S Guardian[®]

YOUR GROUP INSURANCE PLAN BENEFITS

FORT BEND INDEPENDENT SCHOOL DISTRICT
CLASS 0001 0002
OPTIONAL LIFE, VOLUNTARY AD&D

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.
00530311/00012.0/A /0001/Y94473/9999999/0000/PRINT DATE: 4/21/22

Have a complaint or need help?

If You have a problem with a claim or Your premium, call Your insurance company first. If You can't work out the issue, the Texas Department of Insurance may be able to help.

Even if You file a complaint with the Texas Department of Insurance, You should also file a complaint or appeal through Your insurance company. If You don't, You may lose Your right to appeal.

The Guardian Life Insurance Company of America and/or Managed DentalGuard (for DHMO coverage only)

To get information or to file a complaint with your insurance company or HMO:

Call: (toll-free) 1-888-GUARDIAN (1-888-482-7342) Online: www.guardiananytime.com/contact-us

Email: corporate_inquiries@glic.com

Mail: Corporate Complaints, 10 Hudson Yards, New York, NY 10001

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call: 1-800-252-3439
Online: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamacion o con su prima de seguro, llame primero a su compania de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en ingles) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, tambien debe presentar una queja a traves del proceso de quejas o de apelaciones de su compania de seguros. Si no lo hace, podria perder su derecho para apelar.

The Guardian Life Insurance Company of America and/or Managed DentalGuard (for DHMO coverage only)

Para obtener informacion o para presentar una queja ante su compania de seguros:

Llame: (telefono gratuito) 1-888-GUARDIAN (1-888-482-7342)

En linea: www.guardiananytime.com/contact-us Correo electronico: corporate_inquiries@glic.com

Direccion postal: Corporate Complaints, 10 Hudson Yards, New York, NY 10001

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame: 1-800-252-3439
En linea: www.tdi.texas.gov

Correo electronico: ConsumerProtection@tdi.texas.gov

Direccion postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714

The Guardian Life Insurance Company of America

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

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

New Mexico Residents Consumer Complaint Notice

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

httsp://www.osi.stat.nm.us/ConsumerAssistance/index.aspx

CCN-2019-NM B999.0042

CERTIFICATE OF COVERAGE

The Guardian

10 Hudson Yards New York, New York 10001

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.

The Guardian Life Insurance Company of America

Michael Prestileo, Senior Vice President

MroPox

CGP-3-R-STK-90-3 B110.0023

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CGP-3-TOC-96 B140.0003

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:

"Accident and health" means any dental, dismemberment, hospital, long term disability, major medical, out-of-network point-of-service, prescription drug, surgical, vision care or weekly loss-of-time insurance provided by this plan.

"Covered person" means an employee or a dependent 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.

CGP-3-R-GENPRO-90

B160.0002

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

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

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

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.

Accident and Health Claims Provisions (Cont.)

Limitations of You can't bring a legal action against this plan until 60 days from the date Actions 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.

Compensation

Workers' 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-TX B160.0035

ELIGIBILITY FOR LIFE AND DISMEMBERMENT COVERAGES

B264.0003

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:
 - your employer's place of business;
 - 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.

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.

Part or all of your insurance amounts may be subject to proof that you're insurable. The Life Schedule explains 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.

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.

CGP-3-EC-90-1.0 B264.2300

Employee Coverage

Change

Family Status You may request an increase in your optional term life insurance amount, a decrease to your optional term life insurance amount, or the addition of voluntary term life for which you were not previously insured, if a change in family status has occurred. You must request the change to your optional term life insurance in writing within 31 days after the date of the family status change as described below.

Family status change will include one or more of the following: (1) marriage or divorce; (2) death of a spouse or child; (3) birth or adoption of a child; (4) your spouse's termination of employment or a change in your spouse's employment that results in the loss of group coverage.

Proof of insurability is not required for the change to optional term life insurance due to family status change as long as the change to your optional term life insurance does not exceed the guarantee issue amount shown in the Schedule of Benefits. Proof of insurability will be required on changes that exceed the guarantee issue amount and if proof was previously submitted and declined.

CGP-3-EC-12-1.1 B264.2795-R

When Your Employee benefits that don't require proof that you are insurable are Coverage Starts scheduled to start on your effective date.

> 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

> 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 occupation on any date part of your insurance is scheduled to start, we will postpone that part of your coverage until the date you are so capable and are working your regular number of hours.

> Sometimes, your effective date is not a regularly scheduled work day. If the scheduled effective date falls: on a holiday; on a vacation day; on a non-scheduled work day; or during an approved leave of absence, not due to sickness or injury, of 90 days or less; and if 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.

> CGP-3-EC-90-2.0 B264.3210-R

Your Coverage

Exception to When If you are not capable of performing the major duties of your regular occupation for the employer on a full-time basis on the date your coverage is Starts scheduled to start, you will be insured for Life insurance if:

- you were insured under the prior insurer's group Life policy at the time of the transfer:
- 2. you were a member of an eligible class under the prior carrier's group life policy and are eligible under this plan;
- 3. your premiums for the employee were paid up to date;
- your premiums are not currently being waived under the Extended Life Benefit provision, or you were not eligible, under the terms of the prior insurer's group Life policy, to have premiums waived under the Extended Life Benefit provisions; and
- 5. you are not receiving or eligible to receive benefits under the prior carriers group Life policy.

Any Life benefit payable will be the lesser of:

- the Life benefit payable under the Group Policy; or
- 2. the Life benefit payable under the prior insurer's group Life policy had it remained in force.

The Life benefit payable will be reduced by any amount paid by the prior insurer's group life policy.

An employee covered under the Exception to When Your Coverage Starts will not be eligible for (1) Extended Life Benefit provision under this Policy; or (2) Accidental Death and Dismemberment coverage, if any, until such a time that you are Actively At Work as defined by this policy.

All other provisions under this Policy, including Accelerated Life Benefit, Conversion and Dependent coverage, if any, will apply under the Exception to Your Coverage Starts.

You will remain insured under this provision until the first to occur of: 1) the date you are fully capable of performing the major duties of your occupation for the employer on a Full-Time basis; 2) the date insurance terminates for one of the reasons stated in When Your Coverage Ends; 3) the last day of a period of 12 consecutive months which begins on the Policy effective date; 4) the date you become eligible for the Extended Life Benefit provision under the prior insurer's group Life policy; or 5) the last day the you would have been covered under the prior insurer's group Life policy, had the prior plan not been terminated.

CGP-3-EC-90-2.0 B264.3167

Delayed Effective Date For Employee Optional Life Coverage

With respect to this plan's employee optional group term life 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.

CGP-3-DEF-97 B270.0384

Coverage Ends

When Your Your 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". Such reasons include disability, death, retirement and the end of employment.

> 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, unless you are on a temporary assignment: (1) not exceeding one year in a country or region that is not under a travel warning issued by the US Department of State; or (2) for which we have agreed, in writing, to provide coverage.

> 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.

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 continue certain group benefits for a limited time. And you may have the right to replace certain group benefits with converted policies.

CGP-3-EC-90-3.0 B264.1384-R

Your Right To Continue Group Life Insurance During A Family Leave Of Absence

Important Notice This section may not apply. 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.

Coverage

Continuation of Life and Accidental Death and Dismemberment insurance may be continued at your employer's option. You must contact your employer to find out if you may continue this insurance.

If Your Group Group insurance may normally end for an employee because he or she Coverage Would ceases work due to an approved leave of absence. But, the employee may End continue his or her group insurance 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.

Ends

When Continuation Insurance 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.

CGP-3-EC-90-3.0 B264.2450

Dependent Life and Accidental Death and Dismemberment Coverage

CGP-3-DEP-90-1.0 B264.0639

Dependent Coverage

For Optional Dependent Life Benefits

Eligible Dependents Your eligible dependents are: your legal spouse; and your unmarried dependent children, until they reach age 26 and your unmarried dependent children, from age 26 until they reach age 26, who are enrolled as full-time students at accredited schools.

> CGP-3-DEP-90-3.0 B264.3183

And Step-Children

Adopted Children Your "unmarried dependent children" include your legally adopted children and, if they depend on you for most of their support and maintenance, your step-children. We treat a child as legally adopted from the time the child is placed in your home for the purpose of adoption. We treat such a child this way whether or not a final adoption order is ever issued.

Eligible

Dependents Not We exclude any dependent who is on active duty in any armed force.

CGP-3-DEP-90-3.0 B264.0587

Proof Of Insurability

We require proof that a dependent is insurable, if you: (a) enroll a dependent and agree to make the required payments after the end of the enrollment period; (b) in the case of a newly acquired dependent, other than the first newborn child, have other eligible dependents who you have not elected to enroll; or (c) in the case of a newly acquired dependent, have other eligible dependents whose coverage previously ended because you failed to make the required contributions, or otherwise chose to end such coverage.

A dependent is not insured by any part of this plan that requires such proof until you give us this *proof*, and we approve it in writing.

If the dependent coverage ends for any reason, including failure to make the required payments, your dependents won't be covered by this plan again until you give us new proof that they're insurable and we approve that proof in writing.

