GUARDIAN

YOUR GROUP INSURANCE PLAN BENEFITS

UTICA COLLEGE
CLASS 0002
LTD
The enclosed certificate is intended to explain the benefits provided by the Plan. It does not constitute the Policy Contract. Your rights and benefits are determined in accordance with the provisions of the Policy, and your insurance is effective only if you are eligible for insurance and remain insured in accordance with its terms.
This Booklet Includes All Benefits For Which You Are Eligible.

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

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

"Please Read This Document Carefully".
CERTIFICATE OF COVERAGE

The Guardian
7 Hanover Square
New York, New York 10004

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

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<th>Group Policy No.</th>
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Issued To

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

The Guardian Life Insurance Company of America

Stuart Shaw
Vice President, Risk Mgt. & Chief Actuary
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GENERAL PROVISIONS

As used in this booklet:

"Covered person" means an employee insured by this plan.

"Employer" means the employer who purchased this plan.

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

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

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

Limitation of Authority

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

Incontestability

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

No statement in any application made by a person insured under this plan shall be used in contesting the validity of his or her 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 or her lifetime. The application must be signed by the covered person and a copy furnished to him or her or his or her beneficiary.

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

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

Accident and Health Claims Provisions

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

\textbf{Notice} \hspace{1cm} You must send us written notice of an \textit{injury} or \textit{sickness} for which a claim is being made within 20 days of the date the \textit{injury} occurs or the \textit{sickness} starts. This notice should include your name and \textit{plan} number.

\textbf{Proof of Loss} \hspace{1cm} We'll furnish you with forms for filing proof of loss within 15 days of receipt of notice. But if we don't furnish the forms on time, we'll accept a written description and adequate documentation of the \textit{injury} or \textit{sickness} that is the basis of the claim as proof of loss. You must detail the nature and extent of the loss for which the claim is being made.

If this plan provides weekly loss-of-time insurance, you must send us written proof of loss within 90 days of the end of each period for which we’re liable. If this plan provides long term disability income insurance, you must send us written proof of loss within 90 days of the date we request it. For any other loss, you must send us written proof within 120 days of the loss.

\textbf{Late Notice of Proof} \hspace{1cm} We won’t void or reduce your claim if you can’t send us notice and proof of loss within the required time. But you must send us notice and proof as soon as reasonably possible.

\textbf{Payment of Benefits} \hspace{1cm} We’ll pay benefits for loss of income once every 30 days for as long as we’re liable, provided you submit periodic written proof of loss as stated above. We’ll pay all other \textit{accident and health} benefits to which you’re entitled as soon as we receive written proof of loss.

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

When you file proof of loss, you may direct us, in writing, to pay health care benefits to the recognized provider of health care who provided the covered service for which benefits became payable. We may honor such direction at our option. But we can’t tell you that a particular provider must provide such care. And you may not assign your right to take legal action under this \textit{plan} to such provider.
Limitations of Actions
You can’t bring a legal action against this plan until 60 days from the date you file proof of loss. And you can’t bring legal action against this plan after three years from the date you file proof of loss.

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

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ELIGIBILITY FOR DISABILITY COVERAGE

All Options

Employee Coverage

Eligible Employees

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

Other Conditions

You must:

(a) be legally working in the United States.

(b) be regularly working at least the number of hours in the normal work week set by your employer (but not less than 30 hours per week), at:

(i) your employer’s place of business;

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

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

Note: If you are working outside the United States on a temporary assignment and you meet all other conditions of eligibility, you will be covered by this plan, provided that: you are on an assignment, not exceeding one year, in a country or region that is not under a travel warning issued by the US Department of State. Coverage may be available when you are: (1) on a longer temporary assignment; or (2) assigned in a region that is under a travel warning; however, coverage must be approved by us in writing.

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

Employee benefits that don’t require proof that you are insurable are scheduled to start on the effective date shown on the sticker attached to the inside front cover of this booklet.

