



**GUARDIAN<sup>SM</sup>**

**YOUR GROUP INSURANCE  
PLAN BENEFITS**

**INSURANCE COMMITTEE OF THE ASSESSORS' INSURANCE  
FUND DBA LOUISIANA ASSESSORS' ASSOCIATION  
CLASS 0004 - ALL ELIGIBLE MEMBERS WITH INCOME LESS THAN \$30,000  
BUT GREATER THAN \$20,000  
AD&D, DEPENDENT LIFE, LIFE**

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".**

B907.0004



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The forms listed below are attached to and made part of this certificate. The listed forms describe the coverages which the *Policyholder* has elected.

All terms in italics are defined terms with special meanings. Definitions are shown in the Glossary or are defined where they are used.

**Life and Accidental  
Death and  
Dismemberment  
Insurance**

CGP-LA-LG-15

Eligibility for Life and Accidental Death and Dismemberment Coverages

Member Coverage

Dependent Coverage

Member Basic Group Term Life Insurance with Accelerated Benefit

Dependent Basic Term Life Insurance

Member Basic Accidental Death and Dismemberment with Catastrophic  
Loss Benefits



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**GENERAL PROVISIONS**

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As used in this certificate:

"Accident and health" means any accidental death and dismemberment, dental, long term disability, short term disability or vision insurance provided by this *plan*.

"Covered person" means *you* or any of *your* dependents insured by this *plan*, except in the "Repayment" section where "covered person" has a special meaning. See that section for details.

"Employer" means either: a) the Louisiana Assessors' Association; or b) a member assessor of the Louisiana Assessors' Association in accordance with the terms of the Association's bylaws as amended from time to time.

"Member" means an employee who works for either: a) the Louisiana Assessors' Association; or b) a member assessor of the Louisiana Assessors' Association. An employee works at the employer's place of business, and his/her income is reported, for tax purposes, using a W-2 form.

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

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

"Policyholder" means the Louisiana Assessors' Association who purchased this plan.

"You," "your," and "certificateholder" mean a *member* covered by this *plan*.

B908.0006-R

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**Limitation of Authority**

No person, except by a writing signed by the President, a Vice President or a Secretary of *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 *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.

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**Incontestability**

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

No statement in any application, except a fraudulent statement, made by a person insured under this *plan* will 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.

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

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**Examination and Autopsy**

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

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**Conformity with State Statute**

The group *plan* is governed by the laws of the state of Louisiana. However, with respect to this certificate, any terms which are in conflict with any insurance statute or regulation of the jurisdiction where the *certificateholder* resides and which are applied regardless of where the policy is issued, are hereby amended to conform to the minimum requirements of such statute or regulation.

This provision will apply only to those *certificateholders* who are residents of that other jurisdiction and who are insured by the group *plan* on the date the claim for benefits is made.

B908.0010-R



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## Accident and Health Claims Provisions

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

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

*We* will not void or reduce a claim if notice is not given within the required time. But, notice must be given to *us* as soon as reasonably possible.

**Claim Forms** *We* will provide forms for filing proof of loss within 15 days of receipt of notice. But if *we* do not provide the forms on time, *we* will accept a written description and adequate documentation of the injury or sickness that is the basis of the claim as proof of loss. The nature and extent of the loss for which the claim is being made must be detailed.

**Uniform Claim Forms** All claim forms will be processed to conform with uniform claim form regulations issued by the Louisiana Department of Insurance.

**Proof of Loss** Written proof of loss must be furnished to *us* at *our* designated office.

This proof must be furnished within 90 days of the loss.

*We* will not void or reduce a claim if proof is not given within the required time. But, proof must be given as soon as reasonably possible and, except in the absence of legal capacity, no later than one year from the time proof is otherwise required.

**Payment of Benefits** *We* will pay *accident and health* benefits as soon as *we* receive written proof of loss.

Unless otherwise required by law or regulation, *we* pay all *accident and health* benefits to *you* if *you* are living. If *you* or any other payee is not living, *we* have the right to pay all *accident and health* benefits, except accidental death and dismemberment benefits, to one of the following: (a) *your* estate; (b) *your* spouse; (c) *your* parents; (d) *your* children; (e) *your* brothers and sisters.

See the section of this *plan* that describes accidental death and dismemberment benefits for *members* for how these benefits are paid.

## Accident and Health Claims Provisions (Cont.)

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**Time of Payment of Claims** All claims for accidental death benefits will be paid within 60 days of receipt of due proof of death.

