

THIS IS NOT INSURANCE

Discount Programs

Guardian planholders and covered persons can receive discounts on certain services and supplies from various companies.

These services and supplies are not covered by this plan. The entire discounted price must be paid directly to the company.

When this plan ends, access to these discounts for the planholder and for all covered persons end. When a covered person's coverage under this plan ends, his or her access to the discounts ends.

We reserve the right to change the terms of, or terminate, any of these programs at any time.

Planholders and covered persons will be provided with complete details regarding each program, including: (a) what is discounted, (b) the amount of the discounts; (c) how the discounts can be accessed; and (d) a telephone number to call with questions about the program.

The programs are:

Office Max - Discounts for planholders and covered persons on many office services and supplies.

Dell Computers - Discounts for planholders on computers and related equipment.

Epic Hearing Care - Discounts for planholders and covered persons on hearing exams and hearing aids.

1-800-Flowers - Discounts for planholders and covered persons on many floral products.

GP-1-VAP-07

P119.0004-R

The Guardian Life Insurance Company of America
A Mutual Life Insurance Company
7 Hanover Square, New York, New York 10004
Incorporated 1860 by the Laws of the State of New York

EMPLOYER RIDER

Group Plan Number: G-00456757-HN

Policyholder: Trustees of the Professional and Technical Services Industry Insurance Trust Fund

Participating Employer: REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS BOYNTON HEALTH SERVICE FOR RESIDENTS/FELLOWS

Rider Effective Date: April 1, 2010

It is hereby agreed that the provisions which follow are added to the group policy for the participating employer named above:

Premium Payments: The first premium payment for this plan is due on the Rider Effective Date. Further payments are due on the 1st of July , October , January and April thereafter, as long as this plan stays in effect.

There is a 31 day grace period for all payments except the first. We must receive all payments within 31 days of the applicable premium due date. If we don't, this plan will automatically end at the end of the grace period. You will owe us all unpaid premiums for the period this plan was in force.

Term of Rider - Renewal Privilege: This rider is issued for an initial term which starts on the Rider Effective Date and ends on the day before the first policy anniversary date.

You can renew this rider for further one year terms on each plan anniversary, subject to all of the terms of the group policy and this rider. We have the right to cancel this rider, or any coverage hereunder, on the policy anniversary date or premium due date, if, on that date, either:

- less than ten employees are insured under this rider; or
- with respect to any contributory coverages, less than 75% of those employees who are eligible for insurance under this rider are insured.

If this rider also provides dependent coverage on a contributory basis, we can cancel that coverage on any policy anniversary date or premium due date, if, on that date, less than 75% of those employees eligible for such dependent coverage are insured.

For non-contributory plans, 100% of the employees eligible for insurance, must be enrolled for coverage. If dependent coverage is provided, all eligible dependents must be enrolled. We have the right to cancel this rider, or any coverage hereunder on the policy anniversary date or the premium due date, if, on that date, the number of employees or dependents, if dependent coverage is provided, falls below 100% of those eligible for coverage.

This rider and all coverages hereunder will also end if you stop engaging in the business in which you were engaged on the Rider Effective Date. You must notify us in writing when the nature of your business activity changes or when you sell that business.

If we give you 31 days advance written notice, we may, as of the first day of any policy month, change the premium rates we charge for this plan.

You can cancel this plan at any time by giving us 31 days advance written notice. This notice must be sent to our Home Office. And you will owe us all unpaid premiums for the period this plan is in force.

Associated Companies: If you ask us in writing to include an associated company under this plan, and we give you our written approval, we'll treat employees of that company like your employees. Our written approval will include the starting date of the company's coverage by this plan. Each eligible employee of that company must still meet all of the terms and conditions of this plan before he'll be insured.

You must notify us in writing when a company stops being associated with you. On the date a company stops being an associated company, this plan will end for all of that company's employees, except those employed by you or another covered associated company as active eligible employees on such date.

Definitions

Associated company means a corporation or other business entity affiliated with the employer through common ownership of stock or assets.

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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.

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

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

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You and **Your** mean the employer who purchased this plan.

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SCHEDULE OF INSURANCE AND PREMIUM RATES

This plan's classifications, and the option packages of benefits which are available to covered persons who are members of each classification, are shown below.

Class Description

- Class 0001** ALL ELIGIBLE MEDICAL RESIDENTS AND FELLOWS
Class 0002 ALL ELIGIBLE NON-MEDICAL RESIDENTS/FELLOWS
Class 0003 ALL ELIGIBLE MEDICAL RESIDENTS AND FELLOWS ON TRAINING GRANT

Option Packages Available

Employees may choose from the benefit packages available to members of their class. The option packages are summarized in "Summary of Option Packages" below.

Members of Class 0001 may choose from benefit option packages A.

Members of Class 0002 may choose from benefit option packages B.

Members of Class 0003 may choose from benefit option packages C.

Summary of Option Packages

The following are summaries of the benefit option packages available. For a complete explanation of the benefits provided by this plan, including all limitations and exclusions, please read the entire plan.

Option A Short Term Disability Income Replacement Benefits in the amount of 70% of an employee's insured earnings, rounded to the nearest dollar, if not already a multiple thereof, to a maximum weekly benefit of \$1,000.00, for a maximum of 11 weeks for each disability due to an accident and 11 weeks for each disability due to a sickness.

Long Term Disability Income Insurance in the amount of 80% of an employee's insured earnings, rounded to the nearest dollar, if not already a multiple thereof, to a maximum monthly benefit of \$5,000.00.

Option B Long Term Disability Income Insurance in the amount of 80% of an employee's insured earnings, rounded to the nearest dollar, if not already a multiple thereof, to a maximum monthly benefit of \$5,000.00.

Option C Short Term Disability Income Replacement Benefits in the amount of 70% of an employee's insured earnings, rounded to the nearest dollar, if not already a multiple thereof, to a maximum weekly benefit of \$1,000.00, for a maximum of 11 weeks for each disability due to an accident and 11 weeks for each disability due to a sickness.

Long Term Disability Income Insurance in the amount of 80% of an employee's insured earnings, rounded to the nearest dollar, if not already a multiple thereof, to a maximum monthly benefit of \$5,000.00.

Options A and C

Schedule of Benefits
Short Term Disability Income Insurance

Options A and C

Elimination Period	Elimination Period During Disability:	
	For disability due to injury	14 days
	For disability due to sickness	14 days
Maximum Payment Period	Maximum Payment Period For Each Disability:	
	For disability due to injury	11 weeks
	For disability due to sickness	11 weeks

Options A and C

Gross Weekly Benefit 70% of your *insured earnings*, rounded to the nearest 1.00, if not already a multiple thereof, limited to a maximum of \$1,000.00.

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

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All Options

Schedule of Benefits
Employee Long Term Disability Income Insurance

All Options

Own Occupation Period The maximum payment period.

All Options

Elimination Period	Elimination Period During Disability	
	For disability due to injury	90 days
	For disability due to sickness	90 days

Maximum Payment Period for Each Disability: See the following table:

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

Schedule of Benefits

Employee Long Term Disability Income Insurance (Cont.)

After 1959 67

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

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

But if an employee whose disability starts after age 60 reaches the end of the maximum payment from this table before he reaches the Social Security Normal Retirement Age, we will extend his maximum payment period until he reaches Social Security Normal Retirement Age.

All Options

Gross Monthly Benefit 80% of the covered person's *insured earnings*, rounded to the nearest \$1.00, if not already a multiple thereof, limited to a maximum of \$5,000.00.

Note: We integrate the covered person's *gross monthly benefit* with certain other income he or she may receive. Read all of the terms of this *plan* to see what income we integrate with, and how.

All Options

Survivor Benefit 3 times the last monthly benefit after it is reduced by *disability earnings* the covered person received.

All Options

Schedule of Benefits

Effective Dates for Changes to Insurance

All Options

Changes in Insurance Amounts Any increase or decrease in the amount of insurance on any individual shall become effective on the effective date of a change in the Employee's classification, except that any increase in the amount of insurance on an Employee eligible for benefits under an established benefit period shall become effective, in the case of an Employee not actively at work, on the day on which he returns to active work on a full-time basis (or the day on which his benefit period terminates, whichever is later).

In no event shall the insurance of an Employee who is not actively at work on a full-time basis be increased or decreased prior to the date such Employee returns to active work on a full-time basis.

All Options

**Changes in Insurance
Classification**

If an insured Employee's classification changes, the Employee's insurance shall be adjusted automatically to conform to the new classification on the first day on which he is actively at work on full-time and makes a contribution, if required, applicable to the new classification; provided that if thirty-one days elapse after a change to a classification for which a larger amount of insurance is provided, and the Employee fails to make a contribution, if required, applicable to the new classification by the first day thereafter on which he is actively at work on full-time, no increase shall be allowed as a result of such change or any subsequent change unless the Employee furnishes evidence of insurability satisfactory to the Insurance Company. However, any Employee whose benefits were previously reduced because of an age limitation will be retained at the reduced benefits.

Schedule of Premium Rates

The monthly premium rates, in U.S. dollars, for the insurance provided under this plan are listed below.

Options A and C

Premium Rates

Short Term Disability Income Insurance

Options A and C Classes 0001 and 0003

Rate per Employee

\$ 17.879

All Options

Premium Rates

Long Term Disability Income Insurance

All Options All Classes

The following set of rates represents the monthly premium cost per covered person.

Rate per Employee

\$ 8.945

We have the right to change any premium rate(s) set forth above at the times and in the manner established by the provision of the group plan entitled "Premiums".

All Options

A specimen copy of the master group policy provisions which apply to the plan of insurance for the participating employer named on the first page of this rider, is attached hereto and incorporated herein. The originals of such provisions are part of the master group policy which was delivered in the State of Rhode Island to BankNewport (Trustee) as Policyholder.

All Options

This rider shall form a part of the group policy. You, the policyholder and The Guardian are subject to all of the terms and conditions contained in the group policy and this rider.

Dated at Bethlehem, PA This 9th Day of August, 2010

The Guardian Life Insurance Company of America



Vice President, Group Products

All Options

Trustees. The term "trustees" shall mean BankNewport.

Participating Employers - Eligible Employer. An Eligible Employer may become a Participating Employer by filing, through the Trustees, with the Home Office of the Insurance Company an agreement executed by the employer adopting the terms of the Trust Agreement and by receiving the Insurance Company's approval, in writing, of its inclusion as a Participating Employer. The date the employer becomes a Participating Employer shall be stated in the Employer Rider pertaining to such Employer. "Employer Rider" as used any place in this Policy shall mean each separate rider or riders, attached to and forming part of this Policy, identifying and specifically applying to each employer who is a Participating Employer under this Policy and which contains details of the plan of insurance pertaining to the employees of each such Participating Employer.

"Eligible Employer" as used above shall mean any employer engaged in the industry covered under this Policy.

Participation Date. The date as of which an Employer becomes a Participating Employer is referred to herein as the Participation Date with respect to such Employer and its Employees.

Employees Eligible. Those employees identified in the Employee Riders are eligible for insurance under this Policy for the insurance coverages specified therein.

Termination of Employee Coverage. An Employee's insurance on behalf of himself under this Policy shall automatically terminate:

- (1) If his employment terminates.
- (2) If he ceases to be a member of the classes of employees eligible for the insurance.
- (3) If this Policy terminates.
- (4) If this Policy is discontinued with respect to the Employees of his Participating Employer.

Termination of employment shall be deemed to occur when the Employee ceases active service on a full-time basis with his Participating Employer, except to the extent this requirement is modified in the Employer Rider pertaining to each Participating Employer.

Schedule of Insurance and Premium Rates:

Schedule. This Group Policy, together with any amendments thereto, contains all the insurance coverages which may be provided by the Employer Rider. The insurance benefits, and the amount thereof, for which the employee is eligible under this Policy on behalf of himself, and on behalf of his dependents if they are covered under this Policy, shall be in accordance with the provisions of the Employer Rider pertaining to each Participating Employer. The classification of each individual Employee shall be determined by the Policyholder from time to time without discrimination among persons in like circumstance, and such determination shall be final and conclusive.

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All Options

Premiums: Premiums under this Policy are due and payable, as specified on the first page of this Policy, by the Policyholder at an office of the Insurance Company or to an authorized representative. By mutual agreement between the Policyholder and the Insurance Company the interval of payment may be changed, with appropriate adjustment to provide for payment annually, semi-annually, quarterly, or monthly.

The premium due under this Policy on each premium due date shall be the sum of the premium charges for the insurance coverages provided for Participating Employers under this Policy and shall be based upon the rates set forth in the Employer Riders, provided that (a) on the first anniversary of any such Rider and on the

This is a specimen copy of master group policy provisions which apply to this plan of insurance. The originals of these provisions are part of a master group policy delivered to the Trustee as Policyholder in the State of Rhode Island.

first day of any month thereafter, and (b) on any date the extent of coverage for a Participating Employer under any such Rider is changed by amendment to this Policy, or to such Rider, the Insurance Company may, by advance written notice to the Policyholder, change the rates at which further premiums due for the Insurance provided under such Rider shall be computed. Such change shall apply to premiums due on and after the effective date of the change stated in such notice. The Insurance Company, however, shall not have the right to change the rates under (a) above more than once during any twelve consecutive months, with respect to an Employer Rider.

