CERTIFICATE OF COVERAGE

The Guardian Life Insurance Company of America
10 Hudson Yards
New York, New York 10001
www.GuardianAnytime.com

The Group Accident coverage described in this Certificate is attached to the group Policy effective August 1, 2026. This Certificate replaces any Certificate previously issued under the Policy or under any other plan providing similar or identical benefits issued to the Policyholder by Guardian.

GROUP ACCIDENT COVERAGE

THIS IS AN ACCIDENT ONLY CERTIFICATE. THIS CERTIFICATE PROVIDES LIMITED BENEFITS. BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES. READ YOUR CERTIFICATE CAREFULLY.

THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE.

Guardian certifies that the Employee to whom this Certificate is issued is eligible for the coverage, and in the amount, described herein. In order to be eligible for coverage, the Employee must: (a) satisfy all of this Certificate's eligibility and effective date requirements; (b) be listed in Our and/or the Policyholder's records as a validly covered Employee under the Certificate; and all required premium payments have been made by or on behalf of the Employee.

The Employee and/or his or her dependents are not covered by any part of this Certificate for which he or she has waived coverage. Such a waiver of coverage is shown in Our and/or the Policyholder's records.

Policyholder: NORTHWEST MISSISSIPPI COMMUNITY COLLEGE

Group Policy Number: 00099233

The Guardian Life Insurance Company of America



Harris Oliner
Senior Vice President &
Corporate Secretary



Matthew Darula
Head of Product,
Strategy and Offerings

B442.0004

GC-ACC-18-MS

Please read this Certificate carefully. If You are not satisfied for any reason, You may return this Certificate to Us within 30 days from the date You receive it. If You return it within the 30 day period, this Certificate will be void from the beginning. We will refund any premium paid.

B442.0005

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GENERAL PROVISIONS

Applicable Benefits

This Certificate may include multiple benefit options and types of benefits.

- They were previously selected in an acceptable manner, such as an enrollment form or other required form; and
- We have received any required premium.

Limitation Of Authority

Only the President, a Vice President or a Secretary of Guardian, has the authority to act for Us in a written and signed statement to:

- Determine whether any Policy or Certificate is to be issued;
- Waive or alter any Policy or Certificate provisions, or any of Our requirements;
- Bind Us by any statement or promise relating to the Policy or Certificate issued, or to be issued; or
- Accept any information, or representation, which is not in a signed application.

Agents and brokers do not have the authority to change the Policy or Certificate, or waive any of its provisions.

Incontestability

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

In the event Your insurance is rescinded, We will refund premiums paid for the periods such insurance is void.

Examination

We have the right to have a Doctor of Our choice examine the person for whom a claim is being made under the Certificate as often as reasonably required. We will pay for all such examinations.

Overpayment Recovery

We will recover any benefit payments made if We overpaid a Covered Person. The Covered Person must repay Us in full. We have the right to recover an overpayment from any future benefits payable.

B442.0796

ELIGIBILITY FOR ACCIDENT COVERAGE - EMPLOYEE COVERAGE

Conditions of Eligibility

You are eligible for Accident coverage if You are:

- In an eligible class of Employees;
- An active Full-Time Employee;
- 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; and
- Working at least the minimum number of hours of an Employee in Your eligible class at:
  - o The Employer's place of business;
  - o Some place where the Employer's business requires You to travel; or
  - o Any other place You and the Employer have agreed upon for the performance of Your occupational duties.

You are **not** eligible for Accident coverage if You are

- A temporary or seasonal Employee.

Enrollment Requirement If You must pay all or part of the cost of Your coverage, We will not cover You until You enroll and agree to make the required payments.

The Service Waiting Period If You are in an eligible class, You are eligible for Accident coverage under this Plan after You complete the service waiting period, if any, established by the Employer.

Multiple Employment If You work for both the Employer and a covered associated company, or for more than one covered associated company, We will treat You as if only one firm employs You. You will not have multiple Accident coverages under this Plan. But, if this Plan uses the amount of Your earnings to set the rates, determine class, figure coverage amounts, or for any other reason, such earnings will be figured as the sum of Your earnings from all covered Employers.

B442.0009

All Options

When Employee Coverage Starts

Whether You must pay all or part of the cost of Your coverage, You must elect to enroll and agree to make the required payments before Your coverage will start. If You do this on or before Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You do this within 31 days after Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date.

B442.0016

All Options

On the date all or part of Your coverage is scheduled to start, You must be: (1) Actively At Work; (2) fully capable of performing the major duties of Your regular occupation; and (3) working Your regular number of hours. In that case, Your coverage will start at 12:01 A.M. Standard Time for Your place of residence on that date. In any other case, We will postpone the start of Your coverage until the date You: (a) return to Active Work; (b) are working Your regular number of hours; and (c) are fully capable of performing the major duties of Your regular occupation. Sometimes, a scheduled effective date is not a regularly scheduled work day. If the scheduled effective date falls: on a holiday; on a vacation day; on a non-scheduled work day; during a layoff of less than 90 days in duration; during an approved leave of absence not due to Sickness or Injury, of 90 days or less; or on a day during a period of absence that is less than 7 days in duration; and if: (a) You were fully capable of performing the major duties of Your regular occupation for the Employer on a Full-Time basis at 12:01 AM standard time for Your place of residence on the scheduled effective date; and (b) 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.

B442.0018

All Options

Exception to When Employee Coverage Starts

Transfer Business Exception: If due to Sickness or Injury, You are not Actively At Work and not working the minimum number of hours of an Employee in Your eligible class, on Your scheduled Eligibility Date, You will be insured for this Group Accident insurance if:

- You were insured under the Employer's prior group accident plan at the time the prior insurer's group accident plan ended and this Group Accident Plan became effective with Us, with no break in coverage;
- You were a member of an eligible class under the Employer's prior group accident plan and are eligible under this Certificate;
- Premiums for You were paid up to date for the Employer's prior group accident plan and this Certificate; You are not receiving or eligible to receive benefits under the Employer's prior group accident plan.
- You are not receiving or eligible to receive benefits under the Employer's prior group accident plan.

B442.0023

All Options

When Employee Coverage Ends

When Employee Coverage Ends

Your coverage will end on the first of the following dates:

- The date Your Active Work ends for any reason.
- The date You stop being an eligible Employee under this Certificate.
- The date You are no longer working in the United States, or no longer working outside the United States for a United States based Employer in a country or region approved by Us. Any incidental business or personal travel outside of the United States or outside of a country or region approved by Us, is covered. Such travel will be considered incidental if it is for a period not to exceed 30 consecutive days.
- The date the group Certificate ends, or is discontinued for a class of Employees to which You belong.
- The last day of the period for which required payments are made for You.
- The date you die.

You may have the right to continue certain group benefits for a limited time after Your coverage would otherwise end. Contact Your Employer regarding any continuation options available.

B442.0021

CONTINUATION OF COVERAGE

Coverage During Temporary Layoff or Leave of Absence

If Your Active Work ends because of a temporary layoff or leave of absence, You and Your Employer may agree to continue Your insurance, subject to continued payment of all required premium, until the earliest of:

- The end of the temporary layoff or leave of absence; or
- The end of the month of the leave or layoff plus 1 month(s) following the date the leave or layoff begins.
- The end of the time period covered under a severance agreement not to exceed 1 month(s).

Your Employer must notify Us of the date your Active Work ends and the date You return to Active Work. If You do not return to Active Work at the end of the approved layoff or leave of absence, Your coverage will end. See When Employee Coverage Ends for further explanation.

See Portability Privilege for continuing coverage when You are no longer covered under this Policy and Certificate.

B442.0022

Coverage During Family Leave of Absence

Important Notice This section may not apply to Your Employer's Plan. You must contact Your Employer to find out if he or she must allow for a family leave of absence under federal law. If he or she must allow for such leave, this section applies.

If Your Coverage Would End Your Accident coverage would normally end because You cease work due to an approved leave of absence. But, You may continue Your coverage if the leave has been granted to: (1) allow You to care for a seriously injured or ill spouse, child or parent; (2) after the birth or adoption of a child; (3) due to Your own serious health condition; or (4) because of a serious injury or illness arising out of the fact that Your spouse, child, parent or Next of Kin who is a Covered Service 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. To continue Your coverage, You will be required to pay the same share of the premium as You paid before the leave of absence.

When Continuation Ends

Continued coverage will end on 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 Service Member, 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 Policy is terminated or You are no longer eligible for coverage under this Certificate.
- The end of the period for which 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: (1) 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 (2) results in the call or order to, or retention on, active duty of members of the uniformed services under any provision of law or during a national emergency declared by the President or Congress.
- **Covered Service Member:** 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 is: (1) undergoing medical treatment, recuperation or therapy; (2) otherwise in outpatient status; or (3) otherwise on the temporary disability retired list.
- **Next Of Kin:** This term means Your nearest blood relative.
- **Outpatient Status:** This term means, in the case of a Covered Service Member, that he or she is assigned to: (1) a military medical treatment facility as an outpatient; or (2) 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 Sickness:** This term means, in the case of a Covered Service Member, an Injury or Sickness 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: (1) office; (2) grade; (3) rank; or (4) rating.