All other claims will be paid within 30 days of receipt of written proof of loss in the forms required by the terms of the policy, unless just a reasonable grounds such as would put a reasonable and prudent businessperson on his or her guard, exist. We will make payment at least 30 days for claims for benefits for loss of income during the period of disability for which you are entitled to such payments.

**Legal Actions** No legal action against this *plan* will be brought until 60 days from the date proof of loss has been given as stated above. And, no legal action will be brought against this *plan* after one year from the date written proof of loss is required to be given.

**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.

B908.0014-R

### All Options

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### Repayment

We will not pay any benefits under this *plan*, to or on behalf of a *covered person*, who has received payment in whole from a *third party*, or its insurer for past or future accidental death or dismemberment benefits, resulting from the negligence, intentional act, or no-fault tort liability of a *third party*.

If a *covered person* or his or her beneficiary makes a claim to us for accidental death or dismemberment benefits under this *plan* prior to receiving payment from a *third party* or its insurer, the *covered person* or his or her beneficiary must agree, in writing, to repay us from any amount of money they receive from the *third party*, or its insurer. But, this will only apply if the amount of money received fully compensates him or her for all damages he or she suffered. If the *covered person* or his or her beneficiary claims that the *covered person* was not fully compensated, he or she may be required to provide proof that the amount received did not equal full compensation.

The repayment will be equal to the amount of benefits paid by us. However, the *covered person* or his or her beneficiary may deduct the *reasonable pro-rata expenses incurred* in effecting the *third party* payment from the repayment to us.

The repayment agreement will be binding upon the *covered person* or his or her beneficiary whether: (a) the payment received from the *third party*, or its insurer, is the result of a legal judgement, an arbitration award, a compromise settlement, or any other arrangement; or (b) the *third party*, or its insurer, has admitted liability for the payment; or (c) the accidental death or dismemberment benefits are itemized in the *third party* payment.

As used in this provision:

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

"Reasonable pro-rata expenses" are those costs, such as lawyers fees and court costs, *incurred* to effect a third party payment, expressed as a percentage of such payment.

"Third party" means anyone other than *Guardian*, the *policyholder* or the *covered person*.

B908.0028-R

All Options

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**GLOSSARY**

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This Glossary defines the italicized terms appearing in *your* certificate.

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**General Definitions**

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**Active Work, Actively-At-Work Or Actively Working** means *you* are able to perform and are performing all the regular duties of *your* work for *your employer* and working *your* regular number of hours 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

B941.0002

All Options

**Eligibility Date** for dependent coverage is the earliest date on which *you*: (a) have dependents; and (b) are eligible for dependent coverage.

B941.0003

All Options

**Enrollment Period** for dependent coverage is the 31 day period which starts on the date that *you* first become eligible for dependent coverage.

B941.0004-R

All Options

**Full-time** means the number of hours, on record with your employer, the member is required to work.

**Initial Dependents** means those eligible dependents *you* have at the time *you* first become eligible for member coverage. If at this time *you* do not have any eligible dependents, but *you* later acquire them, the first eligible dependents *you* acquire are *your initial dependents*.

B941.0007-R

All Options

**Newly Acquired Dependent** means an eligible dependent *you* acquire after *you* already have coverage in force for *initial dependents*.

B941.0008-R

**All Options**

**Qualified Retirees** are covered as outlined in your company's benefit provisions. Please see Your Plan Administrator for details.

B941.0010

**Definitions Applicable to Life and Accidental  
Death and Dismemberment Coverage**

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B941.0013

**All Options**

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

B941.0059

**All Options**

**Regular Care** means a person is being treated by, or in consultation with, a *doctor* at a frequency that is consistent with his or her condition. The requirement for *regular care* does not apply if he or she has reached his or her maximum point of recovery yet is still *disabled* under the terms of this *plan*.

B941.0061

All Options

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**ELIGIBILITY FOR LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES**

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B914.0008-R

All Options

**When Your Coverage Starts** Member benefits that do not require proof that *you* are insurable are scheduled to start on your effective date.

Member benefits that require such proof will not 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* occupation on any date part of *your* insurance is scheduled to start, *we* will postpone that part of *your* coverage until the date *you* are so capable and are working *your* regular number of hours.