Adjustment of Premiums Payable Other Than Monthly or Quarterly: If under the foregoing provisions, a premium rate is changed, (or if under the provision "Computation of Group Life Insurance Premiums", an average premium rate is changed) after an annual or semi-annual premium became payable with respect to coverage on or after the date of such change, such premium shall be adjusted by a proportionate increase or decrease for such unexpired period for which such premium became payable. If the adjustment results in a decrease in such premium which became payable the amount of the decrease for such unexpired period shall be payable to the Policyholder by the Insurance Company. If the adjustment results in an increase in such premium which became payable the amount of the increase for such unexpired period shall be considered a premium due on the date of such change, and the Policy provisions concerning grace period shall apply thereto.

Liability of Trustees to Pay Premiums: The Trustees (the Policyholder hereunder) shall be exempt from personal liability with respect to the premiums required by this Policy to be paid by them, but shall be liable for such premiums only in their fiduciary capacity.

Grace in Payment of Premiums - Termination of Policy: A grace period of thirty-one days, without interest charge, will be allowed the Policyholder for the payment of the premium due under this Policy on any due date except the first. If any premium with respect to the Employees of any Participating Employer is not paid before the expiration of the grace period, this Policy shall automatically terminate with respect to all Employees of such Participating Employer at the expiration of the grace period, except that if the Policyholder shall have given the Insurance Company written notice in advance of an earlier date of termination during the grace period, this Policy shall terminate with respect to all Employees of such Participating Employer as of such earlier date. The Policyholder shall be liable to the Insurance Company for all unpaid premiums with respect to the Employees of a Participating Employer for the period (including a pro-rata premium for the grace period or fraction thereof) during which this Policy was in force with respect to such Employees.

This Policy shall terminate immediately upon termination of an insurance coverage under this Policy if, as the result of the termination of such coverage, no benefits remain in effect under this Policy.

Term of Policy and Employer Riders - Renewal Privilege: This Policy is issued for a term of one (1) year from its effective date. All Policy years and Policy months shall be calculated from the effective date. All periods of insurance under the Employer Riders shall begin and end at 12:01 A.M. Standard Time at the Policyholder's place of business.

The Policyholder may renew this Policy for a further term of one (1) year, on the first and each successive anniversary of its effective date; provided, however, that the Insurance Company has the right to: (A) decline to renew this Policy on any anniversary, and (B) to decline to renew a particular insurance coverage on the first anniversary, or on any premium due date thereafter, if with regard to (A) the number of Employees insured under this Policy, or with regard to (B) the number of Employees insured for such Coverage, shall be less than twenty-five. If, in accordance with the preceding paragraph, the Policy is not renewed, all Employer Riders shall thereupon terminate as of the date the Policy terminates. Subject to the foregoing, the renewability of the insurance provided under an Employer Rider shall be in accordance with the provisions of such Rider.

Renewal is conditioned upon payment of the premium then due, computed as provided in the Section entitled "Premiums".

All Options

The Contract: The Policy and any riders or amendments hereto, and the Application of the Participating Employer, a copy of which is attached hereto or endorsed hereon and made a part hereof, constitute the entire contract between the parties.

The Policy may be amended at any time, without the consent of the Employees insured hereunder or any other person having a beneficial interest therein, upon written request made by the Participating Employer and agreed to by the Insurance Company, but any such amendment shall be without prejudice to any claims arising prior to the date of the change. No agent is authorized to alter or amend this Policy, to waive any conditions or restrictions contained herein, to extend the time for paying a premium, or to bind the Insurance Company by making any promise or representation or by giving or receiving any information. No change in this Policy shall be valid unless evidenced by an endorsement or rider hereon signed by the President, a Vice President, a Secretary, the Actuary, an Associate Actuary, an Assistant Secretary or an Assistant Actuary of the Insurance Company, or by an amendment hereto signed by the Policyholder and by one of the aforesaid officers of the Insurance Company.

Wherever in this Policy a personal pronoun in the masculine gender is used or appears, it shall be taken to include the feminine also, unless the context clearly indicates the contrary.

Incontestability: This Policy shall be incontestable after two years from its date of issue except for non-payment of premiums. With respect to a Participating Employer, the policy shall be incontestable based on statements made in the application after two years from the Employer Rider Effective Date.

With respect to the insurance on an Employee and/or his eligible dependents, their insurance shall be incontestable after two years from his effective date, except for violation by the Employee of the conditions, if any, of this Policy relative to military or naval service.

Clerical Error - Misstatements: Neither clerical error by the Policyholder, a Participating Employer, or by the Insurance Company in keeping any records pertaining to insurance under this Policy, nor delays in making entries thereon, shall invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated, but upon discovery of such error or delay an equitable adjustment of premiums shall be made.

If the age of an employee, or any other relevant facts, be found to have been misstated, and the premiums are thereby affected, an equitable adjustment of premiums shall be made, and if such misstatement affects the existence or the amount of insurance, the true facts shall be used in determining whether insurance is in force under the terms of this Policy and in what amount.

Statements: No statements shall avoid the insurance under this Policy, or be used in defense of a claim hereunder unless in the case of the Participating Employer, it is contained in the Application for this Policy, signed by him and in the case of an Employee, it is contained in a written request or application signed by him and a copy of which has been furnished to him or to his beneficiary.

All statements shall be deemed representations and not warranties.

Employee's Certificate: The Insurance Company will issue to the Participating Employer, for delivery to each Employee insured hereunder, a copy of his application and certificate booklet which shall state the essential features of the insurance to which the Employee is entitled and to whom the benefits are payable, and in case of group life insurance, the provisions of the section "Conversion Privilege." Any such certificate shall not constitute a part of this Policy and shall in no way modify any of the terms and conditions set forth in this Policy.

In the event this Policy is amended by changes which affect the description of the essential features of the insurance contained in an Employee's Certificate, a rider or revised certificate reflecting such changes will be issued to the Policyholder for delivery to the Employee.

All Options

Dividends: The portion, if any, of the divisible surplus of the Insurance Company allocable to this Policy at each Policy anniversary shall be determined annually by the Board of Directors of the Insurance Company and shall be credited to this Policy as a dividend on such anniversary, provided this Policy is continued in force by the payment of all premiums to such anniversary.

Any dividend under this Policy shall be paid to the Policyholder in cash, or at the option of the Policyholder it may be applied to the reduction of the premiums then due.

If the dividends under this Policy should be in excess of the Policyholder's cost of insurance, such excess shall be applied for the sole benefit of the Employees.

Payment of any dividend to the Policyholder shall completely discharge the liability of the Insurance Company with respect to the dividend so paid.

Assignment: The right of the Insured Employee to assign any interest under this policy shall be governed as follows:

- (1) With respect to Group Term Life Insurance (Including Employee Basic Term Life Insurance and Employee Supplemental Term Life Insurance if provided under the Policy), the Insured Employee may, subject to the following conditions, assign all rights or interest of every kind which he now has, or hereafter may acquire, in such insurance, including, but not limited to, those stated under the applicable provisions in this Policy entitled "BENEFICIARY", "CONVERSION PRIVILEGE" and "OPTIONAL MODES OF SETTLEMENT", provided (a) such assignment be irrevocable and absolute in form, for no value, with the Insured Employee retaining no further interest in such insurance; and (b) the assignment be made to only ONE of the following: the spouse, child or grandchild, parent or grandparent, brother or sister of the Insured Employee, or the trustee of a trust established for the benefit of one or more of these.
- (2) With respect to Accident and Health Insurance, neither the Insured Employee's certificate nor the right to insurance benefits hereunder is assignable, except that the benefits, if any, payable for hospital, surgical or medical expense may be assigned to the institution or person providing the service on account of which such benefits become payable.

The Insurance Company shall not be charged with notice of any assignment of interest under this Policy until the original assignment has been accepted and if filed with it at its Home Office. However, the Insurance Company assumes no responsibility for the validity or effect of any such assignment and its position with respect thereto is not altered by filing or recording the same, save as to notice thereof.

Records - Information to be Furnished: The Policyholder shall keep a record of Employees insured, containing, for each Employee, the essential particulars of the insurance. The Policyholder shall, as prescribed by the Insurance Company, periodically forward to the Insurance Company, on the Insurance Company's forms, such information concerning the Employees eligible for insurance under this Policy as may reasonably be considered to have a bearing on the administration of the insurance under this Policy and on the determination of premium rates, and any other information which the Insurance Company may reasonably require with regard to any matters pertaining to this Policy. Any records of the Policyholder, or of the Participating Employers, as may have a bearing on the insurance under this Policy shall be open for inspection by the Insurance Company at any reasonable time.

Claims of Creditors: Except so far as may be contrary to the laws of any state having jurisdiction in the premises, the insurance and other benefits under this Policy shall be exempt from execution, attachment, garnishment, or other legal or equitable process, for the debts or liabilities of the Employees or their beneficiaries.

Assignment by Trustees or Participating Employers: Assignment or transfer of the interest of the Policyholder or of any Participating Employer under this Policy shall not bind the Insurance Company without its written consent thereto.

All Options

ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00456757-HN

issued by

The Guardian Life Insurance Company of America

to

Trustees of the Professional and Technical Services Industry Insurance Trust Fund

with respect to

REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS BOYNTON HEALTH SERVICE FOR RESIDENTS/FELLOWS

As of April 1, 2010, this rider amends this Policy as follows:

- (1) The following provisions of this Policy are hereby deleted and replaced by the revised corresponding provisions set forth below.

Premiums

Premiums due under this Policy must be paid by the Participating Employer at an office of The Guardian or to a representative that we have authorized. The premiums must be paid as specified in the Employer Rider, unless by agreement between the Participating Employer and The Guardian, the interval of payment is changed. In that event, adjustment will be made to provide for payment annually, semi-annually, quarterly or monthly.

The premium due under this Policy on each premium due date will be the sum of the premium charges for the insurance coverages provided under the Employer Rider. The premium charges are based upon the rates set forth in this Policy's "Schedule of Insurance and Premium Rates" section.

However, we may change such rates:

- on the first day of any policy month;
- on any date the extent or terms of coverage for a participating Employer are changed by amendment of this Policy, or of the Employer Rider;
- on any date our obligation under this Policy with respect to a participating Employer is changed because of statutory or other regulatory requirements; or
- on any date our obligation under an Employer Rider is changed because of a change in the benefits: (a) with which the benefits provided by an Employer Rider are coordinated; or (b) which are supplemented by the benefits provided by an employer rider.

We must give the Participating Employer 31 days written notice of the rate change. Such change will apply to any premium due on and after the effective date of the change stated in such notice.

Adjustment of Premiums Payable Other Than Monthly or Quarterly

Under the above provision, if a premium rate is changed after an annual or semi-annual premium became payable with respect to coverage on and after the date of such change, the premium will be adjusted by a proportionate increase or decrease for the unexpired period for which the premium became payable. If the adjustment results in a decrease, the amount of the decrease will be paid to the Participating Employer by us. If the adjustment results in an increase, the amount of the increase will be considered a premium due on the date of the rate change. This Policy's grace period provisions will apply to any such premium due.

Grace in Payment of Premiums - Termination of Policy

A grace period of 31 days, without interest charge, will be allowed the Participating Employer for each premium payment except the first. If any premium with respect to the employees of a Participating Employer is not paid before the end of the grace period, such employees' coverage under this policy automatically ends at the end of the grace period. However, if the Participating Employer gives us 31 days written notice in advance of an earlier termination date during the grace period, such employees' coverage under this Policy ends as of such earlier date.

If the coverage of the employees of a Participating Employer ends during or at the end of the grace period, the Participating Employer will still owe us premium for all the time coverage was in force with respect to such employees during the grace period.

This Policy ends immediately on any date when an insurance coverage under this Policy ends and, as a result, no benefits remain in effect under this Policy.

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Incontestability

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

A Participating Employer's insurance under this Policy shall be incontestable after two years from his Rider Effective Date, except for nonpayment of premiums.

No statement in any application, except a fraudulent statement, made by a person insured under this Policy 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 the Participating Employer's group plan replaces the group plan he had with another insurer, we may rescind his plan based on misrepresentations made by the Participating Employer or a covered person in a signed application for up to two years from the Rider Effective Date.

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All Options

The Contract

The entire contract between the Guardian and the Participating Employer consists of this Policy and any amendments thereto which pertain to his plan of insurance, including the Participating Employer's Employer Rider, and the Participating Employer's application, a copy of which is attached hereto or endorsed hereon.

We can amend this Policy or an Employer Rider at any time, without the consent of the insured employees or any other person having a beneficial interest therein, as follows:

We can amend this Policy or an Employer Rider:

- upon written request made by the Participating Employer and agreed to by The Guardian;
- on any date our obligation under this Policy with respect to a Participating Employer is changed because of statutory or other regulatory requirements; or
- on any date our obligation under an Employer Rider is changed because of a change in the benefits: (a) with which the benefits provided by an Employer Rider are coordinated; or (b) which are supplemented by the benefits provided by an Employer Rider.

If we amend the Policy or an Employer Rider, except upon request made by the Participating Employer, we must give the Participating Employer written notice of such amendment.

Any amendments to this Policy or an Employer Rider will be without prejudice to any claim arising prior to the date of the change.