See Portability Privilege for continuing coverage when You are no longer covered under this Policy and Certificate.

Rehire

If You were previously covered under this Certificate and Your coverage ended, You will be eligible for insurance under this Certificate on the date You return to Active Work, provided You:

- Return to Active Work within 6 month(s) of the date Your coverage ended;
- Were covered for Group Accident under this Certificate on the day before Your coverage ended; and
- Enroll for coverage within 31 days of the date You return to Active Work.

Upon return to Active Work, a new Eligibility Date will be established according to the When Coverage Starts rules above.

Upon returning to Active Work, subject to the limitations noted under the Rehire provision of this Certificate, Your coverage under this Certificate will be reinstated at the amount of coverage in place prior to the coverage ending due to temporary layoff or leave of absence. Coverage will be re-established on the date You return to Active Work if all of the required conditions are satisfied. Employee coverage under this Certificate that is reinstated will not be subject to the waiting period established by the Employer, if any.

See Portability Privilege for continuing coverage when You are no longer covered under this Policy and Certificate.

B442.0024

ELIGIBILITY FOR ACCIDENT COVERAGE - DEPENDENT COVERAGE

Conditions of Eligibility

Your eligible dependents are Your spouse; and

- Unmarried dependent child, including:
  - o A newborn child, natural child, stepchild, grandchild(ren) who are dependents for federal income tax purposes at the time of application or a child placed with You for adoption or foster care who is under age 26; and
  - o A child who is incapable of self-support because of a physical or mental incapacity. See Continuing Coverage For Dependent Children Past the Limiting Age to remain an eligible dependent child.

Eligible dependent does not include anyone who is insured under this Certificate as the Employee.

Dependents Not Eligible

We exclude:

- A dependent who is on Active Duty in any armed force;
- A dependent who is covered by this Certificate as a/an Employee.

A child may be an eligible dependent of more than one Employee who is insured under this Certificate. In that case, the child may be insured for dependent Group Accident benefits by only one Employee at a time.

B442.0027

All Options

When Dependent Coverage Starts

When Dependent Coverage Starts

In order for Your dependent coverage to start, You must already be covered for Employee coverage, or enroll for Employee and dependent coverage at the same time.

Subject to all of the other terms of this Certificate, the date Your dependent coverage starts depends on when You elect to enroll Your dependents and agree to make any required payments.

When You enroll Your dependents, coverage begins on the later of Your Eligibility Date and the date You become covered for Employee coverage.

B442.0028

All Options

When Dependent Coverage Ends

When Dependent Coverage Ends

Dependent coverage ends for all of Your dependents as follows:

- Your Employee coverage ends;
- You stop being a member of a class of Employees eligible for such coverage;
- This Certificate ends, or dependent coverage is discontinued for a class of Employees to which You belong;
- The last day of the period for which required payments are made for Your dependent(s):
- For Your Spouse, at 12:01 A.M. on the date Your marriage ends in legal divorce or annulment;
- The date Your dependent dies.

B442.0035

All Options

When Dependent Coverage Ends

When Dependent Coverage Ends

Dependent coverage ends for all of Your dependents as follows:

- Your Employee coverage ends;
- You stop being a member of a class of Employees eligible for such coverage;
- This Certificate ends, or dependent coverage is discontinued for a class of Employees to which You belong;
- The last day of the period for which required payments are made for Your dependent(s):
- For Your child, this happens at 12:01 A.M. on the date the child attains this Certificate's age limit;
- The date Your dependent dies.

Continuing Coverage For Dependent Children Past the Limiting Age

Continuing Coverage For Dependent Children Past the Limiting Age

If You have an unmarried child:

- Incapable of independent living by reason of a mental, physical, or developmental disability; and
- Primarily dependent upon You for support and maintenance;

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Then, the child or children may remain eligible for dependent benefits past the age limit provided all the conditions shown below are satisfied.

Each such child:

- Must have a mental, physical, or developmental disability that began before he or she reached the dependent age limit;
- Became covered by this Certificate, or the prior carrier's group accident plan that it replaced, before he or she reached the dependent age limit, and remained continuously covered until he or she reached the age limit;
- Is unmarried and remains:
    - o Incapable of independent living; and
    - o Dependent upon You for most of his or her support and maintenance.

You must send Us written proof, and we approve such proof, of the child's disability and dependence within 31 days from the date he or she reaches the dependent age limit. After the two year period following the child's attainment of the age limit, We can ask for periodic proof that the child's condition continues, but We cannot ask for this proof more than once a year.

Any coverage provided under this section ends when Your coverage ends.

B442.0037

ACCIDENT BENEFITS

This Certificate will pay the benefits described below if a Covered Person sustains an Injury, or incurs a loss, as a result of a Covered Accident. The Covered Accident and/or treatment must occur on or after the date the Covered Person becomes insured by this Certificate. This Certificate pays no benefits other than what is specifically listed below.

We pay no benefits for any Accident that occurs before a person is a Covered Person under this Certificate.

Subject to a Covered Person's right to port this coverage, if a Covered Person's coverage under this Certificate ends for any reason other than non-payment of premium, We will pay benefits for the Covered Accident that occurs while a Covered Person is insured by this Certificate. The treatment must be performed within 90 days of the date the Covered Person's coverage ends.

B442.0038

All Options

Accidental Death We pay the amount shown in the Schedule of Benefits if the Covered Person sustains an Injury in a Covered Accident that causes the Covered Person's death. The Injury must cause the Covered Person's death within 90 days of the Covered Accident. If We pay this benefit, We will not pay the Accidental Death Common Carrier benefit.

If an Accidental Death and Accidental Dismemberment result from the same Covered Accident, We will pay the higher amount. This benefit is payable once per Covered Person per Covered Accident.

Accidental Death Common Carrier: We pay the amount shown in the Schedule of Benefits if the Covered Person's Accidental Death is due to a Covered Accident which occurs while riding as a fare-paying passenger in a Common Carrier. If We pay this benefit, We will not pay the Accidental Death benefit. This benefit is payable once per Covered Person per Covered Accident.

Accidental Death Common Disaster: We pay the increased amount shown in the Schedule of Benefits if both You and Your covered Spouse die in a Covered Accident or separate Covered Accidents within the same 24 hour period. The benefit increase applies to Your covered Spouse's benefit. This benefit is payable once per Covered Person per Covered Accident.

Accidental Dismemberment: We pay the amount shown in the Schedule of Benefits if a loss listed below is sustained by a Covered Person due to Injuries caused by a Covered Accident:

- "Loss of a hand" means the hand is completely severed at or above the wrist.
- "Loss of a foot" means the foot is completely severed at or above the ankle.

- "Loss of sight" means total and permanent loss of all sight in both eyes that is irrecoverable by natural, surgical or artificial means.
- "Loss of thumb and index finger of same hand" or "Loss of four fingers of same hand" means complete severance through or above the metacarpophalangeal joints of the same hand. This benefit is not payable if benefits have been paid for "Loss of a hand".
- "Loss of all toes on same foot" means complete severance at the metatarsophalangeal joint. This benefit is not payable if benefits have been paid for "Loss of a foot".

We will not pay more than $50,000.00 for all losses due to the same Covered Accident.

If an Accidental Death and Accidental Dismemberment result from the same Covered Accident, We will pay the higher amount. This benefit is payable once per Covered Person per Covered Accident.

Accidental Death Seatbelt and Airbag: We pay the seatbelt amount shown in the Schedule of Benefits if a Covered Person dies due to Injuries sustained in a Covered Accident while properly wearing a seatbelt. We will pay the Seatbelt & Airbag amount shown in the Schedule of Benefits if a Covered Person dies as a direct result of an automobile Accident while both properly wearing a seatbelt and sitting in a seat equipped with an airbag. We will not pay both the Seatbelt, and Seatbelt and Airbag benefit, for the same Covered Accident.

B442.0039

All Options

Air Ambulance We pay the amount shown in the Schedule of Benefits if a Covered Person is transported by Air Ambulance to or from a Hospital or between medical facilities for treatment of Injuries sustained as the result of a Covered Accident within 48 hours of a Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

B442.0041

All Options

Ambulance: We pay the amount shown in the Schedule of Benefits if a licensed ambulance company transports a Covered Person by ground, to or from a Hospital, or between medical facilities, for treatment of Injuries sustained as a result of a Covered Accident, within 90 days of a Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

B442.0049

All Options

Blood / Plasma / Platelets We pay the amount shown in the Schedule of Benefits if, as the result of a Covered Accident, a Covered Person receives a transfusion, administration, cross matching, typing and processing of Blood/Plasma/Platelets, within 90 days of the Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

B442.0042

All Options

Burn We pay the amount shown in the Schedule of Benefits if a Covered Person suffers one or more burns as a result of a Covered Accident, and is treated by a Doctor within 72 hours of the Covered Accident. If the burn(s) sustained by the Covered Person meets more than one of the burn classifications, We pay the higher amount. This benefit is payable once per Covered Person per Covered Accident.

Burn - Skin Graft We pay the amount shown in the Schedule of Benefits when grafting of the skin is necessary, as determined by a medical professional, for a burn that was payable under the Burn benefit. This benefit is payable once per Covered Person per Covered Accident.

