

SERFF Tracking Number: GARD-125877123 State: Arkansas  
Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 41043  
Company Tracking Number: 08-RA93  
TOI: L07I Individual Life - Whole Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single Life  
Product Name: Dividend Option Term Rider  
Project Name/Number: Add-On Q Rider/08-RA93

## Filing at a Glance

Company: The Guardian Life Insurance Company of America

Product Name: Dividend Option Term Rider SERFF Tr Num: GARD-125877123 State: ArkansasLH  
TOI: L07I Individual Life - Whole SERFF Status: Closed State Tr Num: 41043  
Sub-TOI: L07I.101 Fixed/Indeterminate Co Tr Num: 08-RA93 State Status: Approved-Closed  
Premium - Single Life  
Filing Type: Form Co Status: Reviewer(s): Linda Bird  
Authors: Lisa Capella, Louis A Conte, Peter Diggins, Dena Griffiths, Margaret Lewis-Forbes, John Monahan, Monica Wilson, Connie Gelfat, Kathleen Tobin  
Date Submitted: 12/08/2008 Disposition Date: 12/15/2008  
Disposition Status: Approved  
Implementation Date Requested: 01/31/2009 Implementation Date:  
State Filing Description:

## General Information

Project Name: Add-On Q Rider Status of Filing in Domicile: Not Filed  
Project Number: 08-RA93 Date Approved in Domicile:  
Requested Filing Mode: Review & Approval Domicile Status Comments:  
Explanation for Combination/Other: Market Type: Individual  
Submission Type: New Submission Group Market Size:  
Overall Rate Impact: Group Market Type:  
Filing Status Changed: 12/15/2008  
State Status Changed: 12/15/2008 Deemer Date:  
Corresponding Filing Tracking Number:  
Filing Description:

NAIC #: 429-64246 FEIN #: 13-5123390

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The Guardian Life Insurance Company of America

One Year Term Insurance Rider with Target Face Amount Rider Form – 08-RA93

Survivorship One Year Term Insurance Rider with Target Face Amount Rider Form 08-RA84

Enclosed for your review and approval are 2 new rider forms. The One Year Term Insurance Rider with Target Face Amount, form 08-RA93, replaces rider form 04-RA93E, which was approved by your Department on 9/15/2004. The Survivorship One Year Term Insurance Rider with Target Face Amount, form 08-RA84, replaces rider form 04-RA84E, which was approved by your Department on 9/15/2004.

These rider forms are intended for use as an add-on to certain inforce whole life policies. Appendix A shows the policies with which these forms will be used. The planned introduction date for these riders is January 31, 2009.

We offer these riders on our Whole Life policies that allow the policyowner to use dividends credited under the policy to purchase one year term insurance up to a selected Target Face Amount. The Target Face Amount is made up of a combination of this one-year term insurance and paid-up additions purchased by dividends (after the one year term is paid for) or purchased under a separate Paid-up Additions rider. The term insurance provided under this dividend option can be converted to permanent insurance.

That dividend option rider is only used with newly issued Whole Life policies. The enclosed new rider is intended to be used to add this same dividend option to an inforce Whole Life policy in situations where a different dividend option was elected by the owner at issue, but the owner now wants to change to this one year term option.

Form 08-RA93 will be available for policies where the current attained age of the insured is between 15-80 and form 08-RA84 will be available for policies where the current attained age of the insured is between 20-80. We will underwrite the addition of this dividend option because the net amount at risk for the plan increases. This rider will not be available on policies that have not yet reached their second policy anniversary.

This rider form is not intended for use with a newly issued policy. Form 06-R93, which was previously approved by your Department on 5/12/2006, will be used when this One Year Term dividend option is elected at issue. Form 08-OPTQ SWL, which was previously approved by your Department on 2/7/2008, will be used when this Survivorship One Year



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 Life  
 Product Name: Dividend Option Term Rider  
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 Director, Individual Markets Compliance

## Company and Contact

### Filing Contact Information

Lisa Capella, Specialist lcapella@glic.com  
 7 Hanover Square (212) 598-1321 [Phone]  
 New York, NY 10004 (212) 919-2592[FAX]

### Filing Company Information

The Guardian Life Insurance Company of America CoCode: 64246 State of Domicile: New York  
 7 Hanover Square Group Code: 429 Company Type: Life  
 New York, NY 10004 Group Name: State ID Number:  
 (212) 598-8704 ext. [Phone] FEIN Number: 13-5123390  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$40.00  
 Retaliatory? No  
 Fee Explanation: \$20 per form  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Life Insurance Company of America	\$40.00	12/08/2008	24389474

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America  
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Life  
Product Name: Dividend Option Term Rider  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	12/15/2008	12/15/2008

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Life  
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## **Disposition**

Disposition Date: 12/15/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GARD-125877123 State: Arkansas  
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Readability		Yes
Supporting Document	Appendix A		Yes
Supporting Document	Statement of Variability		Yes
Form	One Year Term Insurance Rider With Target Face Amount		Yes
Form	Survivorship One Year Term Insurance Rider With Target Face Amount		Yes

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 Company Tracking Number: 08-RA93  
 TOI: L07I Individual Life - Whole Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single  
 Life  
 Product Name: Dividend Option Term Rider  
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## Form Schedule

Lead Form Number: 08-RA93

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	08-RA93	Policy/Cont	One Year Term ract/Fratern Insurance Rider With al Target Face Amount Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		45	08-RA93.pdf
	08-RA84	Policy/Cont	Survivorship One ract/Fratern Year Term Insurance al Rider With Target Certificate: Face Amount Amendmen t, Insert Page, Endorseme nt or Rider	Initial		46	08-RA84.pdf

# ONE YEAR TERM INSURANCE RIDER WITH TARGET FACE AMOUNT

Policy number to which this rider is attached:	[1234567]	Policy Date	[1/1/2009]
Insured	[John Doe]	Target Face Amount	[\$100,000]
Rider Issue age	[35]	Total Initial Amount of Coverage	[\$200,000]
Rider Issue Date	[1/1/2013]	Initial OYT Amount	[\$75,000]
Premium Class	[Preferred]	Initial OYT Charge	[\$58.50]

While this rider is in force, any dividend credited to this policy will be used to purchase a combination of one year term insurance (OYT) and Dividend Additions on each policy anniversary. You may also elect to apply dividends under the "Premium Payment Option" (described below). Any OYT or Dividend Additions in force when the insured dies will be included in the death proceeds of the policy.

## Definitions

**Basic Policy:** This policy including any attached endorsements and application(s), but excluding any additional benefit riders.

**Dividend Addition:** Paid-up participating whole life insurance on the insured's life purchased with dividends. The effective date of a Dividend Addition is the policy anniversary on which it is purchased.

**Initial OYT Charge:** The Initial OYT Charge is determined as of the Rider Issue Date. This charge applies to the period beginning on the Rider Issue Date and ending on the policy anniversary which occurs after the Rider Issue Date.

**OYT:** Participating renewable one year term insurance payable upon the death of the insured provided this rider is in effect at that time. However, it is not expected that any dividends will be payable on OYT.

**PUA Rider Addition:** Paid-up participating whole life insurance on the insured's life purchased under any paid-up additional whole life insurance (PUA) rider that may be attached to this policy.

**Scheduled PUA Rider Addition:** A PUA Rider Addition purchased as the result of a Scheduled PUA Payment as described in the PUA rider that may be attached to this policy.

**Unscheduled PUA Rider Addition:** A PUA Rider Addition purchased as the result of an Unscheduled PUA Payment as described in the PUA rider that may be attached to this policy.

**Target Face Amount (Target):** The amount of insurance coverage elected by you in addition to the face amount of the basic policy. The Target may consist of a combination of OYT, PUA Rider Additions, and Dividend Additions. The Target is shown above. However, the Target may be reduced in accordance with the "Decreases in Target Face Amount" provision.

**Total Initial Amount of Coverage (TIAC):** The amount of insurance coverage provided under the basic policy and this rider as of the Rider Issue Date. It consists of the basic policy face amount plus the Target and is shown above.

## Amount of One Year Term Insurance

We will compute the amount of OYT on the Rider Issue Date, when a PUA rider addition is purchased, and when a dividend is credited to the policy. The sum of all dividend and PUA rider additions plus the amount of OYT will equal the Target, provided the OYT charge is paid.

If the total amount of Dividend Additions and PUA Rider Additions in force equals or exceeds the Target, then:

- no OYT will be purchased; and
- no OYT charge will be payable.

**One Year Term Insurance Charge (OYT Charge)**

OYT will be purchased under this rider as long as the OYT charge (as defined below) is paid in each policy year this rider is in effect.

