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

<table>
<thead>
<tr>
<th>Group Policy No.</th>
<th>Certificate No.</th>
<th>Effective Date</th>
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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.

The Guardian Life Insurance Company of America

Stuart Shaw
Vice President, Risk Mgt. & Chief Actuary
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IMPORTANT NOTICE

1) To obtain information or make a complaint:

2) You may call The Guardian’s toll-free telephone number for information or to make a complaint at:

   1-800-459-9401

3) You may also write to The Guardian at:

   The Guardian Life Insurance
   Company of America
   East 777 Magnesium Road
   Spokane, Washington 99208-5884

4) You may contact the Texas Department of Insurance on companies, coverages, rights, or complaints at:

   1-800-252-3439

5) You may write the Texas Department of Insurance:

   P.O. Box 149104
   Austin, TX 78714-9104
   FAX # (512) 475-1771
   Web: http://www.tdi.state.tx.us
   E-mail: ConsumerProtection@tdi.state.tx.us

6) PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact The Guardian Life Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

7) ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

   CGP-3-R-DISC-TX-92

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de The Guardian’s para información o para someter una queja al:

   1-800-459-9401

Usted también puede escribir a The Guardian:

   The Guardian Life Insurance
   Company of America
   East 777 Magnesium Road
   Spokane, Washington 99208-5884

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

   1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

   P.O. Box 149104
   Austin, TX 78714-9104
   FAX # (512) 475-1771
   Web: http://www.tdi.state.tx.us
   E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el The Guardian Life Insurance Company primero. Si no se resuelve la disputa, puedo entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

B120.0068
IMPORTANT NOTICE

The insurance policy under which this certificate is issued is not a policy of Workers’ Compensation insurance. You should consult your employer to determine whether your employer is a subscriber to the Workers’ Compensation system.

CGP-3-R-COMP-TX-92

B120.0015
GENERAL PROVISIONS

As used in this booklet:

“Covered person” means an employee insured by this plan.

“Employer” means the employer who purchased this plan.

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

“Plan” means the Guardian plan of group insurance purchased by your employer.

“You” and “your” mean an employee insured by this plan.

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.

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.

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.
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 within 60 days after 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.
ELIGIBILITY FOR DISABILITY COVERAGE

Employee Coverage

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

**Other Conditions** You must:

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

(b) be regularly working at least the number of hours in the normal work week set by your employer (but not less than 22.5 hours per week), at:

(i) your employer’s place of business;

(ii) some place where your employer’s business requires you to travel; or

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

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.

**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 fully capable of performing the major duties of your regular occupation for your employer on a full-time basis at 12:01AM Standard Time for your place of residence 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 fully capable of performing the major duties of your regular occupation on any date part of your insurance is scheduled to start we will postpone that part of your coverage. We will postpone that part of your coverage until the date you are so capable and are working your regular number of hours for one full day, with the expectation that you could do so for one full week.
Sometimes, the effective date shown on the sticker or in the endorsement is not a regularly scheduled work day. If the scheduled effective date falls: on a holiday; on a vacation day; on a non-scheduled work day; or during an approved leave of absence, not due to sickness or injury, of 90 days or less; and if you were performing the major duties of your regular occupation and working your regular number of hours on your last regularly scheduled work day, your coverage will start on the scheduled effective date. However, any coverage or part of coverage for which you must elect and pay all or part of the cost, will not start if you are on an approved leave and such coverage or part of coverage was not previously in force for you under a prior plan which this plan replaced.

If you were previously covered under this plan and your coverage ended due to a temporary lay off or leave of absence, you will be eligible for insurance under this plan on the date you return to active full-time work, provided: (a) you return to active full-time service within 12 months of the date your coverage ended; (b) you were covered under this plan on the day before your coverage ended; and (c) you enroll for coverage within 31 days of the date you return to active full-time work.

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

Delayed Effective Date For Disability Coverage

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

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

When Your Coverage Ends

Your long term disability coverage ends on the last day of the month in which your active full-time service ends for any reason, except as noted below under "Coverage During Temporary Layoff or Leave of Absence".

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.

It ends on the date you are no longer working in the United States, or working outside of the United States for a United States based employer in a country or region approved by us.

