

SERFF Tracking Number: GARD-126032492 State: Arkansas
Filing Company: The Guardian Insurance & Annuity Company State Tracking Number: 41764
Inc.
Company Tracking Number: 09-UL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Lapse Protection Account
Project Name/Number: UL Shadow Account/09-UL

Filing at a Glance

Company: The Guardian Insurance & Annuity Company Inc.

Product Name: Lapse Protection Account SERFF Tr Num: GARD-126032492 State: Arkansas
TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 41764
Adjustable Life Closed
Sub-TOI: L09I.001 Single Life Co Tr Num: 09-UL State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Disposition Date: 03/13/2009
Authors: Lisa Capella, Louis A Conte, Peter Diggins, Margaret Lewis-Forbes, John Monahan, Carol Nardella, Monica Wilson, Connie Gelfat, Carline Hamilton, Kathleen Tobin
Date Submitted: 03/06/2009 Disposition Status: Approved-Closed
Implementation Date Requested: 06/01/2009 Implementation Date:
State Filing Description:

General Information

Project Name: UL Shadow Account Status of Filing in Domicile: Pending
Project Number: 09-UL Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments: Filed
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Group Market Size:
Overall Rate Impact: Group Market Type:
Filing Status Changed: 03/13/2009 Explanation for Other Group Market Type:
State Status Changed: 03/13/2009
Deemer Date: Created By: Margaret Lewis-Forbes
Submitted By: John Monahan Corresponding Filing Tracking Number:
Filing Description:
The Guardian Insurance & Annuity Company, Inc. (GIAC)
NAIC Number: 429-78778 FEIN: 13-2656036

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See Appendix A for form numbers

We are enclosing for your review and approval the following new forms: an individual universal life policy form, individual survivorship universal life policy form, seven rider forms and an endorsement. Please see Appendix A for more information concerning these forms as well as any forms being replaced by the new forms.

We plan on introducing these forms on June 1, 2009.

Policy form 09-UL AR is a non-participating, individual, flexible premium, universal life insurance policy. It will be available to the general life insurance market. The policy will be issued on a sex-distinct basis. The minimum face amount of the policy is \$100,000, except that the Preferred Plus NT class has a \$250,000 minimum.

Policy form 09-SUL AR is a non-participating, individual, flexible premium, survivorship universal life insurance policy covering 2 insureds. The death benefit of the policy is not paid until the death of the second insured. The policy is available to the general life insurance market, and is used primarily in estate planning situations. The policy will be issued on a sex-distinct basis. The policy is "Frasierized". Joint life expectancies are used throughout the life of the policy and the cost of insurance rates and other charges do not change upon the first death. The minimum face amount for all risk classes of the policy is \$250,000.

The underwriting classes available for these policies are Preferred Plus NT, Preferred NT, Non-Smoker, Standard, Substandard (Cigarette Use) and Substandard (Non-Cigarette Use). The issue ages for these policies are 20-80, though we will issue up to age 85 for the Non-Smoker class only.

One of the unique features of these policies is that they include a Lapse Protection Account, which guarantees that the policy will not lapse as long as the Lapse Protection Account is greater than zero. The Lapse Protection Account is only a reference value that is used to determine if the policy can remain in force when it otherwise would have lapsed. This only applies if there is no outstanding loan. The Lapse Protection Account is not considered in calculating the policy's loan value, cash surrender value, or amount available for partial withdrawal. The Lapse Protection Account is calculated essentially the same way as the Policy Account Value, except that the Lapse Protection Account has separate charges that differ from the Policy Account Value: premium charges, administrative charges, interest and cost of insurance charges.

Death Benefit/Face Amount

The death benefit of the policy is the face amount (ignoring adjustments for rider benefits, outstanding loans, etc.) The owner has the right to decrease the face amount on any Monthly Processing Date after issue as long as minimum face amount stated in the policy is maintained. Increases are not allowed on this policy.

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We do not assess a surrender charge on face amount decreases.

The death benefit will be increased if necessary in order to preserve the policy as a life insurance contract under the Cash Value Accumulation Test of under Section 7702 of the Internal Revenue Code. The policy is issued with a table of Death Benefit Factors so the owner can know, based on the Policy Account Value, whether this minimum death benefit is triggered.

If the policy is still in force at age 121, we will pay the Policy Account Value less any Policy Debt to the owner at that time.

Premiums

Premiums for the policy are flexible. All premium payments made under this policy are subject to a premium charge before they are applied to the policy. The premium charge for the Lapse Protection Account is different than the premium charge for the Policy Account Value and both amounts are stated in the policy. Any remaining net premium is applied to the Policy Account Value and the Lapse Protection Account.

A planned premium is chosen in the application and is billed, but the owner can decrease or choose not to pay the planned premium. If there is a policy loan outstanding, the policy will stay in force as long as the Policy Account Value less Policy Debt is at least equal to zero. If there is no policy loan outstanding, the policy will also remain in force if the Lapse Protection Account is greater than zero. On any Monthly Processing Date on which these conditions are not satisfied, a 61-day grace period will commence and the owner is notified. If sufficient premium is not paid by the end of the grace period, the policy will lapse without value. There is a reinstatement provision.

Basis of Values

This policy uses the 2001 CSO Mortality Tables. The guaranteed interest rate for the Policy Account Value is 3%. The policy can remain in force up to age 121 of the insured. At that time, the policy matures. There is a separate interest rate for the Lapse Protection Account. This amount depends on the age, sex and risk class of the insured. Both the interest rate on the Policy Account Value and the interest rate on the Lapse Protection Account are stated in the policy and are guaranteed not to change.

Monthly Charges

On each Monthly Processing Date, certain Monthly Deductions are subtracted from the Policy Account Value and Lapse Protection Account of the policy. These Deductions consist of: (1) Administrative Charges (both a flat monthly fee and a charge per \$1,000 of face amount); (2) Cost of Insurance charges for the basic policy; and (3) any monthly charges for any supplementary benefit riders that the owner has elected to include in his/her policy. The policy form describes these

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charges and displays the amount of these charges. All of the charges for this policy are guaranteed not to change.

Surrender/Withdrawal

The owner can take a partial withdrawal or fully surrender the policy for its Net Cash Surrender Value. Withdrawals are limited as stated in the policy. A surrender charge will apply if the policy is fully surrendered during the first 20 policy years. Surrenders and withdrawals are not available from or based on the Lapse Protection Account, but rather the Policy Account Value, which forms the basis of the policy's Net Cash Surrender Value.

Policy Loans

The owner may take policy loans up to the maximum loan amount described in the policy. The loan interest rate for the policy is 5% payable in arrears. When a loan is taken, an amount equal to the loan plus accrued and unpaid interest is held in a Loan Account. The Loan Account is part of the Policy Account Value, but it cannot be surrendered, withdrawn against or used to pay Monthly Charges due under the policy. The funds remain in the Loan Account until the loan is repaid. Interest is credited on amounts held in the Loan Account at a rate of 3%. Any Policy debt (loan principal plus due and unpaid loan interest) is deducted from any death or surrender proceeds payable under the policy. Loans do not get subtracted from the Lapse Protection Account and loan repayments are not get added to it.

Riders to be used with 09-UL AR

Whole Life Purchase Option Rider

Form 09-WLPO UL gives the policyholder the right to purchase new whole life policies on a series of stated option dates, or certain major life events, without evidence of insurability. The issue ages are 20-50. The minimum Option amount is \$25,000 and the maximum is \$250,000. The Option amount cannot be greater than the policy's Base policy. The new Whole Life policy will have the same risk class as the original UL policy.

Disability Benefit Rider

Rider form 09-DBR UL, entitled "Disability Benefit Rider", is a benefit whereby the Company will pay premiums into the policy while the insured is totally disabled. This rider can help the policy values continue to grow, even if the insured is unable to make premium payments due to a disability. This rider does not waive monthly charges, but can help the policy avoid lapse due to the ongoing payment of premiums.

When the rider is applied for, a "Specified Amount Premium" is elected. This is the amount that will be credited to the policy every month while the insured is totally disabled as defined in the rider. The issue ages are 20-55.

Other Riders

The Accidental Death Benefit Rider, form 00-R1VUL AR, which was previously approved by your Department on 3/13/2000, will be made available for use with this policy.

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Riders to be used with 09-SUL AR

Four Year Term Insurance (4YT) Rider

This rider provides term insurance on a second-to-die basis for the first 4 policy years. The primary purpose of this rider is to protect against unforeseen estate taxes in the event that both insured's die during the 1st 4 years. The issue ages for the rider are 20-75 and the minimum face amount is \$25,000. The maximum face amount is 120% of the base policy face amount.

Waiver of Specified Amount (WSA) Rider

This rider covers one of the 2 insureds under the base policy, though the owner can purchase "2" riders and thereby have both insureds covered. Under this rider, if the covered insured dies during the first 15 policy years, we will pay an amount (the "Specified Amount") into the policy as a premium payment every month until the 15th policy anniversary. The rider does not necessarily protect against lapse, as monthly deduction charges are still due after the first death, but it can help avoid lapse in that each Specified Amount we apply will increase the Policy Account Value. The "Specified Amount Premium" is elected at issue by the owner. The issue ages for the rider are 20-75.

Policy Exchange Option (PSO) Rider

The PSO rider allows the survivorship policy to be split into 2 single life policies, one on the life of each insured, without evidence of insurability, upon the occurrence of one of 2 specific triggering events. These triggering events are: (a) the date a final divorce decree for the insureds has been in effect for 6 months, and (b) the date that a full repeal of the Federal Estate Tax has been in effect for 3 full years. The idea behind the rider is to give the owner an opportunity to obtain single life policies in place of a policy that was most likely purchased for estate planning reasons in situations where the need for estate planning may have undergone significant change. Unlike the other riders described in this letter, there is NO monthly charge for this rider.

Survivorship Insurance Purchase Option (SIPO) Rider

This rider allows the purchase of a new policy on the life of a Designated Insured, without underwriting, upon the death of both insureds under the base policy. The beneficiary of the original policy, who holds the right to exercise the rider, can elect to purchase a policy on the designated Insured on an original age, attained age or single premium basis. Since the Designated Insured is underwritten when the rider is issued, the new policy is issued without underwriting at the Designated Insured's original risk class. The issue ages for the rider are the same as the base policy and the Designated Insured must be between 20-80. The minimum Option Amount is \$25,000.

Beneficiary Insurance Purchase Option (BIO) Rider

This rider is very similar to the SIPO rider. However under this rider, the Designated Insured is one of the insureds under the base policy and the right to exercise begins upon the death of the other insured. The owner must decide at

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issue which of the 2 insureds will be the primary insured and which will be the Designated Insured. The owner can also purchase 2 riders one of each of the insureds. The issue ages and face amounts are the same as for SIPO.

Decrease in Policy Face Amount Endorsement

Endorsement form 09-R317 will be used with both 09-UL AR and 09-SUL AR in the event of a request to decrease the face amount or due to a partial withdrawal.

Illustrations

Because the interest rates and all charges for these policies and riders are guaranteed, all of these policy forms are not subject to state illustration regulations since there are no non-guaranteed elements to project. We will program these products into our illustration system and proposals will typically be used to help explain the product to a prospective purchaser. But these are not considered illustrations under state illustration regulations.

We are enclosing a non-forfeiture memorandum and a reserve memorandum. In addition, we have enclosed all required certifications, transmittals, checklists and filing fees.

Previously approved application form L-AP-2004, will be used to apply for these policies. This application form was previously approved by your Department on 12/16/2004. For policy form 09-SUL AR we will require a separate application to be completed for each of the 2 covered insureds.

The "Free Look" provision on the front cover of the enclosed policy that references the length of the free look period is bracketed as variable information. If your state has a different free look period for policies which are new versus policies issued as a result of replacement, then we will reflect the correct number of days in this provision as necessary.

I hope this information is satisfactory and that we may receive your Department's approval of these forms at your earliest convenience. If you have any questions, please feel free to contact me at (212) 598-8419, or toll-free at 877-600-1460, or by e-mailing me at John_Monahan@glic.com.

Sincerely,
John J. Monahan, Director
Individual Markets Compliance

Company and Contact

Filing Contact Information

Dena Griffiths, Compliance & Research DGriffiths@glic.com

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Specialist

7 Hanover Square 212-598-8694 [Phone]
 New York, NY 10004 212-919-2592 [FAX]

Filing Company Information

The Guardian Insurance & Annuity Company CoCode: 78778 State of Domicile: Delaware
 Inc.

7 Hanover Square Group Code: 429 Company Type:
 New York, NY 10004 Group Name: State ID Number:
 (212) 598-8000 ext. [Phone] FEIN Number: 13-2656036

Filing Fees

Fee Required? Yes
 Fee Amount: \$500.00
 Retaliatory? Yes
 Fee Explanation: \$50.00 per form
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Insurance & Annuity Company Inc.	\$500.00	03/06/2009	26204791

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	03/13/2009	03/13/2009

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Disposition

Disposition Date: 03/13/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		Yes
Supporting Document	Appendix A		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Actuarial Certifications		No
Supporting Document	Compliance Certification		Yes
Supporting Document	Consent Certification		Yes
Form	Universal Life Insurance Policy		Yes
Form	Survivorship Universal Life Policy		Yes
Form	Whole Life Purchase Option Rider		Yes
Form	Disability Benefit Rider		Yes
Form	Waiver of Specified Amount Rider		Yes
Form	Four Year Term Insurance Rider		Yes
Form	Beneficiary Insurance Purchase Option Rider		Yes
Form	Survivorship Insurance Purchase Option Rider		Yes
Form	Policy Exchange Option Rider		Yes
Form	Decrease in Policy Face Amount Endorsement		Yes

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Form Schedule

Lead Form Number: 09-UL AR

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	09-UL AR	Policy/Cont	Universal Life ract/Fratern Insurance Policy al Certificate	Initial		50.000	Policy Form 09-UL AR.pdf
	09-SUL AR	Policy/Cont	Survivorship ract/Fratern Universal Life Policy al Certificate	Initial		49.000	Policy Form 09-SUL AR.pdf
	09-WLPO UL	Policy/Cont	Whole Life Purchase ract/Fratern Option Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		53.000	09-WLPO UL.pdf
	09-DBR UL	Policy/Cont	Disability Benefit ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		45.500	09-DBR UL.pdf
	09-WSA SUL	Policy/Cont	Waiver of Specified ract/Fratern Amount Rider al	Initial		50.200	09-WSA SUL.pdf

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Certificate:

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09-4YT SUL	Policy/Cont Four Year Term ract/Fratern Insurance Rider	Initial	55.000	09-4YT SUL.pdf
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09-BIO SUL	Policy/Cont Beneficiary ract/Fratern Insurance Purchase	Initial	50.000	09-BIO SUL.pdf
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al Option Rider

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09-SIPO SUL	Policy/Cont Survivorship ract/Fratern Insurance Purchase	Initial	50.700	09-SIPO SUL.pdf
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09-PSO SUL	Policy/Cont Policy Exchange ract/Fratern Option Rider	Initial	48.000	09-PSO SUL.pdf
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<p> Certificate: Amendment, Insert Page, Endorsement or Rider </p>	<p> Policy/Cont Decrease in Policy Initial ract/Fratern Face Amount al Endorsement </p>	<p>60.500</p>	<p> Decrease in Policy Face Amount Endorsement. pdf </p>
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INSURED [JOHN DOE]
ISSUE DATE [JAN 06, 2009]
FACE AMOUNT [\$100,000]

[35]-[MALE] **AGE AND SEX**
[1234567] **POLICY NUMBER**
[JAN 06, 2009] **POLICY DATE**
[PREFERRED NT] **UNDERWRITING CLASS**

PLAN OF INSURANCE UNIVERSAL LIFE INSURANCE

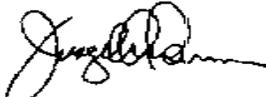


The Guardian
Insurance & Annuity
Company, Inc.

A Stock Company
Incorporated in the
State of Delaware

Customer Service Office:
P.O. Box 26210
Lehigh Valley, PA 18002-6210

Read this policy carefully. This policy is a legal contract between the owner and The Guardian Insurance & Annuity Company, Inc. (GIAC). The entire contract consists of the Basic Policy and any attached additional benefit riders, endorsements and applications. This policy is issued and administered by GIAC at its Customer Service Office. GIAC's home office is 1209 Orange Street, Wilmington, Delaware 19801. **GIAC receives all communications at its Customer Service Office.**



Secretary



President

GIAC will pay the death proceeds of this policy to the beneficiary upon receipt of due proof that the insured died while this policy was in force. These proceeds are described in greater detail in the "Death Proceeds" section. If the insured is still alive on the Maturity Date shown on the Policy Data page, and this policy is still in force, we will pay the Policy Account Value less any Policy Debt to the owner at that time.

RIGHT TO CANCEL:

The owner has the right to examine this policy and return it for cancellation to the Customer Service Office or to the agent from whom it was purchased within [10] days after receiving it. The policy and a written cancellation notice must be delivered or mailed to cancel this policy. Any notice given by mail is effective on being postmarked, properly addressed, and postage prepaid. If the policy is canceled during this period, GIAC will refund any amounts paid. The policy will be void from the beginning.

Universal Life Insurance Policy

- Flexible premiums payable during the insured's lifetime
- Death proceeds payable upon insured's death if policy is in force
- Policy Account Value less Policy Debt payable on the Maturity Date if the policy has not terminated
- Non-participating--No dividends payable

POLICY SUMMARY

This summary outlines some of the major policy provisions; it does not alter any of these provisions. The actual policy provisions set forth the full details and conditions of this policy; only the actual policy provisions will control.

In this policy, the words "you" and "your" refer to the policyowner; the words "we", "us", and "our" refer to GIAC.