CGP-3-DEP-90-5.0 B200.0288

When Dependent In order for your dependent coverage to begin you must already be insured Coverage Starts for employee coverage, or enroll for employee and dependent coverage at the same time. Subject to the "Exception" stated below and to all of the terms of this plan, the date your dependent coverage starts depends on when you elect to enroll your initial dependents and agree to make any required payments.

> If you do this on or before your eligibility date, the dependent's coverage is scheduled to start on the later of the first of the month which coincides with or next follows your eligibility date and the date you become insured for employee coverage.

> If you do this within the enrollment period, the coverage is scheduled to start on the date you become insured for employee coverage.

> If you do this after the enrollment period ends, your dependent coverage is subject to proof of insurability and won't start until we approve that proof in writing.

> Once you have dependent coverage for your initial dependents, you must notify us when you acquire any new dependents and agree to make any additional payments required for their coverage.

> A newly acquired dependent will be covered for those dependent benefits not subject to proof of insurability from the date the newly acquired dependent is first eligible, if you notify us and agree to make any additional payments within 31 days after the date the dependent becomes eligible. If you do this more than 31 days after the date the dependent becomes eligible, a newly acquired dependent will be covered from the date you notify us and agree to make any additional payments.

> If proof of insurability is required for dependent benefits as explained above, those benefits are scheduled to start, subject to the "Exception" stated below, on the effective date shown in the "Endorsement" section of your application, provided that you send us the proof we require and we approve that proof in writing. A copy of the approved application is furnished to you.

> CGP-3-DEP-90-6.0 B264.1129

Exception

If a dependent, other than a newborn child, is confined to a hospital or other health care facility; or is home-confined; or is unable to carry out the normal activities of someone of like age and sex on the date his dependent benefits would otherwise start, we will postpone the effective date of such benefits until the day after his discharge from such facility; until home confinement ends; or until he resumes the normal activities of someone of like age and sex.

CGP-3-DEP-90-7.0 B200.0692

When Dependent Coverage Ends

Dependent coverage ends for all of your dependents when your employee coverage ends. Dependent coverage also ends for all of your dependents when you stop being a member of a class of employees eligible for such coverage. And it ends when this plan ends, or when dependent coverage is dropped from this plan for all employees or for an employee's class.

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

An individual dependent's coverage ends when he stops being an *eligible dependent*. This happens to a child on the last day of the month in which the child attains this *plan*'s age limit, when he marries, or when a step-child is no longer dependent on the employee for support and maintenance. It happens to a spouse on the last day of the month in which a marriage ends in legal divorce or annulment.

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

CGP-3-DEP-90-9.0 B264.2806-R

GROUP TERM LIFE INSURANCE SCHEDULE

CGP-3-R-SCH-90 B265.0002

Employee Optional Contributory Term Life Insurance

CGP-3-R-SCH-90 B265.0055

Enrollment Period

Optional Life You may choose to be insured under one of the plans of optional term life insurance shown below. You may only be insured under one plan at a time. You must notify the employer of your election and pay the required premium.

> You may switch to another plan of optional term life insurance during the optional life enrollment period. Each year, the optional life enrollment period starts on October 21st and ends on November 4th. We may require proof of insurability before you become insured under the new plan of benefits. See below for details. If we do not require proof, you will become insured under the new plan of benefits as of the January 1st which coincides with or next follows the end of the optional life enrollment period.

> CGP-3-R-SCH-90 B265.0555

Your Optional Term Life Insurance Amount

Plan A

You may elect amounts of optional term life insurance in increments of \$10,000.00, but your amount may not be less than \$10,000.00 and may not exceed \$500,000.00.

CGP-3-R-SCH-90 B265.0063

Based on Age

Reduction of If an employee is less than age 70 when his or her insurance under this plan Optional Life starts, his or her insurance amount is reduced, on the date he or she **Insurance Amount** reaches age 70, by 50% of the amount which otherwise applies to his or her classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

> The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 70.

> CGP-3-R-SCH-90 B265.0519

Proof of Insurability Requirements

Proof of insurability requirements apply to your optional term life insurance. Such requirements may apply to your full benefit amount or just part of it. When proof of insurability requirements apply, it means you must submit to us proof that you're insurable, and we must approve your proof in writing before your insurance, or the specified part becomes effective.

We require proof as follows:

CGP-3-R-SCH-90 B265.0431

We require proof before an employee switches from his or her current increment of optional term life insurance to an increment which provides a greater amount of insurance.

CGP-3-R-SCH-90 B265.0732

We require proof before we will insure any employee who enrolls for optional term life insurance after the time allowed for enrolling as specified in this plan.

CGP-3-R-SCH-90 B265.0435

Employee Optional Contributory Term Life Insurance (Cont.)

We require proof for amounts of optional term life insurance in excess of \$250,000.00.

CGP-3-R-SCH-90 B265.0437

Annual Election

After you initially enroll for Employee Optional Term Life Insurance benefits you may elect to increase the elected insurance amount by selecting a higher plan from the amounts shown above, up to a maximum increase of \$50,000. This option is available during the Optional Life Enrollment Period, as determined by your employer. Proof of insurability will not be required for increases provided the insurance amount does not exceed the amount of Employee Optional Term Life Insurance for which proof of insurability is required.

In the event proof of insurability is required and has been submitted and approved by us, proof for additional increases will be required on the second anniversary of the approval date.

If proof of insurability was required and you were declined, you will no longer be eligible for additional increases without submitting subsequent proofs of insurability.

Dependent Optional Term Life Insurance will not automatically increase and will require proof of insurability.

CGP-3-SI-12 B265.4298

Voluntary Accidental Death and Dismemberment Insurance (AD&D)

Voluntary AD&D You may choose to be insured under the plan of voluntary AD&D insurance Enrollment Period which is equal to 100% of the voluntary life amount. You may only be insured under one plan at a time. You must notify the employer of your election and pay the required premium.

> CGP-3-R-SCH-90 B265.1275

Your Voluntary Plan A AD&D Insurance Amount

You may elect amounts of voluntary AD&D insurance in increments of \$10,000.00, but your amount may not be less than \$10,000.00 and may not exceed \$500,000.00.

CGP-3-R-SCH-90 B265.1285

Spousal Education and Retraining Benefit

Lifetime Maximum \$20,000 **Benefit**

Maximum Number Of Benefit **Payments**

Full-Time Post Secondary Education .	 	8
Part-Time Post Secondary Education	 	4

CGP-3-R-SCH-90 B265.0849

Dependent Child Education Benefit

Benefit

Payments

Lifetime Maximum \$20,000.00 per eligible dependent

Of Benefit

Maximum Number 8 per lifetime per eligible dependent

Maximum Benefit 6 years from the date the first education benefit is made; per eligible Period dependent.

> CGP-3-R-SCH-90 B265.0850

Reduction of If an employee is less than age 70 when his or her insurance under this plan Voluntary AD&D starts, his or her insurance amount is reduced, on the date he or she **Amount Based on** reaches age 70, by 50% of the amount which otherwise applies to his or her Age classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

> The preceding reduction also applies to an employee's initial insurance amount if his or her insurance starts after he or she reaches age 70.

> CGP-3-R-SCH-90 B265.1377

Proof of Insurability Requirements

Proof of insurability requirements apply to your voluntary AD&D insurance. Such requirements may apply to your full benefit amount or just part of it. When proof of insurability requirements apply, it means you must submit to us proof that you're insurable, and we must approve your proof in writing before your insurance, or the specified part becomes effective.

We require proof as follows:

CGP-3-R-SCH-90 B265.2534

We require proof before we will insure any employee who enrolls for voluntary accidental death and dismemberment insurance after the time allowed for enrolling as specified in this plan.

CGP-3-R-SCH-90 B265.2538

We require proof before an employee switches from his or her current plan of voluntary accidental death and dismemberment insurance to a plan which provides greater benefits.

CGP-3-R-SCH-90 B265.2540

Dependent Optional Term Life Insurance

Life Election

Dependent Optional You may choose the plan of dependent spouse optional term life insurance, and the plan of dependent child optional term life insurance shown below. You must notify the employer of your elections and pay the required premium.

> CGP-3-R-SCH-90 B265.0800

Your Optional Plan A **Dependent Spouse Term Life Insurance** Amount

You may elect amounts of optional dependent spouse term life insurance, up to 100% of the employee's optional term life amount, in increments of \$10,000.00, but the amount may not be less than \$10,000.00 and may not exceed \$250,000.00.

CGP-3-R-SCH-90 B265.4299

Your Optional **Dependent Child Insurance Amount**

Plan A

Child's Age At Death	Benefit Amount
Birth but less than 14 days	\$100.00
14 days but less than 6 months	\$ 10,000.00
At least 6 months but less than 26 years	\$ 10,000.00
At least 26 years but less than 26 years if a full-time student	\$ 10,000.00

CGP-3-R-SCH-90 B265.4361-R

> In no event may the insurance amount of a dependent spouse exceed 100% of the insurance amount of an employee.

> CGP-3-R-SCH-90 B265.4301

Proof of Insurability Requirements

Proof of insurability requirements apply to your dependent optional term life insurance. Such requirements may apply to the full benefits amount or just part of them. When proof of insurability requirements apply, it means you must submit to us proof that a dependent is insurable, and we must approve the proof in writing before the insurance, or the specified part becomes effective.