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

**Coverage During Temporary Layoff or Leave of Absence**

If your active full-time service ends because you are laid off or on an employer approved leave of absence, your insurance may be continued, subject to continued payment of premium, until the earlier of: (a) the end of the temporary layoff or employer approved leave of absence; and (b) three months following the date the temporary layoff or approved leave of absence begins. If you become disabled under this plan while your coverage is being continued during a temporary layoff or leave of absence, your eligibility for benefits will be governed by all the terms of this plan.

Read this booklet carefully if your coverage ends. You may have the right to replace certain group benefits with converted policies.

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

**Important Notice**

This section may not apply to an employer’s plan. You must contact your employer to find out if your employer must allow for a leave of absence under federal law. In that case the section applies.

**Continuation of Disability Coverage**

Long term disability income coverage may be continued, under a uniform, non-discriminatory policy applicable to all employees. You must contact your employer to find out if you may continue this coverage.

**If Your Group Insurance Would End**

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

**When Continuation Ends**

Coverage may continue until the earliest of the following:

- The date you return to active work.
- In the case of a leave granted to you to care for a covered servicemember: The end of a total leave period of 26 weeks in one 12 month period. This 26 week total leave period applies to all leaves granted to you under this section for all reasons. If you take an additional leave of absence in a subsequent 12 month period, continued coverage will cease at the end of a total leave period of 12 weeks.
In any other case: The end of a total leave period of 12 weeks in any 12 month period.

- The date on which your Employer's Plan is terminated or you are no longer eligible for coverage under this Plan.

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

**Definitions**

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

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

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

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

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

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

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

SCHEDULE OF BENEFITS

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.

Plan A

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

Elimination Period
For disability due to injury .................................................. 180 days
For disability due to sickness .................................................. 180 days

Maximum Payment Period
See the following table:

<table>
<thead>
<tr>
<th>Age when disability starts</th>
<th>Maximum payment period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under age 60</td>
<td>To age 65</td>
</tr>
<tr>
<td>Age 60</td>
<td>5.00 years</td>
</tr>
<tr>
<td>Age 61</td>
<td>4.00 years</td>
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<tr>
<td>Age 62</td>
<td>3.50 years</td>
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<tr>
<td>Age 63</td>
<td>3.00 years</td>
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<tr>
<td>Age 64</td>
<td>2.50 years</td>
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<tr>
<td>Age 65</td>
<td>2.00 years</td>
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<tr>
<td>Age 66</td>
<td>1.75 years</td>
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<tr>
<td>Age 67</td>
<td>1.50 years</td>
</tr>
<tr>
<td>Age 68</td>
<td>1.25 years</td>
</tr>
<tr>
<td>Age 69 or older</td>
<td>1.00 year</td>
</tr>
</tbody>
</table>

Maximum Monthly Benefit
66 2/3% of your insured earnings, rounded to the nearest $1.00, if not already a multiple thereof, limited to a maximum of $7,500.00.

NOTE: We integrate your gross monthly benefit with certain other income you may receive. Read all the terms of this plan to see what income we integrate with, and how.

 Survivor Benefit
3 times the last gross monthly benefit you received.
LONG TERM DISABILITY INCOME INSURANCE

This insurance replaces part of your income if you become disabled due to a covered sickness or injury. What we pay is governed by all the terms of this plan.

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

Benefit Provisions

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 provide proof of loss, as described in this plan’s Claim Provisions section.

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

You can satisfy the elimination period while working, provided you are disabled as defined by this plan.

Waiver of Premium  We waive your premiums for this insurance and for short term disability insurance, if included in the plan sponsor’s plan of insurance while you are entitled to receive a monthly benefit payment from this plan.
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 fail to provide proof of loss as required by this plan.
(c) The date you earn, or are able to earn, the maximum earnings allowed while disabled under this plan.
(d) The date you are able to perform the major duties of your own occupation on a full-time basis with reasonable accommodation.
(e) 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.
(f) The date you have been outside the United States and/or Canada for more than 6 months in a 12 month period.
(g) The date he or she dies.
(h) The end of the maximum payment period.
(i) The date no further benefits are payable under any provision in this plan that limits the maximum payment period.
(j) The date you are no longer receiving regular and appropriate care from a doctor.
(k) The date payments end in accord with a rehabilitation agreement.
(l) The date you refuse to take part in a rehabilitation program.

Maximum Payment Period:

The maximum payment period is the longest time that benefits are paid by this plan for a covered person’s disability. It is determined by the table shown below.