The Initial OYT charge is shown on page 1 of this rider. For subsequent years, the OYT charge for each policy year will be based on the OYT rate then in effect for each \$1,000 of OYT. The OYT charge for each policy year is equal to:

- the OYT rate then in effect for each \$1,000 of OYT; multiplied by
- the amount of OYT purchased during that policy year, in thousands.

The OYT rate per \$1,000 of OYT will be based on the Rider Issue Age shown on page 1 of this rider, duration since rider issue, premium class, and if applicable, sex. We will annually determine the current OYT rate per \$1,000 of OYT. The OYT rate per \$1,000 for any policy year will not exceed the net single premium for the OYT based on 4% interest and the applicable 2001 CSO Mortality Table for the insured's premium class. OYT charges paid by dividends or the surrender of paid-up additions will not be waived under any waiver of premium rider attached to this policy.

**Purchase of One Year Term Insurance**

If the Rider Issue Date is not a policy anniversary, the Initial OYT Charge will be added to the premium for this policy. If the Rider Issue Date is a policy anniversary, the Initial OYT Charge will be paid by the dividends credited to this policy.

On each policy anniversary while this rider is in force, any dividend credited to this policy, less any portion applied under the Premium Payment Option, will be applied to purchase a combination of OYT and Dividend Additions such that, based on the current OYT rate and current net single premium for Additions, the sum of the new and existing Dividend Additions plus existing PUA Rider Additions, plus the OYT face amount, equals the Target Face Amount.

If the dividend credited is more than enough to purchase Dividend Additions in an amount which, when added to existing Dividend Additions and PUA Rider Additions would equal the Target Face Amount, then the entire dividend will be used to purchase Dividend Additions.

If the dividend credited is less than the amount needed to purchase OYT in an amount which, when added to existing Dividend Additions and PUA Rider Additions would equal the Target Face Amount, then we will surrender existing Dividend Additions and PUA Rider Additions in an effort to find a combination of total paid-up additions and OYT that will add up to the Target Face Amount. However, additions required as security for a loan, or additions being purchased under a PUA Rider payment on the anniversary, cannot be surrendered. If after surrendering all available paid-up additions, the dividend plus the cash value of additions is not enough to purchase OYT to maintain the Target Face Amount, then you may have the option of paying an additional premium to provide the remainder of OYT needed to maintain the Target Face Amount. This is subject to the following conditions:

- The difference must be paid within 31 days.
- The option to pay the difference in cash will not be available if any Dividend Additions or PUA Rider Additions have been surrendered other than to pay a premium for this policy.
- This option will terminate if it is not exercised whenever such difference is payable.

If you do not make this additional premium payment, then the amount of coverage provided under this rider for that policy year will be less than the Target Face Amount.

If there is a PUA rider in effect under the policy, you may be eligible to make an additional purchase of a PUA Rider Addition without evidence of insurability if:

- based on the then current dividend scale, the Target Face Amount will not be maintained for the life of the policy, assuming that policy premiums are paid in cash; and
- your written application is received at our Customer Service Office.

You may contact the toll free telephone number shown on page 3 of the policy to determine eligibility for this benefit.

### **Cash Value of One Year Term Insurance**

If this policy terminates or continues under a Policy Value Option, the cash value of any existing OYT will be added to the policy's cash surrender value. The cash value of OYT upon termination of the policy is:

- the OYT charge for the period in which the termination occurs;  
less:
- the OYT charge for that portion of the period during which OYT coverage was provided.

The cash value of OYT is not included in the policy's loan value.

If this rider terminates but the policy continues in force other than under a Policy Value Option, any existing OYT will remain in force until the end of the period for which OYT coverage has been paid.

### **Cash Value of Dividend Additions**

Any Dividend Additions purchased under this rider have a cash value. This cash value will be included in the policy's cash surrender value and loan value.

### **Decreases in Target Face Amount**

We will decrease the Target by the face amount of any Dividend Additions or PUA Rider Additions that are surrendered unless these additions are used to:

- pay a premium under the Premium Payment Option; or
- pay a portion of the OYT charge, as described in the Purchase of One Year Term Insurance provision of this rider.

We will also decrease the Target if:

- The Premium Payment Option is not in effect and you pay less than the full policy premium in cash or by policy loan. The amount of the decrease will equal the amount of the Dividend Additions and PUA Rider Additions surrendered to pay the balance of the policy premium.
- You have elected to convert a portion of the OYT coverage under this rider to permanent insurance. The amount of the decrease will equal the portion of the OYT converted.

The decrease in the Target will take effect, as applicable, on the date we receive at our Customer Service Office:

- your written request to surrender additions;
- a partial premium payment; or
- the date a partial conversion of the term insurance under this rider becomes effective.

Any such decrease will be permanent and irrevocable. If a decrease in the Target Face Amount causes the total of the Target Face Amount plus the basic policy face amount to fall below the minimum amount for the insured's current premium class we will change the premium class of this policy to the next best available class.

### **Premium Payment Option**

You may elect this option in any policy year this rider is in effect if:

- your written election of the option is received at our Customer Service Office;
- the policy's premium payment frequency is annual; and
- the sum of:
  - the dividend; plus
  - the cash value of any Dividend Additions and PUA Rider Additions (provided such additions are not required as security for an outstanding loan); is sufficient to pay:
  - the annual policy premium; and
  - any OYT charge necessary to maintain the Target.

If this option is in effect:

- Any dividend credited to this policy; plus
- Any portion of the premium you may elect to pay in cash or by policy loan; plus if necessary
- The cash value of existing Dividend Additions and PUA Rider Additions not required for security for an outstanding loan or being purchased by a PUA Rider payment on the anniversary;

will be used to pay:

- the annual policy premium; plus
- The OYT charge for an amount of OYT which, when added to the sum of Dividend Additions and PUA Rider Additions will equal the Target Face Amount.

You may cancel this option after it is elected. A written request for cancellation must be received at our Customer Service Office. The cancellation will be effective on the policy anniversary next following the date the cancellation request is received at the Customer Service Office.

### **Conversion**

You may convert all or a portion of this rider to permanent insurance on or before the final date for conversion. The final date for conversion is the earlier of the policy anniversary on which the insured is age 85, or the 10<sup>th</sup> policy anniversary. If this rider is attached to a policy that has already passed its 10<sup>th</sup> policy anniversary, this rider cannot be converted. Evidence of insurability will not be required. Conversions are subject to the following conditions:

- This policy must be in force with all premiums paid to the conversion date. The conversion date is the premium due date following the date all of the conditions for conversion are met.
- Written request satisfactory to us must be received at our Customer Service Office.
- This rider must be surrendered to us upon a full conversion.
- Premiums for the new policy must be paid to the issuing company.
- If the term insurance is fully converted, the new policy will be for a face amount equal to the amount of the then current OYT.
- If the term insurance is partially converted, the new policy will be for a face amount equal to that portion of the OYT converted. The portion of the OYT which is not converted may be continued under this rider provided the remaining Target Face Amount meets our minimum amount requirements. If the remaining Target Face Amount does not meet our minimum requirements, then the remaining OYT under this rider will terminate and this rider will end on the date the new policy takes effect.
- The amount of OYT insurance which is converted will end when the new policy takes effect.
- The amount of OYT converted must equal or exceed the minimum amount regularly issued by the issuing company on the new plan.
- The new policy will be any annual level premium whole life plan being issued by Guardian or its affiliate as of the new policy's policy date. Guardian's affiliate is The Guardian Insurance & Annuity Company, Inc.
- The new policy will be subject to any risk limitations on this policy.
- The policy date of the new policy will be the conversion date.
- Premiums for the new policy will be based on the issuing company's published rates on the policy date of the new policy. The premiums will depend on the new policy's plan, face amount, and premium class, and the insured's attained age and if applicable, sex. The new policy will be in the same premium class as this policy, provided that such class is available under the new policy. Otherwise, the premium class will be based on the premium classes made available by the issuing company and will be comparable to the premium class of this policy.
- The new policy will be subject to any face amount limitations then in effect for such policy.
- The new policy will be subject to any existing assignment of this policy.
- The "Incontestability" and "Suicide Exclusion" provisions of the new policy will be measured from the Rider Issue Date of this rider. If this policy has been reinstated subsequent to the issuance of this rider, the contestable period for the new policy will be measured from the reinstatement date.
- Additional benefit riders will be available with the new policy only with the issuing company's consent. Evidence of insurability at the insured's attained age will be required. All riders on the new policy will be subject to the issuing company's rules on the new policy's policy date.
- This rider may not be converted if premiums are being waived under a waiver of premium rider.

**Annual Report**

Each year, we will send an annual report to you. This report will show the benefits and values provided under this rider.

**The Contract**

This rider is:

- issued in consideration of the application and payment of OYT charges as provided;
- attached to and made part of the policy; and
- subject to all applicable provisions of the policy.

**Issue Date**

The issue date of this rider is shown above. The effective date of this rider is the Rider Issue Date.