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

All personal pronouns in the masculine gender used in this Policy, will be deemed to include the feminine also, unless the context clearly indicates the contrary.

Clerical Error - Misstatements

Neither clerical error by the Policyholder, a Participating Employer or The Guardian in keeping any records pertaining to insurance under this Policy, nor delays in making entries thereon, will invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated. However, upon discovery of such error or delay, an equitable adjustment of premiums will be made.

Premium adjustments involving return of unearned premium to the Participating Employer will be limited to the period of 90 days preceding the date of our receipt of satisfactory evidence that such adjustments should be made.

If the age of an employee, or any other relevant facts, are found to have been misstated, and the premiums are thereby affected, an equitable adjustment of premiums will be made. If such misstatement involves whether or not an insurance risk would have been accepted by us, or the amount of insurance, the true facts will be used in determining whether insurance is in force under the terms of this Policy and the Employer Rider, and in what amount.

Statements

No statement will avoid the insurance under this Policy, or be used in defense of a claim hereunder unless:

- in the case of the Participating Employer, it is contained in the application signed by him; or
- in the case of a covered person, it is contained in a written instrument signed by him.

All statements will be deemed representations and not warranties.

GP-1-A-GP-90-3

P150.0154-R

All Options

Assignment

An employee's right to assign any interest under this Policy is governed as follows:

- No death benefits (including any basic term life, supplemental term life, optional term life or accidental death and dismemberment coverages) provided by this Policy, may be assigned.
- With respect to accident and health insurance, neither the employee's certificate nor his right to insurance benefits under this Policy are assignable. The employee may direct us, in writing, to pay hospital, surgical, major medical, or dental benefits to the recognized provider who provided the covered service for which benefits became payable. We may honor such direction at our option. But, such a direction is not considered an assignment of benefits and the employee may not assign his right to take legal action under this Policy to such provider. And we assume no responsibility as to the validity or effect of any such direction.

GP-1-A-GP-90-4

P150.0013-R

All Options

Records - Information To Be Furnished

The Participating Employer must keep a record of the insured employees containing, for each employee, the essential particulars of the insurance which apply to the employee. The Participating Employer must periodically forward to us, on our forms, such information concerning the employees in the classes eligible for insurance under this Policy, as set forth in the Employer Rider, as may reasonably be considered to have a bearing on the administration of the insurance under this Policy and on the determination of the premium rates. For benefits which are based on an employee's salary, changes in an employee's salary must promptly be reported to us. The Participating Employer's payroll and other such records which have a bearing on the insurance must be furnished to us for inspection at our request at any reasonable time.

(2) The following provisions are hereby added to this Policy:

Accident and Health Claims Provisions

An employee's right to make a claim under this Policy for any accident and health benefits provided under an Employer Rider, is governed as follows:

Notice: An employee 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 the employee's name and plan number.

Proof of Loss: We'll furnish the employee 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. The employee must detail the nature and extent of the loss for which the claim is being made.

If an Employer Rider provides weekly loss of time benefits, the employee must send us written proof of loss within 90 days of the end of each period for which we're liable. If an Employer Rider provides long term disability income replacement benefits, the employee must send us written proof of loss within 90 days of the date we request it. For any other loss, the employee must send us written proof of loss within 90 days of the loss.

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

Payment of Benefits: If an Employer Rider provides benefits for loss of income, we'll pay them once every 30 days for as long as we're liable, provided the employee submits periodic written proof of loss as stated above. We'll pay all other accident and health benefits to which the employee is entitled under an Employer Rider as soon as we receive written proof of loss.

We pay all accident and health benefits to the employee, if he is living. If he is not living, we have the right to pay all accident and health benefits, except dismemberment benefits, to one of the following: (a) the employee's estate; (b) the employee's spouse; (c) the employee's parents; (d) the employee's children; (e) the employee's brothers and sisters; and (f) any unpaid provider of health care services. If an Employer Rider provides benefits for dismemberment, see "Accidental Death and Dismemberment Benefits" for how dismemberment benefits are paid.

When an employee files proof of loss, he 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. But we can't tell the employee that a particular provider provide such care. And the employee may not assign his right to take legal action under this Policy to such provider.

Limitations of Actions: An employee can't bring a legal action against this Policy until 60 days from the date he files proof of loss. And he can't bring legal action against this Policy after three years from the date he files proof of loss.

This is a specimen copy of master group policy provisions which apply to this plan of insurance. The originals of these provisions are part of a master group policy delivered to the Trustee as Policyholder in the State of Rhode Island.

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

GP-1-A-GP-90-5

P150.0014-R

All Options

Examination and Autopsy

We have the right to have a doctor of our choice examine the person for whom a claim is being made under this Policy 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.

(3) As used in this rider:

"Accident and health" means any dental, dismemberment, hospital, long term disability, major medical, out-of-network point-of-service, prescription drug, surgical, or weekly loss-of-time insurance provided under an Employer Rider.

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

"Policy" means the master group policy of insurance.

(4) This Policy's provision entitled "Liability of Trustees to Pay Premiums" is hereby deleted.

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

Dated at _____ This _____ Day of _____, _____

Trustees of the Professional and Technical Services Industry Insurance Trust Fund
Full or Corporate Name of Policyholder

Witness BY: _____
Signature and Title

The Guardian Life Insurance Company of America



Vice President, Group Products

GP-1-A-GP-90-6

P150.0009-R

All Options

ELIGIBILITY FOR DISABILITY INCOME REPLACEMENT COVERAGE

P329.0002-R

All Options

EMPLOYEE COVERAGE

Eligible Employees

Subject to the Conditions of Eligibility set forth below, and to all of the other conditions of the plan, all of your employees who are in an eligible class will be eligible if they are active full-time employees.

For purposes of this plan, we will treat partners and proprietors like employees if they meet this plan's conditions of eligibility.

Conditions of Eligibility

An employee is eligible for coverage if he or she is:

- (a) legally working in the United States.
- (b) regularly working at least the number of hours in the normal work week set by the employer (but not less than 30 hours per week), at:
 - (i) the employer's place of business;
 - (ii) some place where the employer's business requires the employee to travel; or
 - (iii) any other place the employee and the employer have agreed upon for performance of occupational duties.

Note: An employee working outside the United States on a temporary assignment who meets all other conditions of eligibility will be covered by this plan; except that: (1) if he or she is on an assignment exceeding one year; or (2) if he or she is assigned in a country or region that is under a travel warning issued by the US Department of State; coverage must be approved by us in writing.

Temporary or seasonal employees are not eligible.

GP-1-EC-90-1.0

P329.0102-R

All Options

Proof of Insurability Requirements: Part or all of an employee's insurance amounts may be subject to proof that he or she is insurable. The Schedule of Insurance explains if and when we require proof. An employee won't be covered for any amount that requires such proof until he or she gives the proof to us and we approve that proof in writing.

An employee whose active full-time service ends before he or she meets any proof of insurability requirements that apply to him or her will still have to meet those requirements if he or she is later re-employed by you or an associated company.

GP-1-EC-90-3.0

P264.0066-R

All Options

The Waiting Period: Employees in an eligible class are eligible for disability income replacement insurance under this plan after they complete the service waiting period established by the employer, if any.

GP-1-EC-90-4.0

P329.0003-R

All Options

Multiple Employment: If an employee works for both you and a covered associated company, or for more than one covered associated company, we will treat him as if only one firm employs him. And such an employee will not have multiple coverage under this plan. But, if this plan uses the amount of an employee's earnings to set the rates, determine class, figure benefit amounts, or for any other reason, such employee's earnings will be figured as the sum of his earnings from all covered employers.

GP-1-EC-90-5.0

P180.0328-R

All Options

When Employee Coverage Starts

An employee must be fully capable of performing the major duties of his or her regular occupation for the employer on a full-time basis at 12:01 A.M. Standard Time for his or her place of residence on the date his or her coverage is scheduled to start. Also he or she must have met all of the conditions of eligibility which apply to him or her. If an employee is not fully capable of performing the major duties of his or her regular occupation on his or her scheduled effective date, we will postpone the start of his or her coverage. We will postpone coverage until he or she is so capable and is working his or her regular numbers of hours for one full day, with the expectation that he or she could do so for one full week.

Sometimes, a scheduled effective date is not a regularly scheduled work day. If the scheduled effective date falls: on a holiday; on a vacation day; on a non-scheduled work day; or during an approved leave of absence, not due to sickness or injury, of 90 days or less; and if the employee was performing the major duties of his or her regular occupation and working his or her regular number of hours on his or her last regularly scheduled work day, that employee's coverage will start on the scheduled effective date. However, any coverage or part of coverage for which an employee must elect and pay all or part of the cost, will not start if the employee is on an approved leave and such coverage or part of coverage was not previously in force for the employee under a prior plan which this plan replaced.

Whether an employee must pay all or part of the cost of employee coverage, he or she must elect to enroll and agree to make the required payments. If he or she does this on or before the eligibility date, or within 31 days of his or her eligibility date, coverage is scheduled to start on the eligibility date. However, if he or she elects to enroll and agrees to make the required payments more than 31 days after his or her eligibility date, his or her coverage won't start until he or she sends us proof that he or she is insurable. Once we've approved it, his or her coverage is scheduled to start on the effective date shown in the endorsement section of his or her application.

Any part of an employee's coverage which is subject to proof that he or she is insurable won't start unless he or she sends this proof to us, and we approve it in writing. Once we have approved it, that part of his or her coverage is scheduled to start on the effective date shown in the endorsement section of his or her application.

If an employee was previously covered under this plan and his or her coverage ended due to a temporary lay off or leave of absence, he or she will be eligible for insurance under this plan on the date he or she returns to active full-time work, provided: (a) the employee returns to active full-time service within 3 months of the date his or her coverage ended; (b) the employee was covered under this plan on the day before his or her coverage ended; and (c) the employee enrolls for coverage within 31 days of the date he or she returns to active full-time work.

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

All Options for All Classes

When Employee Coverage Ends

When Employee Coverage Ends: An employee's long term disability insurance under this plan will end on the first of the following dates:

- the date an employee's active full-time service ends for any reason, except as noted below under "Coverage During Temporary Layoff or Leave of Absence".
- the date an employee stops being an eligible employee under this plan.
- the date an employee is no longer working in the United States, unless he or she is 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.
- the date the group plan ends, or is discontinued for a class of employees to which the employee belongs.
- the last day of the period for which required payments are made for the employee.

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

Coverage During Temporary Layoff or Leave of Absence

If an employee's active full-time service ends because he or she is laid off or goes on a leave of absence you have approved, you may continue his or her insurance, subject to continued payment of premium, until the earlier of: (a) the end of the temporary layoff or employer approved leave of absence; and (b) one month following the date the temporary layoff or approved leave of absence begins. If an employee becomes disabled under this plan while his or her coverage is being continued during a temporary layoff or leave of absence, his or her eligibility for benefits will be governed by all the terms of this plan.

Also, an employee may have the right to replace certain group benefits with converted policies. Read the plan's provisions carefully.

Options A and C for Classes 0001 and 0003

When Employee Coverage Ends

When Employee Coverage Ends: An employee's short term disability insurance under this plan will end on the first of the following dates:

- the date an employee's active full-time service ends for any reason, except as noted below under "Continuation of Coverage During Disability" and "Coverage During Temporary Layoff or Leave of Absence".
- the date an employee stops being an eligible employee under this plan.
- the date an employee is no longer working in the United States, unless he or she is 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.
- the date the group plan ends, or is discontinued for a class of employees to which the employee belongs.
- the last day of the period for which required payments are made for the employee.

Continuation of Coverage During Disability

If an employee is disabled, as defined by this plan, when his or her active full-time service ends, coverage remains in force during: (a) the elimination period, subject to premium payment, if the disability is not excluded under the plan; and (b) the period for which benefits are payable under the plan.

Coverage During Temporary Layoff or Leave of Absence

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

GP-1-EC-90-8.0

P329.0250-R

Option B

If This Plan Replaces Another Plan

This plan may be replacing a similar plan you had with some other insurer. If this happens and an employee is not actively at work on this plan's effective date, he or she may still be eligible for coverage under this plan, subject to the terms set forth below and all of the terms of this plan.

He or she is eligible under this section for those coverages which he or she was insured for on a premium paying basis under the old plan if: (a) he or she was covered for such coverages by the old plan on a premium paying basis on the date the old plan ended; (b) the coverages are provided for the employee's class under this plan; and (c) this plan starts right after the old plan ends. If all of these conditions are met, the employee will become insured under this plan for those coverages he or she is eligible for from this plan's effective date, subject to payment of premium. He or she will become so insured without regard to any "actively at work" requirements contained in this plan.

An employee's coverage under this section will end on the first of the following dates:

- the date he or she becomes insured as an active employee under this or any other group plan;
- the last day of the period for which required payments are made for the employee;
- the date this group plan ends, or is discontinued for a class of employees to which the employee belongs;
- with respect to any specific coverage provided by this plan, the date the employee stops being a

covered person under that coverage for reasons other than disability;

- with respect to an employee who is totally disabled, the date he or she is no longer totally disabled; or
- with respect to a terminated or laid-off employee, the last day of the minimum continuation period provided under Minnesota law for such employees.

GP-1-EC-90-9.0-MN

P180.0315-R

All Options

Definitions

GP-1-EC-90-DEF-1

P180.0155-R

All Options

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.