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

<table>
<thead>
<tr>
<th>Age When Disability Starts</th>
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</table>
Recurring Disability

Benefits from this plan end if you cease to be disabled. But, a later disability may be treated as a recurring disability, if all of the terms listed below are met:

(a) You must return to active work right after your benefits end;

(b) The disability must recur less than six months after you were last entitled to benefits;

(c) The later disability must be due to the same or related cause of your earlier disability;

(d) This plan must not end during your return to active work;

(e) You must not become covered under any other similar group income replacement plan during the time you return to active work;

(f) During the time you return to active work, you must: (i) stay insured by this plan; and (ii) premium payments must be made on your behalf; and

(g) Your benefits must not have ended because you have used up the maximum payment period.

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

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

Calculation of Monthly Benefit:

Your benefit is governed by the terms of the plan in effect on the date disability occurs. Any changes to this plan that take place: (a) while you are disabled; or (b) during a period of active work that occurs between an initial period of disability and a recurring disability; will not affect your benefit.

We calculate your gross monthly benefit according to the Schedule of Benefits. From your gross monthly benefit, subtract the amount of any income listed in Other Income Benefits that you receive or are entitled to receive. The result is your monthly benefit.

Redetermination:

This plan redetermines insured earnings for each covered person on January 1st.
Each January 1st, the plan sponsor must report current insured earnings for all covered persons under the plan. Changes to a covered person’s insured earnings are subject to any proof of insurability requirements of this plan. As of this plan’s redetermination date, we use a covered person’s insured earnings on record with us to: (a) set rates; (b) project benefit amounts and limits; and (c) calculate premium payable under this plan. However, the covered person must be actively-at-work on a full-time basis on that date. If 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.

Other Income Benefits:

You may receive, or be entitled to receive, income shown in the list below. We will reduce your gross monthly benefit by such other income benefits to determine your monthly benefit from this plan.

- Commissions or monies: (1) received; (2) payable but deferred; or (3) paid after disability benefits start. This includes: (a) vested and nonvested renewal commissions; (b) bonuses; (c) royalties; and (d) other distributions.

- Disability benefits from any mandated benefit act or law. This includes all temporary disability or state disability benefits required by law.

- Disability benefits from all group plans of: (1) the plan sponsor; or (2) the employer. This includes payments made by a group life insurance plan due to 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; but, if the other group plan was in force prior to this plan, and the other group plan also deducts for disability benefits from any other group plan, we will not deduct these other group disability benefits.

- Income from a sick leave, salary continuance or Paid Time Off plan, but only to the extent that such income plus the amount of your gross monthly benefit is more than 100% of your insured earnings. This applies whether such plan is sponsored on a formal or informal basis. This includes donated, lump sum and recurrent payments of accrued sick leave benefits. But, if you are working while disabled, we will account for such income as described in this plan’s "Adjustment of Monthly Benefit for Disability Earnings".
- Benefits as shown below from: (1) the United States Social Security Act; (2) the Railroad Retirement Act; or (3) any other like U.S. or Canadian plan or act.

(a) All disability benefits for which: (i) you are entitled; and (ii) your spouse and children are entitled due to your disability;

(b) All unreduced retirement benefits for which: (i) you are entitled; and (ii) your spouse and children are entitled due to your entitlement; and

(c) All reduced retirement benefits paid to: (i) you; and (ii) your spouse and children due to your receipt of such benefits.

We do not reduce your gross monthly benefit by the retirement benefits described in (b) and (c) above, to the extent that you and your dependents were entitled to receive such income prior to the start of disability. We will reduce the gross monthly benefit by marginal increases in such income you and your dependents were entitled to receive after disability begins.

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

We will reduce your gross monthly benefit by benefits referred to in (a), (b) and (c) above to which your spouse and children are entitled due to your receipt of, or entitlement 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.

- Income of the type that is included in your insured earnings for purposes of determining your gross monthly benefit under this plan.

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

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

- Retirement benefits or retirement plan disability benefits, due to 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.

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

- Disability benefits from any third party when your disability is the result of the negligence or intentional tort liability of that third party.

- Unemployment compensation benefits.
• Payment from your employer as part of a termination or severance agreement.

We 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.

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

**Other Income Not Subject to Deduction:**

We will not reduce your gross monthly benefit by any income you receive or are entitled to receive from the list below.