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

B914.0080-R

All Options

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

1. you were insured under the prior insurer's group Life policy at the time of the transfer;
2. you were a member of an eligible class under the prior carrier's group life policy and are eligible under this plan;
3. your premiums were paid up to date;

4. your premiums are not currently being waived under the Extended Life Benefit provision, or you were not eligible, under the terms of the prior insurer's group Life policy, to have premiums waived under the Extended Life Benefit provisions; and
5. you are not receiving or eligible to receive benefits under the prior carriers group Life policy.

Any Life benefit payable will be the lesser of:

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

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

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

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

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

B914.0246-R

## All Options

**When Your Coverage Ends** *Your coverage ends on the date you cease active work for any reason. Such reasons include disability, death, layoff, leave of absence and the end of employment.*

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

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

*Read this booklet carefully if your coverage ends. You may have the right to continue certain group benefits for a limited time. And you may have the right to replace certain group benefits with converted policies.*

B914.0181-R

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

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

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

**If Your Group Coverage Would End** Group insurance may normally end for a *member* because he or she ceases work due to an approved leave of absence. But, the *member* may continue his or her group insurance if the leave of absence has been granted: (a) to allow the *member* 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 *member'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 *member* 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 *member* will be required to pay the same share of the premium as he or she paid before the leave of absence.

**When Continuation Ends** Insurance may continue until the earliest of the following:

- The date you return to active work.
- The end of a total leave period of 26 weeks in one 12 month period, in the case of a *member* who cares for a covered servicemember. This 26 week total leave period applies to all leaves granted to the *member* under this section for all reasons.
- The end of a total leave period of 12 weeks in: (a) any 12 month period, in the case of any other *member*; or (b) any later 12 month period in the case of a *member* who cares for a covered servicemember.
- The date on which your insurance would have ended had you not been on leave.
- 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 *member*.
- **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.

B914.0132-R

## All Options

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## Dependent Coverage

B914.0043-R

## All Options

**Eligible Dependents For Basic Dependent Life Benefits** Your *eligible dependents* are: your legal spouse and your dependent children, until they reach age 26.

B914.0250-R

## All Options

**Adopted Children and Step-Children** Your "dependent children" include (a) *your* legally adopted children; and (b) *your* step-children. We treat a child as legally adopted from the time the child is placed in *your* home for the purpose of adoption or voluntary surrender. We treat such a child this way whether or not a final adoption order is ever issued.

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

B914.0245

## All Options

**Handicapped Children** You may have an unmarried child or grandchild with a mental or physical handicap, or developmental disability, who can not support himself or herself. Subject to all of the terms of this coverage and the *plan*, such a child may stay eligible for dependent life benefits past this coverage's age limit.

An unmarried *full-time* student will not be considered to meet the coverage's age limit until that child reaches age if that child: (a) is dependent on *you* for support; and (b) develops a mental or nervous condition, problem, or disorder which renders that unmarried child, in the opinion of a qualified psychiatrist, unable to attend school and to hold self-sustaining employment. *Guardian* may require a second opinion. A grandchild must also remain in *your* custody and reside with *you*.

The child will stay eligible as long as he stays unmarried and unable to support himself or herself, if: (a) his or her conditions started before he or she reached this coverage's age limit; (b) he or she became insured by this coverage before he or she reached the age limit, and stayed continuously insured until he or she reached such limit; and (c) he or she depends on *you* for most of his or her support and maintenance. With respect to a grandchild, the grandchild must also remain in *your* custody and reside with *you*.

But, for the child to stay eligible, *you* must send *us* written proof that the child is handicapped and depends on *you* for most of his or her support and maintenance. *You* have 31 days from the date the child reaches the age limit to do this. *We* can ask for periodic proof that the child's condition continues. But after two years, *we* can not ask for this proof more than once a year.

The child's coverage ends when *yours* does.

B914.0103

## All Options

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

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

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

B914.0050

## All Options

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

If *you* do this on or before *your eligibility date*, the dependent's coverage is scheduled to start on the later of *your eligibility date* and the date *you* become insured for member coverage.

If *you* do this within the *enrollment period*, the coverage is scheduled to start on the later of the date *you* sign the enrollment form; and the date *you* become insured for member coverage.

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

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

A *newly acquired dependent* will be covered for those dependent benefits not subject to *proof of insurability* from the later of the date *you* notify *us* and agree to make any additional payments, and the date the *newly acquired dependent* is first eligible.

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

A copy of the approved application is furnished to *you*.

B914.0052-R

## All Options

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

B914.0054

## All Options

**When Dependent Coverage Ends** Dependent coverage ends for all of *your* dependents when *your* coverage ends. Dependent coverage also ends for all of *your* dependents when *you* stop being a member of a class of *members* eligible for such coverage. And it ends when this *plan* ends, or when dependent coverage is dropped from this *plan* for all *members* or for *your* class.