**Incontestability**

This rider will be incontestable after it has been in force during the insured's lifetime for 2 years from the Rider Issue Date, except for nonpayment of the OYT charges.

**Suicide Exclusion**

If the insured commits suicide, while sane or insane, within 2 years of the Rider Issue Date, our liability will be limited to the OYT charges paid.

**Termination**

This rider terminates:

- if the Initial OYT charge is not paid; or
- as of the date of default, if any premium for this policy is outstanding beyond the end of its grace period;  
or
- if the entire OYT amount is converted; or
- if this policy terminates; or
- if a policy value option is elected; or
- if a dividend is used other than as provided in this rider; or
- on the policy anniversary on or after receipt at our Customer Service Office of proper written request for cancellation. This rider must be sent to the Customer Service Office for cancellation.

Any existing Dividend Additions purchased under this rider will remain in force if this rider terminates and the policy remains in full force with no premium in default. This rider may be reinstated only with our consent.

**The Guardian Life Insurance Company of America**



**Secretary**

## SURVIVORSHIP ONE YEAR TERM INSURANCE RIDER WITH TARGET FACE AMOUNT

Policy number to which this rider is attached:	[1234567]	Policy Date	[1/31/2009]
Insured A Insured B	[John Doe] [Jane Doe]	Target Face Amount	[\$100,000]
Rider Issue Age & Sex	[35 Male] Insured A [35 Female] Insured B	Total Initial Amount of Coverage	[\$200,000]
Rider Issue Date	[1/31/2013]	Initial OYT Amount	[\$75,000]
Premium Class	[Preferred NT] Insured A [Preferred NT] Insured B	Initial OYT Charge	[\$16.00]

While this rider is in force, any dividend credited to this policy will be used to purchase a combination of one-year term insurance (OYT) and Dividend Additions on each policy anniversary. You may also elect to apply dividends under the "Premium Payment Option" (described below). Any OYT or Dividend Additions in force when the surviving insured dies will be included in the death proceeds of the policy.

### Definitions

**Basic Policy:** This policy including any attached endorsements and application(s), but excluding any additional benefit riders.

**Dividend Addition:** Paid-up participating whole life insurance on the insureds' lives purchased with dividends. The effective date of a Dividend Addition is the policy anniversary on which it is purchased.

**Initial OYT Charge:** The Initial OYT Charge is determined as of the Rider Issue Date. This charge applies to the period beginning on the Rider Issue Date and ending on the policy anniversary which occurs after the Rider Issue Date.

**OYT:** Participating renewable one-year term insurance payable upon the death of the surviving insured provided this rider is in effect at that time. However, it is not expected that any dividends will be payable on OYT. OYT may be purchased during either insured's lifetime.

**PUA Rider Addition:** Paid-up participating whole life insurance on the insureds' lives or on the surviving insured, as applicable, purchased under any Paid-up Additional Whole Life Insurance (PUA) rider that may be attached to this policy.

**Scheduled PUA Rider Addition:** A PUA Rider Addition purchased as the result of a Scheduled PUA Payment as described in a PUA rider that may be attached to this policy.

**Unscheduled PUA Rider Addition:** A PUA Rider Addition purchased as the result of an Unscheduled PUA Payment as described in a PUA rider that may be attached to this policy.

**Target Face Amount (Target):** The amount of insurance coverage elected by you in addition to the face amount of the basic policy. The Target is shown above and may consist of a combination of OYT, PUA Rider Additions, and Dividend Additions. However, we may reduce the Target in accordance with "Decreases in Target Face Amount" below.

**Total Initial Amount of Coverage (TIAC):** The amount of insurance coverage provided under the basic policy and this rider as of the Rider Issue Date. It consists of the basic policy face amount plus the Target and is shown above.

### **Amount of One-Year Term Insurance**

We will compute the amount of OYT on the Rider Issue Date, when a PUA Rider Addition is purchased and when a dividend is credited to the policy. The sum of all dividend and PUA Rider Additions plus the amount of OYT will equal the Target, provided the OYT charge is paid.

If the total amount of Dividend Additions and PUA Rider Additions in force equals or exceeds the Target, then:

- no OYT will be purchased; and
- no OYT charge will be payable.

### **One-Year Term Insurance Charge (OYT Charge)**

OYT will be purchased under this rider as long as the OYT charge (as defined below) is paid in each policy year this rider is in effect.

The Initial OYT Charge is shown on page 1 of this rider. For subsequent years, the OYT charge for each policy year will be based on the OYT rate then in effect for each \$1,000 of OYT. The OYT charge for each policy year is equal to:

- the OYT rate then in effect for each \$1,000 of OYT;  
multiplied by
- the amount of OYT purchased during that policy year, in thousands.

The OYT rate per \$1,000 of OYT will be based on the Rider Issue ages shown on page 1 of this rider, duration since rider issue, premium classes and if applicable, the insureds' sexes. We will annually determine the current OYT rate per \$1,000 of OYT. The OYT rate per \$1,000 for any policy year will not exceed the net single premium for the OYT based on 4% interest and the applicable 2001 CSO Mortality Table for the insureds' premium classes. OYT charges paid by dividends or the surrender of paid-up additions will not be waived under any waiver of premium rider attached to this policy.

### **Purchase of One-Year Term Insurance**

If the Rider Issue Date is not a policy anniversary, the Initial OYT Charge will be added to the premium for this policy. If the Rider Issue Date is a policy anniversary, the Initial OYT Charge will be paid by the dividends credited to this policy.

On each policy anniversary while this rider is in force, any dividend credited to this policy, less any portion applied under the Premium Payment Option, will be applied to purchase a combination of OYT and Dividend Additions such that, based on the current OYT rate and current net single premium for Additions, the sum of the new and existing Dividend Additions plus existing PUA Rider Additions, plus the OYT face amount, equals the Target Face Amount.

If the dividend credited is more than enough to purchase Dividend Additions in an amount which, when added to existing Dividend Additions and PUA Rider Additions would equal the Target Face Amount, then the entire dividend will be used to purchase Dividend Additions.

If the dividend credited is less than the amount needed to purchase OYT in an amount which, when added to existing Dividend Additions and PUA Rider Additions would equal the Target Face Amount, then we will surrender existing Dividend Additions and PUA Rider Additions in an effort to find a combination of total paid-up additions and OYT that will add up to the Target Face Amount. However, additions required as security for a loan, or additions being purchased under a PUA Rider payment on the anniversary, cannot be surrendered. If after surrendering all available paid-up additions, the dividend plus the cash value of additions is not enough to purchase OYT to maintain the Target Face Amount, then you may have the option of paying an additional premium to provide the remainder of OYT needed to maintain the Target Face Amount. This is subject to the following conditions:

- The difference must be paid within 31 days of the policy anniversary.
- The option to pay the difference in cash will not be available if any Dividend Additions or PUA Rider Additions have been surrendered other than to pay a premium for this policy.
- This option will terminate if it is not exercised whenever such difference is payable.

If you do not make this additional premium payment, then the amount of coverage provided under this rider for that policy year will be less than the Target Face Amount.

If there is a PUA rider in effect under the policy, you may be eligible to make an additional purchase of a PUA Rider Addition without evidence of insurability if:

- based on the then current dividend scale, the Target Face Amount will not be maintained for the life of the policy, assuming that policy premiums are paid in cash; and
- your written application is received at our Customer Service Office.

You may contact the toll free telephone number shown on page 3 of the policy to determine eligibility for this benefit.

### **Cash Value of One-Year Term Insurance**

If this policy terminates or continues under a Policy Value Option, the cash value of any existing OYT will be added to the policy's cash surrender value. The cash value of OYT upon termination of the policy is:

- the OYT charge for the period in which the termination occurs; less:
- the OYT charge for that portion of the period during which OYT coverage was provided.

The cash value of OYT is not included in the policy's loan value.

If this rider terminates, but the policy continues in force other than under a Policy Value Option, any existing OYT will remain in force until the end of the period for which OYT coverage has been paid.

### **Cash Value of Dividend Additions**

Any Dividend Additions purchased under this rider have a cash value. This cash value will be included in the policy's cash surrender value and loan value.

### **Decreases in Target Face Amount**

We will decrease the Target by the face amount of any Dividend Additions or PUA Rider Additions that are surrendered unless these additions are used to:

- pay a premium under the Premium Payment Option; or
- pay a portion of the OYT charge, as described in the Purchase of One-Year Term Insurance provision of this rider.

We will also decrease the Target if:

- The Premium Payment Option is not in effect; and you pay less than the full policy premium in cash or by policy loan. The amount of the decrease will equal the amount of the Dividend Additions and PUA Rider Additions surrendered to pay the balance of the policy premium.
- You have elected to convert a portion of the OYT coverage under this rider to permanent insurance. The amount of the decrease will equal the portion of the OYT converted.