B442.0043

All Options

Catastrophic Loss We pay the amount shown in the Schedule of Benefits if a Covered Person suffers a Catastrophic Loss within 365 days of a Covered Accident, due to Injuries sustained in a Covered Accident. This benefit is payable once per Covered Person per Covered Accident. If a Catastrophic Loss benefit is paid, an Accidental Dismemberment benefit will not be paid for the same, or attached body part.

B442.0044

All Options

Child Organized Sport We pay the additional amount shown in the Schedule of Benefits if the Covered Accident occurred while Your covered dependent child is participating in an Organized Sport. The child must be insured by this Certificate on the date the Covered Accident occurred. The covered dependent child must be 18 years of age or younger.

B442.0045

All Options

Chiropractic Visits We pay the amount shown in the Schedule of Benefits if, as the result of a Covered Accident, a Covered Person suffers a structural imbalance and receives Chiropractic Care Services by a chiropractor in a chiropractors office. Treatment must begin within 60 days after a Covered Accident and be completed within 180 days of the Covered Accident. We will pay a benefit for up to 6 visits per Covered Person per Covered Accident, but no more than 12 visits per calendar year.

B442.0046

All Options

Coma We pay the amount shown in the Schedule of Benefits if, as the result of a Covered Accident, a Covered Person is in a Coma lasting at least 7 consecutive days characterized by the absence of eye opening, verbal response, and motor response. The condition must require intubation for respiratory assistance, and be diagnosed or treated by a Doctor within 90 days of the Covered Accident. This benefit is not payable for a medically-induced Coma. If a Coma and Traumatic Brain Injury result from the same Covered Accident, We will pay the higher amount.

B442.0047

All Options

Concussions We pay the amount shown in the Schedule of Benefits if a Covered Person sustains a concussion as the result of a Covered Accident, and is diagnosed within 72 hours of the Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

B442.0048

All Options

Concussion Baseline Study We pay the amount shown in the Schedule of Benefits if a covered dependent child 18 years of age or younger completes a baseline concussion test.

As a preventive measure, these baseline tests are typically taken prior to a sport season when an athlete has not yet had exposure to training and/or competition. In the event a concussion is sustained during the season, the same test ("post-injury") is taken again by the athlete, yielding comparative scores from before and after the Injury.

These baseline tests and post-injury tests are computerized assessments that measure reaction time, memory capacity, speed of mental processing, and executive functioning of the brain. They also record baseline concussion symptoms and provide extensive information about the athlete's history with concussions.

This benefit is payable once per covered dependent child per year. We do not pay a benefit for "post-injury" tests.

B442.0053

All Options

Dislocations We pay the amount shown in the Schedule of Benefits if a Covered Person is Injured and suffers a Dislocation as a result of a Covered Accident. A Dislocation must be diagnosed by a Doctor within 90 days of the Covered Accident. The Dislocation must be corrected by open (surgical) or closed (non-surgical) reduction.

For multiple Dislocations due to the same Covered Accident, We will pay no more than 2 times the benefit amount for the joint involved with the highest benefit amount.

For partial Dislocation, We will pay 25% of the benefit shown in the Schedule of Benefits for a closed reduction.

We will pay this benefit only for the first Dislocation of a joint per Covered Person per Covered Accident; subsequent Dislocations of the same joint will not be covered for the same Covered Accident.

B442.0050

All Options

Diagnostic Exam (Major) We pay the amount shown in the Schedule of Benefits if a Covered Person receives one of the following imaging studies due to a Covered Accident: Computerized Tomography (CT scan), computerized axial tomography (CAT), magnetic resonance imaging (MRI or electroencephalography (EEG). The imaging study must be prescribed by a Doctor and performed in a Doctor's office or Hospital within 90 days of the Covered Accident, on an Inpatient or outpatient basis. This benefit is payable once per Covered Person per Covered Accident.

B442.0051

All Options

Doctor Follow-Up Visit We pay the amount shown in the Schedule of Benefits if a Covered Person requires additional follow up treatments (not including Outpatient Therapies) after initial Emergency Room treatment or Initial Doctor's Office/Urgent Care Facility Treatment. This benefit is payable to a Covered Person for up to 6 treatments per Covered Accident. The follow-up treatment must be provided by a Doctor in a Doctor's office or in a Hospital on an outpatient basis. Treatment must begin within 60 days from initial treatment from a Covered Accident and be completed within 365 days.

B442.0052

All Options

Emergency Dental Work We pay the amount shown in the Schedule of Benefits if a Covered Person suffers a broken tooth as the result of a Covered Accident, and it is repaired by a Dentist using a dental crown and/or dental extraction. The dental services must begin within 60 days of the Covered Accident. One dental crown and one dental extraction is payable once per Covered Person per Covered Accident.

B442.0054

All Options

Emergency Room Treatment

We pay the amount shown in the Schedule of Benefits if a Covered Person is examined or treated by a Doctor in a Hospital Emergency Room for the initial treatment of Injuries sustained in a Covered Accident within 72 hours after the Covered Accident. This benefit is payable once per Covered Person per Covered Accident. We will not pay the Emergency Room Treatment benefit and the Initial Doctor's Office/Urgent Care Facility benefit for the same Covered Accident.

B442.0055

All Options

Epidural Anesthesia Pain Management

We pay the amount shown in the Schedule of Benefits if a Covered Person is prescribed and receives an epidural administered for pain management as a result of a Covered Accident. The epidural must be administered in a Hospital or Doctor's office and is payable twice per Covered Person per Covered Accident. This benefit is not payable for an epidural administered during a surgical procedure.

B442.0056

All Options

Eye Injury

We pay the amount shown in the Schedule of Benefits if a Covered Person suffers an Eye Injury as the result of a Covered Accident. The Eye Injury must require surgery or the removal of a foreign object by a Doctor within 90 days of a Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

B442.0057

All Options

Family Care

We pay the amount shown in the Schedule of Benefits if a Covered Person is confined in a Hospital, ICU or Alternate Care or Rehabilitative Facility as the result of a Covered Accident and the Covered Person has a child or children attending a Child Care Center. The benefit is payable for each child attending a Child Care Center while the Covered Person is confined. The child attending the Child Care Center does not need to be insured under this Certificate for Accident coverage, but must meet the eligibility requirements found in the Dependent Eligibility section. This benefit is payable for up to 30 days within 365 days of the Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

B442.0058

All Options

Fracture (Bone) We pay the amount shown in the Schedule of Benefits if a Covered Person suffers a Fracture as a result of a Covered Accident and it is diagnosed within 90 days of the Covered Accident. The Fracture must require open (surgical) or closed (non-surgical) reduction by a Doctor. This benefit is payable for up to 2 Fracture(s) per Covered Person per Covered Accident. If there are more than 2 Fractures, We will pay the highest two benefit amounts per Covered Accident. We pay 25% of the amount shown in the Schedule of Benefits for the closed reduction of a bone with a chip Fracture that was a result of a Covered Accident.

B442.0059

All Options

Gunshot Wound We pay the amount shown in the Schedule of Benefits if a Covered Person suffers a Gunshot Wound in a Covered Accident in which the Covered Person did not intentionally shoot himself/herself and which does not cause the Covered Person to die. It must be caused by a shot from a conventional firearm.

A "conventional firearm" is a weapon which fires a shot (bullet) by gun powder or compressed gas. The Gunshot Wound must require treatment by a Doctor, including overnight care in a Hospital, within 24 hours after the Covered Accident. If the Covered Person is shot more than once in a 24 hour period, We will pay benefits only for the first wound. We do not pay a benefit under this provision for wounds caused by a shot from spring-loaded (BB) guns, compressed air pellet guns, paint ball guns or catapult type (cross-bow, dart, etc.) guns.

If, within 90 days, the Covered Person loses a finger/toe, a hand/foot or the sight of an eye or eyes or dies as the result of the same Gunshot Wound, We will pay only one benefit. We will pay the largest applicable benefit. If We paid a benefit for a Gunshot Wound and then receive a claim for Accidental Death or Dismemberment benefit, We will subtract what We paid for the Gunshot Wound from the Accidental Death or Dismemberment benefit amount due.

B442.0060

All Options

Hospital Admission We pay the amount shown in the Schedule of Benefits if a Covered Person is admitted to a Hospital within 180 days of a Covered Accident. This benefit is payable once per Covered Person per Covered Accident. If the Covered Person is admitted to a Hospital or a Hospital Intensive Care Unit for the same Covered Accident within 30 days of an Admission for which a benefit was payable, We will treat this later Admission as a continuation of the previous Admission and no additional benefit will be paid. If more than 30 days have passed between the periods of Hospital or Hospital Intensive Care Unit Admission, We will treat this later Admission as a new and separate Hospital or Hospital Intensive Care Unit Admission. This benefit is not payable for Emergency Room treatment, Outpatient Treatment, or a Hospital stay less than 20 hours in an observation unit, or when a charge for room and board is not made. We will not pay the Hospital Admission and Hospital Intensive Care Unit Admission benefits for the same Covered Accident. We will pay the higher of the Hospital Admission or the Hospital Intensive Care Unit Admission benefit if both occur on the same day for the same Covered Accident.