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

An individual dependent's coverage ends when he or she stops being an eligible dependent. This happens to a child, step-child or grandchild at 12:01 a.m. on the date the child attains this coverage's age limit, or for a handicapped child who has reached the age limit, when he or she is no longer dependent on *you* for support and maintenance. A grandchild's coverage also ends when he or she is no longer in *your* custody or residing with *you*. And a spouse's coverage ends when a marriage ends in legal divorce or annulment.

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

B914.0148-R

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**LIFE INSURANCE**

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B916.0009-R

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**Member Basic Group Term Life Insurance**

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**Basic Life Benefit** If *you* die while insured for this benefit, *we* will pay *your* beneficiary the amount shown in the schedule.

**Proof of Death** *We* will pay this insurance as soon as *we* receive written proof of death. This should be sent to *us* as soon as possible.

**The Beneficiary** *You* decide who gets this insurance if *you* die. *You* should have named *your* beneficiary on *your* enrollment form. *You* can change *your* beneficiary at any time by giving *your employer* written notice, unless *you* have assigned this insurance. (3b) But the change will not take effect until *your employer* gives *you* written confirmation of the change.

If *you* named more than one person, but did not tell *us* what their shares should be, they will share equally. If someone *you* named dies before *you* do, that person's share will be divided equally by the beneficiaries still alive, unless *you* have told *us* otherwise.

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

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

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

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

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

**Payment to a Minor or Incompetent** If *your* beneficiary is a minor or incompetent, *we* will pay this insurance to the person who cares for and supports the beneficiary. *We* have the right to pay in monthly installments. *We* completely discharge *our* liability for any amounts paid this way.

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

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

We completely discharge *our* liability for any amounts paid this way.

B916.0013-R

All Options

**GROUP TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE SCHEDULE**

B917.0003-R

All Options

**Member Basic Term Life Insurance**

CGP-LA-LG-15

B917.0005-R

All Options

**Basic Term Life Insurance Amount** Insurance Amount . . . . . \$120,000.00  
CGP-LA-LG-15 B917.0013-R

All Options

**Retiree Basic Term Life Insurance Amount** Insurance Amount . . . . . If the member retires before age 70, the insurance amount is 50% of the amount in force on the Member's retirement date. If the member retires after age 70, the Member's insurance amount is 100% of the amount in force on the Member's retirement date.  
CGP-LA-LG-15 B917.0013-R

All Options

**Reduction of Basic Life Insurance Amount Based on Age** If *you* are less than age 70 when *your* insurance under this *plan* starts, *your* insurance amount is reduced, on the date *you* reach age 70, by 50% of the amount which otherwise applies to *your* classification and/or option. But in no case will such reduced amount be less than \$1,000.00.  
The preceding reduction also applies to *your* initial insurance amount if *your* insurance starts after *you* reach age 70.  
CGP-LA-LG-15 B917.0040-R

All Options

**Member Basic Accidental Death and Dismemberment Insurance (AD&D)**

CGP-LA-LG-15

B917.0064-R

All Options

**Basic AD&D Insurance Amount** Insurance Amount . . . . . \$120,000.00  
CGP-LA-LG-15 B917.0066-R

CGP-LA-LG-15

**All Options**

**Spousal Education and Retraining Benefit**

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

**Maximum Number of Benefit Payments** Full-Time Post Secondary Education . . . . . 8  
Part-Time Post Secondary Education . . . . . 4  
CGP-LA-LG-15 B917.0079-R

**All Options**

**Dependent Child Education Benefit**

**Lifetime Maximum Benefit** \$20,000.00 per eligible dependent

**Maximum Number of Benefit Payments** 8 per lifetime per eligible dependent

**Maximum Benefit Period** 6 years from the date the first education benefit is made; per eligible dependent.  
CGP-LA-LG-15 B917.0080-R

**All Options**

**Reduction of Basic AD&D Amount Based on Age** If *you* are less than age 70 when *your* insurance under this *plan* starts, *your* insurance amount is reduced, on the date *you* reach age 70, by 50% of the amount which otherwise applies to *your* classification and/or option. But in no case will such reduced amount be less than \$1,000.00.