The decrease in the Target will take effect, as applicable, on the date we receive at our Customer Service Office:

- your written request to surrender additions;
- a partial premium payment; or
- the date a partial conversion of the term insurance under this rider becomes effective.

Any such decrease will be permanent and irrevocable.

## Premium Payment Option

You may elect this option in any policy year this rider is in effect, if:

- your written election of the option is received at our Customer Service Office;
- the policy's premium payment frequency is annual; and
- the sum of:
  - the dividend; plus
  - the cash value of any Dividend Additions and PUA Rider Additions (provided such additions are not required as security for an outstanding loan);

is sufficient to pay:

- the annual policy premium; and
- any OYT charge necessary to maintain the Target.

If this option is in effect:

- Any dividend credited to this policy; plus
- Any portion of the premium you may elect to pay in cash or by policy loan; plus if necessary
- The cash value of existing Dividend Additions and PUA Rider Additions not required for security for an outstanding loan or being purchased by a PUA Rider payment on the anniversary;

will be used to pay:

- the annual policy premium; plus
- The OYT charge for an amount of OYT which, when added to the sum of Dividend Additions and PUA Rider Additions will equal the Target Face Amount.

You may cancel this option after it is elected. A written request for cancellation must be received at our Customer Service Office. The cancellation will be effective on the policy anniversary next following the date the cancellation request is received at the Customer Service Office.

## Conversion

You may convert all or a portion of this rider to permanent insurance on or before the final date for conversion. If both insureds are alive at the time of conversion, then the final date for conversion is the earlier of the 10<sup>th</sup> policy anniversary or the older insured's attained age 85. If only one insured is alive at the time of conversion, the final date for conversion is the earlier of the 10<sup>th</sup> policy anniversary or age 80 of the surviving insured. If this rider is attached to a policy that has already passed its 10<sup>th</sup> policy anniversary, this rider cannot be converted. Evidence of insurability will not be required. Conversions are subject to the following conditions:

- This policy must be in force with all premiums paid to the conversion date. The conversion date is the premium due date following the date all of the conditions for conversion are met.
- Written request satisfactory to us must be received at our Customer Service Office.
- With a full conversion, this rider must be surrendered to us.
- Premiums for the new policy must be paid to the issuing company.
- With a full conversion, the new policy will be for a face amount equal to the amount of the then current OYT.
- With a partial conversion, the new policy will be for a face amount equal to that portion of the OYT converted. The portion of the OYT which is not converted may be continued under this rider provided the remaining Target Face Amount meets our minimum face amount requirements. If the remaining Target Face Amount does not meet our minimum requirements, then the remaining OYT under this rider will terminate and this rider will end on the date the new policy takes effect.
- The amount of OYT insurance which is converted will end when the new policy takes effect.
- The amount of OYT converted must equal or exceed the minimum amount regularly issued by the issuing company on the new plan.
- The new policy will be a policy being issued by Guardian or its affiliate as of the new policy's policy date. Guardian's affiliate is The Guardian Insurance & Annuity Company, Inc. If both insureds are alive when the conversion takes place, the new policy will be an annual level premium survivorship whole life plan. If only one insured is alive when the conversion takes place, the new policy will be an annual level premium single-life whole life policy.
- The new policy will be subject to any risk limitations on this policy.
- The policy date of the new policy will be the conversion date.

- Premiums for the new policy will be based on the issuing company's published rates on the policy date of the new policy. The premiums will depend on the new policy's plan, face amount, the premium class, the attained age and if applicable, sex of the insured(s). Any age and premium class adjustment shown on the Policy Data page for an insured will also be used if the new policy is to be a survivorship whole life policy. For all other cases, we will use the actual age and premium class for the insured(s) for the new policy.
- In the case of a conversion when only one insured is alive, the actual premium class assigned to that insured when this policy was underwritten must be Preferred NT, Non-Smoker, Standard, or Class 1, 2, 3 or 4. If the actual (not adjusted) premium class for the surviving insured is not one of these classes, then conversion is not available.
- For any conversion, if the premium class of the insured is not available under the new policy at the time conversion takes place, we will use the most comparable premium class.
- The new policy will be subject to any face amount limitations then in effect for such policy.
- The new policy will be subject to any existing assignment of this policy.
- The "Incontestability" and "Suicide Exclusion" provisions of the new policy will be measured from the Rider Issue Date of this rider. If this policy has been reinstated subsequent to the issuance of this rider, the contestable period for the new policy will be measured from the reinstatement date.
- Additional benefit riders will be available with the new policy only with the issuing company's consent. All riders on the new policy will be subject to the issuing company's rules on the new policy's policy date. Evidence of insurability for any insured covered under such rider will be required.
- The rider may not be converted if premiums are being waived under a waiver of premium rider.

### **Annual Report**

Each year, we will send an annual report to you. This report will show the benefits and values provided under this rider.

### **The Contract**

This rider is:

- issued in consideration of the application and payment of OYT charges as provided;
- attached to and made part of the policy; and
- subject to all applicable provisions of the policy.

### **Issue Date**

The issue date of this rider is shown on page 1 of this rider. The effective date of this rider is the Rider Issue Date.

### **Incontestability**

With respect to each insured, this rider will be incontestable after it has been in force during the lifetime of that insured for 2 years from the Rider Issue Date, except for nonpayment of the OYT charges.

### **Suicide Exclusion**

If an insured commits suicide, while sane or insane, within 2 years of the Rider Issue Date, our liability will be limited to the OYT charges paid.

**Notice of First Death**

Due proof of the death of the first of the insureds to die must be given to our Customer Service Office as soon as the death occurs or as soon as reasonably possible. When notice is received, we will retroactively adjust the amount of any OYT and dividend additions purchased under this rider if:

- We did not receive due proof of the first death as soon as it occurred;
- The amount of OYT and dividend additions purchased under this rider was based on the lives of both insureds even though the first death occurred;
- We received due proof of the first death not later than one year after this death occurred.

The amount of any OYT and dividend additions purchased under this rider will be adjusted for only one year prior to the receipt of due proof of first death.

**Termination**

This rider terminates:

- If the Initial OYT Charge is not paid; or
- as of the date of default, if any premium for this policy is outstanding beyond the end of its grace period; or
- if the entire OYT amount is converted; or
- if this policy terminates; or
- if a policy value option is elected; or
- if a dividend is used other than as provided in this rider; or
- on the policy anniversary on or after receipt at our Customer Service Office of proper written request for cancellation. This rider must be sent to our Customer Service Office for cancellation.

Any existing Dividend Additions purchased under this rider will remain in force if this rider terminates and the policy remains in full force with no premium in default. This rider may be reinstated only with our consent.

**The Guardian Life Insurance Company of America**



**Secretary**



SERFF Tracking Number: GARD-125877123 State: Arkansas  
Filing Company: The Guardian Life Insurance Company of State Tracking Number: 41043  
America  
Company Tracking Number: 08-RA93  
TOI: L07I Individual Life - Whole Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single  
Life  
Product Name: Dividend Option Term Rider  
Project Name/Number: Add-On Q Rider/08-RA93

## Supporting Document Schedules

**Review Status:**  
**Satisfied -Name:** Certification/Notice 10/28/2008  
**Comments:**  
**Attachment:**  
Certif of Compliance with Rule 19.pdf

**Review Status:**  
**Satisfied -Name:** Readability 11/21/2008  
**Comments:**  
**Attachment:**  
Readabiilty.pdf

**Review Status:**  
**Satisfied -Name:** Appendix A 12/04/2008  
**Comments:**  
**Attachment:**  
AR Appendix A.pdf

**Review Status:**  
**Satisfied -Name:** Statement of Variability 12/04/2008  
**Comments:**  
**Attachments:**  
Statement of Variability for 08-RA84.pdf  
Statement of Variability for 08-RA93.pdf



GUARDIAN®

**Certificate of Compliance with  
Arkansas Rule and Regulation 19**

Insurer: The Guardian Life Insurance Company of America

Form 08-RA93, 08-RA84

Number(s):

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.