B442.0061

All Options

Hospital Confinement We pay the amount shown in the Schedule of Benefits if a Covered Person is confined to a bed in a Hospital as an Inpatient within 180 days of a Covered Accident. This benefit is payable up to 365 days per Covered Person per Covered Accident. This benefit is not payable for a Hospital stay less than 20 hours. We do not pay the Hospital Confinement or Hospital Intensive Care Unit Confinement benefit on the same day as the Hospital Admission or Hospital Intensive Care Unit Admission. We will pay the higher of the Hospital Confinement or Intensive Care Unit Confinement benefit if both occur on the same day.

B442.0062

All Options

Hospital Intensive Care Unit Admission

We pay the amount shown in the Schedule of Benefits if a Covered Person is admitted directly to a Hospital Intensive Care Unit within 30 days of a Covered Accident. This benefit is payable once per Covered Person per Covered Accident. If the Covered Person is admitted to a Hospital or a Hospital Intensive Care Unit for the same Covered Accident within 30 days of an Admission for which a benefit was payable, We will treat this later Admission as a continuation of the previous Admission and no additional benefit will be paid. If more than 30 days have passed between the periods of Hospital or Hospital Intensive Care Unit Admission, We will treat this later Admission as a new and separate Hospital or Hospital Intensive Care Unit Admission. This benefit is not payable for Emergency Room treatment, Outpatient Treatment, or a Hospital stay less than 20 hours in an observation unit, or when a charge for room and board is not made. We will not pay the Hospital Admission and Hospital Intensive Care Unit Admission benefits for the same Covered Accident. We will pay the higher of the Hospital Admission or the Hospital Intensive Care Unit Admission benefit if both occur on the same day for the same Covered Accident.

B442.0063

All Options

Hospital Intensive Care Unit Confinement

We pay the amount shown in the Schedule of Benefits if a Covered Person is confined to a Hospital Intensive Care Unit within 30 days of a Covered Accident. This benefit is payable up to 15 days per Covered Person per Covered Accident. This benefit is not payable for a Hospital Intensive Care Unit stay less than 20 hours. We do not pay the Hospital Confinement or Hospital Intensive Care Unit Confinement benefit on the same day as the Hospital Admission or Hospital Intensive Care Unit Admission.

We will pay the higher of the Hospital Confinement or Intensive Care Unit Confinement benefit if both occur on the same day.

B442.0064

All Options

Initial Doctor's Office/Urgent Care Facility Treatment

We pay the amount shown in the Schedule of Benefits if a Covered Person is examined or treated by a Doctor in a Doctor's office or Urgent Care Facility for the initial treatment from a Covered Accident. The initial treatment must begin within 30 days after the Covered Accident. This benefit is payable once per Covered Person per Covered Accident. We will not pay the Emergency Room Treatment benefit and the Initial Doctor's Office/Urgent Care Facility benefit for the same Covered Accident.

B442.0065

All Options

Joint Replacement We pay the amount shown in the Schedule of Benefits if a Covered Person requires a hip, knee, or shoulder Joint Replacement as a direct result of a Covered Accident. The Joint Replacement must be scheduled by a Doctor within 90 days of a Covered Accident and is payable once per Covered Person per Covered Accident.

B442.0066

All Options

Knee Cartilage We pay the amount shown in the Schedule of Benefits if a Covered Person tears, ruptures or severs knee cartilage (meniscus) as the direct result of a Covered Accident and requires surgical repair. Treatment by a Doctor must begin within 60 days after the Covered Accident and be repaired through surgery within 365 days. This benefit is payable only once per Covered Person per Covered Accident.

B442.0067

All Options

Laceration We pay the amount shown in the Schedule of Benefits if a Covered Person sustains a Laceration as a result of a Covered Accident, and it is repaired by a Doctor within 72 hours of the Covered Accident. The amount We pay will be based on the total length of all Lacerations received in any one Covered Accident which require repair. This benefit is payable once per Covered Person per Covered Accident for a Laceration:

- With no sutures; and
- Which requires sutures.

B442.0068

All Options

Lodging We pay the amount shown in the Schedule of Benefits for a Companion's hotel/motel stay during the period of time a Covered Person is confined to the Hospital as the direct result of a Covered Accident. This benefit is payable up to 30 days per Covered Person per Covered Accident and is only payable while the Covered Person is confined to the Hospital. The Hospital must be more than 50 miles from the residence of the Covered Person.

B442.0069

All Options

Medical Appliance

We pay the amount shown in the Schedule of Benefits if a Doctor requires and prescribes an appliance for a Covered Person as a direct result of a Covered Accident.

An appliance includes wheelchairs; a brace for back, leg or neck; cane, crutches, walkers, and walking boots that extend above the ankle. We will not pay for casts, splints, slings or an arm/hand/wrist brace. The medical prescription for the appliance must begin within 90 days of a Covered Accident.

We limit what We pay for all Medical Appliances combined, per Covered Person per Covered Accident, to the amount shown in the Schedule of Benefits.

B442.0070

All Options

Outpatient Therapy

We pay the amount shown in the Schedule of Benefits if a Covered Person requires Cognitive Behavioral, Occupational, Physical, Respiratory, Speech or Vocational therapy due to a Covered Accident. Therapy must begin within the later of: (a) 60 days from the Covered Accident; or (b) 60 days from any required surgery. Therapy must be completed within 6 month(s), and be performed by a licensed Cognitive Behavioral, Occupational, Physical, Respiratory, Speech or Vocational Therapist. This benefit is payable up to 10 treatment(s) per Covered Person per Covered Accident.

B442.0071

All Options

Post-Traumatic Stress Disorder

We pay the amount shown in the Schedule of Benefits if a Covered Person is diagnosed with Post-Traumatic Stress Disorder (PTSD) that is triggered by a Covered Accident for which We paid a benefit. PTSD is a mental health condition, and for this benefit to be payable, it must meet the diagnostic criteria for PTSD, stipulated in the Diagnostic and Statistical Manual of Mental disorders IV (DSM IV-TR), or the most current version, and a Covered Person must be under the active care of either a psychiatrist or Ph.D.-level psychologist.

This benefit is payable only once per Covered Person per Covered Accident.

B442.0072

All Options

Prosthetic Device/Artificial Limb

We pay the amount shown in the Schedule of Benefits if a Covered Person receives one or more Prosthetic Devices/Artificial Limbs as prescribed by a Doctor for functional use due to the loss of a limb, hand, or foot as a direct result of a Covered Accident. The device or limb must be prescribed within 365 days of the Covered Accident and is payable once per Covered Person per Covered Accident. This benefit is not payable for hearing aids, dental aids (including false teeth), eyeglasses, or cosmetic prostheses such as hair wigs.

B442.0073

All Options

Reasonable Accommodation to Home or Vehicle

We pay the amount shown in the Schedule of Benefits if a Covered Person requires modification to his or her place of residence or vehicle if he or she suffers an Accidental Dismemberment or Catastrophic Loss due to a Covered Accident. The modification must be made within 2 year(s) of the Covered Accident and is payable once per Covered Person per Covered Accident.

B442.0074

All Options

Rehabilitation Facility Confinement

We pay the amount shown in the Schedule of Benefits if a Covered Person is confined to a Rehabilitation Facility due to a Covered Accident. This benefit is payable up to 15 days per Covered Person per Covered Accident but cannot exceed 30 days per calendar year. We will not pay the Rehabilitation Facility Confinement and the Hospital Confinement benefits for the same day.

B442.0075

All Options

Ruptured Disc with Surgical Repair

We pay the amount shown in the Schedule of Benefits if a Covered Person suffers a ruptured disc in his or her spine as a direct result of a Covered Accident. The ruptured disc must be treated by a Doctor within 60 days of the Covered Accident and be surgically repaired within 365 days of the Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

B442.0076

All Options

Surgery (cranial, open-abdominal, thoracic, hernia)

We pay the amount shown in the Schedule of Benefits if a Covered Person undergoes cranial, open-abdominal, thoracic, or hernia surgery as a direct result of a Covered Accident. Cranial, open-abdominal, and thoracic surgery must be performed within 72 hours from the initial treatment from the Covered Accident. Hernia surgery must be diagnosed within 30 days of Covered Accident and surgery must be performed within 60 days from the initial treatment from the Covered Accident. If more than one surgery is performed, We pay the benefit with the highest dollar amount. Surgeries can be performed in a Hospital, Emergency Room, Doctor's Office or an appropriate outpatient facility. This benefit is payable once per Covered Person per Covered Accident.

B442.0077

All Options

Surgery (Exploratory and Arthroscopic)

We pay the amount shown in the Schedule of Benefits if a Covered Person undergoes exploratory or arthroscopic surgery as a direct result of a Covered Accident. The surgery must take place within 60 days from the initial treatment from the Covered Accident. Surgeries can be performed in a Hospital, Emergency Room, Doctor's Office or an appropriately licensed outpatient facility. Hernia repair is not covered under this benefit. This benefit is not payable if the Surgery or Tendon/Ligament/Rotator Cuff benefits are payable for the same surgery. This benefit is payable once per Covered Person per Covered Accident.