We will pay the death proceeds to the beneficiary if the insured dies while this policy is in force. We will determine the actual death proceeds payable in accordance with the "Death Proceeds" provision. While this policy is in force, you may decrease the Face Amount in accordance with the "Decreasing the Face Amount" provision. The Initial Face Amount is shown on the Policy Data page.

The premiums for this policy are flexible, which means that premium payments may be made at any time and for varying amounts, subject to the limits described in the "Premium Limitations" provision. However, the initial Planned Premium is shown on the Policy Data page. The initial Planned Premium is the premium you designated in the application; this premium is not required, but may be paid as elected. The payment of Planned Premiums does not guarantee that this policy will stay in force.

This policy will stay in force as long as the Policy Account Value less Policy Debt is at least equal to zero. If there is no policy loan outstanding, this policy will also remain in force if the Lapse Protection Account is greater than zero. When the conditions for the continuation of the policy are not met, we allow a 61 day grace period in which to pay a premium to rectify this situation (see the "Grace Period" provision). If the minimum premium is not paid by the end of the grace period, this policy will lapse without value.

This policy does not have a minimum guaranteed Cash Surrender Value. If this policy has a Cash Surrender Value, you may, subject to limitations:

- make partial withdrawals (see the "Partial Withdrawals" provision);
- obtain a policy loan (see the "Policy Loans" Section);
- surrender this policy for cash (see the "Surrender" provision);
- use this policy to provide life income (see the "Payment Options" Section).

Any endorsements, additional benefit riders and applications which are attached to this policy follow.

POLICY DATA

INSURED [JOHN DOE] [35]- [MALE] **AGE AND SEX**
FACE AMOUNT INITIAL FACE AMOUNT [\$ 100,000] [1234567] **POLICY NUMBER**
ISSUE DATE [JAN 06, 2009] [JAN 06, 2009] **POLICY DATE**
PLAN OF INSURANCE UNIVERSAL LIFE INSURANCE [PREFERRED NT] **UNDERWRITING CLASS**
[JAN 06, 2095] **MATURITY DATE ***

OWNER [JOHN DOE]

BENEFICIARY AS STATED IN THE APPLICATION OR AS SUBSEQUENTLY CHANGED IN THE OWNER'S SIGNED NOTICE.

BASIC POLICY	AMOUNT
PLANNED [ANNUAL] PREMIUM	\$ [1,000]
MINIMUM PREMIUM TO ISSUE POLICY	\$ [138.04]
MINIMUM FACE AMOUNT:	\$100,000

* COVERAGE MAY EXPIRE PRIOR TO THE MATURITY DATE SHOWN EVEN IF PLANNED PREMIUMS ARE PAID. THE CONTINUATION OF COVERAGE DEPENDS ON A NUMBER OF FACTORS INCLUDING THE AMOUNT AND FREQUENCY OF PREMIUM PAYMENTS, AND WHETHER PARTIAL WITHDRAWALS OR POLICY LOANS HAVE BEEN TAKEN.

To obtain information about your coverage you may call your agent or contact our Customer Service Office at:

[3900 Burgess Place
Bethlehem, PA 18017
1-800-441-6455]

POLICY DATA

BENEFITS AND PREMIUMS (cont'd)

	<u>RIDER/BENEFIT EXPIRY DATE</u>
ACCIDENTAL DEATH BENEFIT RIDER FACE AMOUNT: [\$100,000.00]	[01/06/2049]
WHOLE LIFE PURCHASE OPTION RIDER OPTION AMOUNT: [\$100,000.00]	[01/06/2025]
DISABILITY BENEFIT RIDER SPECIFIED AMOUNT: [\$83.33]	[01/06/2039]
EXCHANGE OF POLICY OPTION	[01/06/2064]

POLICY LOANS

Loan interest is payable in arrears. Policy Loans bear interest at a yearly rate of 5%. Amounts held in the Loan Account are credited interest at a yearly rate of 3%.

See "Policy Loans" section for details on loan value.

INTEREST CREDITING RATES

As described in the "Policy Account Value and Lapse Protection Account" section of this policy, interest is credited to these amounts periodically. The interest rate applicable to the Policy Account Value is, on an annual basis, 3%. The interest rate applicable to the Lapse Protection Account is, on an annual basis, [4.90]%.

PREMIUM CHARGE

We will deduct a charge from each premium payment made under this policy. The Policy Account Value Premium Charge is [15]% of the premium paid. The Lapse Protection Account Premium Charge is [5]% of the premium paid.

TARGET PREMIUM

The target premium is \$[1,002.33]. The target premium only affects your policy if you have both the Whole Life Purchase Option rider and the Disability Benefit rider.

POLICY DATA

MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT VALUE AND LAPSE PROTECTION ACCOUNT

1. COST OF INSURANCE (COI) CHARGES

The cost of insurance charge is deducted on each Monthly Processing Date. The monthly cost of insurance charge is based on the monthly cost of insurance rates. The Table of Monthly Cost of Insurance Rates is shown in the Policy Specifications pages. See the "Monthly Cost of Insurance" provision for further details.

For the Lapse Protection Account, you will be charged either a high COI or a low COI. To determine which COI is charged, we compare the actual Lapse Protection Account for your policy (before any premiums are applied and before we deduct monthly charges) to the Lapse Protection Account Benchmark Value. The Lapse Protection Account Benchmark Value is based on the rates shown on Policy Data page 4.2.

2. ADMINISTRATIVE CHARGES

The Administrative Charges will be deducted on Monthly Processing Date as shown below.

For the Policy Account Value:

- a policy fee of \$10.00, and
- a charge of \$[0.0420] per \$1,000 of Initial Face Amount for the first [20] policy years only.

For the Lapse Protection Account:

- a policy fee of \$7.50 , and
- a charge of \$[0.0420] per \$1,000 of Initial Face Amount for the first [10] policy years only.

3. RIDER CHARGES

The cost of the following riders will be deducted from the Policy Account Value and Lapse Protection Account on the Monthly Processing Date as shown below. These deductions are the same for both the Policy Account Value and the Lapse Protection Account. See the "Monthly Deduction" provision of this policy, and the individual rider form(s), for further information.

RIDER	DESCRIPTION OF CHARGE	POLICY YEARS PAYABLE
ACCIDENTAL DEATH BENEFIT RIDER	[\$6.95]	1 through [40]
DISABILITY BENEFIT RIDER	[2.2967] times the Specified Amount divided by 100.	1 through [30]
WHOLE LIFE PURCHASE OPTION RIDER	[\$9.27]	1 through [14]

POLICY DATA

TRANSACTION DEDUCTIONS FROM THE POLICY ACCOUNT VALUE

PARTIAL WITHDRAWAL OF NET CASH SURRENDER VALUE

The minimum partial withdrawal is \$500. GIAC reserves the right to limit the number of withdrawals in a policy year to 12. See the "Partial Withdrawals and Surrender" section of this policy for further information.

SURRENDER CHARGES

The table below shows surrender charges for the policy. These charges apply if the policy is fully surrendered for its Net Cash Surrender Value during the first 20 policy years. For more information on surrender charges, see the "Partial Withdrawals and Surrender" section of this policy.

<u>POLICY YEAR</u>	<u>SURRENDER CHARGE</u>
1	\$(2,117.00
2	2,006.00
3	1,894.00
4	1,783.00
5	1,671.00
6	1,560.00
7	1,449.50
8	1,337.00
9	1,226.50
10	1,114.00
11	1,003.00
12	891.00
13	780.00
14	668.00
15	557.00
16	445.50
17	334.50
18	222.50
19	111.00
20 and thereafter	0]

**TABLE OF MONTHLY COST OF INSURANCE RATES
FOR POLICY ACCOUNT VALUE
PER \$1,000 OF NET AMOUNT AT RISK**

Monthly cost of insurance charges are based on monthly cost of insurance rates. For the Policy Account Value the cost of insurance rate applicable to the Net Amount at Risk are shown below. See the "Monthly Cost of Insurance" provision of this policy for further information.

<u>INSURED'S ATTAINED AGE</u>	<u>MONTHLY COST OF INSURANCE RATE</u>	<u>INSURED'S ATTAINED AGE</u>	<u>MONTHLY COST OF INSURANCE RATE</u>
[35	[0.04418	[78	[4.67661
36	0.05335	79	5.24717
37	0.06419	80	5.87410
38	0.07504	81	6.59415
39	0.08421	82	7.35120
40	0.09506	83	8.17591
41	0.10507	84	9.09944
42	0.11509	85	10.14422
43	0.12677	86	11.31891
44	0.14096	87	12.62298
45	0.15933	88	14.04388
46	0.18105	89	15.57220
47	0.20527	90	17.19964
48	0.22951	91	18.76184
49	0.25208	92	20.42406
50	0.27382	93	22.21645
51	0.29808	94	24.15514
52	0.32569	95	26.24420
53	0.35833	96	28.20561
54	0.39434	97	30.35199
55	0.43707	98	32.70866
56	0.48486	99	35.30337
57	0.53771	100	38.17512
58	0.59227	101	40.53000
59	0.64940	102	43.11768
60	0.74695	103	45.96629
61	0.83114	104	49.11195
62	0.93398	105	52.54884
63	1.04963	106	56.37067
64	1.17137	107	60.64050
65	1.30009	108	65.43820
66	1.43072	109	70.86240
67	1.56327	110	77.04001
68	1.70627	111	83.33000
69	1.85467	112	83.33000
70	2.03500	113	83.33000
71	2.23720	114	83.33000
72	2.50360	115	83.33000
73	2.78562	116	83.33000
74	3.08342	117	83.33000
75	3.41024	118	83.33000
76	3.76820	119	83.33000
77]	4.18587]	120]	83.33000]

**TABLE OF MONTHLY COST OF INSURANCE RATES
FOR LAPSE PROTECTION ACCOUNT
PER \$1,000 OF NET AMOUNT AT RISK**

Monthly cost of insurance charges are based on monthly cost of insurance rates. For the Lapse Protection Account, there are 2 sets of cost of insurance rates. The rate that applies at any given time is determined by a test that is described in the "Monthly Cost of Insurance Rates" provision.

<u>INSURED'S ATTAINED AGE</u>	<u>LOW MONTHLY COST OF INSURANCE RATE</u>	<u>HIGH MONTHLY COST OF INSURANCE RATE</u>	<u>INSURED'S ATTAINED AGE</u>	<u>LOW MONTHLY COST OF INSURANCE RATE</u>	<u>HIGH MONTHLY COST OF INSURANCE RATE</u>
[35	[0.01299	[0.01299	[78	[1.57359	[6.07959
36	0.01551	0.06936	79	1.76128	6.82132
37	0.01865	0.08345	80	1.99698	7.63633
38	0.02240	0.09755	81	2.20151	8.57240
39	0.02611	0.10947	82	2.44448	9.55656
40	0.02978	0.12358	83	2.70609	10.62868
41	0.03278	0.13659	84	2.99606	11.82927
42	0.03638	0.14962	85	3.35811	13.18749
43	0.03995	0.16480	86	3.88562	14.71458
44	0.04472	0.18325	87	4.48891	16.40909
45	0.05068	0.20713	88	5.16901	18.25704
46	0.05842	0.23537	89	5.92716	20.24386
47	0.06731	0.26685	90	6.76482	22.35953
48	0.07550	0.29836	91	7.70444	24.39039
49	0.08240	0.32770	92	8.65846	26.55128
50	0.08923	0.35597	93	9.71792	28.88139
51	0.09768	0.38750	94	10.89682	31.40168
52	0.10673	0.42340	95	12.20373	34.11746
53	0.11759	0.46583	96	13.25563	36.66729
54	0.13027	0.51264	97	14.40424	39.45759
55	0.14416	0.56819	98	15.66060	42.52126
56	0.16168	0.63032	99	17.03703	45.89438
57	0.17920	0.69902	100	18.54728	49.62766
58	0.19793	0.76995	101	18.54728	52.68900
59	0.21728	0.84422	102	18.54728	56.05298
60	0.25236	0.97104	103	18.54728	59.75618
61	0.28140	1.08048	104	18.54728	63.84554
62	0.31773	1.21417	105	18.54728	68.31349
63	0.35772	1.36452	106	18.54728	73.28187
64	0.40077	1.52278	107	18.54728	78.83265
65	0.44506	1.69012	108	18.54728	83.33333
66	0.48938	1.85994	109	18.54728	83.33333
67	0.53434	2.03225	110	18.54728	83.33333
68	0.58238	2.21815	111	18.54728	83.33333
69	0.63168	2.41107	112	18.54728	83.33333
70	0.69259	2.64550	113	18.54728	83.33333
71	0.76028	2.90836	114	18.54728	83.33333
72	0.85126	3.25468	115	18.54728	83.33333
73	0.94605	3.62131	116	18.54728	83.33333
74	1.04590	4.00845	117	18.54728	83.33333
75	1.15512	4.43331	118	18.54728	83.33333
76	1.27315	4.89866	119	18.54728	83.33333
77]	1.41177]	5.44163]	120]	18.54728]	83.33333]

**TABLE OF LAPSE PROTECTION ACCOUNT
BENCHMARK VALUES PER \$1,000 OF FACE AMOUNT**

As described in the “Monthly Cost of Insurance Rates” provision, we periodically test the policy’s Lapse Protection Account to determine which of 2 sets of cost of insurance rates to assess against such account. We compare the Lapse Protection Account to the Lapse Protection Account Benchmark Values for the corresponding policy year. The Benchmarks per \$1,000 for each policy year are shown below. To determine the actual Benchmark Value for each policy year, the rate below is multiplied by the current Face Amount divided by 1,000.

<u>INSURED'S ATTAINED AGE</u>	<u>LAPSE PROTECTION ACCOUNT BENCHMARK VALUES</u>	<u>INSURED'S ATTAINED AGE</u>	<u>LAPSE PROTECTION ACCOUNT BENCHMARK VALUES</u>
[35	\$[0.00	[78	[\$382.09
36	3.61	79	397.04
37	7.38	80	412.10
38	11.30	81	427.27
39	15.38	82	442.50
40	19.62	83	457.84
41	24.04	84	473.33
42	28.64	85	488.97
43	33.44	86	504.60
44	38.44	87	519.77
45	43.65	88	534.38
46	49.48	89	548.35
47	55.52	90	561.50
48	61.78	91	574.05
49	68.28	92	585.59
50	75.04	93	596.32
51	82.08	94	606.10
52	89.40	95	614.74
53	97.01	96	621.99
54	104.90	97	628.39
55	113.09	98	633.70
56	121.58	99	637.60
57	130.35	100	0.00
58	139.43	101	0.00
59	148.82	102	0.00
60	158.54	103	0.00
61	168.49	104	0.00
62	178.73	105	0.00
63	189.24	106	0.00
64	200.01	107	0.00
65	211.04	108	0.00
66	222.34	109	0.00
67	233.96	110	0.00
68	245.90	111	0.00
69	258.18	112	0.00
70	270.83	113	0.00
71	283.81	114	0.00
72	297.12	115	0.00
73	310.64	116	0.00
74	324.42	117	0.00
75	338.45	118	0.00
76	352.74	119	0.00
77]	367.31]	120]	0.00]

TABLE OF DEATH BENEFIT FACTORS

Death Benefit Factors are used to calculate the death benefit provided under the Section 7702 Minimum Death Benefit (see the "Death Proceeds" section of this policy for further information).

INSUREDS ATTAINED <u>AGE</u>	<u>FACTOR</u>	INSUREDS ATTAINED <u>AGE</u>	<u>FACTOR</u>
[35	[4.97878	[79	[1.34565
36	4.79716	80	1.32126
37	4.62362	81	1.29840
38	4.45793	82	1.27710
39	4.29953	83	1.25713
40	4.14765	84	1.23837
41	4.00214	85	1.22079
42	3.86246	86	1.20441
43	3.72827	87	1.18923
44	3.59943	88	1.17523
45	3.47587	89	1.16231
46	3.35766	90	1.15037
47	3.24470	91	1.13927
48	3.13678	92	1.12851
49	3.03350	93	1.11785
50	2.93438	94	1.10698
51	2.83906	95	1.09549
52	2.74743	96	1.08268
53	2.65940	97	1.06714
54	2.57495	98	1.04711
55	2.49396	99	1.01974
56	2.41640	100	1.00000
57	2.34218	101	1.00000
58	2.27115	102	1.00000
59	2.20308	103	1.00000
60	2.13775	104	1.00000
61	2.07601	105	1.00000
62	2.01710	106	1.00000
63	1.96113	107	1.00000
64	1.90801	108	1.00000
65	1.85752	109	1.00000
66	1.80943	110	1.00000
67	1.76347	111	1.00000
68	1.71937	112	1.00000
69	1.67703	113	1.00000
70	1.63624	114	1.00000
71	1.59715	115	1.00000
72	1.55973	116	1.00000
73	1.52432	117	1.00000
74	1.49073	118	1.00000
75	1.45876	119	1.00000
76	1.42829	120]	1.00000]
77	1.39924		
78]	1.37166]		

WE & YOU

In this policy, the words “we”, “our” or “us” refer to The Guardian Insurance & Annuity Company, Inc., and the words “you” or “your” refer to the Owner of this policy.

When you write to us, please include the policy number, the Insured’s full name, and your current address.

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APPLICATION - Attached to the Policy

RIDERS OR ENDORSEMENTS
(IF ANY) - Attached to the Policy

1. DEFINITIONS

Certain important terms used in this policy are defined below. Additional terms, not explained here, are defined in other parts of this policy.