• Deferred compensation arrangements such as 401(k), 403(b) or 457 plans;
• Profit sharing plans;
• Thrift plans;
• Tax sheltered annuities;
• Stock ownership plans;
• Individual Retirement Accounts (IRA);
• Individual disability income plans;
• Credit disability insurance;
• Non qualified plans of deferred compensation;
• Pension plans for partners;
• Retirement plans of another employer not affiliated with this plan;
• Military pension and disability plans.

**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 expected remaining number of months for which you would be entitled to benefits from this plan, based on the proof of loss submitted to us.

**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 his or 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 the 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.

Adjustment of Monthly Benefit for Disability Earnings:

We adjust the monthly benefit for disability earnings as follows.

For each of the first 24 months of payments, following the date you first have disability earnings, add your gross monthly benefit and your disability earnings.

(a) If the sum is not more than 100% of your indexed insured earnings, we do not reduce your monthly benefit.

(b) If the sum is more than 100% of your indexed insured earnings, we reduce your monthly benefit by the amount over 100% of your indexed insured earnings.

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

Method 1:

(a) If your disability earnings are less than 20% of your indexed insured earnings, we do not reduce your monthly benefit.

(b) If your disability earnings are 20% or more of your indexed insured earnings, we reduce your monthly benefit by 50% of your disability earnings.

Method 2:

(a) Subtract your disability earnings From your indexed insured earnings.

(b) Divide the result in (a) above by your indexed insured earnings.

(c) Multiply the result in (b) above by your monthly benefit. This is the amount we pay.

If your disability earnings fluctuate widely from month to month, we may adjust your monthly benefit using an average disability earnings amount. The average disability earnings amount will be computed using your most current month’s disability earnings and the prior two months disability earnings.

Maximum Allowable Disability Earnings: This plan limits the amount of income you may earn, or may be able to earn, and still be considered disabled.
If your disability earnings are more than the limit shown below, payments from this plan will end. Payments from this plan will also end if you are able to earn more than the limit shown below:

(a) During the elimination period and the own occupation period, the limit is 80% of your indexed insured earnings.

(b) After this plan has paid benefits for 24 months in a row, the limit is 60% of your indexed insured earnings.

Indexing: We apply an indexing factor to your insured earnings on the date you have received 12 consecutive monthly payments and each anniversary thereafter. 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.

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 CPI-W from the prior December.

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

Limitations and Exclusions

Disabilities with a Limited Maximum Payment Period

We limit the maximum payment period, if you are disabled due to: (a) a mental illness; (b) drug or alcohol abuse; or (c) a specific condition listed below. However, if you have a coexistent condition, not subject to the limitations in this section, which is disabling in and of itself, we will not limit benefits as described below.

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

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

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

- Arthritis
- Ruptured intervertebral discs
- Spinal fractures
- Osteopathies
- Spinal tumors, malignancy or vascular malformations
- Radiculopathies, documented by EMG
- Spondylolisthesis, Grade II or higher
- Myelopathies
- Demyelinating diseases
- Traumatic spinal cord necrosis

No benefits will be paid for disability due to a mental illness or drug or alcohol abuse if you are not receiving treatment for the cause of the disability from a provider, or 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 condition named above; (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.

Pre-Existing Conditions: A pre-existing condition is an injury or sickness, whether diagnosed or misdiagnosed, and any symptoms thereof, for which, in the look back period, you:

(a) receive advice or treatment from a doctor;

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

(c) are prescribed or take prescription drugs; or

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

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.

No benefits are payable for disability: (a) caused by; (b) contributed to by; or (c) resulting from; a pre-existing condition; unless the disability starts after 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.

Your disability: (a) caused by; (b) contributed to by; or (c) resulting from; a pre-existing condition may begin after: (a) a change which provides for an increase in the benefits payable by this plan; or (b) a change in 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. But, 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.

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.

The pre-existing condition provision will be waived for any covered person who: (a) is actively working on the effective date of this plan; and (b) fulfilled the requirements of any pre-existing condition provision of the old plan.
If you: (a) were covered under the old plan when it ended; (b) enroll for insurance under this plan on or before this plan’s effective date; and (c) are actively working on the effective date of this plan; but (d) have not fulfilled the requirements of any pre-existing condition provision of the old plan; we credit any time used to meet the old plan’s pre-existing condition provision toward meeting this plan’s pre-existing condition provision.

But, we limit your maximum monthly benefit under this plan if: (a) it is more than the maximum monthly benefit for which you were insured under the old plan; (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 the amount you would have been entitled to under the old plan.