\_\_\_\_\_  
Signature of Company Officer

John J. Monahan

\_\_\_\_\_  
Name

Director, Individual Markets Compliance

\_\_\_\_\_  
Title

December 4, 2008

\_\_\_\_\_  
Date



**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

**COMPANY NAME:** The Guardian Life Insurance Company of America

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

<b>Form Title</b>	<b>Form Number</b>	<b>Flesch Score</b>
One Year Term Insurance Rider with Target Face Amount	08-RA93	44.9
Survivorship One Year Term Insurance Rider with Target Face Amount	08-RA84	45.6

Name: John J. Monahan  
Title: Director, Individual Markets Compliance  
Date: November 19, 2008

**State of Arkansas**

**Appendix A**

**Information on Previously Approved Form(s)**

**Policies used with Rider 08-RA93**

<b>Policy Form Number</b>	<b>Description</b>	<b>Approval Date</b>
06-WL AR	Whole Life Insurance Policy	5/12/2006
06-WL SN AR	Whole Life Insurance Policy	5/12/2006
06-WL-AG AR	Whole Life Achiever Gold	1/17/07
07-PTWL AR	Whole Life Insurance Policy	7/17/2007
08-EWL AR	Whole Life Insurance Policy	6/16/2008

**Policy used with Rider 08-RA84**

<b>Policy Form Number</b>	<b>Description</b>	<b>Approval Date</b>
08-SWL AR	Survivorship Whole Life Policy	2/7/2008

## **Statement of Variability for Filing of Rider Form 08-RA84\***

\*NOTE: This document will refer to the form number shown above, which is the generic form number for this Dividend Option Term rider. In many states a different form number applies using the state's postal abbreviation as a suffix to the form number.

Our submission of rider form 08-RA84 to your state for approval includes a number of areas in the rider form that have been bracketed as variable. With your Department's consent, we intend to treat this variable information as items that can vary, within a specified range without requiring the rider form to be re-approved by your state.

Most of the variables that have been bracketed are what we refer to as "John Doe" information. Note that this document only deals with the variable fields on our Whole Life policy data page with respect to the new OYT rider we are filing. This document makes no reference to other sections of the policy data pages that also may or may not be variable. A Statement of Variability showing those variables was submitted with filing of the previously approved Whole Life policy.

The table below discusses and explains the variables in policy forms 08-RA84 in detail.

<b>Variable</b>	<b>Description</b>	<b>Range of Data, if applicable, or explanation of data</b>
Variable 1	Policy Number	This is a unique number which identifies the policy in our administrative systems and for correspondence with the policyowner
Variable 2	Policy Date	This is the Policy Date, which is the date that determines the rider issue age of the insured. Consequently, this date/age also drives the premiums and values for the rider.
Variable 3	Name of Insured A	We arbitrarily assign the 2 insureds covered under the policy as "Insured A" and "Insured B". The name of Insured A will print here.
Variable 4	Name of Insured B	The name of Insured B will print here.
Variable 5	Target Face Amount	The Target Face Amount is made up of a combination of this one-year term insurance and paid-up additions purchased by dividends (after the one year term is paid for) or purchased under a separate Paid-up Additions rider. The minimum Target Face Amount is \$25,000 and the maximum is 9 times the face amount of the base policy to which the rider is being added. Together the base face amount and Target Face Amount cannot exceed the Company's retention limits.
Variable 6	Rider Issue Age & Sex of Insured A	This is the age and gender of Insured A. This rider will be available for policies where the current attained age of the insured is between 20-80. The gender will either be "male" or "female".
Variable 7	Rider Issue Age & Sex of Insured B	This is the age and gender of Insured B. This rider will be available for policies where the current attained age of the insured is between 20-80. The gender will either be "male" or "female".
Variable 8	Total Initial Amount of Coverage	This is the sum of the base policy face amount and the Target Face Amount. This amount is referred to in the OYT rider. Together the base face amount and Target Face Amount cannot exceed the Company's retention limits.
Variable 9	Rider Issue Date	This is the date the rider is issued by the company and also begins the rider's suicide and contestable periods.
Variable 10	Initial OYT Amount	The OYT amount under the rider is the difference between the Target Face Amount and the total paid-up additions under the policy. Since, when this rider is added to an inforce policy, the policy may already have inforce paid-up additions (either from prior dividends or those that were purchased under a Paid-up Additions rider), the Initial OYT amount is the difference between the Target Face Amount and the amount of inforce paid-up additions at the time the rider is added. This can range from zero up to the full Target Face Amount, which is described above.
Variable 11	Premium Class for Insured A	This is the risk class of Insured A based on the underwriting process. The possible classes are "Preferred NT, Non-Smoker, and Standard.
Variable 12	Premium Class for Insured B	This is the risk class of Insured B based on the underwriting process. The possible classes are "Preferred NT, Non-Smoker, and Standard.
Variable 13	Initial OYT Charge	The Initial OYT Charge is the amount required to pay for the term insurance provided by this rider from the date the rider is added to the policy to the next policy anniversary. Thereafter, term costs will presumably be covered by dividends credited to the policy. The OYT charge is based on the OYT rates per \$1,000. The maximum OYT rates are based on the 2001 CSO Mortality Table and 4% interest.

<b>Policy number to which this rider is attached:</b>	<b>[Variable 1]</b>	<b>Policy Date</b>	<b>[Variable 2]</b>
<b>Insured A</b>	<b>[Variable 3]</b>	<b>Target Face Amount</b>	<b>[Variable 5]</b>
<b>Insured B</b>	<b>[Variable 4]</b>		
<b>Rider Issue Age &amp; Sex</b>	<b>[Variable 6] Insured A</b>	<b>Total Initial Amount of Coverage</b>	<b>[Variable 8]</b>
	<b>[Variable 7] Insured B</b>		
<b>Rider Issue Date</b>	<b>[Variable 9]</b>	<b>Initial OYT Amount</b>	<b>[Variable 10]</b>
<b>Premium Class</b>	<b>[Variable 11]</b>	<b>Initial OYT Charge</b>	<b>[Variable 13]</b>
	<b>Insured A</b>		
	<b>[Variable 12]</b>		
	<b>Insured B</b>		

While this rider is in force, any dividend credited to this policy will be used to purchase a combination of one-year term insurance (OYT) and Dividend Additions on each policy anniversary. You may also elect to apply dividends under the "Premium Payment Option" (described below). Any OYT or Dividend Additions in force when the surviving insured dies will be included in the death proceeds of the policy.

### Definitions

**Basic Policy:** This policy including any attached endorsements and application(s), but excluding any additional benefit riders.

**Dividend Addition:** Paid-up participating whole life insurance on the insureds' lives purchased with dividends. The effective date of a Dividend Addition is the policy anniversary on which it is purchased.

**Initial OYT Charge:** The Initial OYT Charge is determined as of the Rider Issue Date. This charge applies to the period beginning on the Rider Issue Date and ending on the policy anniversary which occurs after the Rider Issue Date.

**OYT:** Participating renewable one-year term insurance payable upon the death of the surviving insured provided this rider is in effect at that time. However, it is not expected that any dividends will be payable on OYT.

**PUA Rider Addition:** Paid-up participating whole life insurance on the insureds' lives purchased under any Paid-up Additional Whole Life Insurance (PUA) rider attached to this policy.

**Scheduled PUA Rider Addition:** A PUA Rider Addition purchased as the result of a Scheduled PUA Payment as described in the PUA rider attached to this policy.

**Unscheduled PUA Rider Addition:** A PUA Rider Addition purchased as the result of an Unscheduled PUA Payment as described in the PUA rider attached to this policy.

**Target Face Amount (Target):** The amount of insurance coverage elected by you in addition to the face amount of the basic policy. The Target is shown above and may consist of a combination of OYT, PUA Rider Additions, and Dividend Additions. However, we may reduce the Target in accordance with "Decreases in Target Face Amount" below.

**Total Initial Amount of Coverage (TIAC):** The amount of insurance coverage provided under the basic policy and this rider as of the Rider Issue Date. It consists of the basic policy face amount plus the Target and is shown above.

### **Amount of One-Year Term Insurance**

We will compute the amount of OYT on the Rider Issue Date, when a PUA Rider Addition is purchased and when a dividend is credited to the policy. The sum of all dividend and PUA Rider Additions plus the amount of OYT will equal the Target, provided the OYT charge is paid.

If the total amount of Dividend Additions and PUA Rider Additions in force equals or exceeds the Target, then:

- no OYT will be purchased; and
- no OYT charge will be payable.

### **One-Year Term Insurance Charge (OYT Charge)**

OYT will be purchased under this rider as long as the OYT charge (as defined below) is paid in each policy year this rider is in effect.

The Initial OYT Charge is shown on page 1 of this rider. For subsequent years, the OYT charge for each policy year will be based on the OYT rate then in effect for each \$1,000 of OYT. The OYT charge for each policy year is equal to:

- the OYT rate then in effect for each \$1,000 of OYT;  
multiplied by
- the amount of OYT purchased during that policy year, in thousands.

The OYT rate per \$1,000 of OYT will be based on the Rider Issue ages shown on page 1 of this rider, duration since rider issue, premium classes and if applicable, the insureds' sexes. We will annually determine the current OYT rate per \$1,000 of OYT. The OYT rate per \$1,000 for any policy year will not exceed the net single premium for the OYT based on 4% interest and the applicable 2001 CSO Mortality Table for the insureds' premium classes. OYT charges paid by dividends or the surrender of paid-up additions will not be waived under any waiver of premium rider attached to this policy.