We require proof as follows:

CGP-3-R-SCH-90 B265.0536

We require proof before you switch from your current increment of dependent optional term life insurance to an increment which provides a greater amount of insurance.

CGP-3-R-SCH-90 B265.0734

We require proof before we will insure any spouse who is enrolled for dependent optional term life insurance after the time allowed for enrolling as specified in this plan.

CGP-3-R-SCH-90 B265.0540

We require proof for any amount of dependent optional term life insurance in excess of \$ 30,000.00 with respect to your dependent spouse.

CGP-3-R-SCH-90 B265.0542

Dependent Voluntary Accidental Death and Dismemberment Insurance (AD&D)

CGP-3-SI B265.2526

Dependent You may choose the plan of dependent spouse voluntary AD&D insurance, Voluntary AD&D and the plan of dependent child voluntary AD&D insurance which is equal to **Election** 100% of the voluntary spouse and child life amount as shown below.

> CGP-3-SI B265.4172

Dependent Spouse **Voluntary AD&D Insurance Amount**

Plan A

An amount of voluntary dependent spouse term AD&D Insurance, as elected by you, up to 100% of your amount of voluntary term AD&D insurance, in increments of \$10,000.00, but the amount may not be less than \$10,000.00 and may not exceed \$250,000.00.

CGP-3-R-SCH-90 B265.4310

Dependent Child Plan A **Voluntary AD&D Insurance Amount**

Child's Age At Death	Benefit Amount
Birth to 14 days	\$ 100.00
At least 14 days but less than 26 years	\$ 10,000.00
At least 26 years but less than 26 years if a full-time student	\$ 10,000.00
CGP-3-SI	B265.1401-R
In no event may the insurance amount of a dependent spou	use exceed 100%

of the insurance amount of an employee.

CGP-3-R-SCH-90 B265.2532

Your Optional Group Term Life Insurance

Life Benefit Subject to the limitations and exclusions below, if you die while insured for this benefit, we'll pay your beneficiary the amount shown in the schedule for the plan of benefits you have elected. Your life benefit may be subject to reductions based on your age. These reductions are also shown in the schedule. Your benefit amount, a portion thereof, or increases in such amount may not become effective until you submit proof of insurability to us, and we approve it in writing. These requirements are also shown in the schedule.

Proof of Death

Subject to all of the terms of this plan, we'll pay this insurance as soon as we receive written proof of death which is acceptable to us. This should be sent to us as soon as possible.

Suicide Exclusion

We pay no benefits if your death is due to suicide, if such death occurs within two years from your employee optional group term life insurance effective date under this plan. Also, we pay no increased benefit amount if your death is due to suicide, if such death occurs within two years from the effective date of the increase.

Benefits

Seatbelt and Airbag If you die as a direct result of an automobile accident while properly wearing a seatbelt, we will increase your benefit amount by \$10,000.00. And if you die as a direct result of an automobile accident while both properly wearing a seatbelt, and sitting in a seat equipped with an airbag, we'll increase your benefit amount by an additional \$5,000.00, for a total increase of \$15,000.00.

Your Beneficiary

You decide who gets this insurance if you die. You should have named your beneficiary on your enrollment form. You can change your beneficiary at any time by giving your employer written notice, unless you've assigned this insurance. But the change won't take effect until your employer gives you written confirmation of the change.

If you named more than one person, but didn't tell us what their shares should be, they'll share equally. If someone you named dies before you do, his or her share will be divided equally by the beneficiaries still alive, unless you've told us otherwise.

If there is no beneficiary when you die, we'll pay the insurance to one of the following: (a) your estate; (b) your spouse; (c) your parents; (d) your children; or (e) your brothers and sisters.

Insurance

Assigning Your Life If you assign this insurance, you permanently transfer all your rights under this insurance to the assignee. Only one of the following can be an assignee: (a) your spouse; (b) one of your parents or grandparents; (c) one of your children or grandchildren; (d) one of your brothers or sisters; or (e) the trustee(s) of a trust set up for the benefit of one or more of these relatives.

> We will recognize an assignee as the owner of the rights assigned only if: (a) the assignment is in writing and signed by you; and (b) a signed or certified copy of the written assignment has been received and approved by us.

Your Optional Group Term Life Insurance (Cont.)

We will not be responsible for legal, tax or other effects of any assignment, or for any benefits we pay under this plan before we receive and approve any assignment.

We suggest you speak to a lawyer before you make any assignment. If you decide you want to assign this insurance, write to us for details.

Payment to a Minor or Incompetent

If your beneficiary is a minor or incompetent, we have the option of paying this insurance in monthly installments. We would pay them to the person who cares for and supports your beneficiary.

Expense

Payment of Funeral We have the option of paying up to \$250.00 of this insurance to any person or Last Illness who incurs expenses for your funeral or last illness.

Settlement Option

If you or your beneficiary asks us, we'll pay all or part of this insurance in installments. Any request must be made to us in writing. The amounts of the installments and how they would be paid depend on what we offer at the time the request is made.

CGP-3-R-EOPT-96 B273.0391

Portability Privilege

Applicability This provision applies only to this plan's employee and dependent Optional group term life insurance. It does not apply to supplemental life insurance, if any is included in this plan. And it does not apply to Accidental Death and Dismemberment with Catastrophic Loss Insurance.

Restriction

Important You may not elect a portable certificate of coverage unless you have been covered by this group plan, or the one it replaced, for employee Optional group term life insurance for at least three consecutive months prior to the date your coverage under this plan ends.

Portability Of You may elect to continue all or part of your employee Optional group term Optional Group life insurance and dependent Optional group term life insurance, by choosing **Term Life Insurance** a portable certificate of coverage, subject to the following terms.

> You may port your coverage if coverage under this plan ends because you: (a) have terminated employment; or (b) stop being a member of an eligible class of employees.

> If you have terminated employment due to sickness or injury, and you have: (a) ported your coverage; and (b) applied for this plan's Extended Life Benefit; we will cancel the ported coverage as of our approval date for the Extended Life Benefit.

> You may not port your coverage or coverage for any of your dependents, if you have reached your 70th birthday on the day coverage under this plan ends.

> You may not port your coverage or coverage for any of your dependents if coverage under this plan ends due to: (a) failure to pay any required premium; or (b) the end of this group plan.

You may port: (a) the full amount(s) of your Optional term life insurance as of the day your coverage under this plan ends, or (b) 50% of such amount, if such amount under this plan is at least \$50,000.00.

You may port: (a) the full amount(s) of your dependent Optional term life insurance as of the day your coverage under this plan ends; or (b) 50% of such amount(s) if: (i) your dependent spouse amount under this plan is at least \$20,000.00; and (ii) your dependent child amount under this plan is at least \$4,000.00. However, if you port the full amount of your insurance, any dependent amount(s) ported must be a full amount. And, if you elect to port 50% of your insurance, any dependent amount(s) ported must be 50% of such amount(s).

You may port: (a) your insurance only; (b) your insurance and insurance of your covered spouse; (c) your insurance and the insurance of all of your covered dependents; or (d) if you are a single parent, your insurance and the insurance of all of your covered dependent children. No other combinations will be allowed.

To be eligible to port, a dependent must be insured as of the day your coverage under this plan ends.

If You Die While If you die while insured for dependent Optional term life insurance, your spouse may port the insurance of your dependents as described above. But, your spouse and dependents must be insured on the date of death. No dependents will be allowed to port if: (a) there is no surviving spouse; or (b) your surviving spouse has reached his or her 70th birthday on the day you die.

Coverage

The Portable You or your surviving spouse can port to a portable certificate of coverage. Certificate Of The certificate provides group term insurance. It does not provide any: (a) accidental death and dismemberment benefits; (b) income replacement benefits; or (c) extended life benefits or waiver of premium privileges. The benefits provided by the portable certificate of coverage may not be the same as the benefits of this group plan.

> The premium for the portable certificate of coverage will be based on: (a) your and/or your dependent's rate class under this plan; and (b) your or your surviving spouse's age bracket as shown in the Optional Life Portability Coverage Premium Notice.

How To Port To get a portable certificate of coverage, you or your surviving spouse must: (a) apply to us in writing: and (b) pay the required premium. You have 31 days from the date your coverage under this plan ends to do this. We won't ask for proof that you are insurable.

Defined Term As used in this provision, the term "port" means to choose a portable certificate of coverage which provides group term life insurance.

> CGP-3-R-LP-00-TX B273.0774

Information About Conversion and Portability

No covered person is allowed to convert his or her coverage, and elect a portable certificate of coverage at the same time. If a situation arises in which a covered person would be eligible to both convert and port, he or she may only exercise one of these privileges. A covered person may never be insured under both a converted policy and a portable certificate of coverage at the same time. The covered person should read his or her plan, as well as any related materials carefully before making an election.

CGP-3-R-LPN-95 B270.0326

THE FOLLOWING PROVISION APPLIES TO YOUR OPTIONAL GROUP TERM LIFE INSURANCE:

B275.0077

Converting This Group Term Life Insurance

Eligibility Ends

If Employment Or Your group life insurance ends if: (a) your employment ends; or (b) you stop being a member of an eligible class of employees. If either happens, you can convert your group life insurance to an individual life insurance policy. Conversion choices are based on your disability status.