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

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

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

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

(c) you take part in a riot or civil disorder;

(d) your commission of, or attempt to commit a felony, for which you have been convicted;

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

(f) 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 receive medical treatment or care outside the United States or Canada unless expressly authorized by us;

(3) which starts before you are insured by this plan; or

(4) during which your loss of earnings is not solely due to your disability.
Services

Social Security Assistance: This plan requires all disabled covered persons to apply for Social Security benefits. (See the “Application for Other Income” section of this plan.) If we believe you to be eligible for such benefits, we may offer to assist you in applying for them. Receiving Social Security benefits will protect your earnings record for retirement and enable you to qualify for Medicare coverage after 24 months.

Services we can provide include:

(a) Help in completing your application for such benefits, and any related forms;

(b) Assistance finding suitable legal counsel; and

(c) Copies of medical and vocational data needed to file your claim.

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

You must apply for all income benefits for which you may be eligible, whether or not you use our help. Using our help does not cancel your duties shown in the "Application for Other Income" section of this plan.

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

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

The rehabilitation program will start when a written rehabilitation agreement is signed by: (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; and

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

We have the right to determine which services are appropriate.

If 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 benefit 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.

Dependent Care Expenses: While you are participating in a rehabilitation program, we will pay a dependent care expense benefit, when all of the following conditions are met:

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

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

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

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

CGP-3-LTD07-8.0

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

CGP-3-LTD07-8.1

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

The key to success of an early intervention program is prompt notification of work absences which have the potential to exceed this plan's elimination period. With a prompt notification, we are able to more effectively manage the potential claim.
When you are disabled from one of the conditions listed below, a long term disability claim form should be completed as soon as possible following the date of disability. To facilitate an immediate intervention, the form should be submitted to us within one week of the date your disability begins.

- Chronic fatigue conditions, including Epstein-barr syndrome
- Mental illness
- Repetitive motion syndromes or injuries
- Fibromyalgia
- Back pain/strain
- Neck pain/strain
- Chronic pain
- Diabetes
- Cardiovascular conditions

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

**The Survivor Benefit**

We 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 gross monthly benefit after it is reduced by disability earnings. But, we first apply such benefit to reduce any overpayment you may owe us.

If you have no eligible survivor, we pay this benefit to your estate.

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.

**Accelerated Survivor Benefit**

If you have a terminal illness, we may accelerate payment of this plan’s survivor benefit.

For purposes of the accelerated survivor benefit, a terminal illness means a medical condition that is expected to result in your death within 6 months.

To receive an accelerated survivor benefit, you must: (a) be entitled to receive a monthly benefit from this plan; (b) request this benefit in writing; and (c) provide written proof of terminal illness from a doctor. However, we will not pay an accelerated survivor benefit if there are less than 6 months remaining in the maximum benefit period.
If you elect to receive an accelerated survivor benefit, no survivor benefit is payable upon your death.

**Income Recovery Benefit**

This plan may pay an Income Recovery Benefit, if *monthly benefits* cease because you are no longer *disabled*.

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

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

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

(c) working in your *own occupation* the same number of hours as you did prior to *disability*; and

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

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

We stop paying this benefit on the earliest of:

(a) the date you are able to earn this *plan*’s maximum allowable *disability earnings*;

(b) the date you become disabled;

(c) the date you stop working;

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

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

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

**Converting This Group Long Term Disability Income Insurance**

When Group Coverage Ends: When your coverage under this group long term disability income insurance *plan* ends, you may apply to convert your group coverage, subject to all the terms below.

You may apply to convert your coverage if you: (a) are not *disabled* as defined by this *plan* and (b) have been covered under this *plan* for at least 12 months in a row. To meet this 12 months requirement, we will include any time you were covered under a similar group disability income replacement plan which this *plan* replaced. We do not include any time you were *disabled*, as defined by this *plan*.
But, you will not be eligible to apply for conversion if your coverage under this plan ends because: (a) you: (i) fail to make a required contribution; (ii) change to a class not eligible under this plan; (iii) retire; or (iv) do not become insured again under this group plan after your disability ends. You will also not be eligible to apply for conversion if your coverage ends because: (a) this plan ends; or (b) this plan is amended to end coverage for all persons in a class.

How and When to Convert:
You must apply to us in writing and pay any required premium for the converted coverage. You must do this within 31 days of the date your coverage under this plan ends.