The preceding reduction also applies to *your* initial insurance amount if *your* insurance starts after *you* reach age 70.  
CGP-LA-LG-15 B917.0101-R

**All Options**

**Dependent Basic Term Life Insurance**

CGP-LA-LG-15 B917.0310-R

**All Options**

**Basic Dependent Spouse Insurance Amount** Insurance Amount . . . . . \$20,000.00  
CGP-LA-LG-15 B917.0311-R



## Dependent Basic Term Life Insurance (Cont.)

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### All Options

Your Basic Dependent Child Insurance Amount	Child's Age At Death	Benefit Amount
	Birth but less than 14 days . . . . .	\$2,000.00
	14 days but less than 6 months . . . . .	\$10,000.00
	At least 6 months but less than 26 years . . . . .	\$10,000.00
	At least 26 years but less than 26 years if a full-time student . . . . .	\$10,000.00

B917.0675-R

### All Options

In no event may the insurance amount of *your* dependent spouse exceed 50% of *your* insurance amount.

In no event may the insurance amount of *your* dependent child exceed 10% of *your* insurance amount.

CGP-LA-LG-15

B917.0325-R

### All Options

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## PORTABILITY PRIVILEGE

**Applicability:** This section applies only to this *plan's member* and dependent Basic group term life insurance. And it does not apply to Accidental Death and Dismemberment with Catastrophic Loss Insurance.

**Important Restriction:** *You must provide proof of insurability satisfactory to us.*

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

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

*You may not port your coverage or coverage for any of your dependents, if you: (a) have reached your 70th birthday on the day coverage under this plan ends; or (b) are eligible for this plan's Basic Group Term Life Insurance Extended Life Benefit.*

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

## Portability Privilege (Cont.)

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

*You may port:* (a) the full amount(s) of *your* dependent Basic term life insurance as of the day *your* coverage under this *plan* ends; or (b) 50% of such amount(s) if: (i) *your* dependent spouse amount under this *plan* is at least \$5,000.00; and (ii) *your* dependent child amount under this *plan* is at least \$2,000.00. However, if *you port* the full amount of *your* insurance, any dependent amount(s) ported must be a full amount. And, if *you* elect to *port* 50% of *your* insurance, any dependent amount(s) *ported* must be 50% of such amount(s).

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

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

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

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

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

**How to Port:** To get a portable certificate of coverage, *you* or *your* surviving spouse must: (a) apply to us *in* writing; and (b) pay the required premium. *You* have 31 days from the date *your* coverage under this plan ends to do this. *We* require *proof of insurability* satisfactory to *us*.

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

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### **Information About Conversion and Portability**

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

B920.0026-R

#### **All Options**

**THE FOLLOWING PROVISION APPLIES TO MEMBER BASIC TERM LIFE INSURANCE:**

#### **All Options**

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### **Converting This Group Term Life Insurance**

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

## Converting This Group Term Life Insurance (Cont.)

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If *you* are not disabled, as defined in the "Extended Life Benefit With Waiver of Premium" section, *you* can convert to a permanent life insurance policy. *You* can convert the amount for which *you* were covered under this *plan*, less any group life benefits *you* become eligible for in the 31 days after this insurance ends.

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

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

### **If the Group Plan Ends or Group Life Insurance Is Dropped**

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

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

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

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

### **The Converted Policy**

*You* can convert to one of the policies *we* normally issue. It can not include disability benefits.

The premium for the converted policy will be based on: (a) *your* standard or sub-standard risk and rate class under this *plan*; and (b) *your* age on the converted policy's effective date. The converted policy will start at the end of the period allowed for conversion.

### **How and When to Convert**

To get a converted policy, *you* must apply to *us* in writing and pay the required premium. *You* have 31 days after *your* group life insurance ends to do this. *We* will not ask for proof that *you* are insurable.

### **Death During the Conversion Period**

If *you* die in the 31 days allowed for conversion, *we* will pay *your* beneficiary the amount *you* could have converted under the group policy. *We* will pay whether or not *you* applied for conversion.

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## Member Accelerated Life Benefit

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

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

**Accelerated Life Benefit** If *you* have a *terminal condition* *you* may apply for the Accelerated Life Benefit. An Accelerated Life Benefit is a payment of part of *your group term life insurance* made to *you* before *you* die.

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

*You* may use the Accelerated Life Benefit in any way *you* choose. But *you* may receive only one Accelerated Life Benefit during *your* lifetime. If *you* live longer than 6 months, or if *you* recover from the condition, the benefit does not have to be repaid. But the amount of this benefit is not restored to *your* remaining *group term life insurance*. And *you* may not receive another Accelerated Life Benefit if *you* have a relapse or develop another *terminal condition*.