GP-1-EC-90-DEF-3

P180.0311-R

All Classes

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

GP-1-EC-90-DEF-4

P180.0158-R

All Options

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

GP-1-EC-90-DEF-6

P180.0160-R

All Options

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

GP-1-EC-90-DEF-7

P180.0161-R

All Options

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

GP-1-EC-90-DEF-9

P180.0163-R

All Options

You and **Your** means the employer who purchased this plan.

GP-1-EC-90-DEF-10

P180.0164-R

Options A and C

Short Term Disability Income Insurance

This insurance replaces part of a covered person's income if he or she becomes *disabled* due to a covered *sickness* or *injury*. What we pay is governed by all the terms of this *plan*.

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

Benefit Provisions

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

- (a) he or she must: (i) become *disabled* while insured by this *plan*; and (ii) remain *disabled* and insured for this *plan's* *elimination period*.
- (b) he or she must provide proof of loss, as described in this *plan's* Claim Provisions section.

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

A covered person can satisfy the *elimination period* while working, provided he or she is *disabled* as defined by this *plan*.

When Payments End: A covered person's benefits from this *plan* will end on the earliest of the dates shown below:

- (a) The date he or she is no longer *disabled*.
- (b) The date he or she fails to provide proof of loss as required by this *plan*.
- (c) The date he or she has been outside the United States for more than 2 months in a 12 month period.
- (d) The date he or she dies.
- (e) The end of the *maximum payment period*.
- (f) The date no further benefits are payable under any provision in this *plan* that limits the *maximum payment period*.
- (g) The date he or she is no longer receiving *regular and appropriate care* from a *doctor*.
- (h) The date payments end in accord with a *rehabilitation agreement*.

Options A and C

Maximum Payment Period: The *maximum payment period* is the longest time that benefits are paid by this *plan* for a covered person's *disability*.

For *disability* due to *injury*, the *maximum payment period* is 11 weeks.

For *disability* due to *sickness*, the *maximum payment period* is 11 weeks.

GP-1-STD07-2.0

P340.0011-R

Options A and C

Recurring Disability: Benefits from this *plan* end if a covered person ceases to be *disabled*. But, a later *disability* may be treated as a *recurring disability*, if all of the terms listed below are met:

- (a) The covered person must return to *active work* right after his or her benefits end;
- (b) The *disability* must recur less than two weeks after the covered person was last entitled to benefits;
- (c) The later *disability* must be due to the same or related cause of the covered person's earlier *disability*;
- (d) This *plan* must not end during the covered person's return to *active work*;
- (e) The covered person must not become covered under any other similar group income replacement plan during the time he or she returns to *active work*;
- (f) During the time the covered person returns to *active work*, he or she must: (i) stay insured by this *plan*; and (ii) premium payments must be made on his or her behalf; and
- (g) The covered person's benefits must not have ended because he or she has used up the *maximum payment period*.

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

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

Options A and C

Calculation of Weekly Benefit: A covered person's benefit is governed by the terms of the *plan* in effect on the date *disability* occurs. Any changes to this *plan* that take place: (a) while the covered person is *disabled*; or (b) during a period of *active work* that occurs between an initial period of *disability* and a *recurring disability*; will not affect his or her benefit.

We calculate a covered person's *gross weekly benefit* according to the Schedule of Benefits.

From the covered person's *gross weekly benefit*, subtract the amount of any income listed in Other Income Benefits that he or she receives or is entitled to receive. The result is his or her *weekly benefit*.

GP-1-STD07-4.0

P340.0014-R

Options A and C

Redetermination: This *plan* redetermines *insured earnings* for each covered person on July 1st . Each July 1st , the *plan sponsor* must report current *insured earnings* for all covered persons under the *plan*. Changes to a covered person's *insured earnings* are subject to any proof of insurability requirements of this *plan*. As of this *plan*'s redetermination date, we use a covered person's *insured earnings* on record with us to: (a) set rates; (b) project benefit amounts and limits; and (c) calculate premium payable under this *plan*. However, the covered person must be *actively-at-work* on a full-time basis on that date. If he or she is not, we do not do this until the date he or she returns to *active work* on a full-time basis. But, changes in earnings will not apply to a *recurring disability*.

GP-1-STD07-4.1

P340.0040-R

Options A and C

Other Income Benefits: A covered person may receive, or be entitled to receive, income shown in the list below. We will reduce his or her *gross weekly benefit* by such other income benefits to determine his or her *weekly benefit* from this *plan*.

- Commissions or monies: (1) received; (2) payable but deferred; or (3) paid after *disability* benefits start. This includes: (a) vested and nonvested renewal commissions; (b) bonuses; (c) royalties; (d) profit sharing; and (e) other distributions.
- Disability benefits from any mandated benefit act or law. This includes all temporary disability or state disability benefits required by law.
- Disability benefits from all group plans of: (1) the *plan sponsor*; or (2) the *employer*. This includes payments made by a group life insurance plan due to the covered person's *disability*. This does not include payments made from a group life insurance plan's: (a) accelerated death benefit; or (b) like provision that allows payment of such plan's proceeds due to terminal illness.
- Disability benefits from any other group plan; but, if the other group plan was in force prior to this *plan*, and the other group plan also deducts for disability benefits from any other group plan, we will not deduct these other group disability benefits.
 - (a) All disability benefits for which: (i) the covered person is entitled; and (ii) his or her spouse and children are entitled due to the covered person's *disability*;
 - (b) All unreduced retirement benefits for which: (i) the covered person is entitled; and (ii) his or her spouse and children are entitled due to the covered person's entitlement; and
 - (c) All reduced retirement benefits paid to: (i) the covered person; and (ii) his or her spouse and children due to the covered person's receipt of such benefits.

We do not reduce the covered person's *gross weekly benefit* by the retirement benefits described in (b) and (c) above, to the extent that the covered person and his or her dependents were entitled to receive such income prior to the start of *disability*. We will reduce the *gross weekly benefit* by marginal increases in such income the covered person and his or her dependents were entitled to receive after *disability* begins.

We will reduce the covered person's *gross weekly benefit* by benefits referred to in (a), (b) and (c) above, net of attorney fees approved by the Social Security Administration.

We will reduce the covered person's *gross weekly benefit* by benefits referred to in (a), (b) and (c) above to which his or her spouse and children are entitled due to the covered person's receipt of, or entitlement for, disability benefits. We do this without regard to: (a) his or her marital status; (b) where he or she lives; (c) where his or her spouse lives; (d) where his or her child lives; or (e) any custody arrangements made on behalf of his or her child.

- Income of the type that is included in a covered person's *insured earnings* for purposes of determining his or her *gross weekly benefit* under this *plan*.

- That portion of *retirement plan retirement benefits* which the *employer* funds.
- That portion of *retirement plan disability benefits* which the *employer* funds.
- *Retirement benefits* or *retirement plan disability benefits*, due to the covered person's *disability*, from any *government plan* other than those shown above.
- Disability benefits from any: (1) *no-fault motor vehicle* coverage; (2) motor vehicle financial responsibility act; or (3) like law.
- Payment or settlement, with or without admission of liability, from: (1) a Workers' Compensation law; (2) an occupational disease law; or (3) any other act or law of like intent. This includes: (a) the Jones' Act; (b) the Longshoreman's and Harbor Workers' Compensation Act; or (c) any Maritime doctrine of Maintenance, Wages or Cure. If the covered person receives a payment net of attorney fees approved by the Workers' Compensation Board or similar authority, we reduce our benefit by the net payment.
- Unemployment compensation benefits.
- Payment from the covered person's *employer* as part of a termination or severance agreement.

We integrate a covered person's *gross weekly benefit* with income shown above that he or she is entitled to receive without regard to the reason he or she is entitled to receive it.

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

GP-1-STD07-4.2

P340.0022-R

Options A and C

Other Income Not Subject to Deduction: We will not reduce a covered person's *gross weekly benefit* by any income he or she receives or is entitled to receive from the list below.

- Deferred compensation arrangements such as 401(k), 403(b) or 457 plans;
- Profit sharing plans;
- Thrift plans;
- Tax sheltered annuities;
- Stock ownership plans;
- Individual Retirement Accounts (IRA);
- Individual disability income plans;
- Credit disability insurance;
- Non qualified plans of deferred compensation;
- Pension plans for partners;
- Retirement plans of another employer not affiliated with this *plan*;
- Military pension and disability plans;
- Income from a sick leave, salary continuance, or Paid Time Off plan.

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

Cost of Living Freeze: A covered person may receive a cost of living increase in other income with which we integrate. In this case, we do not further reduce his or her *weekly benefit* by the amount of such increase.

Application for Other Income: A covered person must apply for other income benefits to which he or she may be entitled. If these benefits are denied, the covered person must appeal until: (a) all possible appeals have been made; or (b) we notify him or her that no further appeals are required.

If we feel the covered person is entitled to receive such income benefits, we will estimate the amount due to him or her and his or her spouse and children. We will take this estimated amount into account when we determine the covered person's *weekly benefit*. But, we will not take this estimated amount into account if he or she signs our reimbursement agreement. In this agreement the covered person promises: (a) to apply for any benefits for which he or she may be eligible; (b) to appeal any denial of such benefits until all possible appeals have been made; and (c) to repay any amount we overpaid due to an award of such benefits.

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

We will assist the covered person in applying for other income benefits.

GP-1-STD07-4.3

P340.0090-R

Options A and C

Adjustment of Weekly Benefit for Disability Earnings: We adjust the *weekly benefit* for *disability earnings* as follows.

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

Method 1:

We reduce a covered person's *weekly benefit* by 50% of his or her *disability earnings*.

Method 2:

- (a) Subtract the covered person's *disability earnings* from his or her *insured earnings*.
- (b) Divide the result in (a) above by the covered person's *insured earnings*.
- (c) Multiply the result in (b) above by the covered person's *weekly benefit*. This is the amount we pay.

If a covered person's *disability earnings* fluctuate widely from week to week, we may adjust his or her *weekly benefit* using an average *disability earnings* amount. The average *disability earnings* amount will be computed using the covered person's most current week's *disability earnings* and the prior two weeks *disability earnings*.

GP-1-STD07-5.0

P340.0095-R

Options A and C

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

GP-1-STD07-5.1

P340.0076-R

Options A and C

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

- (a) declared or undeclared war, act of war, or armed aggression;
- (b) service in the armed forces, National Guard, or military reserves of any state or country;
- (c) a covered person taking part in a riot or civil disorder;
- (d) a covered person being engaged in an illegal occupation;
- (e) a covered person's commission of, or attempt to commit a felony, for which he or she has been convicted;
- (f) the covered person being involved in an incident where he or she is intoxicated at the time of the incident. This includes, but is not limited to, his or her operation of a motor vehicle. A person is intoxicated when his or her blood alcohol concentration meets or exceeds the level that would be required in order to charge the person with driving while intoxicated under the laws of the jurisdiction in which the incident occurred, regardless of whether or not the covered person is ever charged;
- (g) the covered person's voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless: (a) it was prescribed for him or her by a *doctor*; and (b) it was used as prescribed. In the case of a non-prescription drug, we do not pay for any loss resulting from or contributed to by the covered person's use in a manner inconsistent with package instructions. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time; or
- (h) intentional self-inflicted injuries.

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

- (1) during which the covered person is receiving medical treatment or care outside the United States or Canada unless expressly authorized by us;
- (2) which starts before the covered person is insured by this *plan*; or
- (3) during which the covered person's loss of earnings is not solely due to his or her *disability*.

GP-1-STD07-7.0

P340.0055-R

Options A and C

Services

Rehabilitation and Case Management: We will review the covered person's *disability* to see if certain services are likely to help him or her return to *gainful work*. If needed, we may ask for more medical or vocational information.

When our review is complete, we may offer the covered person a *rehabilitation program*.

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

- (a) vocational assessment of the covered person's work potential;
- (b) coordination and transition planning with an employer for the covered person's return to work;
- (c) consulting with the covered person's *doctor* on his or her return to work and need for accommodations;
- (d) training in job seeking skills and resume preparation;
- (e) retraining; and

- (f) assistance with child care expenses a covered person incurs in order to participate in a *rehabilitation program*. (See the Dependent Care Expenses section of this *plan*.)

We have the right to determine which services are appropriate.

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

We stop paying the enhanced benefit on the earliest of:

- (a) The date the covered person's benefits from this *plan* end;
- (b) The date the covered person violates the terms of the *rehabilitation agreement*;
- (c) The date the covered person ends the *rehabilitation program*; and
- (d) The date the *rehabilitation agreement* ends.

If the covered person ends a *rehabilitation program* without our consent, he or she must repay any enhanced benefits paid.

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

- (a) the covered person incurs expense to provide care for a qualified dependent;
- (b) the care is provided by a licensed provider other than a family member.

A qualified dependent is: (a) dependent upon the covered person for main support and maintenance; and (b) under the age of fourteen and a covered person's: (i) biological child; (ii) lawfully adopted child; (iii) stepchild; or (iv) any other child who is living with him or her in a regular parent-child relationship.

The dependent care expense benefit will be the lesser of: (a) \$100 per week per qualified dependent; not to exceed \$300 per week for all qualified dependents combined; and (b) the actual weekly day care expense incurred by the covered person.