### **Purchase of One-Year Term Insurance**

If the Rider Issue Date is not a policy anniversary, the Initial OYT Charge will be added to the premium for this policy. If the Rider Issue Date is a policy anniversary, the Initial OYT Charge will be paid by the dividends credited to this policy.

On each policy anniversary while this rider is in force, any dividend credited to this policy, less any portion applied under the Premium Payment Option, will be applied to purchase OYT and Dividend Additions such that, based on the current OYT rate and current net single premium for Additions, the sum of the new and existing Dividend Additions plus existing PUA Rider Additions, plus the OYT face amount, equals the Target Face Amount.

If the dividend credited is more than enough to purchase Dividend Additions in an amount which, when added to existing Dividend Additions and PUA Rider Additions would equal the Target Face Amount, then the entire dividend will be used to purchase Dividend Additions.

If the dividend credited is less than the amount needed to purchase OYT in an amount which, when added to existing Dividend Additions and PUA Rider Additions would equal the Target Face Amount, then we will surrender existing Dividend Additions and PUA Rider Additions in an effort to find a combination of total paid-up additions and OYT that will add up to the Target Face Amount. However, additions required as security for a loan, or additions being purchased under a PUA Rider payment on the anniversary, cannot be surrendered. If after surrendering all available paid-up additions, the dividend plus the cash value of additions is not enough to purchase OYT to maintain the Target Face Amount, then you may have the option of paying an additional premium to provide the remainder of OYT needed to maintain the Target Face Amount. This is subject to the following conditions:

- The difference must be paid within 31 days of the policy anniversary.
- The option to pay the difference in cash will not be available if any Dividend or PUA Rider Additions have been surrendered other than to pay a premium for this policy.
- This option will terminate if it is not exercised whenever such difference is payable.

If you do not make this additional premium payment, then the amount of coverage provided under this rider for that policy year will be less than the Target Face Amount.

If there is a PUA rider in effect under the policy, you may be eligible to make an additional purchase of a PUA Rider Addition without evidence of insurability if:

- based on the then current dividend scale, the Target Face Amount will not be maintained for the life of the policy, assuming that policy premiums are paid in cash; and
- your written application is received at our Customer Service Office.

You may contact the toll free telephone number shown on page 3 of the policy to determine eligibility for this benefit.

#### **Cash Value of One-Year Term Insurance**

If this policy terminates under a Policy Value Option, the cash value of any existing OYT will be added to the policy's cash surrender value. The cash value of OYT upon termination of the policy is:

- the OYT charge for the period in which the termination occurs; less:
- the OYT charge for that portion of the period during which OYT coverage was provided.

The cash value of OYT is not included in the policy's loan value.

If this rider terminates, but the policy continues in force other than under a Policy Value Option, any existing OYT will remain in force until the end of the period for which OYT coverage has been paid.

#### **Cash Value of Dividend Additions**

Any Dividend Additions purchased under this rider have a cash value. This cash value will be included in the policy's cash surrender value and loan value.

#### **Decreases in Target Face Amount**

We will decrease the Target by the face amount of any Dividend Additions or PUA Rider Additions that are surrendered unless these additions are used to:

- pay a premium under the Premium Payment Option; or
- pay a portion of the OYT charge, as described in the Purchase of One-Year Term Insurance provision of this rider.

We will also decrease the Target if:

- The Premium Payment Option is not in effect; and
- You pay less than the full policy premium in cash or by policy loan. The amount of the decrease will equal the amount of the Dividend Additions and PUA Rider Additions surrendered to pay the balance of the policy premium.
- You have elected to convert a portion of the coverage under this rider to permanent insurance. The amount of the decrease will equal the portion of the OYT converted.

The decrease in the Target will take effect, as applicable, on the date we receive at our Customer Service Office:

- your written request to surrender additions;
- a partial premium payment; or
- the date a partial conversion of the term insurance under this rider becomes effective.

Any such decrease will be permanent and irrevocable.

## Premium Payment Option

You may elect this option in any policy year this rider is in effect, if:

- your written election of the option is received at our Customer Service Office;
- the policy's premium payment frequency is annual; and
- the sum of:
  - the dividend; plus
  - the cash value of any Dividend Additions and PUA Rider Additions (provided such additions are not required as security for an outstanding loan);is sufficient to pay:
  - the annual policy premium; and
  - any OYT charge necessary to maintain the Target.

If this option is in effect:

- Any dividend credited to this policy; plus
- Any portion of the premium you may elect to pay in cash or by policy loan; plus if necessary
- The cash value of existing Dividend Additions and PUA Rider Additions not required for security for an outstanding loan or being purchased by a PUA Rider payment on the anniversary;

will be used to pay:

- the annual policy premium; plus
- The OYT charge for an amount of OYT which, when added to the sum of Dividend Additions and PUA Rider Additions will equal the Target Face Amount.

You may cancel this option after it is elected. A written request for cancellation must be received at our Customer Service Office. The cancellation will be effective on the policy anniversary next following the date the cancellation request is received at the Customer Service Office.

## Conversion

You may convert all or a portion of this rider to permanent insurance on or before the final date for conversion. The final date for conversion is the earlier of the policy anniversary on which the older insured is age 85, or the 10<sup>th</sup> policy anniversary. If this rider is attached to a policy that has already passed its 10<sup>th</sup> policy anniversary, this rider cannot be converted. Evidence of insurability will not be required. Conversions are subject to the following conditions:

- This policy must be in force with all premiums paid to the conversion date. The conversion date is the premium due date following the date all of the conditions for conversion are met.
- Written request satisfactory to us must be received at our Customer Service Office.
- With a full conversion, this rider must be surrendered to us.
- Premiums for the new policy must be paid to the issuing company.
- With a full conversion, the new policy will be for a face amount equal to the amount of the then current OYT.
- With a partial conversion, the new policy will be for a face amount equal to that portion of the OYT converted. The portion of the OYT which is not converted may be continued under this rider provided the remaining Target Face Amount meets our minimum face amount requirements. If the remaining Target Face Amount does not meet our minimum requirements, then the remaining OYT under this rider will terminate and this rider will end on the date the new policy takes effect.
- The amount of OYT insurance which is converted will end when the new policy takes effect.
- The amount of the then current OYT once a conversion has occurred must equal or exceed the minimum amount regularly issued by the issuing company on the new plan.
- The new policy will be any annual level premium whole life plan being issued by Guardian or its affiliate as of the new policy's policy date. Guardian's affiliate is The Guardian Insurance & Annuity Company, Inc.
- The new policy will be subject to any risk limitations on this policy.
- The policy date of the new policy will be the conversion date.

- Premiums for the new policy will be based on the issuing company's published rates on the policy date of the new policy. The premiums will depend on the new policy's plan, face amount, and premium class, and the insureds' attained ages and if applicable, sexes. The new policy will be in the same premium class as this policy, provided that such class is available under the new policy. Otherwise, the premium class will be based on the premium classes made available by the issuing company and will be comparable to the premium class of this policy.
- The new policy will be subject to any face amount limitations then in effect for such policy.
- The new policy will be subject to any existing assignment of this policy.
- The "Incontestability" and "Suicide Exclusion" provisions of the new policy will be measured from the Rider Issue Date of this rider. If this policy has been reinstated subsequent to the issuance of this rider, the contestable period for the new policy will be measured from the reinstatement date.
- Additional benefit riders will be available with the new policy only with the issuing company's consent. Evidence of insurability at the insured's attained age will be required. All riders on the new policy will be subject to the issuing company's rules on the new policy's policy date.
- The rider may not be converted if premiums are being waived under a waiver of premium rider.

The following provision applies only if both insureds are alive on the conversion date:

- The new policy will be a survivorship whole life policy the issuing company provides for conversion under this provision.

The following provision applies only if one insured is alive on the conversion date:

- The new policy may be any annual premium whole life policy or endowment plan being issued by the issuing company on the new policy's date if:
  - The age of the surviving insured is 80 or less on the conversion date; and
  - The individual premium class assigned to the surviving insured when this rider was underwritten is substandard Class 4 or better.

### **Annual Report**

Each year, we will send an annual report to you. This report will show the benefits and values provided under this rider.

### **The Contract**

This rider is:

- issued in consideration of the application and payment of OYT charges as provided;
- attached to and made part of the policy; and
- subject to all applicable provisions of the policy.

### **Issue Date**

The issue date of this rider is shown on page 1 of this rider. The effective date of this rider is the Rider Issue Date.

### **Incontestability**

With respect to each insured, this rider will be incontestable after it has been in force during the lifetime of that insured for 2 years from the Rider Issue Date, except for nonpayment of the OYT charges.

### **Suicide Exclusion**

If an insured commits suicide, while sane or insane, within 2 years of the Rider Issue Date, our liability will be limited to the OYT charges paid.