Attained Age	The insured's Issue Age as shown on page 3, plus the number of policy years completed since the Policy Date.
Basic Policy	This policy, including any attached endorsements and applications, but excluding any additional benefit riders.
Cash Surrender Value	The Policy Account Value less any surrender charge for the policy year, but not less than zero.
Face Amount	The Initial Face Amount minus any face amount decreases that you requested and we agreed to or that resulted from taking a partial withdrawal, since the Issue Date.
Good Order	Notice from the party authorized to initiate a policy transaction under this policy in a format satisfactory to GIAC, including all information required by GIAC to process the requested transaction under this policy.
Initial Face Amount	The Face Amount on this policy's Issue Date. This amount is shown on page 3.
Internal Revenue Code	The Internal Revenue Code of 1986, as amended, and its related rules and regulations.
Issue Age	The insured's age on the birthday nearest the Policy Date. The Issue Age is shown on page 3.
Issue Date	The date this policy is issued at the Customer Service Office. The Issue Date is shown on page 3.
Lapse Protection Account	When there is no outstanding policy loan, if the Lapse Protection Account is greater than zero, the policy will remain in force even if the Policy Account Value is less than zero. The Lapse Protection Account is increased by net premiums you pay and interest we credit to this Account, and is decreased by charges or any partial withdrawals we assess monthly against the Account. It is a reference value only and is used solely to help the policy remain in force when it might otherwise be in danger of lapsing. This Account is not available to the owner for surrender, withdrawal or loan, nor is it used in the determination of a minimum death benefit under the Internal Revenue Code.
Lapse Protection Account Benchmark Value	The amount against which the Lapse Protection Account is compared to determine whether high or low Lapse Protection Account Cost of Insurance charges will be assessed against the Lapse Protection Account.
Loan Account	An account to which values from the unloaned Policy Account Value are transferred when a policy loan is taken. The Loan Account is equal to the Loan Amount plus interest credited to the Loan Account since the last Policy Anniversary.
Loan Amount	The Loan Amount is the sum of any amounts borrowed plus any capitalized loan interest less any loan repayment.
Monthly Deductions	The total of the charges due and payable on each Monthly Processing Date. There are separate Monthly Deductions that are assessed against the Policy Account Value and the Lapse Protection Account.
Monthly Processing Date	The day of each policy month on which the Monthly Deductions are deducted from the Policy Account Value and Lapse Protection Account and certain policy benefits and values are calculated. The Monthly Processing Date is the same date of each calendar month as the Policy Date, or the last day of a calendar month, if earlier.
Net Cash Surrender Value	The Cash Surrender Value less any Policy Debt, but not less than zero.

Net Premium	The portion of a premium payment that is allocated to the policy. Net Premiums are allocated to both the Policy Account Value and the Lapse Protection Account. Prior to applying the premium to the policy, we deduct premium charges based on the percentages shown on the Policy Data page. These premium charges are different for the Policy Account Value and the Lapse Protection Account.
Planned Premium	The premium you designate in the application. The amount or mode of the Planned Premium may be changed if we receive your signed written request for such change in Good Order at the Customer Service Office.
Policy Account Value	Consists of the unloaned Policy Account Value plus any amounts in the Loan Account. It forms the basis of any amount that might be available to you through surrender, withdrawal or policy loan. For a full definition of the Policy Account Value and how it is calculated, please see the "Policy Account Value and Lapse Protection Account" section.
Unloaned Policy Account Value	The portion of the Policy Account Value that is not securing any outstanding loans under the policy. The unloaned Policy Account Value is the Policy Account Value less the Loan Account. See the "Policy Account Value and Lapse Protection Account" section for a definition of the Policy Account Value.
Policy Anniversary	The same date of each calendar year as the Policy Date.
Policy Date	The Policy Date is shown on page 3. Policy months, policy years and Policy Anniversaries are measured from the Policy Date. This date also determines the insured's Issue Age.
Policy Debt	The Loan Amount, plus accrued and unpaid loan interest.
Section 7702	The section of the Internal Revenue Code which defines life insurance.

2. DEATH PROCEEDS

Death Proceeds

The death proceeds become payable to the beneficiary upon our receipt at the Customer Service Office of due proof in Good Order that the insured died while this policy was in force. The death proceeds payable are the sum of the following:

- the greater of the Face Amount of this policy or the Section 7702 Minimum Death Benefit, as described below; and
- any insurance on the insured's life provided by additional benefit riders

less, as of the date of the insured's death:

- an amount of any partial withdrawals since the immediately preceding monthly processing date
- any Policy Debt; and
- any outstanding Policy Account Value Monthly Deductions, or if less and if there is no policy loan, any outstanding Lapse Protection Account Monthly Deductions.

If the death proceeds are not paid within 30 days from the date due proof of death has been furnished to us, we will pay interest on such proceeds from the date of death to the date proceeds are paid, at a yearly interest rate of 8%.

Section 7702 Minimum Death Benefit

If necessary, the death benefit will be increased to equal or exceed the minimum death benefit required by the Cash Value Accumulation Test under Section 7702 of the Internal Revenue Code. The minimum death benefit required under Section 7702 will be calculated on each Monthly Processing Date and will remain in effect until the next Monthly Processing Date. It is equal to the Policy Account Value on the Monthly Processing Date (before monthly deductions) multiplied by the factor for the appropriate Attained Age shown in the Table of Death Benefit Factors on the Policy Data pages.

Maturity Benefit

If the insured is still alive on the Maturity Date shown on the Policy Data page, and this policy is still in effect, we will pay the Policy Account Value to the owner at that time. The amount of any outstanding Policy Debt will be deducted from the Policy Account Value prior to this payment.

3. DECREASING THE FACE AMOUNT

You may request a decrease in the Face Amount at any time. We must receive your signed written request for the decrease in Good Order at the Customer Service Office. To process a decrease in the Face Amount, we require that:

- the insured is living on the date the decrease will take effect;
- the amount of the decrease is at least \$5,000; and
- the reduced Face Amount is not less than the Minimum Face Amount shown on the Policy Data page.

The decrease will take effect on the Monthly Processing Date that is on or next follows the date we receive a request to decrease the Face Amount that meets all of the above requirements.

We will send you an endorsement indicating the new Face Amount when you request a decrease in Face Amount.

The policy's Face Amount can also be decreased in conjunction with your request to make a partial withdrawal. This type of decrease will be treated the same as any other decrease, except that the \$5,000 minimum does not apply.

Increases in Face Amount are not allowed.

4. OWNER AND BENEFICIARY

Owner

The owner is named in the application or in any later change shown in our records. While the insured is living and subject to any assignment on file with us, the owner alone has the right to receive all benefits and exercise all rights this policy grants or we allow.

Successor Owner

A numbered sequence may be used to name successor owners. If the owner dies, ownership passes to the next designated successor owner then living. If none is then living, ownership passes to the owner's estate. No successor owner is permitted when the insured and the owner are the same person.

Joint Owner

If more than one person is named as owner with no numbered sequence or the same number sequence (as described in "Successor Owner" above), they are joint owners. Any request for a policy transaction or change must be signed by all of the joint owners named in our records. Unless otherwise provided, if a joint owner dies, ownership passes to the surviving joint owner(s) equally. When the last joint owner dies, ownership passes to that person's estate, unless otherwise provided.

Beneficiary

The beneficiary is named in the application or in any later change shown in our records. We will pay the death proceeds to the beneficiary, subject to the terms of the "Death Proceeds" provision. Unless otherwise provided, in order to receive proceeds at the insured's death, a beneficiary must be living on the earlier of:

- the date we receive due proof of the insured's death in Good Order at the Customer Service Office; or
- the 15th day after the insured's death.

Unless otherwise provided, if no designated beneficiary is living on such earlier date, the owner or the owner's estate is the beneficiary.

Contingent Beneficiary

A numbered sequence may be used to name contingent beneficiaries. The beneficiary is the living person(s) designated by the lowest number in the sequence.

Concurrent Beneficiary

If more than one person is named as beneficiary with no number or the same number, those persons are concurrent beneficiaries. Shares are equal, unless otherwise specified. If shares are equal, the share of a concurrent beneficiary who predeceases the insured will be shared equally by the surviving concurrent beneficiaries. If unequal shares are specified and a concurrent beneficiary predeceases the insured, the beneficiary of that share will be the owner or the owner's estate.

Change of Owner or Beneficiary

You may change the owner of this policy or a beneficiary by your signed written request in Good Order. The change will take effect as of the date the request is signed, whether or not the insured is living when we receive the request at the Customer Service Office. However, the change will not apply to any payments we made or actions we took on or before the date we receive the request.

Assignment

We will not be bound by any assignment unless the original, or a copy, is filed at the Customer Service Office in Good Order. An assignment must be signed and dated by both the assignor and the assignee and, as applicable, by the beneficiary. The rights of any owner or beneficiary and the entire contract, as defined in "The Contract" provision of this policy, will be subject to the assignment.

We will rely solely on the assignee's statement as to the amount of the assignee's interest. We will not be responsible for the validity of any assignment. Unless otherwise provided, the assignee may exercise all rights this policy grants except: the right to change the owner or beneficiary, the right to elect a Payment Option.

Assignments are subject to all payments we made or actions we took on or before the date we receive the assignment in Good Order at the Customer Service Office.

5. PREMIUMS, LAPSE AND REINSTATEMENT

Premium Payment

The first premium is due on the Issue Date. This premium must be at least equal to the Minimum Premium to Issue Policy, which is shown on the Policy Data page. If this policy is backdated, the minimum to issue premium includes an amount to cover the Monthly Deductions due between the Policy Date and the Issue Date. This policy is in force when the first premium is paid, but not before the Issue Date. After the first premium, all other premiums are payable only at the Customer Service Office. Upon request, we will give you a receipt signed by one of our officers. Premiums may be paid at any time while this policy is in force, subject to our premium limitations.

A Planned Premium was selected when this policy was applied for. We will send reminder notices for the Planned Premium annually, semi-annually, or quarterly as requested. However, no premium needs to be paid unless the policy is in danger of lapsing as described in the "Grace Period" provision.

The minimum premium payment we will accept is \$100 unless we have authorized payment under a pre-authorized check plan. The minimum premium payment we will accept under a pre-authorized check plan is \$25.

All premium payments made under this policy are subject to a premium charge before they are applied to the policy. The premium charges are shown on the Policy Data page and differ between the Policy Account Value and the Lapse Protection Account.

Premium Limitations

We will accept any payment that would not result in an increase in the death proceeds as a result of Section 7702. We will refund to you any portion of a premium payment that violates this rule.

Crediting Payments

Premiums made under this policy are credited differently to the Policy Account Value and the Lapse Protection Account.

For the Policy Account Value, the net premium after deducting the Policy Account Value Premium Charge is credited as of the date it is received at our Customer Service Office. Such amount will first be used to pay any uncollected Policy Account Value Monthly Deductions. The balance of the net premium, if any, is added to the Policy Account Value.

For the Lapse Protection Account, the net premium after deducting the Lapse Protection Account Premium Charge is credited as of the Monthly Processing Date that is on or immediately preceded the date we received the payment at our Customer Service Office. The entire net premium is applied to the Lapse Protection Account regardless of any uncollected Policy Account Value Monthly Deductions or outstanding Policy Debt. However if the premium is received during the grace period, the net premium will first be used to pay any due and uncollected Lapse Protection Account Monthly Deductions.

When there is a policy loan outstanding, and a payment is received at the Customer Service Office without being identified specifically as a premium payment or a loan repayment, such payment will be applied first to repay any Policy Debt. The balance of the amount paid, if any, is then credited as described above.

Continuation of Insurance

On each Monthly Processing Date, Monthly Deductions are subtracted from the policy. Policy Account Value Monthly Deductions are subtracted from the Policy Account Value and Lapse Protection Account Monthly Deductions are subtracted from the Lapse Protection Account. If there is a policy loan outstanding, only the unloaned Policy Account Value is available to cover the cost of Policy Account Value Monthly Deductions. This policy may lapse if either of the 2 situations described in the Grace Period provision occurs.

Grace Period

We will allow a grace period of 61 days after any Monthly Processing Date that either of the following 2 situations occurs:

1. If there is a policy loan outstanding, when the Policy Account Value (after subtracting the Policy Account Value Monthly Deduction charges) minus the Policy Debt is less than zero.
2. If there is no loan outstanding, then when both of the following situations occur:
 - the Policy Account Value is not enough to cover the Policy Account Value Monthly Deduction Charges due on that date; and
 - the Lapse Protection Account is not greater than the Lapse Protection Account Monthly Deduction Charges due on that date.

Any Monthly Deductions that cannot be collected because of insufficient value in the policy are considered due and uncollected Monthly Deductions.

During the grace period, the policy remains in force. In order to prevent your policy from lapsing, you must make the required payment as described below by the end of the grace period. If you do not make such a premium payment by that time, this policy will lapse without value. Before applying any such payment to the policy, we will first use the payment to cover any due and uncollected Monthly Deductions.

While the policy is in the grace period, we will mail you a notice, at least 31 days before the end of the grace period, to notify you that the policy is in danger of lapsing and to inform you of the required payment to keep the policy in force as of the date the notice was produced. This notice will be mailed to the last known address for the policyowner (and any assignee) on our records. The required payment to avoid lapse is:

1. If there is a policy loan outstanding, a payment such that the Policy Account Value after applying such payment is greater than the Policy Debt.
2. If there is no policy loan outstanding, a payment (after deducting the appropriate Premium Charge) equal to the lesser of:
 - An amount that makes the Policy Account Value greater than zero after paying all due and uncollected Policy Account Value Monthly Deductions; or
 - An amount that makes the Lapse Protection Account greater than zero after paying all due and uncollected Lapse Protection Account Monthly Deductions.

Reinstatement

If this policy lapses, it is eligible for reinstatement within 3 years after the date of lapse. We will not reinstate this policy if it was previously surrendered for its Net Cash Surrender Value.

The reinstatement will not take effect until we approve the application for reinstatement, and receive payment of all amounts due as described below.

For all reinstatements, we require:

- A signed written application in Good Order to be sent to our Customer Service Office;
- Evidence of insurability for the insured satisfactory to us;
- That the insured must be living on the date the reinstatement takes effect;

The required payments for reinstatement depend of whether there was an outstanding loan at the time of lapse. If there was a loan outstanding, we require:

- A premium payment of an amount equal (after deduction of the Policy Account Value Premium Charge) to the amount by which the Policy Account Value minus Policy Account Value Monthly Deductions minus Policy Debt was less than zero on the date the policy lapsed. We will also require payment of interest on this amount at an annual rate of 3% from the date of lapse to the date of reinstatement.
- Payment or reinstatement of any outstanding Policy Debt as of the date of lapse with interest at the policy loan interest rate from the date of lapse to the date of reinstatement (see the "Policy Loans" provision). We will also credit interest to the Loan Account at the interest rate described in the "Loan Account" provision;
- A premium payment of an amount equal (after deduction of the Policy Account Value Premium Charges) to 3 times the current Policy Account Value Monthly Deductions that were due on the Monthly Processing Date that was on or immediately preceded the date of lapse.

If there was no policy loan outstanding at the time of lapse, then we require:

- A premium payment of an amount equal (after deduction of the Lapse Protection Account Premium Charge) to the lesser of the amount by which the Policy Account Value was less than the Policy Account Value Monthly Deductions at the time of lapse, or the amount by which the Lapse Protection Account was less than the Lapse Protection Account Monthly Deductions as of the date of lapse, along with;
- Interest on this amount at an annual rate of 6% from the date of lapse to the date of reinstatement date; and
- A premium payment of an amount equal (after deduction of the Lapse Protection Account Premium Charge) to 3 times the current Lapse Protection Account Monthly Deductions from as calculated on the date of reinstatement.

The date of reinstatement will be the Monthly Processing Date on or after the date we approve the reinstatement. Charges for the policy after reinstatement, including surrender charges and Lapse Protection Account Benchmark Values, will be based on the Attained Age at the time of reinstatement and the duration from original issue of the policy, as if the policy had never lapsed. The Policy Account Value upon reinstatement will be the Policy Account Value in effect at the time of lapse, plus the net premium payment described above and any loan repayment you make at the time of reinstatement (following the rules set forth in the "Loan Repayments" provision). The Lapse Protection Account upon reinstatement will be the Lapse Protection Account in effect at the time of lapse, plus the net premium described above that was paid at reinstatement.

The right to exchange this policy, as described in the "Exchange of Policy" provision, will be suspended for one year following the date of reinstatement.

6. POLICY ACCOUNT VALUE AND LAPSE PROTECTION ACCOUNT

When this policy is issued, both a Policy Account Value and a Lapse Protection Account are created. The Policy Account Value forms the basis of any amount that may be available to you through a surrender, partial withdrawal or policy loan. The Lapse Protection Account is a reference value only and does not represent an amount available to you through surrender, partial withdrawal or policy loan. Instead, the Lapse Protection Account exists solely for the purpose of helping this policy remain in force when it might otherwise be in danger of lapsing. Please see the "Grace Period" provision for further information.

Policy Account Value

On the Issue Date, the Policy Account Value is equal to the initial premium you pay less the Policy Account Value Premium Charge and the Policy Account Value Monthly Deductions due on that date. On each subsequent Monthly Processing Date the Policy Account Value is equal to:

- The Policy Account Value on the prior Monthly Processing Date; less
- Any partial withdrawals made since that date; plus
- All premiums received since the prior Monthly Processing Date less the Policy Account Value Premium Charges; plus
- Any interest credited to the Policy Account Value for the prior month; less
- The Policy Account Value Monthly Deductions due on that date.

On a date other than Monthly Processing Date, the Policy Account Value is equal to:

- The Policy Account Value on the prior Monthly Processing Date, less
- Any partial withdrawals made since that date, plus
- All premiums received since the prior Monthly Processing Date less the Policy Account Value Premium Charges, plus
- Any interest credited to the Policy Account Value for the number of days since the prior Monthly Processing Date.