**Maximum Benefit Amount** The amount of the Accelerated Life Benefit for which *you* may apply is based on the amount of *your group term life insurance* for which *you* are insured on the day before *you* apply for the benefit. The minimum benefit amount is the lesser of: (a) \$10,000.00; or (b) 75% of the inforce amount. The maximum benefit amount is the lesser of: (a) \$250,000.00; or (b) 75% of the inforce amount.

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

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

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

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

## Your Accelerated Life Benefit (Cont.)

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**How and When to Apply** To receive an Accelerated Life Benefit, *you* must send us written proof from a *doctor* that *your* medical condition is expected to result in *your* death within 6 months of the date of the written medical proof. *We* must approve such proof in writing before the Accelerated Life Benefit will be paid.

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

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

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

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

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

B920.0023-R

### All Options

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

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

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

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

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

## Your Accelerated Life Benefit (Cont.)

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

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

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

**Defined Terms** As used in this Section:

"Group term life insurance" means any Member Basic Group Term Life Insurance for which *you* are insured under this *plan*. "Group term life insurance" does not mean any accidental death and dismemberment benefits, any insurance provided under this *plan* for covered persons other than *you* or any scheduled increase in the amount of any Member Group Term Life Insurance that is due within the six month period after the date *you* apply for the Accelerated Life Benefit.

"Gross Amount" means the amount of an Accelerated Life Benefit elected by *you*, before the discount is subtracted.

"Terminal condition" means a medical condition that is expected to result in *your* death within 6 months.

B920.0024-R

### All Options

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## Extended Life Benefit With Waiver Of Premium

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

**If You Are Disabled** You are disabled if *you* meet the definition of *total disability*, as stated below. If *you* meet the requirements in the "How and When to Apply", *we* will extend *your* basic life insurance under this section without payment of premiums from *you* or *the policyholder*.

## Extended Life Benefit With Waiver Of Premium (Cont.)

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"Total disability" or "totally disabled" means, due to sickness or injury, *you* are:

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

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

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

- (a) become *totally disabled* before *you* reach age 60 and while insured by the group *plan*; and
- (b) remain *totally disabled* for 09 continuous months.

*You* are encouraged to apply for this benefit immediately upon the onset of disability.

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

*We* can require *you* to take part in a medical assessment, with a medical professional of *our* choice, as often as *we* feel is reasonably necessary during the first two years *we* have extended *your* life benefits. But after two years, *we* can not have *you* examined more than once a year.

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

- (a) continue group premium payments, including any portion which would have been paid by *the policyholder* until *you* are approved or declined for this extended life benefit; or
- (b) convert to an individual policy. Please read the "Converting This Group Term Life Insurance" section for details on how to convert.

However, if this group *plan* terminates and *you* are *totally disabled* and eligible, but not yet approved, for this extended benefit, *you* must convert to an individual policy and remain insured under such policy until *you* are approved by *us* for the extended benefit.



## Extended Life Benefit With Waiver Of Premium (Cont.)

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Converting does not stop *you* from claiming *your* rights under this section. But if *you* convert and *we* later approve *you* for this extended benefit, *we* will cancel the converted policy as of *our* approval date. Once *you* are approved for this extended benefit, *your* group term life coverage will be reinstated at no further cost to *you* or *the policyholder*.

- When this Extension Begins** Once approved by *us*, *your* extended benefit will be effective on the later of:
- (a) 09 continuous months from the date *you* cease *active work* due to *total disability*; or
  - (b) the date *we* approve *you* for this benefit.

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### All Options

- When this Extension Ends** *Your* extension will end on the earliest of:
- (a) the date *you* are no longer disabled;
  - (b) the date *we* ask *you* to be examined by *our doctor*, and *you* refuse;
  - (c) the date *you* do not give *us* the proof of disability *we* require;
  - (d) the date *you* are no longer receiving *regular care* by a *doctor* that is appropriate to the cause of disability; or
  - (e) the day before the date *you* reach age 65.

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

- If You Die While Covered by this Extension** If *you* die while covered by this extension *we* will pay *your* beneficiary the amount for which *you* were covered as of *your* last day of *active work*, subject to all reductions which would have applied had *you* stayed an active *member*. The benefit amount is also subject to reduction which applies at retirement. *We* will use *your* Social Security Normal Retirement Age, as defined in the 1983 amendment to the Social Security Act, to determine when to apply the retirement reduction to *your* extended life benefit.