> If you are not disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium", you can convert to a permanent life insurance policy. You can convert all or part of the amount for which you were covered under this plan.

> If you: (a) are disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium"; and (b) have not yet been approved for the Extended Life Benefit, you can convert to: (a) a permanent life insurance policy; or (b) an interim term insurance policy, as explained in the section labeled "Interim Term Insurance". You can convert the full amount for which you were covered under this plan.

> If you are later approved for the Extended Life Benefit, then the converted policy, if any, is cancelled as of our approval date.

If The Group Plan Your group life insurance also ends if: (a) this group plan ends; or (b) life Ends Or Group Life insurance is dropped from the group plan for all employees or for your class. Insurance Is If either happens, you may be eligible to convert as explained below. **Dropped** Conversion choices are based on your disability status.

> If you: (a) are not disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium", when this coverage ends; and (b) you have been insured by a Guardian group life plan for at least five years, you can convert to a permanent life insurance policy. But, the amount you can convert is limited to the lesser of: (a) \$2,000.00; or (b) the amount of your insurance under this plan, less any group life benefits you become eligible for in the 31 days after this insurance ends.

> If you: (a) are disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium"; and (b) have not yet been approved for the Extended Life Benefit, you can convert to: (a) a permanent life insurance policy; or (b) an interim term insurance policy. You can convert the full amount for which you were covered under this plan.

Converting This Group Term Life Insurance (Cont.)

If you are later approved for the Extended Life Benefit, then the converted policy, if any, is cancelled as of our approval date.

Policy

The Converted The premium for the converted policy will be based on your age on the converted policy's effective date. The converted policy will start at the end of the period allowed for conversion. The converted policy does not include disability or dismemberment benefits.

Insurance

Interim Term If you: (a) are disabled, as defined in the section labeled "Extended Life Benefit With Waiver of Premium" and (b) have not yet been approved for the Extended Life Benefit, you have the option to convert your coverage to an individual term life insurance policy. The individual term policy requires lower premiums than an individual permanent insurance policy.

> This Interim term policy is available for only one year from the date you become disabled. During this year, if you are approved for the Extended Life Benefit, the interim term insurance is cancelled, as of our approval date. If, after one year, you have not been approved for the Extended Life Benefit, you must convert to an individual permanent life insurance policy, or coverage will end. Premiums for the individual permanent life insurance policy will be based on your age as of the date you convert from the interim term insurance policy.

How And When to To get a converted policy, you must apply to us in writing and pay the Convert required premium. You have 31 days after your group life insurance ends to do this. We won't ask for proof that you are insurable.

Conversion Period

Death During The If you die in the 31 days allowed for conversion, we'll pay your beneficiary the amount you could have converted. We'll pay whether or not you applied for conversion.

CGP-3-R-LCONV-99-TX

R275 0185

Employee Accelerated Life Benefit Benefit

IMPORTANT NOTICE: USE OF THE BENEFIT PROVIDED BY THIS SECTION MAY HAVE TAX IMPLICATIONS AND MAY AFFECT GOVERNMENT BENEFITS OR CREDITORS. YOU SHOULD CONSULT WITH YOUR TAX OR FINANCIAL ADVISOR BEFORE APPLYING FOR THIS BENEFIT.

PLEASE NOTE: THE AMOUNT OF GROUP TERM LIFE INSURANCE IS PERMANENTLY REDUCED BY THE GROSS AMOUNT OF THE ACCELERATED LIFE BENEFIT PAID TO YOU.

Accelerated Life If you have a medical condition that is expected to result in your death within Benefit 12 months, you may apply for an Accelerated Life Benefit. An Accelerated Life Benefit is a payment of part of your group term life insurance made to you before you die.

> We subtract the gross amount paid to you as an Accelerated Life Benefit from the amount of your group term life insurance under this plan. The remaining amount of your group term life insurance is permanently reduced by the gross amount paid to you.

By "group term life insurance" we mean any Employee Optional Group Term Life Insurance for which you are insured under this plan. "Group term life insurance" does not mean Accidental Death and Dismemberment Benefits, any insurance provided under this plan for covered persons other than you or any scheduled increase in the amount of any Employee Group Term Life Insurance that is due within the 12 month period after the date you apply for the Accelerated Life Benefit.

By "gross amount" we mean the amount of an Accelerated Life Benefit elected by you, before the discount and the processing fee are subtracted.

For the purposes of this provision, "terminal condition" means a medical condition that is expected to result in your death within 12 months.

You may use the Accelerated Life Benefit in any way you choose. But you may receive only one Accelerated Life Benefit during your lifetime. If you live longer than 12 months, or if you recover from the condition, the benefit does not have to be repaid. But the amount of this benefit is not restored to your remaining group term life insurance. And you may not receive another Accelerated Life Benefit if you have a relapse or develop another terminal condition.

Maximum Benefit The amount of the Accelerated Life Benefit for which you may apply is based Amount on the amount of group term life insurance for which you are insured on the day before you apply for the benefit. The minimum benefit amount is the lesser of: (a) \$1,000.00; or (b) 75% of the inforce amount. The maximum benefit amount is the lesser of: (a) \$250,000.00; or (b) 75% of the inforce amount.

Discount The amount for which you apply is discounted to the present value in 12 months from the date the benefit is paid, based on the maximum adjustable policy loan interest rate permitted in the state in which your employer is located.

> A detailed statement of the method of computing the amount of the Accelerated Life Benefit is filed with each state insurance department. This statement is available from The Guardian upon request.

Processing Fee A fee of up to \$150.00 may also be required for the administrative cost of evaluating and processing your Accelerated Life Benefit. This fee is deducted from the amount of the Accelerated Life Benefit paid to you.

Payment of An If we approve your application for an Accelerated Life Benefit, we pay the Accelerated Life amount you have elected, less the discount and the processing fee. We pay Benefit the benefit to you in one lump sum. And what we pay is subject to all of the other terms of this plan.

How And When To To receive the Accelerated Life Benefit, you must send us written proof from Apply a licensed doctor who is operating within the scope of his or her license that your medical condition is expected to result in your death within 12 months of the date of the written medical proof. We must approve such proof in writing before the Accelerated Life Benefit will be paid.

We can have you examined by a doctor of our choice to verify the terminal condition. We'll pay the cost of such examination. We will not pay the Accelerated Life Benefit if our doctor does not verify the terminal condition.

If we approve you to receive an Accelerated Life Benefit, we give you a statement which shows: (a) the amount of the maximum Accelerated Life Benefit for which you are eligible; and (b) the amount by which your group term life insurance will be reduced if you elect to receive the maximum Accelerated Life Benefit; and (c) the amount of the processing fee.

Even if you are receiving an Extended Life Benefit under this plan, you can still apply for an Accelerated Life Benefit. However, once you convert your group term life insurance, the terms of the converted life policy will apply. Any amount to which you could otherwise convert is permanently reduced by the gross amount of the Accelerated Life Benefit paid to you.

Please read "Your Remaining Group Term Life Insurance" provision for restrictions that may apply.

Group Term Life Insurance

If You Have If you have already assigned your group term life insurance, according to the Assigned Your terms of this plan, you can't apply for an Accelerated Life Benefit.

> CGP-3-R-FALB-95 B275.0029-R

Incompetent

If You Are If you are determined to be legally incompetent, the person the court appoints to handle your legal affairs may apply for the Accelerated Life Benefit for you.

Your Remaining Group Term Life Insurance

The remaining amount of group term life insurance for which you are covered after receiving an Accelerated Life Benefit payment is subject to any increases or cutbacks that would otherwise apply to your insurance. Applicable cutbacks are applied to the amount of group term life insurance for which you are insured on the day before you apply for the Accelerated Life Benefit.

The premium cost of your remaining coverage is based on the amount of group term life insurance for which you are insured on the day before you apply for the Accelerated Life Benefit.

You may be required to provide proof of insurability for increased amounts. If you are, we must approve that proof in writing before you are covered for the new amount.

The total amount of group term life insurance your beneficiary would otherwise receive upon your death is reduced by the gross amount of the Accelerated Life Benefit paid to you.

If you die after electing the Accelerated Life Benefit, but before we send the benefit to you, your beneficiary will receive the amount of the group term life insurance for which you are insured on the day before you apply for the Accelerated Life Benefit.

Restrictions We will not pay an Accelerated Life Benefit to you if you:

- are required by law to use the payment to meet the claims of creditors, whether or not you are in bankruptcy; or
- are required by court order to pay all or part of the benefit to another person; or
- are required by a government agency to use the payment to apply for, to receive or to maintain a governmental benefit or entitlement; or
- lose your coverage under the group plan for any reason after you elect the Accelerated Life Benefit but before we pay such benefit to you.

CGP-3-R-EALB-95-1 B270.0322-R

Extended Life Benefit With Waiver Of Premium

Important Notice This section applies to your optional life benefit. But, it does not apply to your accidental death and dismemberment benefits; nor to any of your dependent's insurance under this group plan. In order to continue dependent optional life insurance, you must convert your dependent coverage. To convert dependent coverage you must choose an individual permanent policy.

If You Are Disabled

You are disabled if you meet the definition of total disability, as stated below. If you meet the requirements in the "How and When to Apply" provision, we'll extend your optional life insurance under this section without payment of premiums from you or the employer.