The total Policy Account Value consists of the unloaned Policy Account Value, plus any amounts in the Loan Account, which is created when a policy loan is taken.

Lapse Protection Account

On the Issue Date, the Lapse Protection Account is equal to the initial premium you pay less the Lapse Protection Account Premium Charge and the Lapse Protection Account Monthly Deductions due on that date. On each subsequent Monthly Processing Date the Lapse Protection Account is equal to:

- The Lapse Protection Account on the prior Monthly Processing Date; less
- Any partial withdrawals made since that date; plus
- All premiums received since the prior Monthly Processing Date less the Lapse Protection Account Premium Charges. All premiums received on a date other than a Monthly Processing Date are credited to the Lapse Protection Account as of the prior Monthly Processing Date; plus
- Any interest credited to the Lapse Protection Account for the prior month; less
- The Lapse Protection Account Monthly Deductions due on that date.

On a date other than Monthly Processing Date, the Lapse Protection Account is equal to:

- The Lapse Protection Account on the prior Monthly Processing Date, less
- Any partial withdrawals made since that date, plus
- All premiums received since the prior Monthly Processing Date less the Lapse Protection Account Premium Charges. All premiums received on a date other than a Monthly Processing Date are credited to the Lapse Protection Account as of the prior Monthly Processing Date; plus
- Any interest credited to the Lapse Protection Account for the number of days since the prior Monthly Processing Date.

Interest Credited

We will credit interest to the Policy Account Value and the Lapse Protection Account. Interest will accrue daily and will be credited to the Policy Account Value and the Lapse Protection Account on each Monthly Processing Date. The interest credited to the Policy Account Value is based on an annual rate shown on the Policy Data page. This interest applies to both the unloaned Policy Account Value and the Loan Account. The interest credited to the Lapse Protection Account is based on the annual rate shown on the Policy Data page.

Monthly Deductions

On each Monthly Processing Date, we will deduct Monthly Deductions from the unloaned Policy Account Value and the Lapse Protection Account. The Monthly Deductions for a policy month are the sum of:

- the administrative charges;
- the monthly costs for any riders; and
- the monthly cost of insurance charge;

The Monthly Deductions are calculated after we process any other requested transactions on the policy, such as premium payments, loan repayments, withdrawals, and face amount changes.

For the Lapse Protection Account only, if a premium is paid on a date other than a Monthly Processing Date, the net premium is credited as of the prior Monthly Processing Date. When this occurs, we will recalculate the Lapse Protection Account and the Lapse Protection Account Monthly Deductions as of that prior Monthly Processing Date.

Administrative Charges

The Administrative Charges assessed on the Monthly Processing Date are shown on the Policy Data pages. These charges are different for the Policy Account Value and the Lapse Protection Account. The administrative charges are not affected by subsequent decreases in the Face Amount.

Monthly Rider Charges

There may be a monthly charge associated with any rider benefits you have elected to have included in your policy. If applicable, these charges are shown on the Policy Data page. These charges will be deducted for the number of years shown on the Policy Data page. These charges do not differ between the Policy Account Value and the Lapse Protection Account.

Monthly Cost of Insurance

The monthly cost of insurance charge is deducted on each Monthly Processing Date. A separate Cost of Insurance charge is calculated for the Policy Account Value and the Lapse Protection Account. The monthly Cost of Insurance charge equals (a) multiplied by (b), where:

- (a) is the applicable cost of insurance rate in effect on that Monthly Processing Date; and
- (b) is the applicable Net Amount at Risk on the Monthly Processing Date, divided by 1,000.

The net amount at risk is calculated separately for the Policy Account Value and the Lapse Protection Account. For the Policy Account Value, the net amount at risk is equal to the current death benefit (taking into account any minimum death benefit described in the "Death Proceeds" provision) minus the Policy Account Value on the Monthly Processing Date. For the Lapse Protection Account, the net amount at risk is equal to the current Face Amount minus the Lapse Protection Account on the Monthly Processing Date, but not less than zero. In both cases, the monthly cost of insurance charge is calculated after the deduction of the monthly policy administrative charges and all monthly rider charges.

Monthly Cost of Insurance Rates

For the Policy Account Value, the monthly cost of insurance rates we use in the calculation of the monthly cost of insurance charge are shown on Policy Data page 4. These rates are guaranteed not to change.

For the Lapse Protection Account, there are 2 separate sets of monthly cost of insurance rates, referred to in this policy as High COI rates and Low COI rates. These Cost of Insurance Rates are shown on Policy Data page 4.1. Use of the Low COI rates results in a lower monthly cost of insurance charge than if we had used the High COI rates. We test the policy periodically to determine whether High COIs or Low COIs will be used.

On each Policy Anniversary beginning with the first Anniversary, we compare the actual Lapse Protection Account for your policy (before any premiums are applied and before we deduct monthly charges) to the Lapse Protection Account Benchmark Value. The Lapse Protection Account Benchmark Value is calculated as the applicable rate shown on Policy Data page 4.2 multiplied by the current Face Amount divided by 1,000. If the Lapse Protection Account at that time is greater than the Lapse Protection Account Benchmark Value, then we will calculate the monthly cost of insurance charge for the Lapse Protection Account using the Low COI rates. The same test will be repeated on each subsequent Monthly Processing Date.

If on a Monthly Processing Date, the Lapse Protection Account at that time is less than or equal to the Lapse Protection Account Benchmark Value, then we will calculate the monthly cost of insurance charge for the Lapse Protection Account using High COIs. We will continue to use High COIs for each Monthly Processing Date for the remainder of the current policy year. The test will not be performed again until the beginning of the next policy year. On the next Policy Anniversary, we will again test the Lapse Protection Account against the Lapse Protection Account Benchmark Value to determine the applicable cost of insurance rates to use.

7. PARTIAL WITHDRAWALS AND SURRENDER

Partial Withdrawals

At any time while the insured is living, you may request a partial withdrawal from the Net Cash Surrender Value, subject to the conditions described below. All partial withdrawals will reduce the unloaned Policy Account Value and the Lapse Protection Account by the amount of the partial withdrawal, effective as of the day we receive your signed written request in Good Order. All or part of the partial withdrawal may also reduce the Face Amount of the policy, as described below. This Face Amount decrease, if any, will occur on the Monthly Processing Date.

The conditions for taking a partial withdrawal are as follows:

- we must receive your signed written request in Good Order at the Customer Service Office;
- the withdrawal must be at least equal to the minimum partial withdrawal amount shown on the Policy Data page;
- the Face Amount remaining after any reduction, as specified below, may not be less than the Minimum Face Amount shown on the Policy Data pages; and
- the Net Cash Surrender Value after a partial withdrawal must be at least equal to 3 times the most recent Policy Account Value Monthly Deductions.

We will reduce the Face Amount on the next following Monthly Processing Date by the amount of the partial withdrawal minus the amount by which (a) exceeds (b) where:

(a) equals the Policy Account Value; and

(b) equals the Face Amount, divided by the applicable Death Benefit Factor shown on the Policy Data pages.

We will send you an endorsement indicating the new Face Amount due to any partial withdrawal.

We will not process any request for a partial withdrawal that exceeds the amount available.

Surrender

You may surrender this policy for its full Net Cash Surrender Value by sending us this policy and your signed written request in Good Order to our Customer Service Office. The surrender will take effect as of the day we receive the written request. Upon surrender, this policy will terminate and all insurance under this policy will end. If the surrender request is processed on a Monthly Processing Date, we will not deduct the Monthly Deductions due on that Date from the Policy Account Value in determining the Net Cash Surrender Value.

We will deduct surrender charges if this policy is surrendered for its Net Cash Surrender Value during the surrender charge period.

A Table of Surrender Charges applicable to this policy is shown on the Policy Data pages. Surrender charges are not affected by decreases in Face Amount.

8. POLICY LOANS

You may obtain a policy loan at any time the insured is living. We must receive your signed written request in Good Order at our Customer Service Office. This policy must be assigned to us; this is the only security needed. The policy loan will take effect as of the day we receive the written request. The minimum loan amount is \$500, but we will permit a lower amount if the maximum amount that can be borrowed is less than \$500.

While a policy loan is outstanding, the Lapse Protection Account is not available to help prevent this policy from lapsing. We will continue to allocate net premiums you pay to the Lapse Protection Account and deduct applicable monthly charges as described throughout this policy.

Loan Value

The loan value is the maximum amount you can borrow on this policy. The loan value on any given date is:

- the Cash Surrender Value on that date; less
- the amount of any Policy Debt on that date; less
- the amount of any interest which will accrue on any existing Policy Debt and the new requested loan from the current date to the next Policy Anniversary; less
- the amount of the most recent Policy Account Value Monthly Deductions made multiplied by the number of Monthly Processing Dates that will occur between the current date and the next Policy Anniversary.

We will not process any request for loan amount that exceeds the amount available.

Policy Debt at Death

Any Policy Debt not repaid upon the insured's death will be deducted from the death proceeds.

Loan Interest

Loan interest accrues daily and is payable in arrears on each Policy Anniversary. The annual interest rate charged on policy loans is shown on the Policy Data page. Any accrued and unpaid interest as of the Policy Anniversary will be capitalized and added to the Loan Amount and will be charged interest at the same rate.

See the "Loan Repayment" provision for interest on date a loan repayment is made.

Loan Account

When you take a policy loan, we transfer an amount equal to the loan amount from the unloaned Policy Account Value into a Loan Account. An amount equal to the loan amount remains in the Loan Account until the loan is repaid. The Lapse Protection Account is not reduced by any loans.

Amounts in the Loan Account also earn interest from the date of the transfer at an effective yearly rate as shown on the Policy Data page. Interest accrues daily and is credited to the Loan Account whenever a financial transaction takes place under the policy. The interest we credit to the loaned amount remains in the Loan Account until the next Policy Anniversary. On the Anniversary, interest due on the loan becomes payable. If you do not pay this interest, we will attempt to pay it using values in your policy. In doing so, we will first use any interest that has accrued on the outstanding loan that was credited to the Loan Account. If this interest is not sufficient to cover the loan interest due, we will transfer an amount from the unloaned Policy Account Value needed to increase the Loan Account to equal the Policy Debt. If there is not enough unloaned Policy Account Value to cover the full transfer, then we will transfer what is available and you must make a loan repayment to cover the difference within 61 days or the policy will lapse. We will notify you at least 31 days before the policy lapses and advise you of this situation. However, the loan interest that was not covered by the transfer will continue to be part of the Policy Debt.

Loan Repayment

Any outstanding Policy Debt may be repaid at any time before the insured's death while this policy is in force. Loan repayments are not allocated to the Lapse Protection Account. Any outstanding Policy Debt may also be repaid within 60 days after the insured's death if the policy was in force on the date of the insured's death and the death proceeds of this policy have not been paid in one sum or applied under a payment option. All loan repayments are credited to the policy on the day we receive the payment at our Customer Service Office. The minimum loan repayment amount is shown on the Policy Data page.

In general, loan repayments are applied first to pay loan interest accrued but not yet capitalized, and then to loan principal outstanding. The specific procedure depends on:

- (a) the amount of the loan repayment; and
- (b) the amount of loan interest that has accrued but not yet been capitalized.

If (a) is greater than or equal to (b), we will reduce the interest that has accrued but not yet been capitalized and the interest credited to the loaned amount since the previous policy anniversary to zero. The amount by which the loan repayment exceeds the loan interest that has accrued but not yet been capitalized will reduce the Loan Amount. We do this by transferring an amount equal to the excess from the Loan Account to the unloaned Policy Account Value.

If (a) is less than (b), then we will reduce both the loan interest that has accrued but not yet been capitalized and the interest credited to the loaned amount since the previous Policy Anniversary, by the ratio of (a) divided by (b). The amount by which the interest credited is reduced is transferred from the Loan Account to the unloaned Policy Account Value.

9. EXCHANGE OF POLICY

The owner may exchange this policy for a new whole life policy on the life of the insured at any time (until the applicable date shown on the Policy Data page. Evidence of insurability will not be required. This exchange is subject to the following conditions:

- We must receive your signed written request at our Customer Service office in Good Order. This policy must be surrendered to us;
- this policy must be in force with all due Monthly Deductions paid to the exchange date;
- the exchange cost, if any, must be paid to the issuing company (see "Exchange Cost or Credit" below);
- any outstanding Policy Debt must be repaid to us;
- the new policy will be a level annual premium whole life plan then being issued by us or our parent company. Our parent company is The Guardian Life Insurance Company of America;
- the new policy will have the same Policy Date as this policy;
- the Face Amount of the new policy will be for the same Face Amount as this policy;
- the new policy's underwriting class will be based on the underwriting classes made available by the issuing company and will be comparable to the underwriting class of this policy. However, it will be subject to any Face Amount limitations then in effect;
- premiums for the new policy will be based on the published rates of the issuing company on the exchange date. The premiums will depend on the new policy's plan, Face Amount and underwriting class, and the insured's Age and sex; the contestable and suicide periods for the new policy will be measured from the Issue Date of this policy; and
- the new policy will be subject to any existing assignment of this policy.

Riders

Additional benefit riders will be available on the new policy only if the issuing company agrees. Satisfactory evidence of insurability will be required. All riders on the new policy will be subject to the issuing company's rules on the exchange date.

Exchange Cost or Credit

In some cases, there may be an exchange cost or credit, depending on the amount applied to the new policy.

On or before the fifth policy anniversary, we use the following 2 values to determine the amount of the exchange cost or credit:

- (a) the cumulative premiums for the new policy with an annual interest rate of 6%, less the cumulative premiums for this policy with an annual interest rate of 6%; or
- (b) the cash value of the new policy, less this policy's Net Cash Surrender Value on the exchange date.

If either or both of these values are greater than zero, then you must pay an exchange cost to the issuing company. If both of these values are less than zero, then the issuing company will pay you an exchange credit. The exchange cost will be the greater of (a) or (b); if one value is positive and one value is negative, the exchange cost will be the positive value. The exchange credit will be the greater of (a) or (b), meaning the amount which is closer to zero.

After the fifth policy anniversary, the exchange cost or credit is determined only by (b) above. If this amount is greater than zero, you must pay this as an exchange cost; if it is negative, the issuing company will pay you an exchange credit.

When an exchange credit is payable, it may be paid in the form of paid-up additions under the new policy.

Exchange Date

The exchange date is the Issue Date of the new policy. This date is the later of: (a) the date we receive your signed written request for exchange in Good Order and this policy at the Customer Service Office; or (b) the date the issuing company receives any exchange cost payable by you.

10. PAYMENT OPTIONS

Payment of Proceeds

The proceeds of this policy will be paid in one sum, unless otherwise provided. All or part of this sum may be applied under any payment option described below or in any other manner we approve. The payee under any payment option must be a natural person.

Election of Payment Options

During the insured's lifetime, you may choose any option for payment of the death proceeds. If no election is in force when the proceeds become payable, the payee may make an election. For death proceeds, election must be made within one year after the insured's death. For other proceeds, election must be made within 60 days after the proceeds become payable.

You may appoint a secondary payee to receive any payments remaining after the death of the payee. Upon the death of any payee receiving payments under an option, the remaining payments will be continued to the secondary payee or paid in one sum as described in the "Termination" provision, whichever is elected.

Any election must be in a written form satisfactory to us.

Options Available

Option 1 - Proceeds Left at Interest: We will hold the proceeds, making monthly interest payments. The yearly guaranteed interest rate is 3%.

Option 2 - Payments of a Specified Amount: We will make monthly payments of a specified amount until the proceeds and interest are fully paid. The total amount paid each year must be at least 10% of the original proceeds. Interest will be added to the proceeds each year; the yearly guaranteed interest rate is 3%.

Option 3 - Payments for a Specified Period: We will make monthly payments for the number of years elected. The guaranteed monthly payments shown in the Option 3 table include interest at 3% per year.

Option 4 - Life Income with 10 Years Guaranteed: We will make monthly payments for 10 years and for the remaining lifetime of the person on whose life the option is based. The guaranteed monthly payments shown in the Option 4 table include interest at 3% per year.

Option 5 - Refund Life Income: We will make monthly payments until the total amount paid equals the proceeds settled, and for the remaining lifetime of the person on whose life the option is based. The guaranteed monthly payments shown in the Option 5 table include interest at 3% per year.

Option 6 - Joint and Survivor Income with 10 Years Guaranteed: We will make monthly payments for 10 years and for the remaining lifetime of either of the two persons on whose lives the option is based. The guaranteed monthly payments shown in the Option 6 table include interest at 3% per year.

The Payment Option Tables for options 4, 5 and 6 are based on the Annuity 2000 Mortality Tables (male and female), projected 20 years to the year 2020 by 100% of male Scale G factors for males and 50% of female Scale G factors for females.

Payment Provisions

The effective date of any option is the date the proceeds become payable. This date is the option date. Death proceeds are payable as of the date of the insured's death. At least \$5,000 must be applied under each option selected, and

each periodic payment must be at least \$50. After an option becomes effective, it cannot be terminated for payment in one sum, unless otherwise provided. The first payment under Option 1 is due one month after the option date. The first payment under Option 2, 3, 4, 5, or 6 is due on the option date. We require satisfactory proof of age of any person on whose life the option is based before any payment is made. Under Option 4, 5, or 6, the present value of future benefits may not be withdrawn.

Termination

Upon termination of either Option 1 or Option 2, we will pay any unpaid proceeds with any accrued interest. Upon termination of Option 3, we will pay the present value on the basis of 3% yearly compound interest of any unpaid payments for the specified period. Upon termination of Option 4, 5, or 6, we will pay the present value of any unpaid payments for the guaranteed period, which is derived using the interest rate which was used in computing the actual monthly payment.