You do not have to provide proof of good health. But, issuance of the converted coverage may be subject to other underwriting criteria. You must give us details about all other disability income insurance: (a) that you have; (b) for which you have applied; and (c) for which you may become eligible under another plan within 31 days after your coverage under this plan ends.

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

Coverage Under the Conversion Policy:
Your converted coverage, if issued, will be effective on the date your coverage under this plan ends. The benefits, terms and conditions of the converted coverage will be those in use in the state where you then live. These may be different from the benefits, terms and conditions of this plan.

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

Claim Provisions
Administration
We as a part of our routine operations apply the terms of this plan for making decisions, including making determination regarding eligibility, receipt of benefits and claims, or explaining our administrative policies, procedures, and processes.

Notice:
You must send us written notice of his or her intent to file a claim under this plan as described in "Accident and Health Claims Provisions."

For details, 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 the employer, you, and the doctor(s) treating you for your sickness or injury. Proof of loss must be given to us within the time stated in "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.
Proof of loss, provided at your expense, consists of the following. Failure to provide this information may delay, suspend, reduce or terminate your benefits.

(a) The date disability began;
(b) Your last day of active work;
(c) The cause of disability;
(d) The extent of disability, including limitations and restrictions preventing you from performing the major duties of your own occupation and any gainful occupation.
(e) If your occupation requires that he or she carry liability or malpractice insurance, any changes to such insurance that become effective on or after the date of disability;
(f) Objective medical evidence in support of your limitations and restrictions, beginning with the date disability began;
(g) The prognosis of disability;
(h) The name and address of all doctors, hospitals and health care facilities where you have been treated for your disability since the date disability began;
(i) Proof that you: (i) are currently; and (ii) have been receiving regular and appropriate care from a doctor, from the date disability began;
(j) Proof of insured earnings, and, if applicable, disability earnings;
(k) Payroll or absence data from the employer for the three months prior to the date disability began, or other period we specify;
(l) Proof of application for all other sources of income to which you may be entitled, that may affect your payment from this plan; and
(m) Proof of receipt of other income that may affect your payment from this plan.

You must provide objective medical evidence from a doctor who is not him or herself, your spouse, child, parent, sibling or business associate.

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

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

The Guardian Life Insurance Company of America
Group Long Term Disability Claims Department
P.O. Box 26025
Lehigh Valley, PA 18002-6025
Authorization Required:
You must provide us with written, unaltered authorizations to obtain medical, financial, vocational, occupational, and governmental information required to determine our liability under this plan. You must provide us with such authorizations as often as we may require, in order that they remain current. Failure to provide such authorizations may delay, suspend or terminate your benefits.

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

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

Payment of Benefits:
We pay benefits to you, if you are legally competent. If you are not, we pay benefits to the legal representative of your estate. Benefits are paid in US dollars.

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

No benefits are payable for this plan’s elimination period.

Benefits to which 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.

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.
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.

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

Disability or Disabled
These terms mean that a current sickness or injury causes physical or mental impairment to such a degree that you are:

1. During the elimination period and the own occupation period, 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, 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 disability earnings.

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.

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

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

Doctor
Any medical practitioner we are required by law to recognize. He or she must: (a) be properly licensed or certified by the laws of the state where he or she practices; and (b) provide services that are within the lawful scope of his or her practice.
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 work earning more than 80% of your insured earnings will not count toward the elimination period. If you are or become eligible under any other similar group income replacement plan while you are working during the elimination period, you will not be entitled to benefits from this plan.

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

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

Gainful Occupation or Gainful Work
Work for which you are, or may become, qualified by: (a) training; (b) education; or (c) experience. When you are able to perform such work on a full-time basis, you can be expected to earn at least 60% of your indexed insured earnings within 12 months of returning to work.

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

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

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

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

We calculate benefit amounts and limits based on the amount of your insured earnings as of the Redetermination date immediately prior to the start of your disability. See the “Redetermination” section of this plan.

For Partners and S Corporation Shareholders:

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

(a) Your compensation as an employee or S Corporation shareholder, as reported on your Federal Income Tax Return, Form 1040, for the prior calendar year, less the gross total of unadjusted employee business expenses as included on the corresponding Schedule A-Itemized Deductions;
(b) Your non-passive income (loss) from trade or business as reported on Schedule E-Part II of your Federal Income Tax Return, Form 1040, for the prior calendar year, less any expenses incurred and reported elsewhere on your Return; and

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

You may not have been a partner or S Corporation shareholder for the entire previous calendar year. In this case, your earnings are based on the monthly average of the sum of the listed amounts, averaged for the full number of months that you were a partner or an S Corporation shareholder during such calendar year.