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

Options A and C

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

GP-1-STD07-8.1

P340.0058-R

Options A and C

Claim Provisions

Authority: We have the sole discretionary authority to: (a) interpret the terms of this *plan*; and (b) determine a covered person's eligibility for: (i) coverage; and (ii) benefits under the *plan*. All such determinations are conclusive and binding, except that they may be modified or reversed by a court or regulatory agency with appropriate jurisdiction.

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

For details, the covered person can call Guardian at 1-800-268-2525.

Proof of Loss: When we receive a covered person's notice, we will provide him or her with a claim form for filing proof of loss. This form requires data from the *employer*, the covered person, and the *doctor(s)* treating the covered person for his or her *sickness* or *injury*. Proof of loss must be given to us within the time stated in "Accident and Health Claims Provisions." If the covered person does not receive a claim form within 15 days of the date he or she sent his or her notice, he or she should send us written proof of loss without waiting for the form.

Proof of loss, provided at the covered person's expense, consists of the following. Failure to provide this information may delay, suspend, reduce or terminate the covered person's benefits.

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

The covered person must provide *objective medical evidence* from a *doctor* who is not him or herself, his or her spouse, child, parent, sibling or business associate.

Proof of *insured earnings* and *disability earnings* may consist of: (1) copies of the covered person's W-2 forms; (2) payroll records from the covered person's employer(s); (3) copies of the covered person's U.S. Individual Income Tax Returns; (4) copies of the U.S. income tax returns from any business in which the

covered person holds an ownership or shareholder interest; (5) a statement from a certified public accountant; (6) copies of any income records accepted or required by the I.R.S; or (7) any other records we deem necessary.

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

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

Authorization Required: The covered person must provide us with written, unaltered authorizations to obtain medical, financial, vocational, occupational, and governmental information required to determine our liability under this *plan*. The covered person must provide us with such authorizations as often as we may require, in order that they remain current. Failure to provide such authorizations may delay, suspend or terminate the covered person's benefits.

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

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

Payment of Benefits: We pay benefits to the covered person, if he or she is legally competent. If he or she is not, we pay benefits to the legal representative of his or her estate. Benefits are paid in US dollars.

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

No benefits are payable for this *plan's elimination period*.

Benefits to which the covered person is entitled may remain unpaid at his or her death. Such benefits may be paid at our discretion to: (a) his or her estate; or (b) his or her spouse, parents, children, or brothers and sisters.

Partial Week Payment: A covered person may be *disabled* for only part of a week. In this case, we compute his or her payment as 1/7th of the benefit to which he or she would be entitled for the full week times the number of days he or she is *disabled*.

Overpayment Recovery: If we overpaid a covered person, he or she must repay us in full. We have the right to reduce his or her payment or apply any benefits payable, including the minimum payment, toward recovery of the overpayment.

Options A and C

Definitions

Active Work, Actively-At-Work or Actively Working: A covered person is able to perform and is performing all of the regular duties of his or her work for his or her *employer*, on a full-time basis at: (a) one of his or her *employer's* usual places of business; (b) some place where his or her *employer's* business requires him or her to travel; or (c) any other place he or she and his or her *employer* have agreed on for his or her work.

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P340.0062-R

Options A and C

Disability or Disabled: These terms mean a covered person meets either the Occupation Test or the Earnings Test as explained below.

Occupation Test of Disability

A covered person meets this test if: (a) he or she is not working in any occupation; (b) he or she has a current *sickness* or *injury* which causes physical or mental impairment; and (c) such impairment causes the covered person to be unable to perform the major duties of his or her *own job* on a full-time basis.

A covered person will not meet this test, if he or she is able to perform the major duties of his or her *own job* with *reasonable accommodation*.

Earnings Test of Disability

For any month in which the covered person is working, he or she may meet this test, if: (a) he or she has a current *sickness* or *injury* which causes physical or mental impairment; and (b) such impairment causes the covered person to be unable to earn more than this *plan's* maximum allowable *disability earnings*, in any occupation for which he or she is qualified by education, training or experience.

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

GP-1-STD07-12.9

P340.0088-R

Options A and C

Disability Earnings: The weekly income a covered person earns from working while *disabled*. It includes salaries, wages, commissions, bonuses and any other compensation earned or accrued while working including pension, profit sharing contributions, sick pay, paid time off, holiday and vacation pay. When the covered person has an ownership interest in the business, *disability earnings* also includes business profits, attributable to him or her, whether received or not. It includes any income the covered person earns while *disabled* and returns to his or her *employer*, partnership, or any other similar business arrangement to cover any business or overhead expenses. If the covered person has the ability to work on a *part-time* or full-time basis, following the earlier of the date he or she: (a) has been terminated from employment with the *employer*; (b) has been *disabled* for 3 months in a row; or (c) has been offered a job or workplace modification by the *employer* and he or she does not return to work; *disability earnings* also includes *maximum capacity earnings*.

Doctor: Any medical practitioner we are required by law to recognize. He or she must: (a) be properly licensed or certified by the laws of the state where he or she practices; and (b) provide services that are within the lawful scope of his or her practice.

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

Any days during which the covered person returns to work earning more than 80% of his or her *insured earnings* will not count toward the *elimination period*. If he or she is or becomes eligible under any other similar group income replacement plan while he or she is working during the *elimination period*, he or she will not be entitled to benefits from this *plan*.

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

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

Gainful Occupation or Gainful Work: Work for which a covered person is, or may become, qualified by: (a) training; (b) education; or (c) experience. When a covered person is able to perform such work on a full-time basis, he or she can be expected to earn at least 80% of his or her *insured earnings* within 12 months of returning to work.

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

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

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

Option A

Insured Earnings: Only a covered person's earnings from the *employer* will be included as *insured earnings*.

We calculate benefit amounts and limits based on the amount of the covered person's *insured earnings* on record with us as of the Redetermination date immediately prior to the start of his or her *disability*. See the "Redetermination" section of this *plan*.

For Partners and S Corporation Shareholders:

Insured earnings means the sum of the amounts listed below, divided by 52.

- (a) His or her compensation as an employee or S Corporation shareholder, as reported on his or her Federal Income Tax Return, Form 1040, for the prior calendar year, less the gross total of unadjusted employee business expenses as included on the corresponding Schedule A-Itemized Deductions;
- (b) His or her non-passive income (loss) from trade or business as reported on Schedule E-Part II of his or her Federal Income Tax Return, Form 1040, for the prior calendar year, less any expenses incurred and reported elsewhere on his or her Return; and
- (c) His or her contributions during the prior calendar year, deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account.

The covered person may not have been a partner or S Corporation shareholder for the entire previous calendar year. In this case, the covered person's earnings are based on the weekly average of the sum of the listed amounts, averaged for the full number of weeks that he or she was a partner or an S Corporation shareholder during such calendar year.

For Sole Proprietors:

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

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

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

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

Insured earnings means the covered person's average rate of weekly earnings as figured from the 1099 form received from the *employer* for the prior calendar year, calculated as (a) minus (b), divided by 52 or the number of weeks the covered person worked for the *employer* during such calendar year, if less than 52.

- (a) his or her earned income as reported on the 1099 form.
- (b) business expenses, as reported on Schedule C - Part II of his or her Federal Income Tax Return, Form 1040.

Insured earnings also includes the covered person's contributions deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account.

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

For All Other Covered Persons:

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

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Option C

Insured Earnings: Only a covered person's earnings from the *employer* will be included as *insured earnings*.

We calculate benefit amounts and limits based on the amount of the covered person's *insured earnings* on record with us as of the Redetermination date immediately prior to the start of his or her *disability*. See the "Redetermination" section of this *plan*.

For Partners and S Corporation Shareholders:

Insured earnings means the sum of the amounts listed below, divided by 52.

- (a) His or her compensation as an employee or S Corporation shareholder, as reported on his or her Federal Income Tax Return, Form 1040, for the prior calendar year, less the gross total of unadjusted employee business expenses as included on the corresponding Schedule A-Itemized Deductions;
- (b) His or her non-passive income (loss) from trade or business as reported on Schedule E-Part II of his or her Federal Income Tax Return, Form 1040, for the prior calendar year, less any expenses incurred and reported elsewhere on his or her Return; and
- (c) His or her contributions during the prior calendar year, deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account.

The covered person may not have been a partner or S Corporation shareholder for the entire previous calendar year. In this case, the covered person's earnings are based on the weekly average of the sum of the listed amounts, averaged for the full number of weeks that he or she was a partner or an S Corporation shareholder during such calendar year.

For Sole Proprietors:

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

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

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

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

Insured earnings means the covered person's average rate of weekly earnings as figured from the 1099 form received from the *employer* for the prior calendar year, calculated as (a) minus (b), divided by 52 or the number of weeks the covered person worked for the *employer* during such calendar year, if less than 52.

- (a) his or her earned income as reported on the 1099 form.
- (b) business expenses, as reported on Schedule C - Part II of his or her Federal Income Tax Return, Form 1040.

Insured earnings also includes the covered person's contributions deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account.

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

For All Other Covered Persons:

W-2, Preceding Calendar Year:

Insured earnings means the covered person's rate of weekly earnings as figured from the W-2 form received from the *employer* for the prior calendar year. We include as earnings: (a) taxable earned income, including: (i) bonuses; (ii) commissions; and (iii) overtime pay; (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account; and (c) contributions to a cash or deferred compensation plan, or a salary reduction plan, qualified under IRC Section 401(k), 403(b) or 457, as reported on the covered person's W-2 form. We do not include as earnings: (1) expense accounts and other extra compensation; (2) stock options exercised; or (3) *employer* contributions to a cash or deferred compensation plan or salary reduction plan. If the covered person was not employed by the *employer* for the entire prior calendar year, *insured earnings* are based on the weekly average of the sum of the listed amounts, averaged for the full number of weeks that he or she was employed by the *employer*, during such calendar year.

Options A and C

Maximum Capacity Earnings: The income a covered person could earn if working to the fullest extent he or she is able to in his or her *own job*. We decide the fullest extent of work a covered person is able to do based on objective data provided by any or all of the following sources: (a) his or her treating *doctor*; (b) impartial medical or vocational exams; (c) peer review specialists; (d) functional capacities exams; and (e) other medical and vocational specialists whose area of expertise is appropriate to the covered person's *disability*.

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

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

Objective Medical Evidence: May include but is not limited to: (a) diagnostic testing; (b) laboratory reports; and (c) medical records of a *doctor's* exam documenting: (i) clinical signs; (ii) presence of symptoms; and (iii) test results consistent with generally accepted medical standards supported by nationally recognized authorities in the health care field.

Own Job: A covered person's job for the *employer*. We use the job description provided by the *plan sponsor* to determine the duties and requirements of the covered person's *own job*.

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Options A and C

Part-Time: The ability to work and earn between 40% and 80% of *insured earnings*.

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

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

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

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

Rehabilitation Agreement: A formal agreement between: (a) a covered person; (b) us; and (c) the covered person's *employer*, if needed. It outlines the *rehabilitation program* in which the covered person agrees to take part.

Rehabilitation Program: A program of work or job-related training for a covered person that we approve in writing. Its aim is to restore his or her wage earning abilities.

Retirement Plan: A defined benefit or defined contribution plan funded wholly or in part by the *employer's* deposits for a covered person's benefit. The term does not include: (a) profit sharing plans; (b) thrift plans; (c) non-qualified deferred compensation plans; (d) individual retirement accounts; (e) tax sheltered annuities; (f) 401(k), 403(b), 457 or similar plans; or (g) stock ownership plans.

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

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

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

Weekly Benefit: This *plan's gross weekly benefit* reduced by other income. If a covered person is working while *disabled*, his or her *weekly benefit* will be further reduced based on the amount of his or her *disability earnings*.

Options A and C

ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00456757-HN

issued by

The Guardian Life Insurance Company of America

(herein called the Insurance Company)

to

**Trustees of the Professional and Technical Services Industry Insurance Trust Fund
with respect to**

REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS BOYNTON HEALTH SERVICE FOR RESIDENTS/FELLOWS

(herein called the Policyholder)

Effective April 1, 2010, this *plan's* group short term disability income insurance provisions are amended so that we pay a benefit to a non-disabled covered person who has an infectious and contagious disease. What we pay is subject to the terms below and to all the terms of the *plan*.

Definitions:

Infectious and Contagious Disease means a disease classified by the Centers for Disease Control and Prevention (CDC) as: (a) infectious and contagious; and (b) potentially life threatening to those who come in contact with the infected person.

When and How Infectious and Contagious Disease Benefit Payments Start: To start getting benefits under this rider, the covered person must meet all of the following terms:

- (a) he or she must have an infectious and contagious disease;
- (b) he or she must have been: (i) insured by this *plan*; and (ii) performing the major duties of his or her *own job* as a health care practitioner; prior to being diagnosed with an infectious and contagious disease;
- (c) he or she must not be *disabled* as defined by this *plan*;
- (d) his or her medical condition must be reasonably considered to pose a serious risk to those whom the covered person comes into contact with in the performance of his or her *own job*; and
- (e) he or she must have been administratively relieved of performing one or more of the major duties of his or her *own job* by the *employer* or a state licensing board, with corresponding adjustment to his or her malpractice insurance; or
- (f) he or she must provide written proof of loss of income at least equal to 20% of his or her *insured earnings* following disclosure of his or her medical condition.