PAYMENT OPTION TABLES

OPTION 3 - PAYMENTS FOR A SPECIFIED PERIOD

GUARANTEED MONTHLY PAYMENT FOR EACH \$1000 OF PROCEEDS

Years	1	2	3	4	5	6	7	8	9	10
Amount	\$ 84.47	42.86	28.99	22.06	17.91	15.14	13.16	11.68	10.53	9.61
Years	11	12	13	14	15	16	17	18	19	20
Amount	\$ 8.86	8.24	7.71	7.26	6.87	6.53	6.23	5.96	5.73	5.51
Years	21	22	23	24	25	26	27	28	29	30
Amount	\$ 5.32	5.15	4.99	4.84	4.71	4.59	4.47	4.37	4.27	4.18

OPTIONS 4 AND 5 - GUARANTEED MONTHLY PAYMENT FOR EACH \$1000 OF PROCEEDS+

Age	Option 4		Option 5		Age	Option 4		Option 5	
	Male	Female	Male	Female		Male	Female	Male	Female
20	2.93	2.89	2.92	2.88	54	4.13	3.96	4.01	3.88
21	2.95	2.90	2.94	2.89	55	4.20	4.03	4.07	3.94
22	2.97	2.92	2.95	2.91	56	4.27	4.10	4.13	4.00
23	2.98	2.93	2.97	2.92	57	4.35	4.17	4.20	4.06
24	3.00	2.95	2.99	2.94	58	4.43	4.24	4.27	4.13
25	3.02	2.96	3.00	2.95	59	4.52	4.32	4.34	4.20
26	3.04	2.98	3.02	2.97	60	4.61	4.41	4.42	4.27
27	3.06	3.00	3.04	2.99	61	4.71	4.50	4.50	4.35
28	3.08	3.02	3.06	3.01	62	4.81	4.59	4.59	4.43
29	3.10	3.04	3.08	3.03	63	4.92	4.69	4.68	4.52
30	3.12	3.06	3.10	3.05	64	5.03	4.80	4.77	4.61
31	3.15	3.08	3.13	3.07	65	5.15	4.91	4.87	4.70
32	3.17	3.10	3.15	3.09	66	5.28	5.03	4.97	4.81
33	3.20	3.12	3.17	3.11	67	5.41	5.16	5.08	4.91
34	3.22	3.15	3.20	3.13	68	5.54	5.29	5.20	5.03
35	3.25	3.17	3.23	3.16	69	5.68	5.43	5.32	5.15
36	3.28	3.20	3.25	3.18	70	5.83	5.57	5.44	5.27
37	3.31	3.23	3.28	3.21	71	5.98	5.73	5.58	5.41
38	3.35	3.26	3.31	3.24	72	6.14	5.89	5.72	5.55
39	3.38	3.29	3.34	3.26	73	6.30	6.06	5.86	5.70
40	3.42	3.32	3.38	3.29	74	6.46	6.24	6.02	5.86
41	3.45	3.35	3.41	3.32	75	6.63	6.42	6.18	6.03
42	3.49	3.39	3.44	3.36	76	6.80	6.61	6.35	6.20
43	3.53	3.42	3.48	3.39	77	6.97	6.81	6.53	6.39
44	3.58	3.46	3.52	3.43	78	7.15	7.00	6.72	6.59
45	3.62	3.50	3.56	3.46	79	7.33	7.20	6.92	6.80
46	3.67	3.54	3.60	3.50	80	7.51	7.40	7.13	7.03
47	3.72	3.59	3.64	3.54	81	7.68	7.60	7.35	7.26
48	3.77	3.63	3.69	3.58	82	7.86	7.80	7.59	7.52
49	3.82	3.68	3.74	3.63	83	8.03	7.99	7.83	7.78
50	3.87	3.73	3.79	3.67	84	8.19	8.17	8.09	8.06
51	3.93	3.79	3.84	3.72	85	8.35	8.34	8.37	8.35
52	3.99	3.84	3.89	3.77					
53	4.06	3.90	3.95	3.82					

+ Guaranteed monthly payments for any ages not shown will be furnished upon request.

PAYMENT OPTION TABLES

OPTION 6- GUARANTEED MONTHLY PAYMENT FOR EACH \$1000 OF PROCEEDS+

Female Age	Male Age									
	50	51	52	53	54	55	56	57	58	59
50	3.44	3.46	3.48	3.50	3.51	3.53	3.54	3.55	3.57	3.58
51	3.47	3.49	3.50	3.52	3.54	3.56	3.57	3.59	3.60	3.62
52	3.49	3.51	3.53	3.55	3.57	3.58	3.60	3.62	3.63	3.65
53	3.51	3.53	3.55	3.57	3.59	3.61	3.63	3.65	3.67	3.69
54	3.53	3.55	3.58	3.60	3.62	3.64	3.66	3.68	3.70	3.72
55	3.55	3.58	3.60	3.62	3.65	3.67	3.69	3.72	3.74	3.76
56	3.57	3.60	3.62	3.65	3.67	3.70	3.72	3.75	3.77	3.79
57	3.59	3.62	3.65	3.67	3.70	3.73	3.75	3.78	3.80	3.83
58	3.61	3.64	3.67	3.70	3.73	3.75	3.78	3.81	3.84	3.86
59	3.63	3.66	3.69	3.72	3.75	3.78	3.81	3.84	3.87	3.90
60	3.64	3.68	3.71	3.74	3.78	3.81	3.84	3.87	3.90	3.94
61	3.66	3.70	3.73	3.76	3.80	3.83	3.87	3.90	3.94	3.97
62	3.68	3.71	3.75	3.79	3.82	3.86	3.90	3.93	3.97	4.00
63	3.69	3.73	3.77	3.81	3.84	3.88	3.92	3.96	4.00	4.04
64	3.71	3.75	3.79	3.83	3.87	3.91	3.95	3.99	4.03	4.07
65	3.72	3.76	3.80	3.84	3.89	3.93	3.97	4.02	4.06	4.10
66	3.73	3.78	3.82	3.86	3.91	3.95	4.00	4.04	4.09	4.13
67	3.75	3.79	3.83	3.88	3.92	3.97	4.02	4.07	4.12	4.16
68	3.76	3.80	3.85	3.89	3.94	3.99	4.04	4.09	4.14	4.19
69	3.77	3.81	3.86	3.91	3.96	4.01	4.06	4.11	4.17	4.22
70	3.78	3.83	3.87	3.92	3.97	4.03	4.08	4.14	4.19	4.25

Female Age	Male Age										
	60	61	62	63	64	65	66	67	68	69	70
50	3.59	3.60	3.61	3.62	3.63	3.64	3.65	3.66	3.67	3.67	3.68
51	3.63	3.64	3.65	3.66	3.67	3.68	3.69	3.70	3.71	3.72	3.72
52	3.66	3.68	3.69	3.70	3.72	3.73	3.74	3.75	3.76	3.76	3.77
53	3.70	3.72	3.73	3.75	3.76	3.77	3.78	3.79	3.80	3.81	3.82
54	3.74	3.76	3.77	3.79	3.80	3.82	3.83	3.84	3.85	3.86	3.87
55	3.78	3.80	3.81	3.83	3.85	3.86	3.88	3.89	3.90	3.92	3.93
56	3.81	3.84	3.86	3.87	3.89	3.91	3.93	3.94	3.96	3.97	3.98
57	3.85	3.88	3.90	3.92	3.94	3.96	3.98	3.99	4.01	4.02	4.04
58	3.89	3.92	3.94	3.96	3.99	4.01	4.03	4.05	4.06	4.08	4.10
59	3.93	3.96	3.98	4.01	4.03	4.06	4.08	4.10	4.12	4.14	4.16
60	3.97	4.00	4.02	4.05	4.08	4.11	4.13	4.15	4.18	4.20	4.22
61	4.00	4.04	4.07	4.10	4.13	4.16	4.18	4.21	4.24	4.26	4.28
62	4.04	4.08	4.11	4.14	4.18	4.21	4.24	4.27	4.29	4.32	4.35
63	4.08	4.11	4.15	4.19	4.22	4.26	4.29	4.32	4.35	4.38	4.41
64	4.11	4.15	4.19	4.23	4.27	4.31	4.35	4.38	4.41	4.45	4.48
65	4.15	4.19	4.23	4.28	4.32	4.36	4.40	4.44	4.48	4.51	4.55
66	4.18	4.23	4.27	4.32	4.36	4.41	4.45	4.50	4.54	4.58	4.61
67	4.21	4.26	4.31	4.36	4.41	4.46	4.51	4.55	4.60	4.64	4.68
68	4.25	4.30	4.35	4.40	4.46	4.51	4.56	4.61	4.66	4.71	4.75
69	4.28	4.33	4.39	4.44	4.50	4.56	4.61	4.67	4.72	4.77	4.82
70	4.31	4.36	4.42	4.48	4.54	4.60	4.66	4.72	4.78	4.84	4.89

+ Guaranteed monthly payments for any ages not shown will be furnished upon request.

11. GENERAL PROVISIONS

The Contract

The entire contract consists of the Basic Policy and any attached additional benefit riders, endorsements, the original application and any subsequent applications for changes that are attached to this policy. We relied upon the application(s) in issuing this policy. All statements in the application(s) are assumed to be true to the best knowledge and belief of the person(s) making them. These statements are representations and not warranties. No statement will be used to contest this policy unless contained in the application(s).

Only the President, a Vice President, or the Secretary of GIAC may make or modify this policy. No agent has the authority to change this policy, waive any provision of this policy or any of GIAC's requirements; or waive an answer to any question in the application(s).

We will not be bound by any promise or statement made by any agent or other person except as stated above.

Basis of Values

The cost of insurance rates under this policy are based on the Commissioners 2001 Standard Ordinary Ultimate Mortality Table, Age Nearest Birthday, male or female, smoker-distinct. All policy values equal or exceed those required by any state statute. A detailed statement of the method of computing these values has been filed with each state insurance department.

Age and Sex

If the age or sex of the insured has been misstated, the amount of death benefit for the Basic Policy will be that which would be purchased by the most recent deduction for the Lapse Protection Account cost of insurance charge based on the correct age and sex; the amount of death benefit for any riders will be that which would be purchased by the most recent deduction for rider charges based on the correct age and sex.

Incontestability

This policy will be incontestable after it has been in force during the insured's lifetime for 2 years from its Issue Date.

If this policy is reinstated, the policy will have a new 2 year contestable period from the date of reinstatement. A contest of a reinstated policy will only be based upon representations made in the reinstatement application, unless the policy is still within the original 2 year contestable period.

The contestable period of any additional benefit rider attached to this policy is stated in the rider.

Suicide Exclusion

If the insured commits suicide, while sane or insane, within 2 years from the Issue Date, our liability will be limited to the greater of (a) or (b) as of the date of death, where:

- (a) is the sum of all premium payments made under this policy, less any Policy Debt and any partial withdrawals;
- (b) is the Net Cash Surrender Value.

Deferment

We may defer the following transactions from the Policy Account Value for up to 6 months from the date we receive your signed written request in Good Order at our Customer Service Office:

- determination or payment of a partial withdrawal or surrender (we will pay interest on deferred partial withdrawals and surrenders at a rate not less than 3% a year if any such payment is deferred 30 days or more); or
- determination or payment of policy loans;

Rating Class Change

You have the right to request that we consider changing the insured's rating class. If there is a change in rating class for this policy, the following are based on the new rating class:

- Monthly Cost of Insurance Rates for the Policy Account Value and Lapse Protection Account;
- The interest crediting rate for the Lapse Protection Account;
- Administrative Charges and Rider Charges; and
- The Lapse Protection Account Benchmark Values for the High/Low COI rate calculation.

We will provide you with new Policy Data pages reflecting the new amounts.

Communications with GIAC

We receive all communications only at our Customer Service Office. Please include the policy number, the full names of the owner and insured, and the owner's current address in all correspondence with us.

Payments by GIAC

All amounts payable by us are payable at the Customer Service Office.

Statement to the Owner

We will provide a written statement to you once each year. We will send the statement soon after each Policy Anniversary.

The statement will show the following information as of the most recent Policy Anniversary:

- the amount of the current death benefit;
- the Policy Account Value;
- the Net Cash Surrender Value and Cash Surrender Value;
- the Lapse Protection Account;
- the premiums paid, and charges deducted since the last statement;
- any partial withdrawals since the last statement; and
- any outstanding Policy Debt.

The statement will also include any other information required by the jurisdiction where this policy is delivered.

Illustrative Statement to the Owner Upon Request

We will provide an illustrative statement of this policy's projected values to the owner upon written request. We will not charge a fee for such statement. However, we reserve the right to limit the number of requests to 3 within a policy year.



**The Guardian
Insurance & Annuity
Company, Inc.**

**A Stock Company
Incorporated in the
State of Delaware**

**Customer Service Office:
P.O. Box 26210
Lehigh Valley, PA 18002-6210**

Universal Life Insurance Policy

- Flexible premiums payable during the insured's lifetime
- Death proceeds payable upon insured's death if policy is in force
- Policy Account Value less Policy Debt payable on the Maturity Date if the policy has not terminated
- Non-participating--No dividends payable

INSURED A [JOHN DOE]

INSURED B [JANE DOE]

ISSUE DATE [JAN 06, 2009]

FACE AMOUNT [\$250,000]

PLAN OF INSURANCE SURVIVORSHIP UNIVERSAL LIFE
INSURANCE

[35]-[MALE] **AGE AND SEX**

[35]-[FEMALE]

[1234567] **POLICY NUMBER**

[JAN 06, 2009] **POLICY DATE**

**UNDERWRITING
CLASSES**

[PREFERRED NT] **INSURED A**

[PREFERRED NT] **INSURED B**



The Guardian
Insurance & Annuity
Company, Inc.

A Stock Company
Incorporated in the
State of Delaware

Customer Service Office:
P.O. Box 26210
Lehigh Valley, PA 18002-6210

Read this policy carefully. This policy is a legal contract between the owner and The Guardian Insurance & Annuity Company, Inc. (GIAC). The entire contract consists of the Basic Policy and any attached additional benefit riders, endorsements and applications. This policy is issued and administered by GIAC at its Customer Service Office. GIAC's home office is 1209 Orange Street, Wilmington, Delaware 19801. **GIAC receives all communications at its Customer Service Office.**

Secretary

President

GIAC will pay the death proceeds of this policy to the beneficiary upon receipt of due proof that both insureds died while this policy was in force. These proceeds are described in greater detail in the "Death Proceeds" section. If either insured is still alive on the Maturity Date shown on the Policy Data page, and this policy is still in force, we will pay the Policy Account Value less any Policy Debt to the owner at that time.

RIGHT TO CANCEL:

The owner has the right to examine this policy and return it for cancellation to the Customer Service Office or to the agent from whom it was purchased within [10] days after receiving it. The policy and a written cancellation notice must be delivered or mailed to cancel this policy. Any notice given by mail is effective on being postmarked, properly addressed, and postage prepaid. If the policy is canceled during this period, GIAC will refund any amounts paid. The policy will be void from the beginning.

Survivorship Universal Life Insurance Policy

- Death Proceeds payable at the death of both insureds if policy is still in force
- No Death Benefit Payable Upon First Death
- Flexible premiums payable during either insured's lifetime ending at Attained Age 121 of Younger Insured
- Policy Account Value less Policy Debt payable on the Maturity Date if the policy has not terminated
- Non-participating--No dividends payable

POLICY SUMMARY

This summary outlines some of the major policy provisions; it does not alter any of these provisions. The actual policy provisions set forth the full details and conditions of this policy; only the actual policy provisions will control.

In this policy, the words "you" and "your" refer to the policyowner; the words "we", "us", and "our" refer to GIAC.

We will pay the death proceeds to the beneficiary if both insureds die while this policy is in force. We will determine the actual death proceeds payable in accordance with the "Death Proceeds" provision. While this policy is in force, you may decrease the Face Amount in accordance with the "Decreasing the Face Amount" provision. The Initial Face Amount is shown on the Policy Data page.

The premiums for this policy are flexible, which means that premium payments may be made at any time and for varying amounts, subject to the limits described in the "Premium Limitations" provision. However, the initial Planned Premium is shown on the Policy Data page. The initial Planned Premium is the premium you designated in the application; this premium is not required, but may be paid as elected. The payment of Planned Premiums does not guarantee that this policy will stay in force.

This policy will stay in force as long as the Policy Account Value less Policy Debt is at least equal to zero. If there is no policy loan outstanding, this policy will also remain in force if the Lapse Protection Account is greater than zero. When the conditions for the continuation of the policy are not met, we allow a 61 day grace period in which to pay a premium to rectify this situation (see the "Grace Period" provision). If the minimum premium is not paid by the end of the grace period, this policy will lapse without value.

This policy does not have a minimum guaranteed Cash Surrender Value. If this policy has a Cash Surrender Value, you may, subject to limitations:

- make partial withdrawals (see the "Partial Withdrawals" provision);
- obtain a policy loan (see the "Policy Loans" Section);
- surrender this policy for cash (see the "Surrender" provision);
- use this policy to provide life income (see the "Payment Options" Section).

Any endorsements, additional benefit riders and applications which are attached to this policy follow.

POLICY DATA

INSURED A	[JOHN DOE]	[35] [MALE]	AGE AND SEX
INSURED B	[JANE DOE]	[35] [FEMALE]	
FACE AMOUNT	[\$250,000]	[1234567]	POLICY NUMBER
ISSUE DATE	[JANUARY 6, 2009]	[JANUARY 6, 2009]	POLICY DATE
PLAN OF INSURANCE	SURVIVORSHIP UNIVERSAL LIFE	[PREFERRED NT] [PREFERRED NT]	UNDERWRITING CLASS INSURED A INSURED B
		[JAN 06, 2095]	MATURITY DATE*

OWNER [JOHN DOE]

BENEFICIARY AS STATED IN THE APPLICATION OR AS SUBSEQUENTLY CHANGED IN THE OWNER'S SIGNED NOTICE.