Total Disability or Totally Disabled means, due to sickness or injury, you are:

- not able to perform any work for wages or profit; and
- (b) you are receiving regular doctor's care appropriate to the cause of disability.

How And When To

To apply for this extension, you must submit satisfactory written medical proof of your total disability. You must provide this proof within one year of the onset of that disability. Any claim filed after one year from the onset of total disability will be denied. We will deny the claim unless we receive written proof that: (a) you lacked the legal capacity to file the claim; or (b) it was not reasonably possible for you to file the claim.

Also, in order to be eligible for this extension, you must:

- become totally disabled before you reach age 70 and while insured by the group plan; and
- (b) remain totally disabled for 06 continuous months.

Extended Life Benefit With Waiver Of Premium (Cont.)

You may apply for this benefit immediately upon the onset of disability.

Continued Eligibility We may require periodic written proof that you remain totally disabled to For Extended Life maintain this extension. This written proof of your: (a) continued disability; Benefit and (b) doctor's care must be provided to us within 30 days of the date we make each such request.

> We can require you to take part in a medical assessment, with a medical specialist of our choice. During the first two years of this extension, we may require this as often as we feel is reasonably necessary. But after two years, we can't have you examined more than once a year.

Benefit

Until You've Been Your life insurance under the group plan may end after you've become totally Approved For This disabled but before we've approved you for this extension. During this time **Extended Life** period, you may either:

- continue group premium payments, including any portion which would have been paid by the employer, until you are approved or declined for this extension; or
- (b) elect a portable certificate of coverage. See this plan's "Portability Privilege" for details; or
- (c) convert to an individual permanent or term policy. Please read the section labeled "Converting This Group Term Life Insurance" for details on how to convert.

However, you must convert if: (i) this group plan terminates; and (ii) you are totally disabled and eligible, but not yet approved, for this extended benefit. You must remain insured under such policy until approved by us for the extended benefit.

Converting or porting does not stop you from claiming your rights under this section. But: (a) if you convert or port; and (b) we later approve you for this extended benefit; we will cancel the converted policy or ported certificate as of our approval date. Once you are approved for this extended benefit, your group term life coverage will be reinstated at the reduced amount. This will be done at no further cost to you or the employer.

When This **Extension Begins**

Once approved by us, your extended benefit will be effective on the later of:

- 06 continuous months from the date active full-time service ends due to total disability; or
- (b) the date we approve you for this benefit.

CGP-3-R-LW-TD-01-1-TX

B275.0542-R

Extended Life Benefit With Waiver Of Premium (Cont.)

Extension Ends

When This Your extension will end on the earliest of:

- (a) the date you are no longer disabled;
- (b) the date we ask you to be examined by our doctor, and you refuse;
- (c) the date you do not give us the proof of disability we require:
- (d) the date you are no longer receiving regular doctor's care appropriate to the cause of disability; or
- (e) the date you reach your Social Security Normal Retirement Age, as defined in the 1983 amendment to the Social Security Act.

If the extension ends, and you are not insured by the group plan again as an active full-time employee, you can convert as if your employment just ended. Read the section labeled "Converting This Group Term Life Insurance".

If You Die While If you die while covered by this extension we'll pay your beneficiary the Covered By This amount for which you were covered as of your last day of active full-time Extension work. The amount we pay is subject to all reductions which would have applied had you stayed an active employee.

Proof Of Death We'll pay as soon as we receive

- (a) written proof of your death, that is acceptable to us; and
- (b) medical proof that you were continuously disabled until your death. This must be sent within one year of your death.

CGP-3-R-LW-TD-99-2-TX

B275.0583-R

Your Dependent Spouse and Child Optional Term Life Insurance

The Benefit Subject to the limitations and exclusions shown below, if one of your dependents dies while insured for this benefit, we pay the amount shown in the schedule for the plan you have elected. We pay this in a lump sum when we receive written proof of death which is acceptable to us. Send the proof to us as soon as soon as possible.

> We pay you, if you're living. If you're not, and the dependent was your child, we pay your spouse. If your spouse is not living, we pay the child's living brothers and sisters in equal shares. If there are none, we pay the child's estate. If the dependent was your spouse, we pay your spouse's estate.

Suicide Exclusion We pay no benefits if the dependent's death is due to suicide, if such death occurs within two years from the effective date of the dependent's optional term life insurance under this plan. Also, we pay no increased benefit amount if the dependent's death is due to suicide, if such death occurs within two years from the effective date of the increase.

Your Dependent Spouse and Child Optional Term Life Insurance (Cont.)

Benefits

Seatbelt and Airbag If a dependent dies as a direct result of an automobile accident while properly wearing a seatbelt, we will increase the benefit amount by \$5,000.00. And if a dependent dies as a direct result of an automobile accident while both properly wearing a seatbelt, and sitting in a seat equipped with an airbag, we'll increase the benefit amount by an additional \$2,500.00, for a total increase of \$7,500.00.

or Incompetent

Payment to a Minor If the beneficiary is a minor or not competent, we have the right to pay in monthly installments. We would pay the person who cares for and supports the beneficiary. We completely discharge our liability for any amounts paid this way.

> CGP-3-R-DOPT-96 B293.0135

Converting This Dependent Term Life Insurance

Eligible

If Your Group Life Dependent term life insurance ends for all of your dependents when your Insurance Ends or group life insurance ends. Your insurance ends when: (a) your active You Stop Being full-time employment ends; (b) you stop being a member of a class of employees eligible for employee group life insurance; (c) your group life insurance is extended under the Extended Life Benefit provision; or (d) you die.

> Dependent term life insurance also ends when you stop being a member of a class of employees eligible for dependent term life insurance.

> If one of the above happens, each dependent who was insured may convert all or part of his or her insurance.

If This Plan Ends or Dependent term life insurance also ends for all of your dependents when this Life Insurance is plan ends. And it ends if either employee or dependent term life insurance is **Dropped** dropped from this plan for all employees or for your class.

> If one of the above happens, and your dependents have been insured by a Guardian group plan for at least five years, they can convert. But we limit the amount each dependent can convert to the lesser of: (a) \$2,000.00; and (b) the amount of his or her insurance under this plan less any group life benefits for which he or she becomes eligible in the 31 days after this insurance ends.

If a Dependent Stops Being Eligible

A dependent's term life insurance ends when he or she stops being an eligible dependent as defined by this plan. If a dependent stops being eligible, that dependent can convert all or part of his or her insurance.

Policy

The Converted The dependent can convert to one of the individual life insurance policies we normally issue. That policy can't include disability benefits. And it can't be a term policy.

> The premium for the converted policy will be based on: (a) the dependent's risk and rate class under this plan; and (b) the dependent's age when the converted policy takes effect. The converted policy takes effect at the end of the period allowed for conversion.

Write to us for details.

Converting This Dependent Term Life Insurance (Cont.)

How and When to To get a converted policy, the dependent must apply to us in writing and pay Convert the required premium. He or she has 31 days after his or her group insurance ends to do this. We won't ask for proof that he or she is insurable.

> If the dependent is a minor or not competent, the person who cares for and supports the dependent may apply for him or her.

Conversion Period

Death During the If a dependent dies in the 31 days allowed for conversion, we pay the amount he or she could have converted, as stated above. We do this whether or not he or she applied for conversion.

> CGP-3-R-DEPL-03 B295.0058

Your Voluntary Accidental Death And Dismemberment With Catastrophic Loss Benefits

The Choices You may elect to be insured for any of the plans of employee voluntary accidental death and dismemberment with catastrophic loss (ADDCL) insurance offered by the employer. These plans are shown in the schedule. However, you can only be insured under one plan at a time. You must notify the employer of your election and pay the required premium.

> You may switch to another plan of benefits at any time, subject to any of this plan's proof of insurability requirements. You must notify the employer of any desired switch.

The Benefit We'll pay the benefits described below if you suffer an irreversible covered loss due to an accident that occurs while you are insured. The loss must be a direct result of the accident, independent of all other causes. And, it must occur within 365 days of the date of the accident.

Covered Losses

Benefits will be paid according to the plan you have elected, only for losses identified in the following table. The Insurance Amount is shown in the Schedule.

ACCIDENTAL DEATH AND DISMEMBERMENT

Covered Loss	Benefit
Loss of Life	100% of Insurance Amount
Loss of a hand	50% of Insurance Amount
Loss of a foot	50% of Insurance Amount
Loss of sight in one eye	50% of Insurance Amount
Loss of thumb and index finger of same hand	25% of Insurance Amount

CATASTROPHIC LOSS BENEFITS

Covered Loss	Benefit
Quadriplegia (total paralysis of upper and lower limbs, bilaterally)	100% of Insurance Amount
Loss of speech and hearing (both ears)	100% of Insurance Amount
Loss of cognitive function	100% of Insurance Amount
Comatose state, in excess of one month	100% of Insurance Amount
Hemiplegia (total paralysis of upper and lower limbs, unilaterally)	50% of Insurance Amount
Paraplegia (total paralysis of both lower limbs)	50% of Insurance Amount
Loss of speech or hearing (both ears)	50% of Insurance Amount

For covered multiple losses due to the same accident, we will pay 100% of the Insurance Amount. We won't pay more than 100% of the Insurance Amount for all losses due to the same accident, except under the Common Carrier, Seatbelt and Airbag Benefit, and Repatriation Benefit provisions.