B442.0078

All Options

Tendon / Ligament / Rotator Cuff

We pay the amount shown in the Schedule of Benefits if a Covered Person sustains a torn, ruptured or severed tendon, ligament, or rotator cuff as the direct result of a Covered Accident. Treatment must be initiated within 60 days of the Covered Accident and the condition must be repaired through surgery within 365 days of the Covered Accident. Surgery can be performed in a Hospital, Emergency Room, Doctor's Office or an appropriate outpatient facility. This benefit is payable once per Covered Person per Covered Accident.

B442.0079

All Options

Transportation

We pay the amount shown in the Schedule of Benefits if a Covered Person must travel more than 50 miles one way to receive special treatment at a Hospital or free standing treatment facility as a direct result of a Covered Accident. The treatment must be prescribed by a Doctor and not available locally. This benefit is payable 3 times per Covered Person per Covered Accident and is not payable if Transportation is provided by Ambulance or Air Ambulance.

B442.0080

All Options

Traumatic Brain Injury

We pay the amount shown in the Schedule of Benefit if a Covered Person is diagnosed with a Traumatic Brain Injury which is a direct result of a Covered Accident.

A Traumatic Brain Injury is a nondegenerative, non-congenital injury to the brain from an external non-biological force, requiring Hospital Confinement for 48 hours or more, and resulting in a permanent neurological deficit with significant loss of muscle function and persistent clinical symptoms. Traumatic Brain Injury must be positively diagnosed by a Doctor based upon documented neurological deficits and confirmatory neuroimaging studies.

A Concussion is not a Traumatic Brain Injury.

If a Coma and Traumatic Brain Injury result from the same Covered Accident, We will pay the higher amount.

This benefit is payable once per Covered Person per Covered Accident.

B442.0081

All Options

X-Ray We pay the amount shown in the Schedule of Benefits if a Covered Person receives a series of X-Rays as the direct result of a Covered Accident. The X-rays must be prescribed by a Doctor and performed in a Doctor's office or a Hospital or an Urgent Care Facility on an Inpatient or outpatient basis and performed within 90 days of the Covered Accident. This benefit is payable once per Covered Person per Covered Accident. By "series", we mean one or more X-rays performed within a 24-hour period.

B442.0082

ACCIDENT CLAIM PROVISIONS

The Covered Person's right to make a claim for Group Accident Insurance Benefits provided by this Certificate is governed as follows:

Administration: We have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine a Covered Person's eligibility for benefits under this Certificate.

We will:

- Obtain only such information that is necessary to evaluate a claim for benefits. This information will be obtained as set forth herein with respect to Notice and Proof of Loss.
- Consider and interpret the terms of this Certificate and all information obtained by Us and submitted that relates to a claim for benefits and make a determination based on that information and in accordance with the terms of this Certificate and applicable state law.
- If a claim is approved, review the determination as often as is reasonably necessary to determine continued eligibility for benefits.
- If a claim is denied, provide the claimant, within a reasonable period of time, a written notification of an adverse determination. Such notification will include the specific reason(s) for the adverse determination.

Notice: Written Notice of intent to file a claim under this Certificate must be sent to Us within 30 days of the date of the loss. This Notice should include the name of the Covered Person and the Policy number. For details, the Covered Person can call Us at 1-800-268-2525. We will not void or reduce a claim if We do not receive Notice within the required time. Notice must be sent as soon as reasonably possible.

Proof of Loss: The Covered Person must send written Proof of Loss to Our designated office within 90 days of the loss. We will not void or reduce a claim if We do not receive Proof of Loss within the required time. Proof of Loss must be sent as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Claim Forms: Upon request, We will furnish forms for filing Proof of Loss or Proof of death within 15 days of receipt of notice. If We do not furnish the forms, We will accept a written Notice and adequate Proof of Loss or Proof of death that is the basis of the claim.

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

The Guardian Life Insurance Company of America
Group Accident Claims Department
P.O. Box 14315
Lexington, KY 40512

Payment Of Benefits: We will pay Accident benefits as soon as We receive written Proof of Loss.

We will pay Accident benefits not later than twenty-five (25) days after the date We actually receive an electronic claim. We shall pay the appropriate benefit in full, or any portion of the claim that is clean, and notify You of the reasons why the claim or portion thereof is not clean and will not be paid, and what substantiating documentation and information is required to adjudicate the claim as clean. Not later than thirty-five (35) days after the date We actually receive a paper claim, We shall pay the appropriate benefit in full, or any portion of the claim that is clean, and notify You of the reasons why the claim or portion thereof is not clean and will not be paid, and what substantiating documentation and information is required to adjudicate the claim as clean. Any claim or portion thereof resubmitted with the supporting documentation and information requested by Us shall be paid within twenty (20) days after receipt.

If the claim is not denied for valid and proper reasons by the end of the applicable time period, We must pay You interest on accrued benefits at the rate of one and one-half percent (1 1/2 %) per month accruing from the day after payment was due on the amount of the benefits that remain unpaid until the claim is finally settled or adjudicated. Whenever interest due pursuant to this provision is less than One Dollar ($1.00), such amount shall be credited to the account of the person or entity to whom such amount is owed.

In the event We fail to pay benefits when due, the person entitled to such benefits may bring action to recover such benefits, any interest which may accrue as provided in this subsection and any other damages as may be allowable by law.

Unless otherwise required by law or regulation, We pay all Accident benefits to the Covered Person if living.

If the Covered Person is not living, We have the right to pay all Accident benefits to one of the following: estate; Spouse; parent; child; or brother or sister of the Covered Person.

Change of Beneficiary: If the Covered Person has named a beneficiary, the beneficiary designation should be maintained by Your Employer. The Covered Person has the right to change the beneficiary.

Legal Actions: No legal action against Guardian related to this Certificate may be brought until 60 days from the date Proof of Loss has been given as shown above. No legal action may be brought against Guardian related to claims for benefits under this Certificate after 3 years from the date of the final benefit determination.

Workers' Compensation: The Accident benefits provided by this Certificate are not in place of and do not affect requirements for coverage by Workers' Compensation.

B442.0797

EXCLUSIONS

This Certificate will not pay benefits for any Injury or Accident caused by, or related directly or indirectly to:

- Sickness, disease, mental infirmity or medical or surgical treatment.
- Voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless:
  - (1) it was prescribed for a Covered Person by a Doctor, and
  - (2) it was used as prescribed. In the case of a non-prescription drug, this Certificate does not pay for any Accident resulting from or contributed to or by use in a manner inconsistent with package instructions. "Controlled substance" means 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.
- The Covered Person being legally intoxicated.
- Declared or undeclared war, act of war, or armed aggression.
- Service in the armed forces, National Guard, or military reserves of any state or country.
- Taking part in a riot or insurrection.
- Participation in the commission of a felony.
- Treatment rendered, or hospital confinement, outside the United States, or its possessions or Canada.
- Intentional self-inflicted Injury.
- Suicide or attempted suicide.
- Travel or flight in any kind of aircraft, including any aircraft owned by, or for the, Covered Person, except as a fare-paying passenger on a Common Carrier.
- Participation in any kind of sporting activity for compensation or profit, including coaching or officiating.
- Riding in, or driving any motor-driven vehicle in a race, stunt show or speed test.
- Participation in hang gliding, bungee jumping, sail gliding, parasailing, parakiting, ballooning, parachuting, zorbing or skydiving.
- An Accident that occurs before the Covered Person is covered by this Certificate.
- Injuries to a dependent child received during birth.

B442.1836

All Options

DEFINITIONS

This section defines certain terms appearing in Your Certificate.

B442.0088

All Options

Accident: This term means an event or occurrence that was not reasonably foreseeable, or that could not have been reasonably expected or anticipated. The term Accident does not include a Sickness.

B442.0089

All Options

Accidental Death: This term means death caused by an Accident independent of Sickness, bodily infirmity, or any other cause and which is not excluded under the Exclusions section.

B442.0090

All Options

Active Work or Actively at Work: These terms mean Your performance of all the duties that pertain to Your work at the place: (1) where it is normally done; or (2) where it is required to be done by Your Employer.

B442.0091

All Options

Alternate Care Facility: This term means a facility that is licensed according to state and/or local laws to provide skilled care, intermediate care, intermingled care, custodial care, or rehabilitative care as an alternative to care at a Hospital.

B442.0092

All Options

Catastrophic Loss: This term means the aggregate impact of loss or loss from, but not limited to, the following: a loss of cognitive function, loss of speech and hearing (both ears), a quadriplegia, hemiplegia or paraplegia.

B442.0093

All Options

Certificate: This term means the Guardian group Accident insurance plan that covers You and Your dependents, if insured.

B442.0094

All Options

Child Care Center: This term means a program of child care which: (1) is provided in a facility that is licensed as a day care center or is operated by a licensed day care provider; and (2) charges a fee for the care of children. The term does not include child care provided by a: (a) parent; (b) stepparent; (c) grandparent; (d) sibling; (e) aunt; or (f) uncle.

B442.0095

All Options

Chiropractic Care Services: This term means spinal manipulation by a licensed chiropractor to correct a structural imbalance caused by a Covered Accident. This does not include services for massage therapy or treatment of chronic conditions or other Injuries not related to structural imbalance.