**Notice of First Death**

Due proof of the death of the first of the insureds to die must be given to our Customer Service Office as soon as the death occurs or as soon as reasonably possible. When notice is received, we will adjust the amount of any OYT and dividend additions purchased under this rider if:

- We did not receive due proof of the first death as soon as it occurred;
- The amount of OYT and dividend additions purchased under this rider was based on the lives of both insureds even though the first death occurred;
- We received due proof of the first death not later than one year after this death occurred.

The amount of any OYT and dividend additions purchased under this rider will be adjusted for only one year prior to the receipt of due proof of first death.

**Termination**

This rider terminates:

- If the Initial OYT Charge is not paid; or
- as of the date of default, if any premium for this policy is beyond the end of its grace period; or
- if the entire OYT amount is converted; or
- if this policy terminates; or
- if a policy value option is elected; or
- if a dividend is used other than as provided in this rider; or
- on the policy anniversary on or after receipt at our Customer Service Office of proper written request for cancellation. This rider must be sent to our Customer Service Office for cancellation.

Any existing Dividend Additions purchased under this rider will remain in force if this rider terminates and the policy remains in full force with no premium in default. This rider may be reinstated only with our consent.

**The Guardian Life Insurance Company of America**



**Secretary**

## **Statement of Variability for Filing of Rider Form 08-RA93\***

\*NOTE: This document will refer to the form number shown above, which is the generic form number for this Dividend Option Term rider. In many states a different form number applies using the state's postal abbreviation as a suffix to the form number.

Our submission of rider form 08-RA93 to your state for approval includes a number of areas in the rider form that have been bracketed as variable. With your Department's consent, we intend to treat this variable information as items that can vary, within a specified range without requiring the rider form to be re-approved by your state.

Most of the variables that have been bracketed are what we refer to as "John Doe" information. Note that this document only deals with the variable fields on our Whole Life policy data page with respect to the new OYT rider we are filing. This document makes no reference to other sections of the policy data pages that also may or may not be variable. A Statement of Variability showing those variables was submitted with filing of the previously approved Whole Life policy.

The table below discusses and explains the variables in policy forms 08-RA93 in detail.

<b>Variable</b>	<b>Description</b>	<b>Range of Data, if applicable, or explanation of data</b>
Variable 1	Policy Number	This is a unique number which identifies the policy in our administrative systems and for correspondence with the policyowner
Variable 2	Policy Date	This is the Policy Date, which is the date that determines the rider issue age of the insured. Consequently, this date/age also drives the premiums and values for the rider.
Variable 3	Name of Insured	Insured's name will print here.
Variable 4	Target Face Amount	The Target Face Amount is made up of a combination of this one-year term insurance and paid-up additions purchased by dividends (after the one year term is paid for) or purchased under a separate Paid-up Additions rider. The minimum Target Face Amount is \$25,000 and the maximum is 9 times the face amount of the base policy to which the rider is being added. Together the base face amount and Target Face Amount cannot exceed the Company's retention limits.
Variable 5	Rider Issue Age	This rider will be available for policies where the current attained age of the insured is between 15-80.
Variable 6	Total Initial Amount of Coverage	This is the sum of the base policy face amount and the Target Face Amount. This amount is referred to in the OYT rider. Together the base face amount and Target Face Amount cannot exceed the Company's retention limits.
Variable 7	Rider Issue Date	This is the date the rider is issued by the company and also begins the rider's suicide and contestable periods.
Variable 8	Initial OYT Amount	The OYT amount under the rider is the difference between the Target Face Amount and the total paid-up additions under the policy. Since, when this rider is added to an inforce policy, the policy may already have inforce paid-up additions (either from prior dividends or those that were purchased under a Paid-up Additions rider), the Initial OYT amount is the difference between the Target Face Amount and the amount of inforce paid-up additions at the time the rider is added. This can range from zero up to the full Target Face Amount, which is described above.
Variable 9	Premium Class	This is the risk class of the insured based on the underwriting process. The possible classes are "Preferred Plus NT, Preferred NT, Non-Smoker, and Standard.
Variable 10	Initial OYT Charge	The Initial OYT Charge is the amount required to pay for the term insurance provided by this rider from the date the rider is added to the policy to the next policy anniversary. Thereafter, term costs will presumably be covered by dividends credited to the policy. The OYT charge is based on the OYT rates per \$1,000. The maximum OYT rates are based on the 2001 CSO Mortality Table and 4% interest.

<b>Policy number to which this rider is attached:</b>	<b>[Variable 1]</b>	<b>Policy Date</b>	<b>[Variable 2]</b>
<b>Insured</b>	<b>[Variable 3]</b>	<b>Target Face Amount</b>	<b>[Variable 4]</b>
<b>Rider Issue age</b>	<b>[Variable 5]</b>	<b>Total Initial Amount of Coverage</b>	<b>[Variable 6]</b>
<b>Rider Issue Date</b>	<b>[Variable 7]</b>	<b>Initial OYT Amount</b>	<b>[Variable 8]</b>
<b>Premium Class</b>	<b>[Variable 9]</b>	<b>Initial OYT Charge</b>	<b>[Variable 10]</b>

While this rider is in force, any dividend credited to this policy will be used to purchase a combination of one year term insurance (OYT) and Dividend Additions on each policy anniversary. You may also elect to apply dividends under the "Premium Payment Option" (described below). Any OYT or Dividend Additions in force when the insured dies will be included in the death proceeds of the policy.

### Definitions

**Basic Policy:** This policy including any attached endorsements and application(s), but excluding any additional benefit riders.

**Dividend Addition:** Paid-up participating whole life insurance on the insured's life purchased with dividends. The effective date of a Dividend Addition is the policy anniversary on which it is purchased.

**Initial OYT Charge:** The Initial OYT Charge is determined as of the Rider Issue Date. This charge applies to the period beginning on the Rider Issue Date and ending on the policy anniversary which occurs after the Rider Issue Date.

**OYT:** Participating renewable one year term insurance payable upon the death of the insured provided this rider is in effect at that time. However, it is not expected that any dividends will be payable on OYT.

**PUA Rider Addition:** Paid-up participating whole life insurance on the insured's life purchased under any paid-up additional whole life insurance (PUA) rider attached to this policy.

**Scheduled PUA Rider Addition:** A PUA Rider Addition purchased as the result of a Scheduled PUA Payment as described in the PUA rider attached to this policy.

**Unscheduled PUA Rider Addition:** A PUA Rider Addition purchased as the result of an Unscheduled PUA Payment as described in the PUA rider attached to this policy.

**Target Face Amount (Target):** The amount of insurance coverage elected by you in addition to the face amount of the basic policy. The Target may consist of a combination of OYT, PUA Rider Additions, and Dividend Additions. The Target is shown above. However, the Target may be reduced in accordance with the "Decreases in Target Face Amount" provision.

**Total Initial Amount of Coverage (TIAC):** The amount of insurance coverage provided under the basic policy and this rider as of the Rider Issue Date. It consists of the basic policy face amount plus the Target and is shown above.

### Amount of One Year Term Insurance

We will compute the amount of OYT on the Rider Issue Date, when a PUA rider addition is purchased, and when a dividend is credited to the policy. The sum of all dividend and PUA rider additions plus the amount of OYT will equal the Target, provided the OYT charge is paid.

If the total amount of Dividend Additions and PUA Rider Additions in force equals or exceeds the Target, then:

- no OYT will be purchased; and
- no OYT charge will be payable.

### One Year Term Insurance Charge (OYT Charge)

OYT will be purchased under this rider as long as the OYT charge (as defined below) is paid in each policy year this rider is in effect.

The Initial OYT charge is shown on page 1 of this rider. For subsequent years, the OYT charge for each policy year will be based on the OYT rate then in effect for each \$1,000 of OYT. The OYT charge for each policy year is equal to:

- the OYT rate then in effect for each \$1,000 of OYT; multiplied by
- the amount of OYT purchased during that policy year, in thousands.

The OYT rate per \$1,000 of OYT will be based on the Rider Issue Age shown on page 1 of this rider, duration since rider issue, premium class, and if applicable, sex. We will annually determine the current OYT rate per \$1,000 of OYT. The OYT rate per \$1,000 for any policy year will not exceed the net single premium for the OYT based on 4% interest and the applicable 2001 CSO Mortality Table for the insured's premium class. OYT charges paid by dividends or the surrender of paid-up additions will not be waived under any waiver of premium rider attached to this policy.

### **Purchase of One Year Term Insurance**

If the Rider Issue Date is not a policy anniversary, the Initial OYT Charge will be added to the premium for this policy. If the Rider Issue Date is a policy anniversary, the Initial OYT Charge will be paid by the dividends credited to this policy.

