benefits end;
- (b) Your *disability* recurs less than six months after you were last entitled to benefits;
- (c) Your later *disability* is due to the same cause of, or a cause related to the cause of, your earlier *disability*;
- (d) This *plan* does not end during your return to *active work*;
- (e) You do not become covered under any other similar group income replacement plan during the time you return to *active work*; and
- (f) During the time you return to *active work*, you stay insured by this *plan* and premium payments are made on your behalf.
- (g) Your benefits do not end because you have used up the *maximum payment period*.

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

If the later *disability* is a *recurring disability*, you will not need to complete a new *elimination period* before becoming entitled to benefits. Your claim for *recurring disability* will be subject to the same terms of the *plan* as your earlier *disability*.

CGP-3-LTD2K-6.0

B380.0075-R

Additional Benefits

CGP-3-LTD2K-7.0

B380.0318-R

The Survivor Benefit We may pay a survivor benefit if you die after you: (a) had been *disabled* for at least six months in a row; and (b) were entitled to receive at least one full *monthly benefit*. When we receive proof of your death, we pay your eligible survivor a lump sum benefit.

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

If you have no eligible survivor, no survivor benefit is paid.

Your eligible survivor is your spouse, if living.

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

CGP-3-LTD2K-7.1

B380.0081-R

Social Security Assistance We may feel you are qualified for Social Security disability benefits. If so, we may offer to help you apply for them. If such benefits are under review by Social Security, we may also offer to help you keep them.

We may offer to help:

- (a) Fill out your application for such benefits, and any related forms;
- (b) Find suitable legal counsel; and
- (c) Give medical and vocational data needed to file your claim.

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 the "Application for Other Income" section of this *plan*.

Rehabilitation And Case Management

Case management starts when we are notified of your *disability*.

We will review your *disability* to see if certain services are likely to help you return to *gainful work*. If needed, we may ask for more medical or vocational information.

When our review is complete, we may offer you a *rehabilitation program*. We have the right to suspend or end your *monthly benefit* if you do not accept it.

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

- (a) vocational assessment of your work potential;
- (b) coordination and transition planning with an employer for your return to work;
- (c) consulting with your *doctor* on your return to work and need for accommodations;
- (d) training in job seeking skills and resume preparation;
- (e) retraining;
- (f) child care expense aid; and
- (g) aid in worksite alteration made to comply with the Americans with Disabilities Act. This includes a one-time payment of up to \$500.00.

We have the right to determine which services are appropriate.

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

We stop paying the enhanced benefit on the earliest of:

- (a) The date your benefits from this *plan* end,
- (b) The date you violate the terms of the *rehabilitation agreement*;
- (c) The date you end the *rehabilitation program*; and

(d) The date the *rehabilitation agreement* ends.

If you end a *rehabilitation program* without our consent, you must repay any enhanced benefits paid.

CGP-3-LTD2K-8.0

B380.0089-R

Pre-Existing Conditions

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

- (a) receive advice or treatment from a *doctor*;
- (b) take prescribed drugs; or
- (c) receive other medical care or treatment, including consultation with a *doctor*.

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

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

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

No benefits are payable for *disability* due to a pre-existing condition, unless the *disability* starts after you complete at least one full day of *active work* after the date you are insured under this *plan* for 12 months in a row.

You may become *disabled* due to a pre-existing condition after: (a) a change which provides for an increase in the benefits payable by this *plan*; or (b) a change in your benefit election which increases the benefit payable by this *plan*. 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 your *disability* starts after you complete at least one full day of *active work* after the change has been in force for 12 months in a row.

We do not cover any *disability* that starts before your insurance under this *plan*.

CGP-3-LTD2K-9.0

B380.0090-R

Prior Coverage Credit If this *plan* replaces a similar income replacement plan the *plan sponsor* had with another insurer, the pre-existing condition provision may not apply to you. This *plan* must start right after the old plan ends.

Pre-Existing Conditions (Cont.)

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

But, we limit the *maximum monthly benefit* under this *plan* if: (a) it is more than the old plan's maximum; (b) you become *disabled* due to a pre-existing condition; and (c) this *plan* pays benefits for such *disability* because we credit time as explained above. In this case, we limit the *maximum monthly benefit* to an amount equal to the old plan's maximum.

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

CGP-3-LTD2K-9.1

B380.0092-R

Not Covered

Exclusions This *plan* does not pay benefits for *disability* caused by:

- (a) declared or undeclared war, act of war, or armed aggression;
- (b) service in the armed forces, National Guard, or military reserves of any state or country;
- (c) your taking part in a riot or civil disorder;
- (d) your commission of, or attempt to commit a crime; or
- (e) intentional self-inflicted injuries.