BASIC POLICY	AMOUNT
PLANNED [ANNUAL] PREMIUM	\$ [1,000]
MINIMUM PREMIUM TO ISSUE POLICY	\$ [167.06]
MINIMUM FACE AMOUNT:	\$250,000

* COVERAGE MAY EXPIRE PRIOR TO THE MATURITY DATE SHOWN EVEN IF PLANNED PREMIUMS ARE PAID. THE CONTINUATION OF COVERAGE DEPENDS ON A NUMBER OF FACTORS INCLUDING THE AMOUNT AND FREQUENCY OF PREMIUM PAYMENTS, AND WHETHER PARTIAL WITHDRAWALS OR POLICY LOANS HAVE BEEN TAKEN.

To obtain information about your coverage you may call your agent or contact our Customer Service Office at:

[3900 Burgess Place
Bethlehem, PA 18017
1-800-441-6455]

POLICY DATA

BENEFIT INFORMATION

<u>BENEFIT/AMOUNT</u>	<u>EXPIRY DATE</u>
FOUR YEAR TERM INSURANCE RIDER FACE AMOUNT: [\$500,000]	[01/06/2013]
WAIVER OF SPECIFIED AMOUNT RIDER ON THE LIFE OF [JANE DOE]: [\$120.00] SPECIFIED AMOUNT	[01/06/2024]
BENEFICIARY INSURANCE PURCHASE OPTION RIDER PRIMARY INSURED: [JOHN DOE] BIO OPTION AMOUNT OF [\$250,000] ON DESIGNATED INSURED [JANE DOE]	[01/06/2095]
SURVIVORSHIP INSURANCE PURCHASE OPTION RIDER DESIGNATED INSURED: [MARY DOE] – OPTION AMOUNT [\$250,000] AGE [45] – [FEMALE] – [NON-SMOKER]	[01/06/2085]

POLICY EXCHANGE OPTION RIDER

POLICY LOANS

Loan interest is payable in arrears. Policy Loans bear interest at a yearly rate of 5%. Amounts held in the Loan Account are credited interest at a yearly rate of 3%.

See "Policy Loans" section for details on loan value.

INTEREST CREDITING RATES

As described in the "Policy Account Value and Lapse Protection Account" section of this policy, interest is credited to these amounts periodically. The interest rate applicable to the Policy Account Value is, on an annual basis, 3%. The interest rate applicable to the Lapse Protection Account is, on an annual basis, [5.20]%.

PREMIUM CHARGE

We will deduct a charge from each premium payment made under this policy. The Policy Account Value Premium Charge is [15]% of the premium paid. The Lapse Protection Account Premium Charge is [3]% of the premium paid.

POLICY DATA

MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT VALUE AND LAPSE PROTECTION ACCOUNT

1. COST OF INSURANCE (COI) CHARGES

The cost of insurance charge is deducted on each Monthly Processing Date. The monthly cost of insurance charge is based on the monthly cost of insurance rates. The Table of Monthly Cost of Insurance Rates is shown in the Policy Specifications pages. See the "Monthly Cost of Insurance" provision for further details.

For the Lapse Protection Account, you will be charged either a high COI or a low COI. To determine which COI is charged, we compare the actual Lapse Protection Account for your policy (before any premiums are applied and before we deduct monthly charges) to the Lapse Protection Account Benchmark Value. The Lapse Protection Account Benchmark Value is based on the rates shown on Policy Data page 4.2.

2. ADMINISTRATIVE CHARGES

The Administrative Charges will be deducted on Monthly Processing Date as shown below.

For the Policy Account Value:

- a policy fee of \$10.00, and
- a charge of \$[15.85] for the first [20] policy years only.

For the Lapse Protection Account:

- a policy fee of \$7.50 , and
- a charge of \$[15.85] for the first [5] policy years only.

3. RIDER CHARGES

The cost of the following riders will be deducted from the Policy Account Value and Lapse Protection Account on the Monthly Processing Date as shown below. These deductions are the same for both the Policy Account Value and the Lapse Protection Account. See the "Monthly Deduction" provision of this policy, and the individual rider form(s), for further information.

RIDER	DESCRIPTION OF CHARGE	POLICY YEARS PAYABLE
FOUR YEAR TERM INSURANCE RIDER	[\$0.04]	1 through 4
WAIVER OF SPECIFIED AMOUNT RIDER ON LIFE OF [JANE DOE]	[\$0.12] times the Specified Amount divided by 120.	1 through 15
BENEFICIARY INSURANCE PURCHASE OPTION RIDER (DESIGNATED INSURED [JANE DOE])	[\$10.00]	1 through [86]
SURVIVORSHIP INSURANCE PURCHASE OPTION RIDER (DESIGNATED INSURED [MARY DOE])	[\$10.00]	1 through [76]

POLICY DATA

TRANSACTION DEDUCTIONS FROM THE POLICY ACCOUNT VALUE

PARTIAL WITHDRAWAL OF NET CASH SURRENDER VALUE

The minimum partial withdrawal is \$500. GIAC reserves the right to limit the number of withdrawals in a policy year to 12. See the "Partial Withdrawals and Surrender" section of this policy for further information.

SURRENDER CHARGES

The table below shows surrender charges for the policy. These charges apply if the policy is fully surrendered for its Net Cash Surrender Value during the first 20 policy years. For more information on surrender charges, see the "Partial Withdrawals and Surrender" section of this policy.

<u>POLICY YEAR</u>	<u>SURRENDER CHARGE</u>
1	[\$1,775.02
2	1,681.59
3	1,588.17
4	1,494.75
5	1,401.33
6	1,307.91
7	1,214.48
8	1,121.06
9	1,027.64
10	934.22
11	840.80
12	747.38
13	653.95
14	560.53
15	467.11
16	373.69
17	280.27
18	186.84
19	93.42
20 and thereafter	0]

**TABLE OF MONTHLY COST OF INSURANCE RATES
FOR POLICY ACCOUNT VALUE
PER \$1,000 OF NET AMOUNT AT RISK**

Monthly cost of insurance charges are based on monthly cost of insurance rates. For the Policy Account Value the cost of insurance rate applicable to the Net Amount at Risk are shown below. See the "Monthly Cost of Insurance" provision of this policy for further information.

<u>POLICY YEAR</u>	<u>MONTHLY COST OF INSURANCE RATE</u>	<u>POLICY YEAR</u>	<u>MONTHLY COST OF INSURANCE RATE</u>
[1	[0.00002	[44	[1.98147
2	0.00007	45	2.32152
3	0.00014	46	2.71188
4	0.00025	47	3.19875
5	0.00040	48	3.75337
6	0.00060	49	4.35918
7	0.00085	50	5.04843
8	0.00118	51	5.83853
9	0.00160	52	6.66239
10	0.00215	53	7.71131
11	0.00287	54	8.85232
12	0.00380	55	10.09006
13	0.00501	56	11.32285
14	0.00651	57	12.21688
15	0.00831	58	13.41734
16	0.01048	59	14.97566
17	0.01314	60	16.87767
18	0.01642	61	19.20878
19	0.02048	62	21.49641
20	0.02541	63	23.94552
21	0.03161	64	24.75306
22	0.03920	65	26.36048
23	0.04832	66	28.73788
24	0.05919	67	31.23675
25	0.07197	68	34.14043
26	0.08934	69	37.46119
27	0.10844	70	41.31552
28	0.13202	71	45.73501
29	0.16007	72	50.58113
30	0.19294	73	55.90884
31	0.23145	74	61.68849
32	0.27583	75	68.20144
33	0.32664	76	75.47304
34	0.38588	77	83.11877
35	0.45371	78	83.33319
36	0.53493	79	83.33328
37	0.63128	80	83.33331
38	0.75107	81	83.33332
39	0.88881	82	83.33333
40	1.04680	83	83.33333
41	1.23006	84	83.33333
42	1.44124	85	83.33333
43]	1.68925]	86]	83.33333]

**TABLE OF MONTHLY COST OF INSURANCE RATES
FOR LAPSE PROTECTION ACCOUNT
PER \$1,000 OF NET AMOUNT AT RISK**

Monthly cost of insurance charges are based on monthly cost of insurance rates. For the Lapse Protection Account, there are 2 sets of cost of insurance rates. The rate that applies at any given time is determined by a test that is described in the "Monthly Cost of Insurance Rates" provision.

<u>POLICY YEAR</u>	<u>LOW MONTHLY COST OF INSURANCE RATE</u>	<u>HIGH MONTHLY COST OF INSURANCE RATE</u>	<u>POLICY YEAR</u>	<u>LOW MONTHLY COST OF INSURANCE RATE</u>	<u>HIGH MONTHLY COST OF INSURANCE RATE</u>
[1	[0.00000	[0.00000	[44	[0.28821	[2.57591
2	0.00000	0.00009	45	0.34645	3.01798
3	0.00001	0.00018	46	0.41567	3.52544
4	0.00002	0.00033	47	0.50463	4.15838
5	0.00003	0.00052	48	0.60962	4.87938
6	0.00004	0.00078	49	0.72907	5.66693
7	0.00006	0.00111	50	0.87019	6.56296
8	0.00009	0.00153	51	1.04932	7.59009
9	0.00012	0.00208	52	1.29674	8.66111
10	0.00017	0.00280	53	1.62884	10.02470
11	0.00023	0.00373	54	2.03273	11.50802
12	0.00031	0.00494	55	2.52068	13.11708
13	0.00042	0.00651	56	3.07850	14.71971
14	0.00056	0.00846	57	3.65539	15.88194
15	0.00072	0.01080	58	4.35928	17.44254
16	0.00092	0.01362	59	5.26239	19.46836
17	0.00118	0.01708	60	6.34940	21.94097
18	0.00150	0.02135	61	7.69356	24.97141
19	0.00189	0.02662	62	9.01939	27.94533
20	0.00239	0.03303	63	10.47802	31.12918
21	0.00302	0.04109	64	11.40967	32.17898
22	0.00381	0.05096	65	12.66604	34.26862
23	0.00477	0.06282	66	14.25847	37.35924
24	0.00594	0.07695	67	15.99369	40.60778
25	0.00732	0.09356	68	17.63761	44.38256
26	0.00927	0.11614	69	19.40225	48.69955
27	0.01142	0.14097	70	21.30203	53.71018
28	0.01414	0.17163	71	23.45976	59.45551
29	0.01740	0.20809	72	25.81376	65.75547
30	0.02136	0.25082	73	28.39307	72.68149
31	0.02602	0.30089	74	31.23052	80.19504
32	0.03152	0.35858	75	34.36965	83.33333
33	0.03792	0.42463	76	37.85978	83.33333
34	0.04556	0.50164	77	41.76741	83.33333
35	0.05447	0.58982	78	46.17158	83.33333
36	0.06541	0.69541	79	51.17794	83.33333
37	0.07859	0.82066	80	56.91724	83.33333
38	0.09542	0.97639	81	63.56888	83.33333
39	0.11529	1.15545	82	71.37447	83.33333
40	0.13874	1.36084	83	80.67760	83.33333
41	0.16661	1.59908	84	83.33204	83.33333
42	0.19971	1.87361	85	83.33284	83.33333
43]	0.23972]	2.19603]	86]	83.33314]	83.33333]

**TABLE OF LAPSE PROTECTION ACCOUNT
BENCHMARK VALUES PER \$1,000 OF FACE AMOUNT**

As described in the "Monthly Cost of Insurance Rates" provision, we periodically test the policy's Lapse Protection Account to determine which of 2 sets of cost of insurance rates to assess against such account. We compare the Lapse Protection Account to the Lapse Protection Account Benchmark Values for the corresponding policy year. The Benchmarks per \$1,000 for each policy year are shown below. To determine the actual Benchmark Value for each policy year, the rate below is multiplied by the current Face Amount divided by 1,000.

<u>INSURED'S ATTAINED AGE</u>	<u>LAPSE PROTECTION ACCOUNT BENCHMARK VALUES</u>	<u>INSURED'S ATTAINED AGE</u>	<u>LAPSE PROTECTION ACCOUNT BENCHMARK VALUES</u>
[35	\$[0.00	[78	[292.98
36	1.56	79	308.63
37	3.21	80	324.80
38	4.94	81	341.49
39	6.76	82	358.64
40	8.67	83	376.22
41	11.31	84	394.25
42	14.09	85	412.69
43	17.01	86	431.45
44	20.08	87	450.33
45	23.31	88	469.11
46	26.71	89	487.63
47	30.28	90	505.76
48	34.04	91	523.42
49	37.99	92	540.76
50	42.15	93	557.60
51	46.52	94	573.60
52	51.12	95	588.50
53	55.95	96	601.91
54	61.03	97	614.10
55	66.37	98	624.98
56	71.99	99	635.89
57	77.88	100	0.00
58	84.08	101	0.00
59	90.59	102	0.00
60	97.43	103	0.00
61	104.60	104	0.00
62	112.13	105	0.00
63	120.03	106	0.00
64	128.32	107	0.00
65	137.00	108	0.00
66	146.10	109	0.00
67	155.64	110	0.00
68	165.62	111	0.00
69	176.07	112	0.00
70	187.00	113	0.00
71	198.42	114	0.00
72	210.35	115	0.00
73	222.79	116	0.00
74	235.75	117	0.00
75	249.25	118	0.00
76	263.28	119	0.00
77]	277.86]	120]	0.00]

TABLE OF DEATH BENEFIT FACTORS

Death Benefit Factors are used to calculate the death benefit provided under the Section 7702 Minimum Death Benefit (see the "Death Proceeds" section of this policy for further information).

INSUREDS ATTAINED <u>AGE</u>	<u>FACTOR</u>	INSUREDS ATTAINED <u>AGE</u>	<u>FACTOR</u>
[35	[7.40404	[80	[1.45617
36	7.11928	81	1.42024
37	6.84550	82	1.38689
38	6.58227	83	1.35600
39	6.32921	84	1.32730
40	6.08593	85	1.30068
41	5.85207	86	1.27610
42	5.62726	87	1.25315
43	5.41118	88	1.23218
44	5.20348	89	1.21298
45	5.00388	90	1.19533
46	4.81207	91	1.17872
47	4.62777	92	1.16180
48	4.45073	93	1.14477
49	4.28067	94	1.12774
50	4.11734	95	1.11053
51	3.96050	96	1.09277
52	3.80990	97	1.07309
53	3.66535	98	1.04985
54	3.52662	99	1.01974
55	3.39353	100	1.00000
56	3.26589	101	1.00000
57	3.14354	102	1.00000
58	3.02629	103	1.00000
59	2.91396	104	1.00000
60	2.80639	105	1.00000
61	2.70354	106	1.00000
62	2.60515	107	1.00000
63	2.51115	108	1.00000
64	2.42137	109	1.00000
65	2.33568	110	1.00000
66	2.25394	111	1.00000
67	2.17598	112	1.00000
68	2.10164	113	1.00000
69	2.03081	114	1.00000
70	1.96333	115	1.00000
71	1.89913	116	1.00000
72	1.83813	117	1.00000
73	1.78037	118	1.00000
74	1.72569	119	1.00000
75	1.67396	120]	1.00000]
76	1.62507		
77	1.57890		
78	1.53540		
79]	1.49452]		

Beneficiary Insurance Purchase Option Rider For Designated Insured: [Jane Doe]

Your policy includes a Beneficiary Insurance Purchase Option (BIO) rider. Under the terms of the BIO rider, if the beneficiary elects to purchase a new policy on the life of a Designated Insured, he/she can elect either an original age policy, a single premium paid-up policy, and/or an attained age policy (see your BIO rider form for more information). For a given Designated Insured, the maximum face amount for the new policy when it is to be issued on an attained age basis is a percentage multiplied by the BIO Amount shown on the Policy Data page for that insured. The percentage varies by year, depending on the attained age of the Designated Insured on the date of the primary insured's death. The table below shows the percentages described in the BIO rider.

Designated Insured's Attained Age	Percentage	Designated Insured's Attained Age	Percentage
[35	[100%	[61	[68%
36	100%	62	67%
37	100%	63	65%
38	99%	64	64%
39	98%	65	62%
40	97%	66	60%
41	96%	67	59%
42	94%	68	57%
43	93%	69	55%
44	92%	70	54%
45	91%	71	52%
46	90%	72	50%
47	88%	73	48%
48	87%	74	46%
49	86%	75	45%
50	84%	76	43%
51	83%	77	41%
52	82%	78	39%
53	80%	79]	38%]
54	79%		
55	77%		
56	76%		
57	74%		
58	73%		
59	72%		
60]	70%]		

Survivorship Insurance Purchase Option Rider

For Designated Insured: [Mary Doe]

Your policy includes a Survivorship Insurance Purchase Option (SIPO) rider. Under the terms of the SIPO rider, if the beneficiary elects to purchase a new policy on the life of a Designated Insured, he/she can elect either an original age policy, a single premium paid-up policy, and/or an attained age policy (see your rider form for more information). For a given Designated Insured, the maximum face amount for the new policy when it is to be issued on an attained age basis is a percentage multiplied by the SIPO Amount shown on the Policy Data page for that insured. The percentage varies by year, depending on the attained age of the designated insured on the date of the Surviving Insured's death. The table below shows the percentages described in the SIPO rider.