On each policy anniversary while this rider is in force, any dividend credited to this policy, less any portion applied under the Premium Payment Option, will be applied to purchase a combination of OYT and Dividend Additions such that, based on the current OYT rate and current net single premium for Additions, the sum of the new and existing Dividend Additions plus existing PUA Rider Additions, plus the OYT face amount, equals the Target Face Amount.

If the dividend credited is more than enough to purchase Dividend Additions in an amount which, when added to existing Dividend Additions and PUA Rider Additions would equal the Target Face Amount, then the entire dividend will be used to purchase Dividend Additions.

If the dividend credited is less than the amount needed to purchase OYT in an amount which, when added to existing Dividend Additions and PUA Rider Additions would equal the Target Face Amount, then we will surrender existing Dividend Additions and PUA Rider Additions in an effort to find a combination of total paid-up additions and OYT that will add up to the Target Face Amount. However, additions required as security for a loan, or additions being purchased under a PUA Rider payment on the anniversary, cannot be surrendered. If after surrendering all available paid-up additions, the dividend plus the cash value of additions is not enough to purchase OYT to maintain the Target Face Amount, then you may have the option of paying an additional premium to provide the remainder of OYT needed to maintain the Target Face Amount. This is subject to the following conditions:

- The difference must be paid within 31 days.
- The option to pay the difference in cash will not be available if any Dividend Additions or PUA Rider Additions have been surrendered other than to pay a premium for this policy.
- This option will terminate if it is not exercised whenever such difference is payable.

If you do not make this additional premium payment, then the amount of coverage provided under this rider for that policy year will be less than the Target Face Amount.

If there is a PUA rider in effect under the policy, you may be eligible to make an additional purchase of a PUA Rider Addition without evidence of insurability if:

- based on the then current dividend scale, the Target Face Amount will not be maintained for the life of the policy, assuming that policy premiums are paid in cash; and
- your written application is received at our Customer Service Office.

You may contact the toll free telephone number shown on page 3 of the policy to determine eligibility for this benefit.

### **Cash Value of One Year Term Insurance**

If this policy terminates or continues under a Policy Value Option, the cash value of any existing OYT will be added to the policy's cash surrender value. The cash value of OYT upon termination of the policy is:

- the OYT charge for the period in which the termination occurs;  
less:
- the OYT charge for that portion of the period during which OYT coverage was provided.

The cash value of OYT is not included in the policy's loan value.

If this rider terminates but the policy continues in force other than under a Policy Value Option, any existing OYT will remain in force until the end of the period for which OYT coverage has been paid.

### **Cash Value of Dividend Additions**

Any Dividend Additions purchased under this rider have a cash value. This cash value will be included in the policy's cash surrender value and loan value.

### **Decreases in Target Face Amount**

We will decrease the Target by the face amount of any Dividend Additions or PUA Rider Additions that are surrendered unless these additions are used to:

- pay a premium under the Premium Payment Option; or
- pay a portion of the OYT charge, as described in the Purchase of One Year Term Insurance provision of this rider.

We will also decrease the Target if:

- The Premium Payment Option is not in effect and you pay less than the full policy premium in cash or by policy loan. The amount of the decrease will equal the amount of the Dividend Additions and PUA Rider Additions surrendered to pay the balance of the policy premium.
- You have elected to convert a portion of the OYT coverage under this rider to permanent insurance. The amount of the decrease will equal the portion of the OYT converted.

The decrease in the Target will take effect, as applicable, on the date we receive at our Customer Service Office:

- your written request to surrender additions;
- a partial premium payment; or
- the date a partial conversion of the term insurance under this rider becomes effective.

Any such decrease will be permanent and irrevocable. If a decrease in the Target Face Amount causes the total of the Target Face Amount plus the basic policy face amount to fall below the minimum amount for the insured's current premium class we will change the premium class of this policy to the next best available class.

### **Premium Payment Option**

You may elect this option in any policy year this rider is in effect if:

- your written election of the option is received at our Customer Service Office;
- the policy's premium payment frequency is annual; and
- the sum of:
  - the dividend; plus
  - the cash value of any Dividend Additions and PUA Rider Additions (provided such additions are not required as security for an outstanding loan); is sufficient to pay:
  - the annual policy premium; and
  - any OYT charge necessary to maintain the Target.

If this option is in effect:

- Any dividend credited to this policy; plus
- Any portion of the premium you may elect to pay in cash or by policy loan; plus if necessary
- The cash value of existing Dividend Additions and PUA Rider Additions not required for security for an outstanding loan or being purchased by a PUA Rider payment on the anniversary;

will be used to pay:

- the annual policy premium; plus
- The OYT charge for an amount of OYT which, when added to the sum of Dividend Additions and PUA Rider Additions will equal the Target Face Amount.

You may cancel this option after it is elected. A written request for cancellation must be received at our Customer Service Office. The cancellation will be effective on the policy anniversary next following the date the cancellation request is received at the Customer Service Office.

### **Conversion**

You may convert all or a portion of this rider to permanent insurance on or before the final date for conversion. The final date for conversion is the earlier of the policy anniversary on which the insured is age 85, or the 10<sup>th</sup> policy anniversary. If this rider is attached to a policy that has already passed its 10<sup>th</sup> policy anniversary, this rider cannot be converted. Evidence of insurability will not be required. Conversions are subject to the following conditions:

- This policy must be in force with all premiums paid to the conversion date. The conversion date is the premium due date following the date all of the conditions for conversion are met.
- Written request satisfactory to us must be received at our Customer Service Office.
- This rider must be surrendered to us upon a full conversion.
- Premiums for the new policy must be paid to the issuing company.
- If the term insurance is fully converted, the new policy will be for a face amount equal to the amount of the then current OYT.
- If the term insurance is partially converted, the new policy will be for a face amount equal to that portion of the OYT converted. The portion of the OYT which is not converted may be continued under this rider provided the remaining Target Face Amount meets our minimum amount requirements. If the remaining Target Face Amount does not meet our minimum requirements, then the remaining OYT under this rider will terminate and this rider will end on the date the new policy takes effect.
- The amount of OYT insurance which is converted will end when the new policy takes effect.
- The amount of OYT converted must equal or exceed the minimum amount regularly issued by the issuing company on the new plan.
- The new policy will be any annual level premium whole life plan being issued by Guardian or its affiliate as of the new policy's policy date. Guardian's affiliate is The Guardian Insurance & Annuity Company, Inc.
- The new policy will be subject to any risk limitations on this policy.
- The policy date of the new policy will be the conversion date.
- Premiums for the new policy will be based on the issuing company's published rates on the policy date of the new policy. The premiums will depend on the new policy's plan, face amount, and premium class, and the insured's attained age and if applicable, sex. The new policy will be in the same premium class as this policy, provided that such class is available under the new policy. Otherwise, the premium class will be based on the premium classes made available by the issuing company and will be comparable to the premium class of this policy.
- The new policy will be subject to any face amount limitations then in effect for such policy.
- The new policy will be subject to any existing assignment of this policy.
- The "Incontestability" and "Suicide Exclusion" provisions of the new policy will be measured from the Rider Issue Date of this rider. If this policy has been reinstated subsequent to the issuance of this rider, the contestable period for the new policy will be measured from the reinstatement date.
- Additional benefit riders will be available with the new policy only with the issuing company's consent. Evidence of insurability at the insured's attained age will be required. All riders on the new policy will be subject to the issuing company's rules on the new policy's policy date.
- This rider may not be converted if premiums are being waived under a waiver of premium rider.

**Annual Report**

Each year, we will send an annual report to you. This report will show the benefits and values provided under this rider.

**The Contract**

This rider is:

- issued in consideration of the application and payment of OYT charges as provided;
- attached to and made part of the policy; and
- subject to all applicable provisions of the policy.

**Issue Date**

The issue date of this rider is shown above. The effective date of this rider is the Rider Issue Date.

**Incontestability**

This rider will be incontestable after it has been in force during the insured's lifetime for 2 years from the Rider Issue Date, except for nonpayment of the OYT charges.

**Suicide Exclusion**

If the insured commits suicide, while sane or insane, within 2 years of the Rider Issue Date, our liability will be limited to the OYT charges paid.

**Termination**

This rider terminates:

- if the Initial OYT charge is not paid; or
- as of the date of default, if any premium for this policy is outstanding beyond the end of its grace period; or
- if the entire OYT amount is converted; or
- if this policy terminates; or
- if a policy value option is elected; or
- if a dividend is used other than as provided in this rider; or
- on the policy anniversary on or after receipt at our Customer Service Office of proper written request for cancellation. This rider must be sent to the Customer Service Office for cancellation.

Any existing Dividend Additions purchased under this rider will remain in force if this rider terminates and the policy remains in full force with no premium in default. This rider may be reinstated only with our consent.

**The Guardian Life Insurance Company of America**



**Secretary**