Loss of:

- (a) cognitive function means a significant decline or loss in intellectual aptitude. Such loss must result from an accidental injury. It must be supported by clinical proof or 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.
- (b) a hand or foot means it is completely cut off at or above the wrist or ankle.
- (c) sight means the total and permanent loss of sight.
- (d) speech or hearing means that speech or hearing is lost entirely.

Payment Of Benefits

Payment Of For covered loss of life, we pay the beneficiary described below.

For all other covered losses, we pay you, if you are living. If not, we pay the beneficiary described below.

We pay all benefits in a lump sum, as soon as we receive proof of loss which is acceptable to us. This should be sent to us as soon as possible.

The Beneficiary

You decide who gets this insurance if you die. You should have named a beneficiary on your enrollment form. You can change your beneficiary at any time by giving us notice, unless you have assigned insurance. But the change won't take effect until we give you confirmation of the change.

If you named more than one person, but didn't tell us what their shares should be, your insurance will be divided equally by the beneficiaries still alive, unless you tell us otherwise.

If there is no beneficiary when you die, we'll pay the insurance to one of the following: (a) your estate; (b) your spouse; (c) your parents; (d) your children; or (e) your brothers and sisters.

CGP-3-R-ADCL1-00 B310.0899

Seatbelt And Airbag If you die as a direct result of a motor vehicle accident while properly Benefits wearing a seatbelt, we will increase your benefit by \$10,000.00. And if you die as a direct result of a motor vehicle accident while both: (a) properly wearing a seatbelt; and (b) sitting in a seat equipped with an airbag; we'll increase your benefit by another \$5,000.00, for a total increase of \$15,000.00. This benefit will be applied after the Common Carrier provision.

Common Carrier If your loss is due to an accident which occurs while you are riding in a public conveyance, we increase the benefit payable. We pay two times the amount which otherwise applies to such loss. But, you must have been a fare-paying passenger.

Repatriation Benefit For covered loss of life due to an accident which occurs at least 75 miles from your home, we pay an extra sum. We pay up to \$5,000.00 for costs to prepare and transport your body to a mortuary chosen by you or an authorized agent.

Exclusions We won't pay for any loss caused directly or indirectly:

- by willful self-injury, suicide, or attempted suicide;
- by sickness, disease, mental infirmity, medical or surgical treatment;
- by your taking part in a riot or other civil disorder; or in the commission of or attempt to commit a felony;
- by travel on any type of aircraft if you are an instructor or crew member; or have any duties at all on that aircraft;
- by declared or undeclared war or act of war or armed aggression;
- while you are a member of any armed force;
- while you are a driver in a motor vehicle accident, if you do not hold a current and valid driver's license:
- by your legal intoxication; this includes, but is not limited to, your operation of a motor vehicle; or
- by your voluntary use of a controlled substance, unless: (1) it was prescribed for you by a doctor; and (2) it was used as prescribed. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time.

CGP-3-R-ADCL2-00 B310.0435

SPOUSAL EDUCATION AND RETRAINING BENEFIT

If you suffer a specified loss due to an accidental bodily injury, we will pay a spousal education and retraining benefit subject to all the terms below.

And Retraining **Benefit Begins**

When And How The We will pay a spousal education and retraining benefit when all of the **Spousal Education** following conditions are met:

- a benefit is payable under this plan's Employee Voluntary Accidental Death and Dismemberment with Catastrophic Loss (ADDCL) Benefit, due to a specified loss; and
- (b) on the date of the accidental injury which results in the specified loss, you and your spouse share the same place of residence;
- (c) we receive proof of the spouse's enrollment in an institute of higher learning. The spouse must: (i) be enrolled on the date of the accidental injury which results in the specified loss; or (ii) enroll within 12 months of this date.

Specified Loss means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury, resulting in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury resulting in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or 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.

Institute of Higher Learning includes, but is not limited to: (a) universities; (b) colleges; (c) trade schools; and (d) professional schools. It does not include graduate level programs.

What We Pay

Subject to all the terms of this plan, the Spousal Education and Retraining Benefit per academic term is equal to the lesser of: (i) the spouse's net tuition expense for the term; (ii) 5% of the Employee Voluntary ADDCL Benefit paid as a result of the specified loss; and (iii) \$2,500.00.

Tuition Expense means charges incurred for courses or lab fees. It does not include: (a) cost of books; (b) other related course materials; (c) student activity fees; or (d) room and board.

Net Tuition Expense means tuition expense less any scholarships or grants to which the spouse is entitled.

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

This benefit is paid per academic term. Benefit duration is based on whether the spouse is enrolled in a part-time or full-time course of study. See the Employee Voluntary Accidental Death and Dismemberment Insurance Schedule.

Continued Eligibility We require periodic proof of the spouse's continued enrollment in an institute For The Spousal of higher learning. The spouse must maintain a grade point average of at Education And least 2.0 on a 4.0 scale, or the equivalent. We also require proof, per Retraining Benefit academic term, of: (a) the spouse's tuition expenses; and (b) any scholarships and grants the spouse is entitled to.

Education And following dates: **Retraining Benefit** Ends

When The Spousal The spousal education and retraining benefit ends on the earliest of the

- the date the spouse is no longer enrolled in an institute of higher learning;
- (b) the date the spouse fails to maintain a minimum grade point average as required above;
- (c) the date the spouse fails to furnish proof as required above;
- (d) the date the lifetime maximum benefit amount, shown in the schedule, is reached: and
- (e) the date the maximum number of benefit payments, shown in the schedule, is reached.

CGP-3-R-ESED-00 B310.0409

DAY CARE EXPENSE BENEFIT

If you suffer a specified loss due to an accidental bodily injury, we will pay a Day Care Expense Benefit subject to all the terms below.

Eligibility For The Day Care Expense **Benefit**

This plan provides a day care expense benefit when all of the following conditions are met:

- a benefit is payable under this plan's Employee Voluntary Accidental Death and Dismemberment with Catastrophic Loss Benefit (ADDCL), due to a specified loss; and
- (b) we receive proof of a qualified dependent's enrollment in a qualified day care program. Such enrollment must commence within 12 months of the date of the specified loss.

Specified Loss means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury, resulting in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury resulting in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or 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.

Qualified Dependent: For purposes of the Day Care Expense Benefit a qualified dependent is: (a) 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; (b) dependent upon you for main support and maintenance; and (c) under the age of seven on the date of the accidental injury which results in the specified loss.

Qualified Day Care Program: means a program of child care which: (i) is provided in a facility that is licensed as a day care center; or (ii) is operated by a licensed day care provider; and (iii) charges a fee for the care of children. A qualified day care program does not include child care provided by a parent, step-parent, grandparent, sibling, aunt or uncle.

What We Pay Subject to all the terms of this plan, the Day Care Expense Benefit is equal to the lesser of: (i) \$10,000 annually; or (ii) the actual annual day care expenses for all of your qualified dependents.

> If this benefit is payable under both an Employee ADDCL plan and a Dependent ADDCL plan, the total day care expense benefit paid will not exceed the actual annual day care expenses for all of your qualified dependents.

> We pay this benefit quarterly, in arrears, upon receipt of proof of qualified day care expenses. Proof should be submitted within 30 days following the end of each calendar year quarter.

> Payment will be made to the person who has primary responsibility for these expenses.

For The Day Care

Continued Eligibility We require periodic proof that a qualified dependent remains enrolled in a qualified day care program. We require periodic proof of the qualified Expense Benefit dependent's day care expenses.

When The Day Care **Expense Benefit Ends**

This plan's Day Care Expense Benefits end on the earliest of the following dates:

- the date the dependent is no longer qualified, as defined above; (a)
- the date the dependent is no longer enrolled in a qualified day care program;
- the date we do not receive proof of qualified day care expenses, as required by this plan; and
- (d) four years from the date the first day care expense benefit is paid.

CGP-3-R-EDCXB-00 B310.0415

DEPENDENT CHILD EDUCATION BENEFIT

If you suffer a specified loss due to an accidental bodily injury, we will pay an education benefit on behalf of a qualified dependent, subject to all the terms below.

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

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

- A benefit is payable under this plan's Employee Voluntary Accidental Death and Dismemberment with Catastrophic Loss Benefit (ADDCL), due to a specified loss;
- We receive proof of a qualified dependent's enrollment in an institute of higher learning. The dependent must be a full-time student, as defined by the institute.

Specified Loss means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury which results in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury which results in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or 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.

Qualified Dependent: To be qualified for the Dependent Child Education Benefit, a dependent must meet the following conditions. The dependent must be: (a) 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; (b) unmarried; and (c) dependent upon you for main support and maintenance. On the date of the accidental injury which results in the specified loss, the dependent must be: (a) 22 years of age or younger; and (b) enrolled as a full-time student in an institute of higher learning; or (c) in the 12th grade, and enroll as a full-time student in an institute of higher learning within 12 months of this date. The dependent must maintain a grade point average of at least 2.0 on a 4.0 scale, or the equivalent.

Institute of Higher Learning includes, but is not limited to: (a) universities; (b) colleges; (c) trade schools; and (d) professional schools. It does not include graduate level programs.