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

But you must be fully capable of performing the major duties of your regular occupation for your employer on a full-time basis at 12:01AM Standard Time for your place of residence on the scheduled effective date or dates. And you must have met all of the applicable conditions explained above, and any applicable waiting period. If you are not fully capable of performing the major duties of your regular occupation on any date part of your insurance is scheduled to start we will postpone that part of your coverage. We will postpone that part of your coverage until the date you are so capable and are working your regular number of hours for one full day, with the expectation that you could do so for one full week.

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

When Your Coverage Ends

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

It also ends on the date you stop being a member of a class of employees eligible for insurance under this plan, or when this plan ends for all employees. And it ends when this plan is changed so that benefits for the class of employees to which you belong ends.
It ends on the date you are no longer working in the United States unless you are on a temporary assignment: (1) not exceeding one year in a country or region that is not under a travel warning issued by the US Department of State; or (2) for which we have agreed, in writing, to provide coverage.

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

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

CGP-3-EC-90-3.0 B329.0352

All Options

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

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

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

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

When Continuation Ends
Coverage may continue until the earliest of the following:

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

- The date on which your Employer's Plan is terminated or you are no longer eligible for coverage under this Plan.
- The end of the period for which the premium has been paid.

Definitions

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

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

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

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

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

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

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

**SCHEDULE OF BENEFITS**

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

All Options

**Own Occupation Period**

The first 24 months of benefit payments from this plan.

All Options

**Elimination Period**

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

All Options

**Maximum Payment Period**

See the following table:

<table>
<thead>
<tr>
<th>Age when disability starts</th>
<th>Maximum payment period</th>
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</thead>
<tbody>
<tr>
<td>Under age 60</td>
<td>To age 65</td>
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<tr>
<td>Age 60</td>
<td>5.00 years</td>
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<td>Age 61</td>
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<td>Age 67</td>
<td>1.50 years</td>
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<tr>
<td>Age 68</td>
<td>1.25 years</td>
</tr>
<tr>
<td>Age 69 or older</td>
<td>1.00 year</td>
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All Options

**Maximum Monthly Benefit**

60% of your insured earnings, rounded to the nearest $1.00, if not already a multiple thereof, limited to a maximum of $10,000.00.

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

**Survivor Benefit**  3 times the last gross monthly benefit you received.

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LONG TERM DISABILITY INCOME INSURANCE

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

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

Benefit Provisions

How Payments Start

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

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

(b) You must provide proof of loss, as described in this plan’s Claim Provisions section.

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

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

Waiver of Premium

We waive your premiums for this insurance and for short term disability insurance, if included in the plan sponsor’s plan of insurance while you are entitled to receive a monthly benefit payment from this plan.

When Payments End

Your benefits from this plan will end on the earliest of the dates shown below:

(a) The date you are no longer disabled.

(b) The date you fail to provide proof of loss as required by this plan.

(c) The date you earn, or are able to earn, the maximum earnings allowed while disabled under this plan.

(d) The date you are able to perform the major duties of your own occupation on a full-time basis with reasonable accommodation.

(e) After the own occupation period, the date you are able to perform the major duties of any gainful work on a full-time basis with reasonable accommodation.

(f) The date you die.

(g) The end of the maximum payment period.

(h) The date no further benefits are payable under any provision in this plan that limits the maximum payment period.
(i) The date you are no longer receiving regular and appropriate care from a doctor.

(j) The date payments end in accord with a rehabilitation agreement.

(k) The date you refuse to take part in a rehabilitation program.

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 the nature of the covered person’s disability. See “Disabilities with a Limited Maximum Payment Period.”

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All Options

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

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

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

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

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

(e) You must not become covered under any other similar group income replacement plan during the time you return to active work;
(f) During the time you return to active work, you must: (i) stay insured by this plan; and (ii) premium payments must be made on your behalf; and

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

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

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

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All Options

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

We calculate your gross monthly benefit according to the Schedule of Benefits.