B442.0096

All Options

Cognitive Behavioral Therapist: This term means a person, other than Covered Person or a family member, who: 1) has a Masters or Doctoral degree in psychology, counseling, social work, psychiatry, or related field; 2) is certified by The National Association of Cognitive-Behavioral Therapists; 3) performs services which are allowed by his or her certificate; and 4) performs services for which benefits are provided by this Certificate.

B442.0097

All Options

Cognitive Behavioral Therapy (CBT): This term means a type of psychotherapy. CBT helps one become aware of inaccurate or negative thinking in order to view challenging situations, such as recovering from an Accident, more clearly and respond to them in a more effective way.

B442.0098

All Options

Coma: This term means a state of complete mental unresponsiveness, due to Injury, with no evidence of appropriate responses to stimulation, as diagnosed by a Doctor.

B442.0099

All Options

Common Carrier: This term means any land, air or water conveyance operated under a license to transport passengers for hire.

B442.0100

All Options

Companion: This term means a Spouse, domestic partner, civil union partner, sibling, child, parent, grandparent, or any primary caregiver.

B442.0101

All Options

Covered Accident: This term means an Accident that:

- Occurs while a Covered Person's coverage under this Certificate is in effect;
- Results in a bodily Injury; and
- Is not otherwise excluded under the terms of this Certificate.

B442.0102

All Options

Covered Person: This term means the Employee or dependent insured by this Certificate.

B442.0134

All Options

Dentist: This term means a licensed Dentist, operating within the scope of his or her license, in the state in which he or she is licensed.

B442.0104

All Options

Dislocation: This term means a completely separated joint due to an Injury. A partial Dislocation means the joint is misaligned but not completely dislocated, as diagnosed by a Doctor.

B442.0105

All Options

Doctor: This term means any medical practitioner We are required by law to recognize as a physician. He or she must: (1) be properly licensed or certified by the laws of the state where he or she practices; and (2) provide services that are within the lawful scope of his or her practice.

B442.0106

All Options

Eligibility Date: For Employee coverage, this term means the earliest date You are eligible for coverage under this Certificate. For dependent coverage, this term means the earliest date on which: (1) You have dependents; and (2) are eligible for dependent coverage.

B442.0135

All Options

Emergency Room: This term means a department of the Hospital that is designated for emergency care. This area must be staffed and equipped to handle trauma, be supervised and provide treatment by Doctors, and provide care seven days per week, 24 hours per day.

B442.0109

All Options

Employee: This term means a person who works for the Employer and whose income is reported to the United States Internal Revenue Service, and/or a state, for tax purposes.

B442.0110

All Options

Employer: This term means the entity that purchased the Policy.

B442.0111

All Options

Epidural Anesthesia: This term means a form of regional anesthesia involving injection of drugs through a catheter placed into the epidural space. The epidural must be administered due to a Covered Accident and does not include treatment for childbirth or diseases.

B442.0112

All Options

Fracture: This term means a partial or complete break of a bone that can be determined by a diagnostic exam. A chip Fracture is a Fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

B442.0113

All Options

Full-Time: This term means You regularly work at least the number of hours in the normal work week set by the Employer for Full-Time work at: (1) Your Employer's place of business: (2) some place where the Employer's business requires You to travel; or (3) any other place You and Your Employer have agreed upon for the performance of occupational duties.

B442.0114

All Options

Hospital: This term means a short-term, acute care general facility, which:

- Is primarily engaged in providing, by or under the continuous supervision of Doctors, to Inpatients diagnostic services and therapeutic services for diagnosis, treatment and care of sick or injured persons;
- Has organized departments of medicine and major surgery;
- Has a requirement that every patient must be under the care of a Doctor or Dentist;
- Provides 24 hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- Is duly licensed by the agency responsible for licensing such Hospitals; and
- Is not, other than incidentally: (a) a place of rest; (b) a place primarily for the treatment of tuberculosis; (c) a place for the aged; (d) a place for drug addicts or alcoholics; or (e) a place for convalescent, custodial, educational or rehabilitative care.

B442.0115

All Options

Hospital Intensive Care Unit: This term means a designated area of a Hospital that:

- Provides the highest quality of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care;
- Is separate and apart from the surgical recovery room and from rooms, beds, wards, and units customarily used for patient confinement;
- Is permanently equipped with special lifesaving equipment for the care of the critically ill or injured;

Is under continuous observation by a specially trained nursing staff assigned exclusively to the intensive care unit on a 24 hour basis and is assigned a Doctor on a full-time basis.

B442.0116

All Options

Injury: This term means unintentional physical damage or harm caused directly by an Accident and not due to Sickness, disease or any other causes. The Injury must occur while a Covered Person is insured under this Certificate.

B442.0117

All Options

Inpatient: This term means a patient who is admitted to a Hospital.

B442.0118

All Options

Occupational Therapist: This term means a person, other than the Covered Person or a family member, who: 1) possesses the designation "Occupational Therapist, Registered (OTR)"; 2) is licensed by the state to practice Occupational Therapy; 3) performs services which are allowed by his or her license; and 4) performs services for which benefits are provided by this Certificate.

B442.0119

All Options

Occupational Therapy: This term means the treatment of a person by means of constructive activities designed and adapted to promote the restoration of a Covered Person's ability to satisfactorily accomplish the ordinary tasks of daily living, and those tasks required by a Covered Person's particular occupational role. Occupational Therapy does not include diversional, recreational, vocational therapies (i.e. hobbies, arts and crafts).

B442.0120

All Options

Organized Sport This term means a sport activity that is governed by an organization and requires formal registration to participate. Proof of registration will be required at claim time.

B442.0121

All Options

Outpatient Treatment: This term means medical services that a Covered Person receives when not confined as an Inpatient in a Hospital.

B442.0122

All Options

Physical Therapist: This term means a person, other than a Covered Person or a family member, who: 1) is licensed by the state to practice Physical Therapy; 2) performs services which are allowed by his or her license; 3) performs services for which benefits are provided by this Certificate and 4) practices according to the code of ethics of the American Physical Therapy Association.

B442.0124

All Options

Physical Therapy: This term means treatment by physical means, hydrotherapy, heat, or similar modalities, physical agents, bio-mechanical and neuro-physiological principles and devices. Such therapy is given to relieve pain, restore function, and to prevent disability following Injury or loss of a body part.

B442.0125

All Options

Policy: This term means the Guardian Group Accident Insurance Policy purchased by the Policyholder.

B442.0126

All Options

Rehabilitation Facility: This term means an appropriately licensed facility or separate section of a Hospital that provides rehabilitation care services on an Inpatient basis and is designated, staffed and equipped to provide restorative services under the supervision of a trained and experienced rehabilitation Doctor. A Rehabilitation Unit is not: a nursing home; an extended care facility; a skilled nursing facility; a rest home or home for the aged; a hospice care facility; a place for alcoholics or drug addicts; or an assisted living facility.

B442.0127

All Options

Respiratory Therapist: This term means a person, other than a Covered Person or a family member, who: 1) is a specialized healthcare practitioner trained in pulmonary medicine in order to work therapeutically with people suffering from pulmonary disease; 2) has graduated from a technical college with a certification in Respiratory Therapy; 3) has passed a national board certifying examination and performs services which are allowed by his or her certification; and 4) performs services which are covered by this Certificate. The NBRC (National Board for Respiratory Care) is the not for profit organization responsible for credentialing the seven areas of Respiratory Therapy.

B442.0128

All Options

Respiratory Therapy: This term means exercises and treatments that help patients recover lung function, such as after surgery.

B442.0136

All Options

Sickness: This term means a disease, illness or other condition not related to Injury, including diseases or infections except when due to an accidental cut or wound.

B442.0129

All Options

Spouse: This term means the person to whom You are legally married, as recognized and allowed by federal law, or state law in Your state of residence or the state in which the marriage was recorded.

B442.0137

All Options

Urgent Care Facility: This term means a health care facility that is organizationally separate from a Hospital and whose primary purpose is the offering and provision of immediate, short-term medical care, without appointment, for urgent care.

B442.0131

All Options

We, Us, Our and Guardian: These terms mean The Guardian Life Insurance Company of America.

B442.0132

All Options

You or Your: These terms mean the insured Employee.

B442.0133

All Options

SCHEDULE OF BENEFITS

EMPLOYEE ACCIDENT COVERAGE

This Schedule of Benefits is attached to the Certificate and is effective the later of: 1) the Policy Effective Date or; 2) the Effective Date of any amendment. This Schedule of Benefits replaces any previously issued Schedule of Benefits.

For more details regarding limitations and the number of benefit payments per Covered Accident please refer to the ACCIDENT BENEFITS section of the Certificate.

All Options

Accident Benefit	Benefit Levels
All Options	
Accidental Death	Yourself: $50,000.00 Your Spouse: $25,000.00 Your Children: $12,500.00
All Options	
Accidental Death Common Carrier	200% of the Accidental Death benefit amount
All Options	
Accidental Death Common Disaster	200% of the Spouse Accidental Death benefit amount
All Options	
Accidental Dismemberment	Loss of a hand, foot or sight: 50% of Accidental Death benefit. **Multiple Losses of hand, foot or sight:** For more than one covered loss due to the same Accident, We will pay 100% of the Accidental Death benefit. Loss of thumb and index finger of same hand, or loss of four fingers of same hand: 25% of Accidental Death benefit. Loss of all toes of same foot: 25% of Accidental Death benefit. We will not pay more than $50,000.00 for all losses due to the same Covered Accident.