- Proof of Death** *We* will pay as soon as *we* receive:
- (a) written proof of *your* death, that is acceptable to *us*; and
  - (b) medical proof that *you* were continuously disabled until *your* death. This must be sent within one year of *your* death.

B920.0009-R

All Options

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**Dependent Basic Term Life Insurance**

**The Benefit** If one of *your* dependents dies while insured for this benefit, *we* pay the amount shown in the schedule. *We* pay this insurance in a lump sum as soon as *we* receive written proof of death. The proof should be sent to *us* as soon as possible.

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

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

**Incontestability** *We* can not dispute any medical statements made in the application after a dependent has been insured for these benefits for two years.

B922.0002

All Options

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**Converting This Dependent Term Life Insurance**

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

Dependent term life insurance also ends when *you* stop being part of a class of *members* eligible for dependent term life insurance.

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

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

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

## Converting This Dependent Term Life Insurance (Cont.)

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

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

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

Write to *us* for details.

**How and When to Convert** To get a converted policy, the dependent must apply to *us* in writing and pay the required premium. He or she has 31 days after his or her group insurance ends to do this. *We* will not ask for proof that the dependent is insurable. If the dependent is a minor or not competent, the person who cares for and supports the dependent may apply for him or her.

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

B925.0005-R

All Options

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## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

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All Options

### Member Basic Accidental Death and Dismemberment With Catastrophic Loss Benefits

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**The Benefit** We will pay the benefits described below if *you* suffer an irreversible covered loss due to an accident that occurs while *you* are insured. The loss must be a direct result of the accident, independent of all other causes. And, it must occur within 90 days of the date of the accident.

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

#### ACCIDENTAL DEATH AND DISMEMBERMENT

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

#### CATASTROPHIC LOSS BENEFITS

## Member Basic Accidental Death and Dismemberment With Catastrophic Loss Benefits (Cont.)

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

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

Loss of:

- (a) cognitive function means a significant decline or loss in intellectual aptitude. Such loss must result from an accidental injury. It must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.
- (b) a hand or foot means it is completely cut off at or above the wrist or ankle.
- (c) sight means the total and permanent loss of sight.
- (d) speech or hearing means that speech or hearing is lost entirely.

**Payment of Benefits** For covered loss of life, we pay the beneficiary of *your* basic group term life insurance.

For all other covered losses, we pay *you*, if *you* are living. If not, we pay the beneficiary of *your* basic group term life insurance.

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

B926.0051-R

## All Options

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

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

**Exclusions** *We* will not pay for any loss caused directly or indirectly:

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

B926.0052-R

## All Options

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### Spousal Education And Retraining Benefit

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

## Spousal Education And Retraining Benefit (Cont.)

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

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

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

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

This benefit is paid per academic term. Benefit duration is based on whether the spouse is enrolled in a part-time or full-time course of study.

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

**When the Spousal Education and Retraining Benefit Ends** The spousal education and retraining benefit ends on the earliest of the following dates:

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

## Spousal Education And Retraining Benefit (Cont.)

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**Defined Terms** As used in this section:

"Specified loss" means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury, resulting in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury resulting in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.

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

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

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

B926.0058-R

### All Options

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### Day Care Expense Benefit

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

**Eligibility for the Day Care Expense Benefit**

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

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

**What We Pay**

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

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



## Day Care Expense Benefit (Cont.)

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

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

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

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

**Defined Terms** As used in this section:

"Specified loss" means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury, resulting in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury resulting in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.

"Qualified dependent" means a child who is: (a) *your*: (i) biological child; (ii) lawfully adopted child; (iii) stepchild; or (iv) grandchild who lives with *you* and for whom *you* have legal custody; or (v) any other child who is living with *you* in a regular parent-child relationship; (b) dependent upon *you* for main support and maintenance; and (c) under the age of seven on the date of the accidental injury which results in the *specified loss*.

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

B926.0059-R

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## Dependent Child Education Benefit

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

**When and How the Dependent Child Education Benefit Begins** We will pay a Dependent Child Education Benefit when all of the following conditions are met:

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

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

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

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

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

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

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

## Dependent Child Education Benefit (Cont.)

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### Defined Terms

As used in this section:

"Specified loss" means: (1) death; (2) a comatose state which lasts for a period in excess of one month; (3) spinal cord injury which results in: (a) quadriplegia; (b) paraplegia; or (c) hemiplegia; or (4) severe head injury which results in loss of cognitive function. Loss of cognitive function means a significant decline or loss in intellectual aptitude. It must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.