Designated Insured's Attained Age	Percentage	Designated Insured's Attained Age	Percentage
[45	[100%	[71	[57%
46	100%	72	55%
47	99%	73	53%
48	97%	74	51%
49	96%	75	50%
50	95%	76	48%
51	93%	77	46%
52	92%	78	44%
53	90%	79]	42%]
54	88%		
55	87%		
56	85%		
57	83%		
58	82%		
59	80%		
60	78%		
61	76%		
62	74%		
63	73%		
64	71%		
65	69%		
66	67%		
67	65%		
68	63%		
69	61%		
70]	59%]		

WE & YOU

In this policy, the words “we”, “our” or “us” refer to The Guardian Insurance & Annuity Company, Inc., and the words “you” or “your” refer to the Owner of this policy.

When you write to us, please include the policy number, the Insured’s full name, and your current address.

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APPLICATION - Attached to the Policy

RIDERS OR ENDORSEMENTS
(IF ANY) - Attached to the Policy

1. DEFINITIONS

Certain important terms used in this policy are defined below. Additional terms, not explained here, are defined in other parts of this policy.

Attained Age	For each insured, the Attained Age is that insured's Issue Age as shown on page 3, plus the number of policy years completed since the Policy Date.
Basic Policy	This policy, including any attached endorsements and applications, but excluding any additional benefit riders.
Cash Surrender Value	The Policy Account Value less any surrender charge for the policy year, but not less than zero.
Face Amount	The Initial Face Amount minus any face amount decreases that you requested and we agreed to or that resulted from taking a partial withdrawal, since the Issue Date.
Good Order	Notice from the party authorized to initiate a policy transaction under this policy in a format satisfactory to GIAC, including all information required by GIAC to process the requested transaction under this policy.
Initial Face Amount	The Face Amount on this policy's Issue Date. This amount is shown on page 3.
Internal Revenue Code	The Internal Revenue Code of 1986, as amended, and its related rules and regulations.
Issue Age	For each insured, the Issue Age is that insured's age on the birthday nearest the Policy Date. The Issue Age is shown on page 3.
Issue Date	The date this policy is issued at the Customer Service Office. The Issue Date is shown on page 3.
Lapse Protection Account	When there is no outstanding policy loan, if the Lapse Protection Account is greater than zero, the policy will remain in force even if the Policy Account Value is less than zero. The Lapse Protection Account is increased by net premiums you pay and interest we credit to this Account, and is decreased by charges or any partial withdrawals we assess monthly against the Account. It is a reference value only and is used solely to help the policy remain in force when it might otherwise be in danger of lapsing. This Account is not available to the owner for surrender, withdrawal or loan, nor is it used in the determination of a minimum death benefit under the Internal Revenue Code.
Lapse Protection Account Benchmark Value	The amount against which the Lapse Protection Account is compared to determine whether high or low Lapse Protection Account Cost of Insurance charges will be assessed against the Lapse Protection Account.
Loan Account	An account to which values from the unloaned Policy Account Value are transferred when a policy loan is taken. The Loan Account is equal to the Loan Amount plus interest credited to the Loan Amount since the last Policy Anniversary.
Loan Amount	The Loan Amount is the sum of any amounts borrowed plus any capitalized loan interest less any loan repayment.
Monthly Deductions	The total of the charges due and payable on each Monthly Processing Date. There are separate Monthly Deductions that are assessed against the Policy Account Value and the Lapse Protection Account.
Monthly Processing Date	The day of each policy month on which the Monthly Deductions are deducted from the Policy Account Value and Lapse Protection Account and certain policy benefits and values are calculated. The Monthly Processing Date is the same date of each calendar month as the Policy Date, or the last day of a calendar month, if earlier.
Net Cash Surrender Value	The Cash Surrender Value less any Policy Debt, but not less than zero.

Net Premium	The portion of a premium payment that is allocated to the policy. Net Premiums are allocated to both the Policy Account Value and the Lapse Protection Account. Prior to applying the premium to the policy, we deduct premium charges based on the percentages shown on the Policy Data page. These premium charges are different for the Policy Account Value and the Lapse Protection Account.
Planned Premium	The premium you designate in the application. The amount or mode of the Planned Premium may be changed if we receive your signed written request for such change in Good Order at the Customer Service Office.
Policy Account Value	Consists of the unloaned Policy Account Value plus any amounts in the Loan Account. It forms the basis of any amount that might be available to you through surrender, withdrawal or policy loan. For a full definition of the Policy Account Value and how it is calculated, please see the "Policy Account Value and Lapse Protection Account" section.
Unloaned Policy Account Value	The portion of the Policy Account Value that is not securing any outstanding loans under the policy. The unloaned Policy Account Value is the Policy Account Value less the Loan Account. See the "Policy Account Value and Lapse Protection Account" section for a definition of the Policy Account Value.
Policy Anniversary	The same date of each calendar year as the Policy Date.
Policy Date	The Policy Date is shown on page 3. Policy months, policy years and Policy Anniversaries are measured from the Policy Date. This date also determines the insureds Issue Ages.
Policy Debt	The Loan Amount, plus accrued and unpaid loan interest.
Section 7702	The section of the Internal Revenue Code which defines life insurance.
Surviving Insured	An insured under this policy who is still alive at the time the other insured under this policy dies.
Younger Insured	The younger of the 2 insureds on the Policy Date. Certain provisions and calculations are based on the younger insured's age, even if that insured is deceased.

2. DEATH PROCEEDS

Death Proceeds

The death proceeds become payable to the beneficiary upon our receipt at the Customer Service Office of due proof in Good Order that the Surviving Insured died while this policy was in force. The death proceeds payable are the sum of the following:

- the greater of the Face Amount of this policy or the Section 7702 Minimum Death Benefit, as described below; and
- any insurance on the insureds' lives or the Surviving Insured's life provided by additional benefit riders

less, as of the date of the Surviving Insured's death:

- an amount of any partial withdrawals since the immediately preceding monthly processing date
- any Policy Debt; and
- any outstanding Policy Account Value Monthly Deductions, or if less and if there is no policy loan, any outstanding Lapse Protection Account Monthly Deductions.

If the death proceeds are not paid within 30 days from the date due proof of death has been furnished to us, we will pay interest on such proceeds from the date of death to the date proceeds are paid, at a yearly interest rate of 8%.

Section 7702 Minimum Death Benefit

If necessary, the death benefit will be increased to equal or exceed the minimum death benefit required by the Cash Value Accumulation Test under Section 7702 of the Internal Revenue Code. The minimum death benefit required under Section 7702 will be calculated on each Monthly Processing Date and will remain in effect until the next Monthly Processing Date. It is equal to the Policy Account Value on the Monthly Processing Date (before monthly deductions) multiplied by the factor for the appropriate Attained Age shown in the Table of Death Benefit Factors on the Policy Data pages.

Maturity Benefit

If either Insured is still alive on the Maturity Date shown on the Policy Data page, and this policy is still in effect, we will pay the Policy Account Value to the owner at that time. The amount of any outstanding Policy Debt will be deducted from the Policy Account Value prior to this payment.

3. DECREASING THE FACE AMOUNT

You may request a decrease in the Face Amount at any time. We must receive your signed written request for the decrease in Good Order at the Customer Service Office. To process a decrease in the Face Amount, we require that:

- at least one insured is living on the date the decrease will take effect;
- the amount of the decrease is at least \$5,000; and
- the reduced Face Amount is not less than the Minimum Face Amount shown on the Policy Data page.

The decrease will take effect on the Monthly Processing Date that is on or next follows the date we receive a request to decrease the Face Amount that meets all of the above requirements.

We will send you an endorsement indicating the new Face Amount when you request a decrease in Face Amount.

The policy's Face Amount can also be decreased in conjunction with your request to make a partial withdrawal. This type of decrease will be treated the same as any other decrease, except that the \$5,000 minimum does not apply.

Increases in Face Amount are not allowed.

4. OWNER AND BENEFICIARY

Owner

The owner is named in the application or in any later change shown in our records. While either insured is living and subject to any assignment on file with us, the owner alone has the right to receive all benefits and exercise all rights this policy grants or we allow.

Successor Owner

A numbered sequence may be used to name successor owners. If the owner dies, ownership passes to the next designated successor owner then living. If none is then living, ownership passes to the owner's estate. No successor owner is permitted when the owner is also one of the insureds.

Joint Owner

If more than one person is named as owner with no numbered sequence or the same number sequence (as described in "Successor Owner" above), they are joint owners. Any request for a policy transaction or change must be signed by all of the joint owners named in our records. Unless otherwise provided, if a joint owner dies, ownership passes to the surviving joint owner(s) equally. When the last joint owner dies, ownership passes to that person's estate, unless otherwise provided.

Beneficiary

The beneficiary is named in the application or in any later change shown in our records. We will pay the death proceeds to the beneficiary, subject to the terms of the "Death Proceeds" provision. Unless otherwise provided, in order to receive proceeds at the death of the Surviving Insured, a beneficiary must be living on the earlier of:

- the date we receive due proof of the Surviving Insured's death in Good Order at the Customer Service Office; or
- the 15th day after the Surviving Insured's death.

Unless otherwise provided, if no designated beneficiary is living on such earlier date, the owner or the owner's estate is the beneficiary.

Contingent Beneficiary

A numbered sequence may be used to name contingent beneficiaries. The beneficiary is the living person(s) designated by the lowest number in the sequence.

Concurrent Beneficiary

If more than one person is named as beneficiary with no number or the same number, those persons are concurrent beneficiaries. Shares are equal, unless otherwise specified. If shares are equal, the share of a concurrent beneficiary who predeceases the Surviving Insured will be shared equally by the surviving concurrent beneficiaries. If unequal shares are specified and a concurrent beneficiary predeceases the Surviving Insured, the beneficiary of that share will be the owner or the owner's estate.

Change of Owner or Beneficiary

You may change the owner of this policy or a beneficiary by your signed written request in Good Order. The change will take effect as of the date the request is signed, whether or not the Surviving Insured is living when we receive the request at the Customer Service Office. However, the change will not apply to any payments we made or actions we took on or before the date we receive the request.

Assignment

We will not be bound by any assignment unless the original, or a copy, is filed at the Customer Service Office in Good Order. An assignment must be signed and dated by both the assignor and the assignee and, as applicable, by the beneficiary. The rights of any owner or beneficiary and the entire contract, as defined in "The Contract" provision of this policy, will be subject to the assignment.

We will rely solely on the assignee's statement as to the amount of the assignee's interest. We will not be responsible for the validity of any assignment. Unless otherwise provided, the assignee may exercise all rights this policy grants except: the right to change the owner or beneficiary, the right to elect a Payment Option.

Assignments are subject to all payments we made or actions we took on or before the date we receive the assignment in Good Order at the Customer Service Office.

5. PREMIUMS, LAPSE AND REINSTATEMENT

Premium Payment

The first premium is due on the Issue Date. This premium must be at least equal to the Minimum Premium to Issue Policy, which is shown on the Policy Data page. If this policy is backdated, the minimum to issue premium includes an amount to cover the Monthly Deductions due between the Policy Date and the Issue Date. This policy is in force when the first premium is paid, but not before the Issue Date. After the first premium, all other premiums are payable only at the Customer Service Office. Upon request, we will give you a receipt signed by one of our officers. Premiums may be paid at any time while this policy is in force, subject to our premium limitations.

A Planned Premium was selected when this policy was applied for. We will send reminder notices for the Planned Premium annually, semi-annually, or quarterly as requested. However, no premium needs to be paid unless the policy is in danger of lapsing as described in the "Grace Period" provision.

The minimum premium payment we will accept is \$100 unless we have authorized payment under a pre-authorized check plan. The minimum premium payment we will accept under a pre-authorized check plan is \$25.

All premium payments made under this policy are subject to a premium charge before they are applied to the policy. The premium charges are shown on the Policy Data page and differ between the Policy Account Value and the Lapse Protection Account.

Premium Limitations

We will accept any payment that would not result in an increase in the death proceeds as a result of Section 7702. We will refund to you any portion of a premium payment that violates this rule.

Crediting Payments

Premiums made under this policy are credited differently to the Policy Account Value and the Lapse Protection Account.

For the Policy Account Value, the net premium after deducting the Policy Account Value Premium Charge is credited as of the date it is received at our Customer Service Office. Such amount will first be used to pay any uncollected Policy Account Value Monthly Deductions. The balance of the net premium, if any, is added to the Policy Account Value.

For the Lapse Protection Account, the net premium after deducting the Lapse Protection Account Premium Charge is credited as of the Monthly Processing Date that is on or immediately preceded the date we received the payment at our Customer Service Office. The entire net premium is applied to the Lapse Protection Account regardless of any uncollected Policy Account Value Monthly Deductions or outstanding Policy Debt. However if the premium is received during the grace period, the net premium will first be used to pay any due and uncollected Lapse Protection Account Monthly Deductions.

When there is a policy loan outstanding, and a payment is received at the Customer Service Office without being identified specifically as a premium payment or a loan repayment, such payment will be applied first to repay any Policy Debt. The balance of the amount paid, if any, is then credited as described above.

Continuation of Insurance

On each Monthly Processing Date, Monthly Deductions are subtracted from the policy. Policy Account Value Monthly Deductions are subtracted from the Policy Account Value and Lapse Protection Account Monthly Deductions are subtracted from the Lapse Protection Account. If there is a policy loan outstanding, only the unloaned Policy Account Value is available to cover the cost of Policy Account Value Monthly Deductions. This policy may lapse if either of the 2 situations described in the Grace Period provision occurs.

Grace Period

We will allow a grace period of 61 days after any Monthly Processing Date that either of the following 2 situations occurs:

1. If there is a policy loan outstanding, when the Policy Account Value (after subtracting the Policy Account Value Monthly Deduction charges) minus the Policy Debt is less than zero.
2. If there is no loan outstanding, then when both of the following situations occur:
 - the Policy Account Value is not enough to cover the Policy Account Value Monthly Deduction Charges due on that date; and
 - the Lapse Protection Account is not greater than the Lapse Protection Account Monthly Deduction Charges due on that date.

Any Monthly Deductions that cannot be collected because of insufficient value in the policy are considered due and uncollected Monthly Deductions.

During the grace period, the policy remains in force. In order to prevent your policy from lapsing, you must make the required payment as described below by the end of the grace period. If you do not make such a premium payment by that time, this policy will lapse without value. Before applying any such payment to the policy, we will first use the payment to cover any due and uncollected Monthly Deductions.

While the policy is in the grace period, we will mail you a notice, at least 31 days before the end of the grace period, to notify you that the policy is in danger of lapsing and to inform you of the required payment to keep the policy in force as of the date the notice was produced. This notice will be mailed to the last known address for the policyowner (and any assignee) on our records. The required payment to avoid lapse is:

1. If there is a policy loan outstanding, a payment such that the Policy Account Value after applying such payment is greater than the Policy Debt.
2. If there is no policy loan outstanding, a payment (after deducting the appropriate Premium Charge) equal to the lesser of:
 - An amount that makes the Policy Account Value greater than zero after paying all due and uncollected Policy Account Value Monthly Deductions; or
 - An amount that makes the Lapse Protection Account greater than zero after paying all due and uncollected Lapse Protection Account Monthly Deductions.

Reinstatement

If this policy lapses, it is eligible for reinstatement within 3 years after the date of lapse. We will not reinstate this policy if it was previously surrendered for its Net Cash Surrender Value.

The reinstatement will not take effect until we approve the application for reinstatement, and receive payment of all amounts due as described below.

For all reinstatements, we require:

- If both insureds were living on the date the policy lapsed, then both insureds must be living on the date of reinstatement. If only one insured was alive on the date of lapse, then that insured must be living on the date of reinstatement;
- A signed written application in Good Order to be sent to our Customer Service Office;
- Evidence of insurability for the insured satisfactory to us;
- That the insured must be living on the date the reinstatement takes effect;

The required payments for reinstatement depend of whether there was an outstanding loan at the time of lapse. If there was a loan outstanding, we require:

- A premium payment of an amount equal (after deduction of the Policy Account Value Premium Charge) to the amount by which the Policy Account Value minus Policy Account Value Monthly Deductions minus Policy Debt was less than zero on the date the policy lapsed. We will also require payment of interest on this amount at an annual rate of 3% from the date of lapse to the date of reinstatement.
- Payment or reinstatement of any outstanding Policy Debt as of the date of lapse with interest at the policy loan interest rate from the date of lapse to the date of reinstatement (see the "Policy Loans" provision). We will also credit interest to the Loan Account at the interest rate described in the "Loan Account" provision;
- A premium payment of an amount equal (after deduction of the Policy Account Value Premium Charges) to 3 times the current Policy Account Value Monthly Deductions that were due on the Monthly Processing Date that was on or immediately preceded the date of lapse.

If there was no policy loan outstanding at the time of lapse, then we require:

- A premium payment of an amount equal (after deduction of the Lapse Protection Account Premium Charge) to the lesser of the amount by which the Policy Account Value was less than the Policy Account Value Monthly Deductions at the time of lapse, or the amount by which the Lapse Protection Account was less than the Lapse Protection Account Monthly Deductions as of the date of lapse, along with;
- Interest on this amount at an annual rate of 6% from the date of lapse to the date of reinstatement date; and
- A premium payment of an amount equal (after deduction of the Lapse Protection Account Premium Charge) to 3 times the current Lapse Protection Account Monthly Deductions from as calculated on the date of reinstatement.

The date of reinstatement will be the Monthly Processing Date on or after the date we approve the reinstatement. Charges for the policy after reinstatement, including surrender charges and Lapse Protection Account Benchmark Values, will be based on the insureds' Attained Ages at the time of reinstatement and the duration from original issue of the policy, as if the policy had never lapsed. The Policy Account Value upon reinstatement will be the Policy Account Value in effect at the time of lapse, plus the net premium payment described above and any loan repayment you make at the time of reinstatement (following the rules set forth in the "Loan Repayments" provision). The Lapse Protection Account upon reinstatement will be the Lapse Protection Account in effect at the time of lapse, plus the net premium described above that was paid at reinstatement.