All Options

Accidental Death Seatbelt and Airbag benefit	Seatbelt: $10,000.00 Seatbelt and Airbag: $15,000.00

All Options

Air Ambulance	$1,000.00

All Options

Ambulance	$150.00

All Options

Blood/Plasma/Platelets	$300.00

All Options

Burn	**2nd Degree** From 18 sq inches up to 34 sq inches: $850.00 35 sq inches and over: $2,500.00 **3rd Degree** From 9 sq inches to 17 sq inches: $1,700.00 From 18 sq inches to 34 sq inches: $3,350.00 35 sq inches and over: $10,000.00

All Options

Burn-Skin Graft	50% of burn benefit

All Options

Catastrophic Loss	Quadriplegia: 100% of Accidental Death benefit Loss of speech and hearing (both ears): 100% of Accidental Death benefit Loss of cognitive function: 100% of Accidental Death benefit Hemiplegia: 50% of Accidental Death benefit Paraplegia: 50% of Accidental Death benefit

All Options

Child Organized Sport (applies only to covered dependent children age 18 or younger)	Additional 25% of payable benefits

All Options

Chiropractic Visits	$50.00 per visit

All Options

Coma	$10,000.00

All Options

Concussions	$100.00

All Options

Concussion Baseline Study (applies only to covered dependent children age 18 or younger	$25.00

All Options

Dislocations	**Closed/Open**

All Options

● Hip	$3,500.00/$7,000.00

All Options

● Knee	$2,275.00/$4,550.00

All Options

● Shoulder	$1,750.00/$3,500.00

All Options

● Collar bone (sternoclavicular)	$700.00/$1,400.00

All Options

● Collar bone (acromioclavicular and separation)	$140.00/$280.00

All Options

● Ankle or Foot	$1,400.00/$2,800.00

All Options

● Lower jaw	$1,050.00/$2,100.00

All Options

● Wrist or elbow	$875.00/$1,750.00

All Options

● Toe or finger	$280.00/$560.00

All Options

● Bones of the hand	$1,225.00/$2,450.00

All Options

Diagnostic Exam (Major)	$150.00

All Options

Doctor Follow-Up Visit	$75.00

All Options

Emergency Dental Work	Crown: $400.00 Extraction: $100.00

All Options

Emergency Room Treatment	$200.00

All Options

Epidural Anesthesia Pain Management	$100.00

All Options

Eye Injury	$200.00

All Options

Family Care	$20.00 per day

All Options

Fractures	**Closed/Open**

All Options

● Skull (depressed)	$3,375.00/$6,750.00

All Options

● Skull (non-depressed)	$1,575.00/$3,150.00

All Options

● Hip, Thigh (femur)	$4,500.00/$9,000.00

All Options

● Vertebrae, body of (excluding vertebrae processes)	$4,050.00/$8,100.00

All Options

● Pelvis	$3,600.00/$7,200.00

All Options	
● Leg	$2,700.00/$5,400.00
All Options	
● Bones of the face or nose	$1,350.00/$2,700.00
All Options	
● Upper jaw, maxilla	$1,575.00/$3,150.00
All Options	
● Upper arm (humerus)	$1,575.00/$3,150.00
All Options	
● Lower jaw, mandible	$1,800.00/$3,600.00
All Options	
● Shoulder blade	$1,800.00/$3,600.00
All Options	
● Vertebral process	$900.00/$1,800.00
All Options	
● Forearm	$2,250.00/$4,500.00
All Options	
● Kneecap	$1,800.00/$3,600.00
All Options	
● Foot (except toes)	$1,800.00/$3,600.00
All Options	
● Ankle	$1,800.00/$3,600.00
All Options	
● Rib	$360.00/$720.00
All Options	
● Coccyx	$360.00/$720.00
All Options	
● Finger, toe	$360.00/$720.00
All Options	
Gunshot Wound	$750.00

All Options

Hospital Admission	$1,000.00

All Options

Hospital Confinement	$250.00 per day

All Options

Hospital ICU Admission	$2,000.00

All Options

Hospital ICU Confinement	$500.00 per day

All Options

Initial Doctor's Office/Urgent Care Facility Treatment	$100.00

All Options

Joint Replacement	Hip: $2,500.00 Knee: $1,250.00 Shoulder: $1,250.00

All Options

Knee Cartilage	$150.00

All Options

Laceration	No sutures required: $60.00 Lacerations 4cm or less: $90.00 Lacerations 5cm up to 14 cm: $300.00 Lacerations 15cm or more: $600.00

All Options

Lodging	$150.00 per day

All Options

Medical Appliance	**Limit for all Medical Appliances combined, per Covered Person, per Covered Accident is $300.00**

All Options

● Brace for back, leg or neck	$100.00

All Options

● Cane	$50.00

All Options

● Crutches	$50.00

All Options

● Walker	$200.00

All Options

● Walking Boot	$100.00

All Options

● Wheel Chair or Motorized Scooter	$250.00

All Options

● Other medical device used for mobility	$50.00

All Options

Outpatient Therapy	$25.00 per day

All Options

Post-Traumatic Stress Disorder	$400.00

All Options

Prosthetic Device/Artificial Limb	One: $750.00 Two or more: $1,500.00

All Options

Reasonable Accommodation to Home or Vehicle	$2,500.00

All Options

Rehabilitation Facility Confinement	$100.00 per day

All Options

Ruptured Disc With Surgical Repair	$250.00

All Options

Surgery - cranial, open abdominal, thoracic hernia	Cranial, open abdominal, thoracic: $1,250.00 Hernia: $250.00

All Options

Surgery - Exploratory or Arthroscopic	$400.00

All Options

Tendon/Ligament/Rotator Cuff	One: $500.00 Two or more: $1,000.00

All Options

Transportation	$.50 per mile, limited to $300.00 per round trip

All Options

Traumatic Brain Injury	$4,000.00

All Options

X-ray	$50.00

Changes To Coverage

Changes in Coverage Amounts

If You are not Actively At Work on a Full-Time basis, any change in Your amount of coverage or the amount of coverage on a covered dependent will not become effective prior to the date You return to Active Work on a Full-Time basis.

Changes in Insurance Classification

If Your classification changes, coverage will not be changed to the new amount until the first day on which You are: (1) Actively At Work on a Full-Time basis; and (2) make a contribution, if required, for the new classification.

If a contribution is required for the new classification for which a larger amount of coverage is provided, You must make the required contribution for the new amount within 31 days of the change.

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CERTIFICATE RIDER - Wellness Benefit

This Rider is effective as of the effective date of the Employee's Certificate. If this Rider is added to an inforce Certificate, the Rider becomes effective on its issue date. This Rider amends the Certificate By the addition of the following:

This Rider will pay a benefit if a Covered Person has one of the following wellness tests or procedures performed while the Accident coverage is in force. This Rider pays this benefit regardless of the results of the test or procedure. Wellness tests or procedures are limited to:

- Abdominal aortic aneurysm ultrasonography
- Blood test for triglycerides
- Bone marrow testing
- Bone density screening
- Breast ultrasound
- CA 15-3(blood test for breast cancer)
- CA125(blood test for ovarian cancer)
- Cancer genetic mutation test
- Carotid ultrasound
- CEA (blood test for colon cancer)
- Chest x-ray
- Colonoscopy
- Completion of a smoking cessation program
- Completion of a weight reduction program
- Double contrast barium enema
- EKG
- Fasting blood glucose test
- Flexible sigmoidoscopy
- Hemoccult stool analysis
- Immunizations
- Lymphocyte Genome Sensitivity test (LGS)
- Mammography
- Pap smear
- PSA (blood test for prostate cancer)

- Registration of a covered dependent child age 18 or younger for an organized sport
- Routine/annual physical
- Serum cholesterol test to determine level of HDL and LDL
- Serum Protein Electrophoresis (blood test for myeloma)
- Skin cancer biopsy
- Stress test on a bicycle or treadmill
- Thermography
- ThinPrep pap test
- Virtual colonoscopy

The Wellness Benefit is $50.00.

The Covered Person must submit proof of the test, procedure or registration.

We limit what We pay to 1 Wellness Benefit(s) per Covered Person per calendar year.

A Covered Person is an Employee or any of his or her covered dependents.

If You port Your Accident coverage, and the Wellness Benefit was already paid in the same calendar year under this Rider, the Wellness Benefit will not be paid again in that calendar year under the ported certificate.

This Rider is a 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



Matthew Darula, Head of Product, Strategy and Offerings

B442.2290

CERTIFICATE RIDER - Portability Privilege

This Rider is effective as of the effective date of the Employee's Certificate. If this Rider is added to an inforce Certificate, the Rider becomes effective on its issue date. This Rider amends the Certificate by the addition of the following:

Portability Privilege

As used in this Rider, the terms "Port" and "to Port" mean to choose a Portable Certificate of Coverage which provides Group Accident coverage. Portability is subject to all the conditions described below.