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

CGP-3-LTD07-4.0

All Options

**Redetermination:** This plan redetermines insured earnings for each covered person on January 1st.

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

CGP-3-LTD07-4.1
All Options

Other Income Benefits

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

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

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

- Disability benefits from all group plans of: (1) the plan sponsor; or (2) the employer. This includes payments made by a group life insurance plan due to your disability. This does not include payments made from a group life insurance plan’s: (a) accelerated death benefit; or (b) like provision that allows payment of such plan’s proceeds due to terminal illness.

- Disability benefits from any other group plan; but, if the other group plan was in force prior to this plan, and the other group plan also deducts for disability benefits from any other group plan, we will not deduct these other group disability benefits.

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

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

(b) All unreduced retirement benefits which: (i) you receive; and (ii) your spouse and children receive due to your receipt of such benefits; and

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

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

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

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

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

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

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

Retirement benefits or retirement plan disability benefits, due to your disability, from any government plan other than those shown above.

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

Unemployment compensation benefits.

Payment from your employer as part of a termination or severance agreement.

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

Other Income Not Subject to Deduction

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

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

Lump Sum Payments of Other Income

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

Cost of Living Freeze

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

Application for Other Income

You must apply for other income benefits to which you may be entitled. If these benefits are denied, you must appeal until: (a) all possible appeals have been made; or (b) we notify you that no further appeals are required.
If we feel you are entitled to receive such income benefits, we will estimate the amount due to you and your spouse and children. We will take this estimated amount into account when we determine your monthly benefit. But, we will not take this estimated amount into account if you sign our reimbursement agreement. In this agreement you promise: (a) to apply for any benefits for which you may be eligible; (b) to appeal any denial of such benefits until all possible appeals have been made; and (c) to repay any amount we overpaid due to an award of such benefits. This paragraph does not apply to: (i) disability benefits from any mandated benefit act or law; (ii) retirement benefits or retirement plan disability benefits from any government plan due to your disability; and (iii) benefits from a Workers’ Compensation law, an occupational disease law, or any other act or law of like intent.

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

We will assist you in applying for other income benefits.

CGP-3-LTD07-4.3-NY

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 you first have disability earnings, add your gross monthly benefit and your disability earnings.

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

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

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

Method 1:

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

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

Method 2:

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

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

(c) Multiply the result in (b) above by your monthly benefit. This is the amount we pay.
If your disability earnings fluctuate widely from month to month, we may adjust your monthly benefit using an average disability earnings amount. The average disability earnings amount will be computed using your most current month’s disability earnings and the prior two months disability earnings.

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

If your disability earnings are more than the limit shown below, payments from this plan will end. Payments from this plan will also end if you are able to earn more than the limit shown below:

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

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

**Indexing:** We apply an indexing factor to your insured earnings on the date you have received 12 consecutive monthly payments and each anniversary thereafter. This factor increases the amount of income you may earn and still be considered disabled. This adjustment does not increase your gross monthly benefit, monthly benefit, or any other benefit under this plan.

To make the first adjustment, we multiply your insured earnings by the indexing factor for that year. To make adjustments in each later year, we multiply the amount of your last indexed insured earnings by the indexing factor for the current year.

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

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

**Limitations and Exclusions**

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

The maximum payment period for all periods of disability due to: (a) a mental illness; (b) drug or alcohol abuse; or (c) a specific condition listed below; is 24 months. This is a combined maximum for all such conditions and all periods of disability.
No benefits will be paid for disability due to a mental illness or drug or alcohol abuse if you are not receiving treatment for the cause of the disability from a provider, or in a facility that is: (a) licensed by the state to provide treatment for such condition; and (b) accredited or approved by the Joint Commission on the Accreditation of Health Care Facilities or Medicare.

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

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

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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, you:

(a) receive advice or treatment from a doctor;

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

(c) are prescribed or take prescription drugs; or

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

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

Benefits for a disability due to a pre-existing condition are payable on or after the end of 12 months following the effective date of your insurance under this plan. But, we do not pay benefits for disability caused by such a condition until the later of: (a) the day after the date you are insured under this plan for 12 months; and (b) the date you satisfy the elimination period, if any.
Disability that is: (a) caused by; (b) contributed to by; or (c) resulting from; a pre-existing condition may begin after: (a) a change which provides for an increase in the benefits payable by this plan; or (b) a change in your benefit election which increases the benefit payable by this plan. In this case, your benefit will be limited to the amount that would have been payable had the change not taken place. But, this limit does not apply if your disability starts after the change has been in force for 12 months in a row.