"Qualified dependent" means a dependent who meets the following conditions. The dependent must be: (a) *your*: (i) biological child; (ii) lawfully adopted child; (iii) stepchild; or (iv) grandchild who lives with *you* and for whom *you* have legal custody; or (v) any other child who is living with *you* in a regular parent-child relationship; (b) unmarried; and (c) dependent upon *you* for main support and maintenance. On the date of the accidental injury which results in the *specified loss*, the dependent must be: (a) 24 years of age or younger; and (b) enrolled as a full-time student in an *institute of higher learning*; or (c) in the 12th grade, and enroll as a full-time student in an *institute of higher learning* within 12 months of this date. The dependent must maintain a grade point average of at least 2.0 on a 4.0 scale, or the equivalent.

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

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

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

B926.0060-R

All Options

With respect to members of the Louisiana Assessors' Association:

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**SUMMARY PLAN DESCRIPTION SUPPLEMENT TO CERTIFICATE**

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You participate in a single employer insured Welfare Plan. This supplement and your certificate of insurance constitute the Summary Plan Description as required by the Employee Retirement Income Security Act of 1974 (ERISA). This supplement should be retained with your certificate.

● **Name of Plan:**

INSURANCE COMMITTEE OF THE ASSESSORS' INSURANCE FUND  
DBA LOUISIANA ASSESSORS' ASSOCIATION GROUP INSURANCE  
PLAN

● **Employer's Name:** (Plan Sponsor)

INSURANCE COMMITTEE OF THE ASSESSORS' INSURANCE FUND  
DBA LOUISIANA ASSESSORS' ASSOCIATION

**Address:** 3060 VALLEY CREEK DRIVE

BATON ROUGE, LA 70808

**Phone Number:** 225-928-8886

● **IRS Employer Identification Number (EIN):** 72-6014133

● **Plan Number:** 501

● **Plan Administrator:** (if other than Plan Sponsor)

INSURANCE COMMITTEE OF THE ASSESSORS' INSURANCE FUND  
DBA LOUISIANA ASSESSORS' ASSOCIATION

**Address:** 3060 VALLEY CREEK DRIVE

BATON ROUGE, LA 70808

**Phone Number:** 225-928-8886

● **Agent for The Service of Legal Process:**

INSURANCE COMMITTEE OF THE ASSESSORS' INSURANCE FUND  
DBA LOUISIANA ASSESSORS' ASSOCIATION

**Address:** 3060 VALLEY CREEK DRIVE

BATON ROUGE, LA 70808

(Legal process may also be served on the Plan Administrator.)

● **Date of End of Plan Year:** One day prior to January 1st.

● Contributions to the plan are provided by the Employer only.

- The following class or classes of full-time members are eligible to apply for insurance:

***Class 0004***

ALL ELIGIBLE MEMBERS WITH INCOME LESS THAN \$30,000 BUT GREATER THAN \$20,000

provided they have completed the service waiting period established by the employer, if any. Qualified dependents of these members may also be eligible for insurance. (Your certificate provides details).

B800.0046-R

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## STATEMENT OF ERISA RIGHTS

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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.

## Statement of Erisa Rights (Cont.)

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**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.

B800.0093

## **Life And Accidental Death And Dismemberment Insurance Claims Procedure**

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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.

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")

- (a) If a claim is wholly or partially denied, the claimant will be notified of the decision within 90 days after Guardian received the claim.
- (b) If special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which The Guardian expects to render the final decision.
- (c) If a claim is denied, Guardian will provide a notice that will set forth:
  - (1) the specific reason(s) the claim was denied;
  - (2) specific references to the pertinent plan provision on which the denial is based;
  - (3) a description of any additional material or information needed to make the claim valid, and an explanation of why the material or information is needed;
  - (4) an explanation of the plan's claim review procedure. A claimant must file a request for review of a denied claim within 60 days after receipt of written notification of denial of a claim.
- (d) Guardian will notify the claimant of its decision within 60 days of receipt of the request for review. If special circumstances require an extension of time for processing, The Guardian will render a decision as soon as possible, but no later than 120 days after receiving the request. The Guardian will notify the claimant about the extension.

B800.0079







**GUARDIAN<sup>SM</sup>**

**The Guardian Life Insurance  
Company of America**

7 Hanover Square  
New York, New York 10004-2616