For Sole Proprietors:

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

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

Insured earnings means your average rate of monthly earnings determined from your annual contract salary. Insured earnings also includes your contributions deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account. Insured earnings does not include bonuses, commissions, overtime pay, expense accounts, stock options and any other extra compensation. We do not include pay for hours worked or billed over 40 per week. Earnings based on excluded income and employer contributions deposited into such 401(k); 403(b); 457; or similar plan are excluded.

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

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

(a) your earned income as reported on the 1099 form.
(b) business expenses, as reported on Schedule C - Part II of your Federal Income Tax Return, Form 1040. Insured earnings also includes your contributions deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account.

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

For All Other Covered Persons:

Insured earnings means your base monthly salary. Insured earnings also includes your contributions deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account. Insured earnings does not include bonuses, commissions, overtime pay, expense accounts, stock options and any other extra compensation. We do not include pay for hours worked or billed over 40 per week. Earnings based on excluded income and employer contributions deposited into such 401(k); 403(b); 457; or similar plan are excluded.

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

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

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

Monthly Benefit
This plan’s gross monthly benefit reduced by other income. If you are working while disabled, your monthly benefit will be further reduced based on the amount of your disability earnings.

No-Fault Motor Vehicle Coverage
A motor vehicle plan that pays disability or medical benefits no matter who was at fault in an accident.
**Objective Medical Evidence**
May include but is not limited to: (a) diagnostic testing; (b) laboratory reports; and (c) medical records of a doctor’s exam documenting: (i) clinical signs; (ii) presence of symptoms; and (iii) test results consistent with generally accepted medical standards supported by nationally recognized authorities in the health care field.

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

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

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

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

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

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

**Rehabilitation Agreement**
A formal agreement between: (a) 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; (f) 401(k), 403(b), 457 or similar plans; or (g) stock ownership plans. Retirement Plan "retirement benefits" are lump sum or periodic payments at normal or early retirement. Some retirement plans make payments for disability (as defined by those plans) that start before normal retirement age. When such payments reduce the amount that would have been paid at normal retirement age, they are retirement benefits. When such payments do not reduce the normal retirement amount, they are "disability benefits."

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

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

CGP-3-LTD07-12.15 B383.0093
This rider amends the group long term disability plan. We pay an added benefit if you have a functional disability. What we pay is subject to the terms below and to all the terms of the plan.

**Definitions**

**Functional Disability** means that, due to sickness or injury, you are:

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

(b) cognitively impaired and need verbal cueing to protect yourself or others.

**Activities of Daily Living** mean:

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

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

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

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

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

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

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

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

**When Critical Disability Supplement Coverage Starts**

You will be covered under this rider on the later of:

(a) the date this benefit takes effect; or

(b) the date you become covered under the plan.
When And How This Rider's Critical Disability Supplement Payments Start

To start getting payments under this rider, you must meet all of the conditions shown below:

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

We use an independent entity to assess your functional disability.

You must also permit timely reassessments of your functional disability when we request them.

What We Pay

If you meet the conditions stated above, we pay:

10% of your insured earnings. We round this amount to the nearest dollar.

The monthly maximum for this benefit is $5,000.00.

When This Rider's Critical Disability Supplement Payments End

We stop paying this benefit on the earlier of:

(a) the date your monthly benefits from the plan end; or
(b) the date you no longer have a functional disability.

When Critical Disability Supplement Coverage Ends

Your coverage under this rider ends on the earlier of:

(a) the date the plan is changed to end this benefit; or
(b) the date your coverage under the plan ends.

The Guardian Life Insurance Company of America

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

CGP-3-A-LTD2K-CDS  B380.0272
GLOSSARY

This Glossary defines the italicized terms appearing in your booklet.

CGP-3-GLOSS-90  B900.0118

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

CGP-3-GLOSS-90  B750.0006

Employer  means FORT BEND INDEPENDENT SCHOOL DISTRICT.

CGP-3-GLOSS-90  B900.0051

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 22.5 hours per week), at his employer’s place of business.

CGP-3-GLOSS-90  B750.0230

Plan  means the Guardian group plan purchased by your employer, 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

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