What We Pay: We calculate the infectious and contagious disease benefit in the same manner as we calculate a *weekly benefit* under this *plan*.

Continued Eligibility for Infectious and Contagious Disease Benefit Payments: We require periodic proof that the covered person continues to be restricted in the performance of the major duties of his or her *own job* by the *employer* or a state licensing board. We require periodic proof that the covered person continues to suffer a 20% or more loss of income due to disclosure of his or her medical condition.

When the Infectious and Contagious Disease Benefit Payments End: We stop paying the infectious and contagious disease benefit on the earliest of the following dates:

- (a) the date the covered person is *disabled* as defined by this *plan*;
- (b) the date the covered person is reinstated by the *employer* or state licensing board in the performance of the major duties of his or her *own job*, with corresponding adjustment to his or her malpractice insurance; or
- (c) the date his or her current earnings are 80% or more of his or her *insured earnings*.

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

Dated at _____ This _____ Day of _____, _____

Trustees of the Professional and Technical Services Industry Insurance Trust Fund
Full or Corporate Name of Policyholder

Witness BY: _____
Signature and Title

The Guardian Life Insurance Company of America



Vice President, Group Products

GP-1-A-STD07-IDR

P341.0002-R

All Options

Long Term Disability Income Insurance

This insurance replaces part of a covered person's income if he or she becomes *disabled* due to a covered *sickness* or *injury*. What we pay is governed by all the terms of this *plan*.

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

Benefit Provisions

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

- (a) he or she must: (i) become *disabled* while insured by this *plan*; and (ii) remain *disabled* and insured for this *plan's elimination period*.
- (b) he or she must provide proof of loss, as described in this *plan's* Claim Provisions section.

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

A covered person can satisfy the *elimination period* while working, provided he or she is *disabled* as defined by this *plan*.

Waiver of Premium: We waive a covered person's premiums for this insurance and for short term disability insurance, if included in the *plan sponsor's* plan of insurance while he or she is entitled to receive a *monthly benefit* payment from this *plan*.

When Payments End: A covered person's benefits from this *plan* will end on the earliest of the dates shown below:

- (a) The date he or she is no longer *disabled*.
- (b) The date he or she fails to provide proof of loss as required by this *plan*.
- (c) The date he or she has been outside the United States for more than 2 months in a 12 month period.
- (d) The date he or she dies.
- (e) The end of the *maximum payment period*.
- (f) The date no further benefits are payable under any provision in this *plan* that limits the *maximum payment period*.
- (g) The date he or she is no longer receiving *regular and appropriate care* from a *doctor*.
- (h) The date payments end in accord with a *rehabilitation agreement*.

GP-1-LTD08-1.0

P383.0009-R

All Options

Maximum Payment Period: The *maximum payment period* is the longest time that benefits are paid by this *plan* for a covered person's *disability*. It is determined by the table shown below.

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

For a *disability* starting before the employee reaches age 60, the *maximum payment period* will last until the Social Security Normal Retirement Age as shown in the following table:

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

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

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

But if an employee whose *disability* starts after age 60 reaches the end of the maximum payment from this table before he or she reaches the Social Security Normal Retirement Age, we will extend the *maximum Payment* period until He or she reaches Social Security Normal Retirement Age.

GP-1-LTD07-2.0

P383.0065-R

All Options

Recurring Disability: Benefits from this *plan* end if a covered person ceases to be *disabled*. But, a later *disability* may be treated as a *recurring disability*, if all of the terms listed below are met:

- (a) The covered person must return to *active work* right after his or her benefits end;
- (b) The *disability* must recur less than six months after the covered person was last entitled to benefits;
- (c) The later *disability* must be due to the same or related cause of the covered person's earlier *disability*;
- (d) This *plan* must not end during the covered person's return to *active work*;
- (e) The covered person must not become covered under any other similar group income replacement plan during the time he or she returns to *active work*;
- (f) During the time the covered person returns to *active work*, he or she must: (i) stay insured by this *plan*; and (ii) premium payments must be made on his or her behalf; and
- (g) The covered person's benefits must not have ended because he or she has used up the *maximum payment period*.

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

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

GP-1-LTD07-3.0

P383.0054-R

All Options

Calculation of Monthly Benefit: A covered person's benefit is governed by the terms of the *plan* in effect on the date *disability* occurs. Any changes to this *plan* that take place: (a) while the covered person is *disabled*; or (b) during a period of *active work* that occurs between an initial period of *disability* and a *recurring disability*; will not affect his or her benefit.

We calculate a covered person's *gross monthly benefit* according to the Schedule of Benefits.

From the covered person's *gross monthly benefit*, subtract the amount of any income listed in Other Income Benefits that he or she receives or is entitled to receive. The result is his or her *monthly benefit*.

GP-1-LTD07-4.0

P383.0055-R

All Options

Redetermination: This plan redetermines *insured earnings* for each covered person on July 1st . Each July 1st , the *plan sponsor* must report current *insured earnings* for all covered persons under the *plan*. Changes to a covered person's *insured earnings* are subject to any proof of insurability requirements of this *plan*. As of this *plan's* redetermination date, we use a covered person's *insured earnings* on record with us to: (a) set rates; (b) project benefit amounts and limits; and (c) calculate premium payable under this *plan*. However, the covered person must be *actively-at-work* on a full-time basis on that date. If he or she is not, we do not do this until the date he or she returns to *active work* on a full-time basis. But, changes in earnings will not apply to a *recurring disability*.

GP-1-LTD07-4.1

P383.0059-R

All Options

Other Income Benefits: A covered person may receive, or be entitled to receive, income shown in the list below. We will reduce his or her *gross monthly benefit* by such other income benefits to determine his or her *monthly benefit* from this *plan*.

- Commissions or monies: (1) received; (2) payable but deferred; or (3) paid after *disability* benefits start. This includes: (a) vested and nonvested renewal commissions; (b) bonuses; (c) royalties; (d) profit sharing; and (e) other distributions.
 - Disability benefits from any mandated benefit act or law. This includes all temporary disability or state disability benefits required by law.
 - Disability benefits from all group plans of: (1) the *plan sponsor*; or (2) the *employer*. This includes payments made by a group life insurance plan due to the covered person's *disability*. This does not include payments made from a group life insurance plan's: (a) accelerated death benefit; or (b) like provision that allows payment of such plan's proceeds due to terminal illness.
 - Disability benefits from any other group plan; but, if the other group plan was in force prior to this *plan*, and the other group plan also deducts for disability benefits from any other group plan, we will not deduct these other group disability benefits.
 - Income from a sick leave, salary continuance or Paid Time Off plan, but only to the extent that such income plus the amount of the covered person's *gross monthly benefit* is more than 100% of his or her *insured earnings*. This applies whether such plan is sponsored on a formal or informal basis. This includes donated, lump sum and recurrent payments of accrued sick leave benefits. But, if a covered person is working while *disabled*, we will account for such income as described in this *plan's* "Adjustment of Monthly Benefit for Disability Earnings".
- (a) All disability benefits for which: (i) the covered person is entitled; and (ii) his or her spouse and children are entitled due to the covered person's disability;
 - (b) All unreduced retirement benefits for which: (i) the covered person is entitled; and (ii) his or her spouse and children are entitled due to the covered person's entitlement; and
 - (c) All reduced retirement benefits paid to: (i) the covered person; and (ii) his or her spouse and

children due to the covered person's receipt of such benefits.

We do not reduce the covered person's *gross monthly benefit* by the retirement benefits described in (b) and (c) above, to the extent that the covered person and his or her dependents were entitled to receive such income prior to the start of disability. We will reduce the *gross monthly benefit* by marginal increases in such income the covered person and his or her dependents were entitled to receive after *disability* begins.

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

We will reduce the covered person's *gross monthly benefit* by benefits referred to in (a), (b) and (c) above to which his or her spouse and children are entitled due to the covered person's receipt of, or entitlement for, disability benefits. We do this without regard to: (a) his or her marital status; (b) where he or she lives; (c) where his or her spouse lives; (d) where his or her child lives; or (e) any custody arrangements made on behalf of his or her child.

- Income of the type that is included in a covered person's *insured earnings* for purposes of determining his or her *gross monthly benefit* under this *plan*.
- That portion of *retirement plan retirement benefits* which the *employer* funds.
- That portion of *retirement plan disability benefits* which the *employer* funds.
- *Retirement benefits* or *retirement plan disability benefits*, due to the covered person's disability, from any *government plan* other than those shown above.
- Disability benefits from any: (1) *no-fault motor vehicle* coverage; (2) motor vehicle financial responsibility act; or (3) like law.
- Payment or settlement, with or without admission of liability, from: (1) a Workers' Compensation law; (2) an occupational disease law; or (3) any other act or law of like intent. This includes: (a) the Jones' Act; (b) the Longshoreman's and Harbor Workers' Compensation Act; or (c) any Maritime doctrine of Maintenance, Wages or Cure. If the covered person receives a payment net of attorney fees approved by the Workers' Compensation Board or similar authority, we reduce our benefit by the net payment.
- Unemployment compensation benefits.
- Payment from the covered person's *employer* as part of a termination or severance agreement.

We integrate a covered person's *gross monthly benefit* with income shown above that he or she is entitled to receive without regard to the reason he or she is entitled to receive it.

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

GP-1-LTD07-4.2

P383.0231-R

All Options

Other Income Not Subject to Deduction: We will not reduce a covered person's *gross monthly benefit* by any income he or she receives or is entitled to receive from the list below.

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

- Credit disability insurance;
- Non qualified plans of deferred compensation;
- Pension plans for partners;
- Retirement plans of another employer not affiliated with this *plan*;
- Military pension and disability plans;

Lump Sum Payments of Other Income: Income with which we integrate may be paid in a lump sum. In this case, we take the equivalent monthly rate stated in the award into account when we determine a covered person's *monthly benefit*. If no monthly rate is given, we pro-rate the lump sum over the lesser of: (a) 60 months; or (b) the expected remaining number of months for which the covered person would be entitled to benefits from this *plan*, based on the proof of loss submitted to us.

Cost of Living Freeze: A covered person may receive a cost of living increase in other income with which we integrate. In this case, we do not further reduce his or her *monthly benefit* by the amount of such increase.

Application for Other Income: A covered person must apply for other income benefits to which he or she may be entitled. If these benefits are denied, the covered person must appeal until: (a) all possible appeals have been made; or (b) we notify him or her that no further appeals are required.

If we feel the covered person is entitled to receive such income benefits, we will estimate the amount due to him or her and his or her spouse and children. We will take this estimated amount into account when we determine the covered person's *monthly benefit*. But, we will not take this estimated amount into account if he or she signs our reimbursement agreement. In this agreement the covered person promises: (a) to apply for any benefits for which he or she may be eligible; (b) to appeal any denial of such benefits until all possible appeals have been made; and (c) to repay any amount we overpaid due to an award of such benefits.

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

We will assist the covered person in applying for other income benefits.

GP-1-LTD07-4.3

P383.0235-R

All Options

Adjustment of Monthly Benefit for Disability Earnings: We adjust the *monthly benefit* for *disability earnings* as follows.

For each of the first 12 months of payments, following the date the covered person first has *disability earnings*, add his or her *gross monthly benefit* and his or her *disability earnings*.

- If the sum is not more than 100% of the covered person's indexed *insured earnings*, we do not reduce his or her *monthly benefit*.
- If the sum is more than 100% of the covered person's indexed *insured earnings*, we reduce his or her *monthly benefit* by the amount over 100% of his or her indexed *insured earnings*.

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

Method 1:

- If the covered person's *disability earnings* are less than 20% of his or her indexed *insured earnings*, we do not reduce his or her *monthly benefit*.
- If the covered person's *disability earnings* are 20% or more of his or her indexed *insured earnings*, we

reduce his or her *monthly benefit* by 50% of his or her *disability earnings*.

Method 2:

- (a) Subtract the covered person's *disability earnings* from his or her indexed *insured earnings*.
- (b) Divide the result in (a) above by the covered person's indexed *insured earnings*.
- (c) Multiply the result in (b) above by the covered person's *monthly benefit*. This is the amount we pay.

If a covered person's *disability earnings* fluctuate widely from month to month, we may adjust his or her *monthly benefit* using an average *disability earnings* amount. The average *disability earnings* amount will be computed using the covered person's most current month's *disability earnings* and the prior two months *disability earnings*.

Maximum Allowable Disability Earnings: This *plan* limits the amount of income a covered person may earn, or may be able to earn, and still be considered *disabled*.

If the covered person's *disability earnings* are more than 80% of his or her indexed *insured earnings*, payments from this *plan* will end. Payments from this *plan* will also end if he or she is able to earn more than 80% of his or her indexed *insured earnings*.

GP-1-LTD07-5.0

P383.0294-R

All Options

Indexing: We apply an indexing factor to a covered person's *insured earnings* on the date he or she has received 12 consecutive monthly payments and each anniversary thereafter. This factor increases the amount of income the covered person may earn and still be considered *disabled*. This adjustment does not increase his or her *gross monthly benefit*, *monthly benefit*, or any other benefit under this *plan*.