What We Pay

Subject to all the terms of this plan, the Dependent Child Education Benefit per academic term is equal to the lesser of: (i) the qualified dependent's net tuition expense for the term; (ii) 5% of the Voluntary ADDCL Benefit paid as a result of the specified loss; or (iii) \$2,500.00.

Tuition Expense means charges incurred for credit courses or lab fees. It does not include: (a) cost of books; (b) other related course materials; (c) student activity fees; or (d) room and board.

Net Tuition Expense means tuition expense less any scholarships or grants to which the dependent is entitled.

If this benefit is payable under both an Employee ADDCL plan and a Dependent ADDCL plan, the total education benefit paid will not exceed the qualified dependent's net tuition expense for the term.

We pay this benefit per academic term for each qualified dependent.

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

Continued Eligibility For Dependent Education Benefit

We require periodic proof that a dependent remains a qualified dependent, as defined above. We also require proof, per academic term, of: (a) the qualified dependent's tuition expenses; and (b) any scholarships and grants the dependent is entitled to.

Education Benefit Ends

When The A qualified dependent's Dependent Child Education Benefit ends on the **Dependent Child** earliest of the following dates:

- the date the dependent child is no longer a qualified dependent, as defined above;
- (b) the date the dependent fails to furnish proof as required above;
- (c) the date the lifetime maximum benefit amount, shown in the schedule, is reached:
- (d) the date the maximum number of benefit payments, shown in the schedule, is reached; and
- (e) the date the maximum benefit period, shown in the schedule, is reached.

CGP-3-R-EDCED-00 B310.0422

Your Dependent Voluntary Accidental Death And Dismemberment With Catastrophic Loss Benefits

The Benefit We'll pay the benefits described below if a covered dependent suffers an irreversible covered loss due to an accident that occurs while he or she is insured. The loss must be a direct result of the accident, independent of all other causes. And, it must occur within 365 days of the date of the accident.

Covered Losses

Benefits will be paid only for losses identified in the following table. The Insurance Amount is shown in the Schedule.

ACCIDENTAL DEATH AND DISMEMBERMENT

Covered Loss	Benefit		
Loss of Life	100% of Insurance Amount		
Loss of a hand	50% of Insurance Amount		
Loss of a foot	50% of Insurance Amount		
Loss of sight in one eye	50% of Insurance Amount		
Loss of thumb and index finger of same hand	25% of Insurance Amount		

CATASTROPHIC LOSS BENEFITS

Covered Loss	Benefit
Quadriplegia (total paralysis of upper and lower limbs, bilaterally)	100% of Insurance Amount
Loss of speech and hearing (both ears)	100% of Insurance Amount
Loss of cognitive function	100% of Insurance Amount
Comatose state, in excess of one month	100% of Insurance Amount
Hemiplegia (total paralysis of upper and lower limbs, unilaterally)	50% of Insurance Amount
Paraplegia (total paralysis of both lower limbs)	50% of Insurance Amount
Loss of speech or hearing (both ears)	50% of Insurance Amount

For covered multiple losses due to the same accident, we will pay 100% of the Insurance Amount. We won't pay more than 100% of the Insurance Amount for all losses due to the same accident, except under the Common Carrier, Seatbelt and Airbag Benefit, and Repatriation Benefit provisions.

Loss of:

- (a) cognitive function means a significant decline or loss in intellectual aptitude. Such loss must result from an accidental injury. It must be supported by clinical proof or 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.
- (b) a hand or foot means it is completely cut off at or above the wrist or ankle.
- (c) sight means the total and permanent loss of sight.
- (d) speech or hearing means that speech or hearing is lost entirely.

If loss of life benefits are payable under this plan for both you and your spouse, we will increase the benefit payable on behalf of the insured dependent spouse. In lieu of the spouse's insurance amount, we will pay 100% of the your insurance amount, to a maximum of \$250,000. The following conditions must be met:

- (a) coverage must be inforce on the date of the accident; and
- (b) both you and your spouse die due to injuries sustained in the same accident; or you and your spouse die due to injuries sustained in separate accidents that occur within the same 24 hour period.

Payment Of For all covered losses, we pay you, if you are living. If you are not living, and the dependent was your child, we pay your spouse. If your spouse is not living, we pay the child's living brothers and sisters in equal shares. If there are none, we pay the child's estate. If the dependent was your spouse, we pay the spouse's estate.

> We pay all benefits in a lump sum, as soon as we receive proof of loss which is acceptable to us. This should be sent to us as soon as possible.

CGP-3-R-DADCL1-00

Benefits

Seatbelt And Airbag If a dependent dies as a direct result of a motor vehicle accident while properly wearing a seatbelt, we will increase his or her benefit amount by \$5,000.00. And if a dependent dies as a direct result of a motor vehicle accident while both: (a) properly wearing a seatbelt; and (b) sitting in a seat equipped with an airbag; we'll increase his or her benefit by another \$2,500.00, for a total increase of \$7,500.00. This benefit will be applied after the Common Carrier provision.

Common Carrier If a dependent's loss is due to an accident which occurs while he or she is riding in a public conveyance, we increase the benefit payable. We pay two times the amount which otherwise applies to such loss. But, he or she must have been a fare-paying passenger.

Repatriation Benefit For covered loss of life due to an accident which occurs at least 75 miles from the dependent's home, we pay an extra sum. We pay up to \$5,000.00 for costs to prepare and transport the body to a mortuary chosen by you.

Exclusions We won't pay for any loss caused directly or indirectly:

- by willful self-injury, suicide, or attempted suicide;
- by sickness, disease, mental infirmity, medical or surgical treatment;
- by a dependent taking part in a riot or other civil disorder; or in the commission of or attempt to commit a felony;
- by travel on any type of aircraft if the dependent is an instructor or crew member; or has any duties at all on that aircraft;
- by declared or undeclared war or act of war or armed aggression;
- while the dependent is a member of any armed force;
- while the dependent is a driver in a motor vehicle accident, if he or she does not hold a current and valid driver's license;
- by the dependent's legal intoxication; this includes, but is not limited to, the dependent's operation of a motor vehicle; or
- by the dependent's voluntary use of a controlled substance, unless: (1) it was prescribed for the dependent by a doctor; and (2) it was used as prescribed. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time.

CGP-3-R-DADCL2-00 B310.0611

SPOUSAL EDUCATION AND RETRAINING BENEFIT

If your covered spouse suffers a specified loss due to an accidental bodily injury, we will pay a spousal education and retraining benefit to you subject to all the terms below.

And Retraining **Benefit Begins**

When And How The We will pay a spousal education and retraining benefit when all of the **Spousal Education** following conditions are met:

- (a) a benefit is payable under this plan's Dependent Voluntary Accidental Death and Dismemberment with Catastrophic Loss (ADDCL) Benefit, due to a specified loss; and
- (b) on the date of the accidental injury which results in the specified loss, you and your spouse share the same place of residence;
- (c) we receive proof of your enrollment in an institute of higher learning. You must: (i) be enrolled on the date of the accidental injury which results in the specified loss; or (ii) enroll within 12 months of this date.

Specified Loss means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury, resulting in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury resulting in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or 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.

Institute of Higher Learning includes, but is not limited to: (a) universities; (b) colleges; (c) trade schools; and (d) professional schools. It does not include graduate level programs.

What We Pav

Subject to all the terms of this plan, the Spousal Education and Retraining Benefit per academic term is equal to the lesser of: (i) your net tuition expense for the term; (ii) 5% of the Dependent Voluntary ADDCL Benefit paid as a result of the specified loss; and (iii) \$2,500.00.

Tuition Expense means charges incurred for courses or lab fees. It does not include: (a) cost of books; (b) other related course materials; (c) student activity fees; or (d) room and board.

Net Tuition Expense means tuition expense less any scholarships or grants to which you are entitled.

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

This benefit is paid per academic term. Benefit duration, as shown in the schedule, is based on whether you are enrolled in a part-time or full-time course of study.

Continued Eligibility We require periodic proof of your continued enrollment in an institute of For The Spousal higher learning. You must maintain a grade point average of at least 2.0 on a **Education And** 4.0 scale, or the equivalent. We also require proof, per academic term, of: Retraining Benefit (a) your tuition expenses; and (b) any scholarships and grants you are entitled to.

When The Spousal The spousal e Education And following dates: Retraining Benefit Ends (a) the date y

When The Spousal The spousal education and retraining benefit ends on the earliest of the Education And following dates:

- (a) the date you are no longer enrolled in an institute of higher learning;
- (b) the date you fail to maintain a minimum grade point average, as required above;
- (c) the date you fail to furnish proof as required above;
- (d) the date the lifetime maximum benefit amount, shown in the schedule, is reached; and
- (e) the date the maximum number of benefit payments, shown in the schedule, is reached.

CGP-3-R-DSED-04 B310.0724

DAY CARE EXPENSE BENEFIT

If your covered spouse suffers a specified loss due to an accidental bodily injury, we will pay a Day Care Expense Benefit subject to all the terms below.