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

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 you. This plan must start within 60 days after the old plan ends.

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

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

But, we limit your maximum monthly benefit under this plan if: (a) it is more than the maximum monthly benefit for which you were insured under the old plan; (b) you become disabled due to a pre-existing condition; and (c) this plan pays benefits for such disability because we credit time as explained above. In this case, we limit the maximum monthly benefit to the amount you would have been entitled to under the old plan until the day after the date you are insured under this plan for 12 months.

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

Also, you may have been covered under a group or blanket disability insurance plan or policy or an employer-provided disability plan prior to your enrollment in this plan. When this happens, we may credit any time you were covered under the prior plan toward meeting this plan’s pre-existing condition provision. To determine if a condition is pre-existing, we go back to the date your coverage under the prior plan started. We do this if: (a) the prior plan was substantially similar to this plan; (b) your active full-time service with the employer starts within 60 days of the date your coverage under the prior plan ended; and (c) you enroll in this plan within such 60 day period, or if later, within 31 days of the date you first become eligible under this plan during such 60 day period. If the plan sponsor has included an eligibility waiting period in the plan, you must still meet it before becoming insured under this plan.
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) you taking part in a riot or civil disorder;
(d) your commission of, or attempt to commit a felony, for which you have been convicted;
(e) you being engaged in an illegal occupation;
(f) your voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless: (a) it was prescribed for you by a doctor; and (b) it was used as prescribed. In the case of a non-prescription drug, we do not pay for any loss resulting from or contributed to by your use in a manner inconsistent with package instructions. A controlled substance is anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time; or
(g) intentional self-inflicted injuries.

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

(1) during which you are outside the United States, its possessions or the countries of Canada and Mexico;
(2) which starts before you are insured by this plan; or
(3) during which your loss of earnings is not solely due to your disability.

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All Options

Social Security Assistance

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

Services we can provide include:

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

We may also provide these and other services if your benefits are under review for possible termination by the Social Security Administration.
You must apply for all income benefits for which you may be eligible, whether or not you use our help. Using our help does not cancel your duties shown in the "Application for Other Income" section of this plan.

**Rehabilitation and Case Management**

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

When our review is complete, we may offer you a rehabilitation program. We have the right to suspend or end your monthly benefit if you do not accept it, without good cause.

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

- (a) vocational assessment of your work potential;
- (b) coordination and transition planning with an employer for your return to work;
- (c) consulting with your doctor on your return to work and need for accommodations;
- (d) training in job seeking skills and resume preparation; and
- (e) retraining.

We have the right to determine which services are appropriate.

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

We stop paying the enhanced benefit on the earliest of:

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

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

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

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

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

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

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

The Survivor Benefit

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

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

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

Your eligible survivor is your spouse, if living.

If your spouse is not living, your eligible survivor is your child. If there is more than one such child when you die, this benefit will be paid to each child in equal shares.
**Accelerated Survivor Benefit**

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

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

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

If you elect to receive an accelerated survivor benefit, no survivor benefit is payable upon your death.

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**All Options**

**Claim Provisions**

**Notice**

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

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

**Proof of Loss**

When we receive your notice, we will provide you with a claim form for filing proof of loss. This form requires data from the employer, you, and the doctor(s) treating you for your sickness or injury. Proof of loss must be given to us within the time stated in "Accident and Health Claims Provisions." If you do not receive a claim form within 15 days after we receive any notice of claim under this plan, you will be deemed to have complied with the requirements of this plan as to proof of loss upon submitting within the time stated in "Accident and Health Claims Provisions," written proof covering the occurrence, character and extent of the loss for which the claim is made. You should send us written proof of loss without waiting for the form.