To make the first adjustment, we multiply the covered person's *insured earnings* by the indexing factor for that year. To make adjustments in each later year, we multiply the amount of his or her last indexed *insured earnings* by the indexing factor for the current year.

The indexing factor is the lesser of: (a) 10%; or (b) one-half of the *CPI-W* from the prior December.

Minimum Payment: The minimum monthly payment for *disability* under this *plan* is 10% of the covered person's *gross monthly benefit* to a maximum of \$100.00.

GP-1-LTD07-5.1

P383.0163-R

All Options

Limitations and Exclusions

Disabilities with a Limited Maximum Payment Period: We limit the *maximum payment period*, if the covered person is *disabled* due to: (a) a *mental illness*; or (b) drug or alcohol abuse. However, this limitation will not apply to any disability which is due to a covered person being under the influence of a narcotic administered on the advise of a doctor. Also, if the covered person has a coexistent condition, not subject to the limitations in this section, which is *disabling* in and of itself, we will not limit benefits as described below.

The *maximum payment period* for all periods of *disability* due to: (a) a *mental illness*; or (b) drug or alcohol abuse is 24 months. This is a combined maximum for all such conditions and all periods of *disability*.

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

If payments under this *plan* would end due to the limits in this section, we may extend such payments, as shown below. But, the covered person must meet all of the following conditions: (a) he or she must be *disabled* due to a condition named above; (b) he or she must be an inpatient in a qualified institution because

of his or her *disability*; and (c) he or she must have been treated as an inpatient for at least 14 days in a row. In such case, we extend payments until the earliest of: (i) 90 days from the date of his or her discharge; (ii) the end of this *plan's maximum payment period*; or (iii) the date his or her *disability* ends.

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

GP-1-LTD07-6.0

P383.0311-R

All Options

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

- (a) receives advice or treatment from a *doctor*;
- (b) undergoes diagnostic procedures other than routine screening in the absence of symptoms or suspicion of disease process by a *doctor*;
- (c) is prescribed or takes prescription drugs; or
- (d) receives other medical care or treatment, including consultation with a *doctor*.

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

No benefits are payable for *disability*: (a) caused by; (b) contributed to by; or (c) resulting from; a pre-existing condition; unless the *disability* starts after the covered person completes at least one full day of *active work* after the date he or she is insured under this *plan* for 12 months in a row.

A covered person's *disability*: (a) caused by; (b) contributed to by; or (c) resulting from; a pre-existing condition may begin after: (a) a change which provides for an increase in the benefits payable by this *plan*; or (b) a change in his or her benefit election which increases the benefit payable by this *plan*. In this case, the covered person's benefit will be limited to the amount that would have been payable had the change not taken place. But, this limit does not apply if the covered person's *disability* starts after he or she completes at least one full day of *active work* after the change has been in force for 12 months in a row.

We do not cover any *disability* that starts before the covered person's insurance under this *plan*.

GP-1-LTD07-6.1

P383.0241-R

All Options

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

The pre-existing condition provision will be waived for any covered person who: (a) is *actively working* on the effective date of this *plan*; and (b) fulfilled the requirements of any pre-existing condition provision of the old plan.

If the covered person: (a) was covered under the old plan when it ended; (b) enrolls for insurance under this *plan* on or before this *plan's* effective date; and (c) is *actively working* on the effective date of this *plan*; but (d) has not fulfilled the requirements of any pre-existing condition provision of the old plan; we credit any time used to meet the old plan's pre-existing condition provision toward meeting this *plan's* pre-existing condition provision.

But, we limit a covered person's *maximum monthly benefit* under this *plan* if: (a) it is more than the maximum monthly benefit for which he or she was insured under the old plan; (b) he or she becomes *disabled* due to a pre-existing condition; and (c) this *plan* pays benefits for such *disability* because we credit time as explained above. In this case, we limit the *maximum monthly benefit* to the amount the covered person would have been entitled to under the old plan.

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

GP-1-LTD07-6.2

P383.0243-R

All Options

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

- (a) declared or undeclared war, act of war, or armed aggression;
- (b) service in the armed forces, National Guard, or military reserves of any state or country;
- (c) a covered person taking part in a riot or civil disorder;
- (d) a covered person being engaged in an illegal occupation;
- (e) a covered person's commission of, or attempt to commit a felony, for which he or she has been convicted;
- (f) the covered person being involved in an incident where he or she is intoxicated at the time of the incident. This includes, but is not limited to, his or her operation of a motor vehicle. A person is intoxicated when his or her blood alcohol concentration meets or exceeds the level that would be required in order to charge the person with driving while intoxicated under the laws of the jurisdiction in which the incident occurred, regardless of whether or not the covered person is ever charged;
- (g) the covered person's voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless: (a) it was prescribed for him or her by a *doctor*; and (b) it was used as prescribed. In the case of a non-prescription drug, we do not pay for any loss resulting from or contributed to by the covered person's use in a manner inconsistent with package instructions. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time; or
- (h) intentional self-inflicted injuries.

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

- (1) during which the covered person is receiving medical treatment or care outside the United States or Canada unless expressly authorized by us;
- (2) which starts before the covered person is insured by this *plan*; or
- (3) during which the covered person's loss of earnings is not solely due to his or her *disability*.

GP-1-LTD07-7.0

P383.0245-R

All Options

Services

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

Services we can provide include:

- (a) Help in completing the covered person's application for such benefits, and any related forms;
- (b) Assistance finding suitable legal counsel; and
- (c) Copies of medical and vocational data needed to file the covered person's claim.

We may also provide these and other services if a covered person's benefits are under review for possible termination by the Social Security Administration.

The covered person must apply for all income benefits for which he or she may be eligible, whether or not he or she uses our help. Using our help does not cancel the covered person's duties shown in the "Application for Other Income" section of this *plan*.

Rehabilitation and Case Management: We will review the covered person's *disability* to see if certain services are likely to help him or her return to *gainful work*. If needed, we may ask for more medical or vocational information.

When our review is complete, we may offer the covered person a *rehabilitation program*.

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

- (a) vocational assessment of the covered person's work potential;
- (b) coordination and transition planning with an employer for the covered person's return to work;
- (c) consulting with the covered person's *doctor* on his or her return to work and need for accommodations;
- (d) training in job seeking skills and resume preparation;
- (e) retraining; and
- (f) assistance with child care expenses a covered person incurs in order to participate in a *rehabilitation program*. (See the "Dependent Care Expenses" section of this *plan*.)

We have the right to determine which services are appropriate.

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

We stop paying the enhanced benefit on the earliest of:

- (a) The date the covered person's benefits from this *plan* end;
- (b) The date the covered person violates the terms of the *rehabilitation agreement*;
- (c) The date the covered person ends the *rehabilitation program*; and
- (d) The date the *rehabilitation agreement* ends.

If the covered person ends a *rehabilitation program* without our consent, he or she must repay any enhanced benefits paid.

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

- (a) the covered person incurs expense to provide care for a qualified dependent;
- (b) the care is provided by a licensed provider other than a family member.

A qualified dependent is: (a) dependent upon the covered person for main support and maintenance; and (b) under the age of fourteen and a covered person's: (i) biological child; (ii) lawfully adopted child; (iii) stepchild; or (iv) any other child who is living with him or her in a regular parent-child relationship.

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

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

All Options

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

GP-1-LTD07-8.1

P383.0252-R

All Options

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

The key to success of an early intervention program is prompt notification of work absences which have the potential to exceed this *plan's elimination period*. With prompt notification, we are able to more effectively manage the potential claim.

When a covered person is *disabled* from one of the conditions listed below, a long term disability claim form should be completed as soon as possible following the date of *disability*. To facilitate an immediate intervention, the form should be submitted to us within one week of the date the covered person's *disability* begins.

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

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

GP-1-LTD07-8.2

P383.0254-R

All Options

The Survivor Benefit: We may pay a survivor benefit if a covered person dies after he or she: (a) had been *disabled* for at least six months in a row; and (b) was entitled to receive at least one full *monthly benefit*. When we receive proof of the covered person's death, we pay his or her eligible survivor a lump sum benefit.

We pay a benefit equal to 3 times the amount of the covered person's last *monthly benefit* after it is reduced by *disability earnings*. But, we first apply such benefit to reduce any overpayment he or she may owe us.

If the covered person has no eligible survivor, no survivor benefit is paid.

The covered person's eligible survivor is his or her spouse, if living.

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

Accelerated Survivor Benefit: If a covered person has a terminal illness, we may accelerate payment of this *plan's* survivor benefit.

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

To receive an accelerated survivor benefit, the covered person must: (a) be entitled to receive a *monthly benefit* from this *plan*; (b) request this benefit in writing; and (c) provide written proof of terminal illness from a *doctor*. However, we will not pay an accelerated survivor benefit if there are less than 6 months remaining in the *maximum benefit period*.

If the covered person elects to receive an accelerated survivor benefit, no survivor benefit is payable upon his or her death.

GP-1-LTD07-9.1

P383.0271-R

All Options

Converting This Group Long Term Disability Income Insurance

When Group Coverage Ends: When a person's coverage under this group long term disability income insurance plan ends, he or she may apply to convert his or her group coverage to an individual disability income policy, subject to all the terms below.

The person whose coverage under this plan ends may apply to convert his or her coverage if he or she: (a) is not disabled as defined by this plan; (b) has successfully completed the residency program in which he or she was enrolled; and (c) has been covered under this plan for at least 12 months in a row as an active full-time resident. To meet this 12 months requirement, we will include any time the person was covered under a similar group disability income replacement plan which this plan replaced. We do not include any time the person was disabled, as defined by this plan. By "residency program", we mean a program of internship or residency in a medical specialty, accredited by the American Council for Graduate Medical Education.

But, the person will not be eligible to apply for conversion if his or her coverage under this plan ends because: (a) he or she: (i) fails to make a required contribution; (ii) changes to a class not eligible under this plan; (iii) retires; (iv) fails to complete a program of residency; or (iv) does not become insured again under this group plan after his or her disability ends. The person will also not be eligible to apply for conversion if his or her coverage ends because: (a) this plan ends; or (b) this plan is amended to end coverage for all persons in a class.

How and When to Convert: The person whose coverage under this plan ends must apply to us in writing and pay any required premium for the converted coverage. He or she must do this within 31 days of the date his or her coverage under this plan ends.

The person applying for conversion does not have to provide proof of good health. But, issuance of the converted coverage may be subject to other underwriting criteria. The person, whose coverage under this plan ends, must give us details about all other disability income insurance: (a) that he or she has; (b) for which he or she has applied; and (c) for which he or she may become eligible under another plan within 31 days after his or her coverage under this plan ends.

Guardian will not issue the converted coverage if such coverage would result in the person being overinsured by our standards. The person is eligible for only one conversion to an individual disability income policy during his or her lifetime.

Coverage Under the Conversion Policy: The person's converted coverage, if issued, will be effective on the date his or her coverage under this plan ends. The benefits, terms and conditions of the converted coverage will be those in use in the state where he or she then lives. These may be different from the benefits, terms and conditions of this plan.

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

GP-1-LTD07-10.0

P383.0278-R

All Options

Claim Provisions

Authority: We have the sole discretionary authority to: (a) interpret the terms of this *plan*; and (b) determine a covered person's eligibility for: (i) coverage; and (ii) benefits under the *plan*. All such determinations are conclusive and binding, except that they may be modified or reversed by a court or regulatory agency with appropriate jurisdiction.

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

For details, the covered person can call Guardian at 1-800-538-4583.

Proof of Loss: When we receive a covered person's notice, we will provide him or her with a claim form for filing proof of loss. This form requires data from the *employer*, the covered person, and the *doctor(s)* treating the covered person for his or her *sickness* or *injury*. Proof of loss must be given to us within the time stated in "Accident and Health Claims Provisions." If the covered person does not receive a claim form within 15 days of the date he or she sent his or her notice, he or she should send us written proof of loss without waiting for the form.

Proof of loss, provided at the covered person's expense, consists of the following. Failure to provide this information may delay, suspend, reduce or terminate the covered person's benefits.

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

(m) Proof of receipt of other income that may affect the covered person's payment from this *plan*.

The covered person must provide *objective medical evidence* from a *doctor* who is not him or herself, his or her spouse, child, parent, sibling or business associate.

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

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

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

Authorization Required: The covered person must provide us with written, unaltered authorizations to obtain medical, financial, vocational, occupational, and governmental information required to determine our liability under this *plan*. The covered person must provide us with such authorizations as often as we may require, in order that they remain current. Failure to provide such authorizations may delay, suspend or terminate the covered person's benefits.

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

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

Payment of Benefits: We pay benefits to the covered person, if he or she is legally competent. If he or she is not, we pay benefits to the legal representative of his or her estate. Benefits are paid in US dollars.

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

No benefits are payable for this *plan's elimination period*.

Benefits to which the covered person is entitled may remain unpaid at his or her death. Such benefits may be paid at our discretion to: (a) his or her estate; or (b) his or her spouse, parents, children, or brothers and sisters.

Partial Month Payment: A covered person may be *disabled* for only part of a month. In this case, we compute his or her payment as 1/30th of the benefit to which he or she would be entitled for the full month times the number of days he or she is *disabled*. Payment will not be made for more than 30 days in any month.