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

- (1) during which you are confined to a facility as a result of your conviction of a crime;
- (2) during which you are not receiving *regular care* by a *doctor*;
- (3) during which you are not receiving medical care appropriate to the cause of your *disability* and any other *sickness* or *injury* which exists during your *disability*;
- (4) which starts before you are insured by this *plan*; or
- (5) during which your loss of earnings is not solely due to your *disability*.

CGP-3-LTD2K-10.0-IL

B380.0277-R

Definitions

Active Work, Actively-At-Work Or Actively Working You are able to perform and are performing all of the regular duties of your work for your *employer*, on a full-time basis at: (a) one of your *employer's* usual places of business; (b) some place where your *employer's* business requires you to travel; or (c) any other place you and your *employer* have agreed on for your work.

CGP-3-LTD2K-12.0

B380.0098-R

CPI-W That part of the United States Department of Labor Consumer Price Index that measures the relative value of the cost of a typical urban wage earner's purchase of certain goods and services. The change in cost is expressed as a percentage of the cost of those goods and services in a base period. When we compute the change in *CPI-W*, we use the value of the *CPI-W* published in December of that year and the value published in December of the prior year. If the Department of Labor stops publishing the *CPI-W*, we have the right to use some other similar standard.

CGP-3-LTD2K-12.2

B380.0100-R

Disability Or Disabled These terms mean you have physical, mental or emotional limits caused by a current *sickness* or *injury*. And, due to these limits, you are not able to perform the major duties of your *own occupation* or any *gainful work* as shown below:

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

You are not *disabled* if you earn, or are able to earn, more than this *plan's* maximum allowed *income earned during disability*.

You may be required, on average, to work more than 40 hours per week. In this case, you are not *disabled* if you are able to work for 40 hours per week.

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

CGP-3-LTD2K-12.3

B380.0102-R

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

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

Any days during which you return to *active work* will not count toward the *elimination period*. The *elimination period* will be extended by one day for each day of *active work*. If you become eligible under any other similar group income replacement plan while you are at *active work*, you will not be entitled to benefits from this *plan*.

Definitions (Cont.)

- Employer** The business entity that employs you and is: (a) the *plan sponsor*; or (b) associated with the *plan sponsor*.
CGP-3-LTD2K-12.10 B380.0112-R
- Gainful Work** Work for which you are, or may become, qualified by: (a) training; (b) education; or (c) experience. Such work must also be consistent with the level of your *insured earnings*.
- Government Plan** Any of the following: (1) the United States Social Security Act; (2) the Railroad Retirement Act; (3) the Canadian Pension Plan; or (4) any other plan provided under the laws of a state, province or any other political subdivision. It also includes: (a) any public employee retirement plan; or (b) any plan provided in place of the above named plan or acts. It does not include: (i) any Workers' Compensation Act or similar law; (ii) the Jones' Act; (iii) the Longshoreman's and Harbor Workers' Compensation Act; or (iv) the Maritime Doctrine of Maintenance, Wages, or Cure.
- Gross Monthly Benefit** This *plan's monthly benefit* before it is integrated with other income and earnings.
- Income Earned During Disability** The monthly income you earn from working while *disabled*. It includes any income you earn while *disabled* but which is returned to your *employer*, partnership, or any other similar business arrangement to cover any business or overhead expenses.
- Injury** A bodily *injury* due to an accident that occurs, independent of disease or bodily infirmity, while this plan is in force. We will consider a disability to be caused by an injury when the disability starts within 90 days of the date of such injury.
CGP-3-LTD2K-12.11-IL B380.0280-R
- Insured Earnings** Only your earnings from the *employer* will be included as *insured earnings*.
The full amount of your *insured earnings* is used to calculate benefit amounts and limits under this *plan*. We base all calculations on the amount of your *insured earnings* as reported by the *plan sponsor* on the most current reporting date prior to the start of your *disability*. See the "Redetermination" of this *plan*.
Insured earnings includes your contributions deposited into a cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section 401(k), 403(b) or 457. Earnings based on excluded income and *employer* contributions deposited into such 401(k), 403(b) or 457 plan are excluded.
For all covered persons, *insured earnings* means your rate of monthly earnings, excluding bonuses, commissions, expense accounts, and any other extra compensation, as reported by the *plan sponsor*. 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. Such earnings are multiplied by 4.333.
CGP-3-LTD2K-12.12 B380.0126-R

Definitions (Cont.)

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

Mental Or Emotional Conditions Include, but are not limited to: (a) neurosis; (b) psychoneurosis; (c) psychosis; (d) psychopathy; and (e) any other mental or emotional disorder, including those caused by chemical imbalance.