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

(a) The date disability began;
(b) Your last day of active work;
(c) The cause of disability;
(d) The extent of disability, including limitations and restrictions preventing you from performing the major duties of your own occupation and any gainful occupation;
(e) If your occupation requires that you carry liability or malpractice insurance, any changes to such insurance that become effective on or after the date of disability;
(f) Objective medical evidence in support of your limitations and restrictions, beginning with the date disability began;
(g) The prognosis of disability;
(h) The name and address of all doctors, hospitals and health care facilities where you have been treated for your disability since the date disability began;

(i) Proof that you: (i) are currently; and (ii) have been receiving regular and appropriate care from a doctor, from the date disability began;

(j) Proof of insured earnings, and, if applicable, disability earnings;

(k) Payroll or absence data from the employer for the three months prior to the date disability began, or other period we specify;

(l) Proof of application for all other sources of income to which you may be entitled, that may affect your payment from this plan; and

(m) Proof of receipt of other income that may affect your payment from this plan.

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

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

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

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

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

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

Ongoing Proof of Loss
To continue to receive payments from this plan, you must give us current proof of loss as often as we may reasonably require. Ongoing proof of loss must be provided to us within 90 days of the date we request it. Failure to give such notice within such time will not invalidate or reduce any claim if it is shown not to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible.
**Payment of Benefits**
We pay benefits to you, if you are legally competent. If you are not, we pay benefits to the legal representative of your estate. Benefits are paid in US dollars.

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

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

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

**Partial Month Payment**
You may be disabled for only part of a month. In this case, we compute your payment as 1/30th of the benefit to which you would be entitled for the full month times the number of days you are disabled. Payment will not be made for more than 30 days in any month.

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

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

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

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

(1) During the elimination period and the own occupation period, not able to perform, on a full-time basis, the major duties of your own occupation.

(2) After the end of the own occupation period, not able to perform, on a full-time basis, the major duties of any gainful work.

You are not disabled if you earn, or are able to earn, more than this plan’s maximum allowed disability earnings.

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

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

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

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

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

Any days during which you return to work earning more than 80% of your insured earnings will not count toward the elimination period. If you are or become eligible under any other similar group income replacement plan while you are working during the elimination period, you will not be entitled to benefits from this plan.

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

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

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

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

Gross Monthly Benefit

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

Injury

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

All Options

Insured Earnings

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

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

For Partners and S Corporation Shareholders:

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

(a) Your compensation as an employee or S Corporation shareholder, as reported on your Federal Income Tax Return, Form 1040, for the prior calendar year, less the gross total of unadjusted employee business expenses as included on the corresponding Schedule A-Itemized Deductions;

(b) Your non-passive income (loss) from trade or business as reported on Schedule E-Part II of your Federal Income Tax Return, Form 1040, for the prior calendar year, less any expenses incurred and reported elsewhere on your Return; and

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

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

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

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

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

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

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

(a) your earned income as reported on the 1099 form.

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

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

For All Other Covered Persons:

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

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

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

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

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

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

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

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

Part-Time The ability to work and earn between 40% and 80% of insured earnings during the own occupation period and between 40% and 60% of insured earnings after the own occupation period.
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;
2. Enjoy equal benefits and privileges of employment as are available to a similarly situated non-disabled person. The modification or adjustment must not place an undue hardship on the employer.

Recurring Disability

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

Regular and Appropriate Care

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

Rehabilitation Agreement

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

Rehabilitation Program

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

Retirement Plan

A defined benefit or defined contribution plan funded wholly or in part by the employer's deposits for your benefit. The term does not include: (a) profit sharing plans; (b) thrift plans; (c) non-qualified deferred compensation plans; (d) individual retirement accounts; (e) tax sheltered annuities; (f) 401(k), 403(b), 457 or similar plans; or (g) stock ownership plans. Retirement Plan "retirement benefits" are lump sum or periodic payments at normal or early retirement. Some retirement plans make payments for disability (as defined by those plans) that start before normal retirement age. When such payments reduce the amount that would have been paid at normal retirement age, they are retirement benefits. When such payments do not reduce the normal retirement amount, they are "disability benefits."