- You may Port Your own coverage, and coverage for any of Your dependents, if coverage under this Policy and Certificate ends because You:
  - Have terminated employment;
  - Stop being a member of an eligible class of Employees; or
  - Have terminated or lost coverage under the Group Accident Policy and Certificate.
- You may not Port Your coverage, or coverage for any of Your dependents, if coverage under this Policy and Certificate ends due to failure to pay any required premium.

Portability Options

You may Port:

- Your coverage only;
- Your coverage and the coverage of your Spouse;
- Your coverage and the coverage of all of Your dependents;
- Your coverage and the coverage of all of Your dependent child(ren), if You are a single parent;

No other combinations will be allowed.

A dependent must be covered as of the date Your coverage under this Policy and Certificate ends in order to be eligible to Port.

If You die while covered for Group Accident coverage, Your Spouse may Port the dependent coverage on behalf of himself or herself, and the dependent child(ren). The Spouse and dependent child(ren) must be covered under this Policy and Certificate on the date of Your death. This option is not available if there is no surviving Spouse.

How to Port Coverage

You or Your surviving Spouse or dependent child(ren) must:

- Apply to Us in writing; and

- Pay the required premium.

You or Your surviving Spouse or dependent child(ren) must do this within 31 days from the date Your coverage under this Policy and Certificate ends.

We will not ask for proof that You or Your surviving Spouse or dependent child(ren) are in good health.

The Portable Certificate of Coverage

The Portable Certificate of Coverage provides Group Accident coverage. The premium for the Portable Certificate of Coverage will be based on Your rate class under this Policy and Certificate or Your surviving Spouse's rate shown in the Accident Portability Coverage Premium Notice.

This Rider is a 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



Matthew Darula, Head of Product, Strategy and Offerings

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GC-R-ACC-PORT-18

CERTIFICATE AMENDATORY RIDER - Telemed

This Rider is effective as of the effective date of the Employee's Certificate. If this Rider is added to an inforce Certificate, the Rider becomes effective on its issue date.

This Rider amends the Certificate by replacing the **Doctor Follow-Up Visit** provision in the **Accident Benefits** section as shown below.

Doctor Follow-Up Visit: We pay the amount shown in the Schedule of Benefits if a Covered Person requires additional follow up treatments (not including Outpatient Therapies) after initial Emergency Room treatment or Initial Doctor's Office/Urgent Care Facility Treatment. This benefit is payable to a Covered Person for up to 6 treatments per Covered Accident. The follow-up treatment must be provided by a Doctor in a Doctor's office, through Telemedicine Services, or in a Hospital on an outpatient basis. Treatment must begin within 60 days from initial treatment from a Covered Accident and be completed within 365 days.

This Rider also amends the **Definitions** section of the Certificate by adding the definition shown below.

Telemedicine Services: A medical inquiry with a Doctor via the use of telecommunication and information technologies (including, but not limited to, audio or video communications) for the Covered Person's evaluation, diagnosis, or treatment as would be practiced in person. This does not include requests for prescription refills, test results or medical records.

This Rider is a 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



Matthew Darula, Head of Product, Strategy and Offerings

B442.2096

All Options

STATEMENT OF ERISA RIGHTS

The Guardian Life Insurance Company of America
10 Hudson Yards
New York, New York 10001
(212) 598-8000

Your group accident insurance benefits may be covered by the Employee Retirement Income Security Act of 1974 (ERISA). If so, you are entitled to certain rights and protections under 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 administrators 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 (see Claims Procedures below).

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 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 state or federal court. If it should happen that plan fiduciaries misuse the plans 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.

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Accident Insurance Claims Procedure

If you seek benefits under the plan you should complete, execute and submit a request for claim. Instructions for filing claims may be obtained from The Guardian Life Insurance Company of America (hereinafter referenced as Guardian.)

Guardian is the Claims Fiduciary with the authority to interpret and construe the terms of the Policy, the Certificate, the Schedule of Benefits, and any riders, or other documents or forms that may be attached to the Certificate or the Policy, and any other plan documents. Guardian has the authority to determine eligibility for benefits and coverage under those documents. 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 ERISA.

Definitions

"Adverse determination" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participants or beneficiarys eligibility to participate in a plan.

Timing for Initial Benefit Determination of Accident Insurance Claims

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 90 days from the date of receipt of a claim. This period may be extended by up to 90 days if Guardian determines that an extension is necessary due to special circumstances, and so notifies the claimant before the end of the initial 90-day period. Such notification will include the reason for the special circumstances requiring the extension and a date by which the determination is expected to 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.

Adverse Benefit Determination of Accident Insurance Claims

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

- The specific reason(s) for the adverse determination;
- References to the specific provisions in the Policy, Certificate, plan or other documents, on which the determination is based;
- A description of any additional material or information needed to perfect the claim, and an explanation of why such material or information is necessary;
- 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; and
- A description of the plan’s review procedures and the time limits applicable to such procedures, including a statement of the claimant’s right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

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Appeals of Adverse Determinations of Accident Insurance Claims

If a claim is wholly or partially denied, you will have up to 60 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 relevant 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 notify the claimant of its decision not later than 60 days after receipt of the request for review of the adverse determination. This period may be extended by an additional period of up to 60 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 60-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. In the event Guardian denies the appeal of an adverse benefit determination, it will:

- Provide the specific reason or reasons why the appeal was denied;
- Refer to the specific provisions in the Policy, Certificate, plan, or other documents on which the benefit determination is based;
- Provide a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to the claimants claim for benefits.

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.

B442.0583

All Options

AMENDATORY RIDER

This Rider amends the Certificate to include the following and is effective on the Policy Date. If this Rider is added after the Policy Date, the Rider becomes effective on its issue date.

Additional Services and Discounts

Guardian has arranged to make a select number of services and discounts available to you through a third party.

These services and discounts include the following:

B601.0258

- Travel assistance services
- Legal and estate planning services

Complete details about the services and discounts are available by calling us at 800-627-4200.

You aren't obligated to use these optional services and discounts to obtain benefits under your Plan.

When your coverage under this Plan ends, your access to this program will also end.

We reserve the right to terminate, change or replace this program at any time.

This Rider is part of the Certificate. Except as stated in this Rider, nothing contained in this Rider changes or affects any other terms of the Certificate.

The Guardian Life Insurance Company of America



Matthew Darula, Head of Product, Strategy and Offerings

B601.0267

All Options

AMENDATORY RIDER

This Rider amends the Certificate to include the following and is effective on the Policy Date. If this Rider is added after the Policy Date, the Rider becomes effective on its issue date.

Additional Services and discounts

Guardian has arranged to make a select number of services and discounts available to you.

These include the following:

- Comprehensive Employee Assistance Program (EAP) services and discounts
- Other related behavioral health services and discounts

Complete details about the services and discounts are available by calling us at 800-627-4200.

You aren't obligated to use these optional services and discounts to obtain benefits under your Plan.

When your coverage under this Plan ends, your access to this program will also end.

We reserve the right to terminate, change or replace this program at any time.

This Rider is part of the Certificate. Except as stated in this Rider nothing contained in this Rider changes or affects any other terms of the Certificate.

The Guardian Life Insurance Company of America



Matthew Darula, Head of Product, Strategy and Offerings

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EAP-21

CERTIFICATE AMENDATORY RIDER

This rider amends the Certificate as follows and is effective on the certificate effective date. If this rider is added after the certificate effective date, the rider becomes effective on its issue date.

The **Time of Payment of Benefits** provision is added as shown below and replaces any existing statement in the group Certificate specifying when benefits will be paid:

Time of Payment of Benefits

If we determine benefits are payable, they'll be paid promptly. Electronic claims will be paid within 25 days from the date we receive the information needed to make the decision on your claim. Paper claims will be paid within 35 days from the date we receive the information needed to make the decision on your claim. This means we've received all the necessary information needed to make the decision on your claim. For resubmitted claims, this means all the previously identified deficiencies have been corrected.

If we don't pay your claim within these timeframes, we'll add 3% interest per month to the claim payment. Interest will be calculated on the benefits payable beginning with the day after payment was due until the date payment is actually made.

In the event additional information is needed, we'll notify you or your provider within 25 days of our receipt of your electronic claim and within 35 days of our receipt of your paper claim. We'll give you or your provider a written list of exactly what information or documentation is required. We'll then be bound by this list.

We'll pay or deny your claim within 20 days of receipt of this additional information. Our failure to do so will require that we pay interest, at the rate of 3% per month, for any benefits payable.

If we repeatedly fail to pay benefits when due, the person entitled to those benefits may bring action to recover such benefits, any interest, and any other damages as may be allowable by law. The person entitled to such benefits shall be entitled to recover damages in an amount up to three times the amount of the benefits that remain unpaid until the claim is finally settled.

If the Certificate is covered by the Employee Retirement Income Security Act of 1974 ("ERISA"), then the foregoing remedies are not available. However, a covered person may seek relief under Section 502 of that act.

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

The Guardian Life Insurance Company of America



Matthew Darula, Head of Product, Strategy and Offerings

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