Monthly Benefit This *plan'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 *income earned during disability*. See the "If You Work While Disabled" provision of this *plan* for how this is done.

CGP-3-LTD2K-12.13

B380.0129-R

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

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

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

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

Regular Care You are being treated by, or in consultation with, a *doctor* at a frequency that is consistent with your condition. The requirement for *regular care* does not apply if you have reached your maximum point of recovery yet are still *disabled* under the terms of this *plan*.

CGP-3-LTD2K-12.14

B380.0133-R

Rehabilitation Agreement A formal agreement between; (a) you; (b) us; and (c) your *employer*, if needed. It outlines the *rehabilitation program* in which you agree to take part.

Rehabilitation Program A program of work or job-related training for you that we approve in writing. Its aim is to restore your wage earning abilities.

Retirement Plan 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: (a) profit sharing plans; (b) thrift plans; (c) non-qualified deferred compensation plans; (d) individual retirement accounts; (e) tax sheltered annuities; or (f) stock ownership plans.

Definitions (Cont.)

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

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

We, Us, And Guardian The Guardian Life Insurance Company of America.

You The person insured by this *plan*.

CGP-3-LTD2K-12.15

B380.0135-R

WORKER'S COMPENSATION

For Persons Not Covered By Worker's Compensation A covered person may not be eligible for, or may choose not to be covered by Worker's Compensation. Such person may sustain an on-the-job or job-related injury. If this occurs, we provide benefits as described below:

- (1) For all coverages under this plan, except those that provide benefits for loss of life or loss of income due to disability, we pay benefits for covered charges incurred by the covered person for care and treatment of such injury or condition to the same extent we'd pay benefits for covered charges due to any other sickness or injury.

But what we pay is based on all the terms of this plan.

- (2) For any coverages that provide benefits for loss of income due to disability, we pay benefits for disability due to such injury or condition the same way we'd pay benefits for any other disability.

But what we pay is based on all the terms of this plan.

CGP-3-R-WCOMP-85

B595.0004-R

GLOSSARY

This Glossary defines the italicized terms appearing in your booklet.

CGP-3-GLOSS-90

B900.0118-R

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

CGP-3-GLOSS-90

B750.0006-R

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

CGP-3-GLOSS-90

B750.0229-R

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

CGP-3-GLOSS-90

B900.0039-R

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

Union means Local Union 134 International Brotherhood of Electrical Workers.

CGP-3-GLOSS-90

B900.0010-R

STATEMENT OF ERISA RIGHTS

As a participant you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- (a) examine, without charge, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U. S. Department of Labor, such as detailed annual reports and plan descriptions. The documents may be examined at the Plan Administrator's office and at other specified locations such as worksites and union halls.
- (b) obtain copies of all plan documents and other plan information upon written request to the Plan Administrator, who may make a reasonable charge for the copies; and
- (c) receive a summary of the plan's annual financial report from the Plan Administrator (if such a report is required).

In addition to creating rights for plan participants, ERISA imposes duties upon the people, called "fiduciaries", who are responsible for the operation of the employee benefit plan. They have a duty to operate the plan prudently and in the interest of plan participants and beneficiaries. Your employer may not fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have your claim reviewed and reconsidered.

Under ERISA, there are steps you can take to enforce the above rights. For instance, you may file suit in a federal court if you request materials from the plan and do not receive them within 30 days. The court may require the plan administrator to provide the materials and pay you up to \$110.00 a day until you receive them (unless the materials were not sent because of reasons beyond the administrator's control). If your claim for benefits is denied in whole or in part, or ignored, you may file suit in a state or federal court. If plan fiduciaries misuse the plan's money, or discriminate against you for asserting your rights, you may seek assistance from the U.S. Department of Labor, or file suit in a federal court. If you are successful, the court may order the person you have sued to pay court costs and legal fees. If you lose, the court may order you to pay; for example, if it finds your claim is frivolous. If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210.

B800.0050-R

Claims Procedure

Claim forms and instructions for filing claims may be obtained from the Plan Administrator. Completed claim forms and any other required material should be returned to the Plan Administrator for submission to The Guardian.

Claims Procedure (Cont.)

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

In addition to the basic claim procedure explained in your certificate, The Guardian will also observe the procedures listed below. All notification from The Guardian will be in writing.

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

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

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

The above procedures are required under the provisions of ERISA.

B800.0032-R

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 or convert your insurance coverage. Your rights upon termination of the *plan* are explained in this booklet.

B800.0007-R



GUARDIAN[™]

**The Guardian Life Insurance
Company of America**

7 Hanover Square
New York, New York 10004-2616