Sickness

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

We, Us, and Guardian

The Guardian Life Insurance Company of America.

CGP-3-LTD07-12.15

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CERTIFICATE AMENDMENT

(To be attached to certificates issued to employees)

The certificate is amended as follows:

1. The Long Term Disability Income Insurance eligibility provisions are modified to provide that:
   a. You are eligible for disability income insurance coverage if you are legally working in the United States; or working outside of the United States for a United States based employer in a country or region approved by us.
   b. Any requirements that apply to your working outside of the United States on a temporary assignment are hereby deleted.
   c. Your disability income insurance coverage will end on the date you are no longer working in the United States; or working outside of the United States for a United States based employer in a country or region approved by us.

2. The “Exclusions” section under the Long Term Disability Income Insurance provisions is modified to provide that benefits will not be paid for any period of disability during which you are outside the United States; its possessions; the countries of Canada and Mexico; and/or a country or region approved by us.

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

The Guardian Life Insurance Company of America

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

This plan is amended so that if a covered person is injured because of a third party’s wrongful act or negligence:

- we will pay medical, dental or loss of earnings benefits for the injury, to the extent otherwise covered by this plan, if the covered person: (a) agrees in writing to The Guardian being subrogated to any recovery or right of recovery the covered person has against that third party; (b) does not take any action which would prejudice our subrogation rights; and (c) cooperates in doing what is reasonably necessary to assist us in any recovery;

- we will be subrogated only to the extent of benefits paid by this plan because of that injury; and

- we will be subrogated only when the amounts (or portion) received by the covered person through a third party settlement or satisfied judgment is specifically identified as amounts paid as benefits under this plan.

As used in this rider:

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

- because of an injury 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.

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

The Guardian Life Insurance Company of America

Stuart S. Shaw
Vice President, Risk Mgt. & Chief Actuary
REQUIRED DISCLOSURE STATEMENT

For Group Plan No.: G -00535735-

The schedule of insurance on page CGP-3-SI of the certificate booklet is a short summary of the health insurance benefits this plan provides. These benefits, including any exclusions and limitations, are fully explained in other parts of the certificate booklet. READ THE CERTIFICATE BOOKLET WITH CARE.

As evidenced by your certificate booklet, this plan provides the following health insurance benefits:

All Options

Long Term Disability Income Insurance (defined as Disability Income Insurance by the New York State Insurance Department).

Notice

The above statements are not part of the group policy. The group policy alone determines the rights and duties of: (a) the employer to whom this plan is issued; (b) the policyholder (if other than such employer); (c) the Guardian; and (d) any person covered by this plan.
This Glossary defines the italicized terms appearing in your booklet.

**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.

**Employer** means UTICA COLLEGE.

**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.

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

**Proof or Proof of Insurability** means an application for insurance showing that a person is insurable.
STATEMENT OF ERISA RIGHTS

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

Receive Information About Your Plan and Benefits

(a) Examine, without charge, at the plan administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U. S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

(b) Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts, collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

(c) Receive a summary of the plan’s annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions By Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of plan participants and beneficiaries. No one, including your employer, your union, or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.
Enforcement Of Your Rights

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

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

Assistance with Questions

If you have questions about the plan, you should contact the plan administrator. If you have questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor listed in your telephone directory or the Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.
Disability Benefits Claims Procedure

If you seek benefits under the plan you should complete, execute and submit a claim form. Claim forms and instructions for filing claims may be obtained from the Plan Administrator.

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

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

Definitions

“Adverse 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.
Disability Benefits Claims Procedure (Cont.)

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.

All Options

Termination of This Group Plan

Your employer may terminate this group plan at any time by giving us 31 days advance written notice. This plan will also end if your employer fails to pay a premium due by the end of this grace period.

We may have the option to terminate this plan if the number of people insured falls below a certain level.

When this plan ends, you may be eligible to continue your insurance coverage. Your rights upon termination of the plan are explained in this booklet.