Overpayment Recovery: If we overpaid a covered person, he or she must repay us in full. We have the right to reduce his or her payment or apply any benefits payable, including the minimum payment, toward recovery of the overpayment.

All Options

Disability or Disabled: These terms mean a covered person meets either the Occupation Test or the Earnings Test as explained below.

Occupation Test of Disability

A covered person meets this test if: (a) he or she is not working in any occupation; (b) he or she has a current *sickness* or *injury* which causes physical or mental impairment; and (c) such impairment causes the covered person to be unable to perform the major duties of his or her *own occupation* on a full-time basis.

A covered person will not meet this test, if he or she is able to perform the major duties of his or her *own occupation* with *reasonable accommodation*.

Earnings Test of Disability

For any month in which the covered person is working, he or she may meet this test, if: (a) he or she has a current *sickness* or *injury* which causes physical or mental impairment; and (b) such impairment causes the covered person to be unable to earn more than this *plan's* maximum allowable *disability earnings*, in any occupation for which he or she is qualified by education, training or experience.

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

GP-1-LTD07-12.9

P383.0118-R

All Options

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

Doctor: Any medical practitioner we are required by law to recognize. He or she must: (a) be properly licensed or certified by the laws of the state where he or she practices; and (b) provide services that are within the lawful scope of his or her practice.

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

Any days during which the covered person returns to work earning more than 80% of his or her *insured earnings* will not count toward the *elimination period*. If he or she is or becomes eligible under any other similar group income replacement plan while he or she is working during the *elimination period*, he or she will not be entitled to benefits from this *plan*.

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

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

Gainful Occupation or Gainful Work: Work for which a covered person is, or may become, qualified by: (a) training; (b) education; or (c) experience. When a covered person is able to perform such work on a full-time basis, he or she can be expected to earn at least 80% of his or her indexed *insured earnings* within 12 months of returning to work.

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

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

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

GP-1-LTD07-12.12

P383.0202-R

All Options

Insured Earnings: Only a covered person's earnings from the *employer* will be included as *insured earnings*.

We calculate benefit amounts and limits based on the amount of the covered person's *insured earnings* on record with us as of the Redetermination date immediately prior to the start of his or her *disability*. See the "Redetermination" section of this *plan*.

For Partners and S Corporation Shareholders:

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

- (a) His or her compensation as an employee or S Corporation shareholder, as reported on his or her Federal Income Tax Return, Form 1040, for the prior calendar year, less the gross total of unadjusted employee business expenses as included on the corresponding Schedule A-Itemized Deductions;
- (b) His or her non-passive income (loss) from trade or business as reported on Schedule E-Part II of his or her Federal Income Tax Return, Form 1040, for the prior calendar year, less any expenses incurred and reported elsewhere on his or her Return; and
- (c) His or her contributions during the prior calendar year, deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account.

The covered person may not have been a partner or S Corporation shareholder for the entire previous calendar year. In this case, the covered person's earnings are based on the monthly average of the sum of the listed amounts, averaged for the full number of months that he or she was a partner or an S Corporation shareholder during such calendar year.

For Sole Proprietors:

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

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

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

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

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

- (a) his or her earned income as reported on the 1099 form.
- (b) business expenses, as reported on Schedule C - Part II of his or her Federal Income Tax Return, Form 1040.

Insured earnings also includes the covered person's contributions deposited into a: (a) cash or deferred compensation plan, or salary reduction plan, qualified under IRC Section: 401(k); 403(b); 457; or similar plan; and (b) elective employee pre-tax deferrals to a Section 125 plan or flexible spending account.

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

For All Other Covered Persons:

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

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All Options

Maximum Capacity Earnings: The income a covered person could earn if working to the fullest extent he or she is able to in his or her *own occupation*. We decide the fullest extent of work a covered person is able to do based on objective data provided by any or all of the following sources: (a) his or her treating *doctor*; (b) impartial medical or vocational exams; (c) peer review specialists; (d) functional capacities exams; and (e) other medical and vocational specialists whose area of expertise is appropriate to the covered person's *disability*.

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

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

Monthly Benefit: This *plan's gross monthly benefit* reduced by other income. If a covered person is working while *disabled*, his or her *monthly benefit* will be further reduced based on the amount of his or her *disability earnings*.

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

Objective Medical Evidence: May include but is not limited to: (a) diagnostic testing; (b) laboratory reports; and (c) medical records of a *doctor's* exam documenting: (i) clinical signs; (ii) presence of symptoms; and (iii) test results consistent with generally accepted medical standards supported by nationally recognized authorities in the health care field.

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

GP-1-LTD07-12.14

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All Options

Part-Time: The ability to work and earn between 40% and 80% of *insured earnings*.

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

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

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

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

Rehabilitation Agreement: A formal agreement between: (a) a covered person; (b) us; and (c) the covered person's *employer*, if needed. It outlines the *rehabilitation program* in which the covered person agrees to take part.

Rehabilitation Program: A program of work or job-related training for a covered person that we approve in writing. Its aim is to restore his or her wage earning abilities.

Retirement Plan: A defined benefit or defined contribution plan funded wholly or in part by the *employer's* deposits for a covered person's benefit. The term does not include: (a) profit sharing plans; (b) thrift plans; (c) non-qualified deferred compensation plans; (d) individual retirement accounts; (e) tax sheltered annuities; (f) 401(k), 403(b), 457 or similar plans; or (g) stock ownership plans. *Retirement Plan* "**retirement benefits**" are

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

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

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

GP-1-LTD07-12.15

P383.0207-R

All Options

ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. G -00456757-HN

issued by

The Guardian Life Insurance Company of America

(herein called the Insurance Company)

to

**Trustees of the Professional and Technical Services Industry Insurance Trust Fund
with respect to**

REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS BOYNTON HEALTH SERVICE FOR RESIDENTS/FELLOWS

(herein called the Policyholder)

Effective April 1, 2010, this *plan's* group long term disability income insurance provisions are amended so that we pay a benefit to a non-disabled covered person who has an infectious and contagious disease. What we pay is subject to the terms below and to all the terms of the *plan*.

Definitions:

Infectious and Contagious Disease means a disease classified by the Centers for Disease Control and Prevention (CDC) as: (a) infectious and contagious; and (b) potentially life threatening to those who come in contact with the infected person.

When and How Infectious and Contagious Disease Benefit Payments Start: To start getting benefits under this rider, the covered person must meet all of the following terms:

- (a) he or she must have an infectious and contagious disease;
- (b) he or she must have been: (i) insured by this *plan*; and (ii) performing the major duties of his or her *own occupation* as a health care practitioner; prior to being diagnosed with an infectious and contagious disease;
- (c) he or she must not be *disabled* as defined by this *plan*;
- (d) his or her medical condition must be reasonably considered to pose a serious risk to those whom the covered person comes into contact with in the performance of his or her *own occupation*; and
- (e) he or she must have been administratively relieved of performing one or more of the major duties of his or her *own occupation* by the *employer* or a state licensing board, with corresponding adjustment to his or her malpractice insurance; or
- (f) he or she must provide written proof of loss of income at least equal to 20% of his or her *insured earnings* following disclosure of his or her medical condition.

What We Pay: We calculate the infectious and contagious disease benefit in the same manner as we calculate a *monthly benefit* under this *plan*.

Continued Eligibility for Infectious and Contagious Disease Benefit Payments: We require periodic proof that the covered person continues to be restricted in the performance of the major duties of his or her *own occupation* by the *employer* or a state licensing board. We require periodic proof that the covered person continues to suffer a 20% or more loss of income due to disclosure of his or her medical condition.

When the Infectious and Contagious Disease Benefit Payments End: We stop paying the infectious and contagious disease benefit on the earliest of the following dates:

- (a) the date the covered person is *disabled* as defined by this *plan*;

- (b) the date the covered person is reinstated by the *employer* or state licensing board in the performance of the major duties of his or her *own occupation*, with corresponding adjustment to his or her malpractice insurance; or
- (c) the date his or her current earnings are 80% or more of his or her *insured earnings*.

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

Dated at _____ This _____ Day of _____, _____

Trustees of the Professional and Technical Services Industry Insurance Trust Fund
Full or Corporate Name of Policyholder

Witness BY: _____
Signature and Title

The Guardian Life Insurance Company of America



Vice President, Group Products

GP-1-A-LTD07-IDR

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All Options

WORKER'S COMPENSATION

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

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

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

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

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

GP-1-R-WCOMP-85

P595.0004-R

All Options

ATTACHED TO AND MADE A PART OF GROUP INSURANCE POLICY NO. G-00456757-HN

issued by

The Guardian Life Insurance Company of America

(herein called the Insurance Company)

to

**Trustees of the Professional and Technical Services Industry Insurance Trust Fund
with respect to**

REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS BOYNTON HEALTH SERVICE FOR RESIDENTS/FELLOWS

(herein called the Policyholder)

As of April 1, 2010, this plan is amended, as explained below, with respect to this plan's provisions.

This section will apply to covered persons who:

- receive benefits under this plan as a result of a sickness or injury; and
- have received full recovery for a lawful claim against a third party for compensation, damages, or other payment because of such sickness or injury.

In those cases where this section applies, the rights of the covered person to claim or receive compensation, damages, or other payment from the third party will be transferred to The Guardian, but only to the extent of benefits paid by this plan because of such injury or sickness.

Our subrogation right may be reduced by the pro rata share of the covered person's costs, disbursements, and reasonable attorney fees, and other expenses incurred in obtaining the recovery. But, if we are separately represented, we may agree on allocation of the costs, disbursements, and reasonable attorney fees, and other expenses with the covered person. If an agreement cannot be reached, the matter will be submitted to binding arbitration.

A covered person who makes a claim against a third party for damages that include payment for expenses for which benefits have been paid by this plan must provide timely notice to us, in writing, of the pending or potential claim.

As used in this section:

"Covered person" means an employee or dependent, including the legal representative of a minor or incompetent, insured by this plan.

"Subrogation" means our right to recover any benefit payments made under this plan:

- because of an injury or sickness to a covered person caused by a third party's wrongful act or negligence; and
- which the covered person later recovers from the third party or the third party's insurer.

"Third party" means any person or organization other than the Guardian, the employer or the covered person.

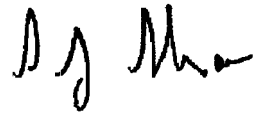
This rider is a part of this plan. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this plan.

Dated at _____ This _____ Day of _____, _____

Trustees of the Professional and Technical Services Industry Insurance Trust Fund
Full or Corporate Name of Policyholder

_____ BY: _____
Witness Signature and Title

The Guardian Life Insurance Company of America



Vice President, Group Products

All Options

STATEMENT OF ERISA RIGHTS

As a participant, an employee is entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About The Plan and Benefits

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

Prudent Actions By Plan Fiduciaries

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

Enforcement Of An Employee's Rights

If an employee's claim for a welfare benefit is denied or ignored, in whole or in part, he or she has a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

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

Assistance with Questions

If an employee has questions about the plan, he or she should contact the plan administrator. If an employee has questions about this statement or about his or her rights under ERISA, or if the employee needs assistance in obtaining documents from the plan administrator, he or she should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor listed in the telephone directory or the Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington D.C. 20210. An employee may also obtain certain publications about his or her rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

P800.0065-R

DISABILITY BENEFITS CLAIMS PROCEDURE

If an employee seeks benefits under the plan he or she should complete, execute and submit a claim form. Claim forms and instructions for filing claims may be obtained from the Plan Administrator.

Guardian is the Claims Fiduciary with discretionary authority to determine eligibility for benefits and to construe the terms of the *plan* with respect to claims. Guardian has the right to secure independent professional healthcare advice and to require such other evidence as needed to decide an employee's claim.

In addition to the basic claim procedure explained in the employee's certificate, Guardian will also observe the procedures listed below. These procedures are the minimum requirements for benefit claims procedures of employee benefit plans covered by Title 1 of the Employee Retirement Income Security Act of 1974("ERISA")

Definitions

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

Timing For Initial Benefit Determination

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

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

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

If a claimant fails to provide all information needed to make a benefit determination, Guardian will notify the claimant of the specific information that is needed as soon as possible but no later than 45 days after receipt of the claim.

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

Adverse Benefit Determination

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

- the specific reason(s) for the adverse determination;
- references to the specific *plan* provision on which the determination is based;
- a description of any additional material or information necessary to make the claim valid and an explanation of why such material or information is needed;
- a description of the plan's claim review procedures which a claimant may follow to have a claim for benefits reviewed and the time limits applicable to such procedures, including a statement indicating that the claimant has the right to bring a civil action under ERISA Section 502(a) following an adverse benefit;
- identification and description of any specific internal rule, guideline or protocol that was relied upon in making an adverse benefit determination, or a statement that a copy of such information will be provided to the claimant free of charge upon request; and

- in the case of an adverse benefit determination based on medical necessity or experimental treatment, notice will either include an explanation of the scientific or clinical basis for the determination, or a statement that such explanation will be provided free of charge upon request.

Appeal of Adverse Benefit Determinations

If a claim is wholly or partially denied, the claimant will have up to 180 days to make an appeal.

Guardian will conduct a full and fair review of an appeal which includes providing to claimants the following:

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

In reviewing an appeal, Guardian will

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

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

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

Alternative Dispute Options

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

P800.0055-R

END OF POLICY DOCUMENT