Eligibility For The Day Care Expense Benefit

This plan provides a day care expense benefit when all of the following conditions are met:

- (a) a benefit is payable under this plan's Dependent Voluntary Accidental Death and Dismemberment with Catastrophic Loss Benefit (ADDCL), due to your covered spouse's specified loss; and
- (b) we receive proof of a qualified dependent's enrollment in a qualified day care program. Such enrollment must commence within 12 months of the date of the specified loss.

Specified Loss means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury, resulting in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury resulting in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or 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.

Qualified Dependent: For purposes of the Day Care Expense Benefit a qualified dependent is: (a) 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; (b) dependent upon you for main support and maintenance; and (c) under the age of seven on the date of the accidental injury which results in the specified loss.

Qualified Day Care Program: means a program of child care which: (i) is provided in a facility that is licensed as a day care center; or (ii) is operated by a licensed day care provider; and (iii) charges a fee for the care of children. A qualified day care program does not include child care provided by a parent, step-parent, grandparent, sibling, aunt or uncle.

What We Pav

Subject to all the terms of this plan, the Day Care Expense Benefit is equal to the lesser of: (i) \$10,000 annually; or (ii) the actual annual day care expenses for all of your qualified dependents.

If this benefit is payable under both an Employee ADDCL plan and a Dependent ADDCL plan, the total day care expense benefit paid will not exceed the actual annual day care expenses for all of your qualified dependents.

We pay this benefit quarterly, in arrears, upon receipt of proof of qualified day care expenses. Proof should be submitted within 30 days following the end of each calendar year quarter.

Payment will be made to the person who has primary responsibility for these expenses.

For The Day Care

Continued Eligibility We require periodic proof that a qualified dependent remains enrolled in a qualified day care program. We require periodic proof of the qualified Expense Benefit dependent's day care expenses.

When The Day Care **Expense Benefit Ends**

This plan's Day Care Expense Benefits end on the earliest of the following dates:

- (a) the date the dependent is no longer qualified, as defined above;
- (b) the date the dependent is no longer enrolled in a qualified day care program;
- (c) the date we do not receive proof of qualified day care expenses, as required by this plan; and
- (d) four years from the date the first day care expense benefit is paid.

CGP-3-R-SDCXB-00 B310.0430

DEPENDENT CHILD EDUCATION BENEFIT

If you suffer a specified loss due to an accidental bodily injury, we will pay an education benefit on behalf of a qualified dependent, subject to all the terms below.

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

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

- (a) A benefit is payable under this plan's Employee Voluntary Accidental Death and Dismemberment with Catastrophic Loss Benefit (ADDCL), due to a specified loss;
- (b) We receive proof of a qualified dependent's enrollment in an institute of higher learning. The dependent must be a full-time student, as defined by the institute.

Specified Loss means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury which results in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury which results in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or 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.

Qualified Dependent: To be qualified for the Dependent Child Education Benefit, a dependent must meet the following conditions. The dependent must be: (a) 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; (b) unmarried; and (c) dependent upon you for main support and maintenance. On the date of the accidental injury which results in the specified loss, the dependent must be: (a) 22 years of age or younger; and (b) enrolled as a full-time student in an institute of higher learning; or (c) in the 12th grade, and enroll as a full-time student in an institute of higher learning within 12 months of this date. The dependent must maintain a grade point average of at least 2.0 on a 4.0 scale, or the equivalent.

Institute of Higher Learning includes, but is not limited to: (a) universities; (b) colleges; (c) trade schools; and (d) professional schools. It does not include graduate level programs.

What We Pay

Subject to all the terms of this plan, the Dependent Child Education Benefit per academic term is equal to the lesser of: (i) the qualified dependent's net tuition expense for the term; (ii) 5% of the Voluntary ADDCL Benefit paid as a result of the specified loss; or (iii) \$2,500.00.

Tuition Expense means charges incurred for credit courses or lab fees. It does not include: (a) cost of books; (b) other related course materials; (c) student activity fees; or (d) room and board.

Net Tuition Expense means tuition expense less any scholarships or grants to which the dependent is entitled.

If this benefit is payable under both an Employee ADDCL plan and a Dependent ADDCL plan, the total education benefit paid will not exceed the qualified dependent's net tuition expense for the term.

We pay this benefit per academic term for each qualified dependent.

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

For Dependent **Education Benefit**

Continued Eligibility We require periodic proof that a dependent remains a qualified dependent, as defined above. We also require proof, per academic term, of: (a) the qualified dependent's tuition expenses; and (b) any scholarships and grants the dependent is entitled to.

Education Benefit Ends

When the A qualified dependent's Dependent Child Education Benefit ends on the **Dependent Child** earliest of the following dates:

- (a) the date the dependent child is no longer a qualified dependent, as defined above;
- (b) the date the dependent fails to furnish proof as required above;
- (c) the date the lifetime maximum benefit amount, shown in the schedule, is reached:
- (d) the date the maximum number of benefit payments, shown in the schedule, is reached; and
- (e) the date the maximum benefit period, shown in the schedule, is reached.

CGP-3-R-SDCED-00 B310.0432

The certificate is amended as follows:

The Life Insurance eligibility provisions applicable to dependent coverage are modified to provide that:

- (a) your dependent child is a child under age 26;
- (b) marital status, residency and financial dependency requirements do not apply to your dependent child; except as stated in item (c);
- (c) your handicapped child can stay eligible for dependent coverage past age 26 if your child is unmarried and is unable to support himself or herself; and
- (d) reference to an individual dependent's coverage ending when he or she marries or is no longer dependent on you for support and maintenance, except as stated for a handicapped child past the age limit, is deleted.

All terms and conditions of your certificate not specifically changed herein remain in full force and effect.

The Guardian Life Insurance Company of America

Michael Prestileo, Senior Vice President

MroPox

CGP-A-1 B531.0022

This plan's Employee and Dependent Optional Life "Settlement Option" provision is modified as follows:

Settlement Option: Unless otherwise elected by the certificate holder or beneficiary, benefits will be paid in a single lump sum check. We may make other options available in addition to the single check option.

This rider is part of this certificate. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this certificate.

The Guardian Life Insurance Company of America

Michael Prestileo, Senior Vice President

MroPox

CGP-3-A-OLSO-12 B531.0123

The certificate is amended as follows:

The Voluntary Accidental Death and Dismemberment Insurance eligibility provisions applicable to dependent coverage are modified to provide that:

- (a) your dependent child is a child under age 26;
- (b) marital status, residency and financial dependency requirements do not apply to your dependent child; except as stated in item (c);
- (c) your handicapped child can stay eligible for dependent coverage past age 26 if your child is unmarried and is unable to support himself or herself; and
- (d) reference to an individual dependent's coverage ending when he or she marries or is no longer dependent on you for support and maintenance, except as stated for a handicapped child past the age limit, is deleted.

All terms and conditions of your certificate not specifically changed herein remain in full force and effect.

The Guardian Life Insurance Company of America

Michael Prestileo, Senior Vice President

MroPox

CGP-A-1 B531.0021

This rider amends this Plan to provide additional services as described below.

ADDITIONAL SERVICES

Guardian has arranged to make available selected services for eligible Guardian policyholders and/or covered persons who may be entitled to receive certain services and supplies from various companies.

The additional services and supplies identified below, and agreed to by the providers of these services, are not provided by Guardian. Guardian assumes no liability for the services or supplies provided under these programs, nor for the amounts charged by the companies providing such service and supplies.

Policyholders and covered persons will be provided with complete details regarding available services and supplies; associated fees or charges; discounts; eligibility requirements; and conditions, terms and limitations and a telephone number to call with questions about the service.

The policyholder and covered persons may be eligible for the following service(s) and/or discounts:

Estate Planning Services.

When this plan ends, access to the services ends for the policyholder and for all persons covered under the plan. When a policyholder no longer meets the conditions for eligibility for a service, access to that service ends for the policyholder and for all persons covered under the plan.

When a covered person's coverage under this plan ends, access to the service ends for that person. When a covered person no longer meets the conditions for eligibility for a service, access to that service ends for the covered person.

Guardian reserves the right to terminate, modify or replace any program at any time.

The Guardian Life Insurance Company of America

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Michael Prestileo, Senior Vice President

B531.0788

GLOSSARY

This Glossary defines the italicized terms appearing in your booklet.

CGP-3-GLOSS-90 B900.0118

Eligibility Date for dependent coverage is the earliest date on which: (a) you have initial

dependents; and (b) are eligible for dependent coverage.

CGP-3-GLOSS-90 B900.0003

Eligible Dependent is defined in the provision entitled "Dependent Coverage."

CGP-3-GLOSS-90 B750.0015

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

Enrollment Period with respect to dependent coverage, means the 31 day period which starts

on the date that you first become eligible for dependent coverage.

CGP-3-GLOSS-90 B900.0004

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.

week), at his employer's place of business.

CGP-3-GLOSS.1 B750.0230

Initial Dependents means those eligible dependents you have at the time you first become

eligible for *employee* coverage. If at this time you do not have any *eligible dependents*, but you later acquire them, the first *eligible dependents* you

acquire are your initial dependents.

CGP-3-GLOSS-90

CGP-3-GLOSS-90 B900.0006

Newly Acquired means an eligible dependent you acquire after you already have coverage in

Dependent force for *initial dependents*.

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

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

Insurability CGP-3-GLOSS-90 B900.0010

B900.0008

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