6. POLICY ACCOUNT VALUE AND LAPSE PROTECTION ACCOUNT

When this policy is issued, both a Policy Account Value and a Lapse Protection Account are created. The Policy Account Value forms the basis of any amount that may be available to you through a surrender, partial withdrawal or policy loan. The Lapse Protection Account is a reference value only and does not represent an amount available to you through surrender, partial withdrawal or policy loan. Instead, the Lapse Protection Account exists solely for the purpose of helping this policy remain in force when it might otherwise be in danger of lapsing. Please see the "Grace Period" provision for further information.

Policy Account Value

On the Issue Date, the Policy Account Value is equal to the initial premium you pay less the Policy Account Value Premium Charge and the Policy Account Value Monthly Deductions due on that date. On each subsequent Monthly Processing Date the Policy Account Value is equal to:

- The Policy Account Value on the prior Monthly Processing Date; less
- Any partial withdrawals made since that date; plus
- All premiums received since the prior Monthly Processing Date less the Policy Account Value Premium Charges; plus
- Any interest credited to the Policy Account Value for the prior month; less
- The Policy Account Value Monthly Deductions due on that date.

On a date other than Monthly Processing Date, the Policy Account Value is equal to:

- The Policy Account Value on the prior Monthly Processing Date, less
- Any partial withdrawals made since that date, plus
- All premiums received since the prior Monthly Processing Date less the Policy Account Value Premium Charges, plus
- Any interest credited to the Policy Account Value for the number of days since the prior Monthly Processing Date.

The total Policy Account Value consists of the unloaned Policy Account Value, plus any amounts in the Loan Account, which is created when a policy loan is taken.

Lapse Protection Account

On the Issue Date, the Lapse Protection Account is equal to the initial premium you pay less the Lapse Protection Account Premium Charge and the Lapse Protection Account Monthly Deductions due on that date. On each subsequent Monthly Processing Date the Lapse Protection Account is equal to:

- The Lapse Protection Account on the prior Monthly Processing Date; less
- Any partial withdrawals made since that date; plus
- All premiums received since the prior Monthly Processing Date less the Lapse Protection Account Premium Charges. All premiums received on a date other than a Monthly Processing Date are credited to the Lapse Protection Account as of the prior Monthly Processing Date; plus
- Any interest credited to the Lapse Protection Account for the prior month; less
- The Lapse Protection Account Monthly Deductions due on that date.

On a date other than Monthly Processing Date, the Lapse Protection Account is equal to:

- The Lapse Protection Account on the prior Monthly Processing Date, less
- Any partial withdrawals made since that date, plus
- All premiums received since the prior Monthly Processing Date less the Lapse Protection Account Premium Charges. All premiums received on a date other than a Monthly Processing Date are credited to the Lapse Protection Account as of the prior Monthly Processing Date; plus
- Any interest credited to the Lapse Protection Account for the number of days since the prior Monthly Processing Date.

Interest Credited

We will credit interest to the Policy Account Value and the Lapse Protection Account. Interest will accrue daily and will be credited to the Policy Account Value and the Lapse Protection Account on each Monthly Processing Date. The interest credited to the Policy Account Value is based on an annual rate shown on the Policy Data page. This interest applies to both the unloaned Policy Account Value and the Loan Account. The interest credited to the Lapse Protection Account is based on the annual rate shown on the Policy Data page.

Monthly Deductions

On each Monthly Processing Date, we will deduct Monthly Deductions from the unloaned Policy Account Value and the Lapse Protection Account. The Monthly Deductions for a policy month are the sum of:

- the administrative charges;
- the monthly costs for any riders; and
- the monthly cost of insurance charge;

The Monthly Deductions are calculated after we process any other requested transactions on the policy, such as premium payments, loan repayments, withdrawals, and face amount changes.

For the Lapse Protection Account only, if a premium is paid on a date other than a Monthly Processing Date, the net premium is credited as of the prior Monthly Processing Date. When this occurs, we will recalculate the Lapse Protection Account and the Lapse Protection Account Monthly Deductions as of that prior Monthly Processing Date.

Administrative Charges

The Administrative Charges assessed on the Monthly Processing Date are shown on the Policy Data pages. These charges are different for the Policy Account Value and the Lapse Protection Account. The administrative charges are not affected by subsequent decreases in the Face Amount.

Monthly Rider Charges

There may be a monthly charge associated with any rider benefits you have elected to have included in your policy. If applicable, these charges are shown on the Policy Data page. These charges will be deducted for the number of years shown on the Policy Data page. These charges do not differ between the Policy Account Value and the Lapse Protection Account.

Monthly Cost of Insurance

The monthly cost of insurance charge is deducted on each Monthly Processing Date. A separate Cost of Insurance charge is calculated for the Policy Account Value and the Lapse Protection Account. The monthly Cost of Insurance charge equals (a) multiplied by (b), where:

- (a) is the applicable cost of insurance rate in effect on that Monthly Processing Date; and
- (b) is the applicable Net Amount at Risk on the Monthly Processing Date, divided by 1,000.

The net amount at risk is calculated separately for the Policy Account Value and the Lapse Protection Account. For the Policy Account Value, the net amount at risk is equal to the current death benefit (taking into account any minimum death benefit described in the "Death Proceeds" provision) minus the Policy Account Value on the Monthly Processing Date. For the Lapse Protection Account, the net amount at risk is equal to the current Face Amount minus the Lapse Protection Account on the Monthly Processing Date, but not less than zero. In both cases, the monthly cost of insurance charge is calculated after the deduction of the monthly policy administrative charges and all monthly rider charges.

Monthly Cost of Insurance Rates

For the Policy Account Value, the monthly cost of insurance rates we use in the calculation of the monthly cost of insurance charge are shown on Policy Data page 4. These rates are guaranteed not to change.

For the Lapse Protection Account, there are 2 separate sets of monthly cost of insurance rates, referred to in this policy as High COI rates and Low COI rates. These Cost of Insurance Rates are shown on Policy Data page 4.1. Use of the Low COI rates results in a lower monthly cost of insurance charge than if we had used the High COI rates. We test the policy periodically to determine whether High COIs or Low COIs will be used.

On each Policy Anniversary beginning with the first Anniversary, we compare the actual Lapse Protection Account for your policy (before any premiums are applied and before we deduct monthly charges) to the Lapse Protection Account Benchmark Value. The Lapse Protection Account Benchmark Value is calculated as the applicable rate shown on Policy Data page 4.2 multiplied by the current Face Amount divided by 1,000. If the Lapse Protection Account at that time is greater than the Lapse Protection Account Benchmark Value, then we will calculate the monthly cost of insurance charge for the Lapse Protection Account using the Low COI rates. The same test will be repeated on each subsequent Monthly Processing Date.

If on a Monthly Processing Date, the Lapse Protection Account at that time is less than or equal to the Lapse Protection Account Benchmark Value, then we will calculate the monthly cost of insurance charge for the Lapse Protection Account using High COIs. We will continue to use High COIs for each Monthly Processing Date for the remainder of the current policy year. The test will not be performed again until the beginning of the next policy year. On the next Policy Anniversary, we will again test the Lapse Protection Account against the Lapse Protection Account Benchmark Value to determine the applicable cost of insurance rates to use.

7. PARTIAL WITHDRAWALS AND SURRENDER

Partial Withdrawals

At any time while either insured is living, you may request a partial withdrawal from the Net Cash Surrender Value, subject to the conditions described below. All partial withdrawals will reduce the unloaned Policy Account Value and the Lapse Protection Account by the amount of the partial withdrawal, effective as of the day we receive your signed written request in Good Order. All or part of the partial withdrawal may also reduce the Face Amount of the policy, as described below. This Face Amount decrease, if any, will occur on the Monthly Processing Date.

The conditions for taking a partial withdrawal are as follows:

- we must receive your signed written request in Good Order at the Customer Service Office;
- the withdrawal must be at least equal to the minimum partial withdrawal amount shown on the Policy Data page;
- the Face Amount remaining after any reduction, as specified below, may not be less than the Minimum Face Amount shown on the Policy Data pages; and
- the Net Cash Surrender Value after a partial withdrawal must be at least equal to 3 times the most recent Policy Account Value Monthly Deductions.

We will reduce the Face Amount on the next following Monthly Processing Date by the amount of the partial withdrawal minus the amount by which (a) exceeds (b) where:

(a) equals the Policy Account Value; and

(b) equals the Face Amount, divided by the applicable Death Benefit Factor shown on the Policy Data pages.

We will send you an endorsement indicating the new Face Amount due to any partial withdrawal.

We will not process any request for a partial withdrawal that exceeds the amount available.

Surrender

You may surrender this policy for its full Net Cash Surrender Value by sending us this policy and your signed written request in Good Order to our Customer Service Office. The surrender will take effect as of the day we receive the written request. Upon surrender, this policy will terminate and all insurance under this policy will end. If the surrender request is processed on a Monthly Processing Date, we will not deduct the Monthly Deductions due on that Date from the Policy Account Value in determining the Net Cash Surrender Value.

We will deduct surrender charges if this policy is surrendered for its Net Cash Surrender Value during the surrender charge period.

A Table of Surrender Charges applicable to this policy is shown on the Policy Data pages. Surrender charges are not affected by decreases in Face Amount.

8. POLICY LOANS

You may obtain a policy loan at any time either insured is living. We must receive your signed written request in Good Order at our Customer Service Office. This policy must be assigned to us; this is the only security needed. The policy loan will take effect as of the day we receive the written request. The minimum loan amount is \$500, but we will permit a lower amount if the maximum amount that can be borrowed is less than \$500.

While a policy loan is outstanding, the Lapse Protection Account is not available to help prevent this policy from lapsing. We will continue to allocate net premiums you pay to the Lapse Protection Account and deduct applicable monthly charges as described throughout this policy.

Loan Value

The loan value is the maximum amount you can borrow on this policy. The loan value on any given date is:

- the Cash Surrender Value on that date; less
- the amount of any Policy Debt on that date; less
- the amount of any interest which will accrue on any existing Policy Debt and the new requested loan from the current date to the next Policy Anniversary; less
- the amount of the most recent Policy Account Value Monthly Deductions made multiplied by the number of Monthly Processing Dates that will occur between the current date and the next Policy Anniversary.

We will not process any request for loan amount that exceeds the amount available.

Policy Debt at Death

Any Policy Debt not repaid upon the Surviving Insured's death will be deducted from the death proceeds.

Loan Interest

Loan interest accrues daily and is payable in arrears on each Policy Anniversary. The annual interest rate charged on policy loans is shown on the Policy Data page. Any accrued and unpaid interest as of the Policy Anniversary will be capitalized and added to the Loan Amount and will be charged interest at the same rate.

See the "Loan Repayment" provision for interest on date a loan repayment is made.

Loan Account

When you take a policy loan, we transfer an amount equal to the loan amount from the unloaned Policy Account Value into a Loan Account. An amount equal to the loan amount remains in the Loan Account until the loan is repaid. The Lapse Protection Account is not reduced by any loans.

Amounts in the Loan Account also earn interest from the date of the transfer at an effective yearly rate as shown on the Policy Data page. Interest accrues daily and is credited to the Loan Account whenever a financial transaction takes place under the policy. The interest we credit to the loaned amount remains in the Loan Account until the next Policy Anniversary. On the Anniversary, interest due on the loan becomes payable. If you do not pay this interest, we will attempt to pay it using values in your policy. In doing so, we will first use any interest that has accrued on the outstanding loan that was credited to the Loan Account. If this interest is not sufficient to cover the loan interest due, we will transfer an amount from the unloaned Policy Account Value needed to increase the Loan Account to equal the Policy Debt. If there is not enough unloaned Policy Account Value to cover the full transfer, then we will transfer what is available and you must make a loan repayment to cover the difference within 61 days or the policy will lapse. We will notify you at least 31 days before the policy lapses and advise you of this situation. However, the loan interest that was not covered by the transfer will continue to be part of the Policy Debt.

Loan Repayment

Any outstanding Policy Debt may be repaid at any time before the Surviving Insured's death while this policy is in force. Loan repayments are not allocated to the Lapse Protection Account. Any outstanding Policy Debt may also be repaid within 60 days after the Surviving Insured's death if the policy was in force on the date of the Surviving Insured's death and the death proceeds of this policy have not been paid in one sum or applied under a payment option. All loan repayments are credited to the policy on the day we receive the payment at our Customer Service Office. The minimum loan repayment amount is shown on the Policy Data page.

In general, loan repayments are applied first to pay loan interest accrued but not yet capitalized, and then to loan principal outstanding. The specific procedure depends on:

- (a) the amount of the loan repayment; and
- (b) the amount of loan interest that has accrued but not yet been capitalized.

If (a) is greater than or equal to (b), we will reduce the interest that has accrued but not yet been capitalized and the interest credited to the loaned amount since the previous policy anniversary to zero. The amount by which the loan repayment exceeds the loan interest that has accrued but not yet been capitalized will reduce the Loan Amount. We do this by transferring an amount equal to the excess from the Loan Account to the unloaned Policy Account Value.

If (a) is less than (b), then we will reduce both the loan interest that has accrued but not yet been capitalized and the interest credited to the loaned amount since the previous Policy Anniversary, by the ratio of (a) divided by (b). The amount by which the interest credited is reduced is transferred from the Loan Account to the unloaned Policy Account Value.

9. PAYMENT OPTIONS

Payment of Proceeds

The proceeds of this policy will be paid in one sum, unless otherwise provided. All or part of this sum may be applied under any payment option described below or in any other manner we approve. The payee under any payment option must be a natural person.

Election of Payment Options

While at least one insured is alive, you may choose any option for payment of the death proceeds. If no election is in force when the proceeds become payable, the payee may make an election. For death proceeds, election must be made within one year after the Surviving Insured's death. For other proceeds, election must be made within 60 days after the proceeds become payable.

You may appoint a secondary payee to receive any payments remaining after the death of the payee. Upon the death of any payee receiving payments under an option, the remaining payments will be continued to the secondary payee or paid in one sum as described in the "Termination" provision, whichever is elected.

Any election must be in a written form satisfactory to us.

Options Available

Option 1 - Proceeds Left at Interest: We will hold the proceeds, making monthly interest payments. The yearly guaranteed interest rate is 3%.

Option 2 - Payments of a Specified Amount: We will make monthly payments of a specified amount until the proceeds and interest are fully paid. The total amount paid each year must be at least 10% of the original proceeds. Interest will be added to the proceeds each year; the yearly guaranteed interest rate is 3%.

Option 3 - Payments for a Specified Period: We will make monthly payments for the number of years elected. The guaranteed monthly payments shown in the Option 3 table include interest at 3% per year.

Option 4 - Life Income with 10 Years Guaranteed: We will make monthly payments for 10 years and for the remaining lifetime of the person on whose life the option is based. The guaranteed monthly payments shown in the Option 4 table include interest at 3% per year.

Option 5 - Refund Life Income: We will make monthly payments until the total amount paid equals the proceeds settled, and for the remaining lifetime of the person on whose life the option is based. The guaranteed monthly payments shown in the Option 5 table include interest at 3% per year.

Option 6 - Joint and Survivor Income with 10 Years Guaranteed: We will make monthly payments for 10 years and for the remaining lifetime of either of the two persons on whose lives the option is based. The guaranteed monthly payments shown in the Option 6 table include interest at 3% per year.

The Payment Option Tables for options 4, 5 and 6 are based on the Annuity 2000 Mortality Tables (male and female), projected 20 years to the year 2020 by 100% of male Scale G factors for males and 50% of female Scale G factors for females.

Payment Provisions

The effective date of any option is the date the proceeds become payable. This date is the option date. Death proceeds are payable as of the date of the Surviving Insured's death. At least \$5,000 must be applied under each option selected, and each periodic payment must be at least \$50. After an option becomes effective, it cannot be terminated for payment in one sum, unless otherwise provided. The first payment under Option 1 is due one month after the option date. The first payment under Option 2, 3, 4, 5, or 6 is due on the option date. We require satisfactory proof of age of any person on whose life the option is based before any payment is made. Under Option 4, 5, or 6, the present value of future benefits may not be withdrawn.

Termination

Upon termination of either Option 1 or Option 2, we will pay any unpaid proceeds with any accrued interest. Upon termination of Option 3, we will pay the present value on the basis of 3% yearly compound interest of any unpaid payments for the specified period. Upon termination of Option 4, 5, or 6, we will pay the present value of any unpaid payments for the guaranteed period, which is derived using the interest rate which was used in computing the actual monthly payment.

PAYMENT OPTION TABLES

OPTION 3 - PAYMENTS FOR A SPECIFIED PERIOD

GUARANTEED MONTHLY PAYMENT FOR EACH \$1000 OF PROCEEDS

Years	1	2	3	4	5	6	7	8	9	10
Amount	\$ 84.47	42.86	28.99	22.06	17.91	15.14	13.16	11.68	10.53	9.61
Years	11	12	13	14	15	16	17	18	19	20
Amount	\$ 8.86	8.24	7.71	7.26	6.87	6.53	6.23	5.96	5.73	5.51
Years	21	22	23	24	25	26	27	28	29	30
Amount	\$ 5.32	5.15	4.99	4.84	4.71	4.59	4.47	4.37	4.27	4.18

OPTIONS 4 AND 5 - GUARANTEED MONTHLY PAYMENT FOR EACH \$1000 OF PROCEEDS+

Age	Option 4		Option 5		Age	Option 4		Option 5	
	Male	Female	Male	Female		Male	Female	Male	Female
20	2.93	2.89	2.92	2.88	54	4.13	3.96	4.01	3.88
21	2.95	2.90	2.94	2.89	55	4.20	4.03	4.07	3.94
22	2.97	2.92	2.95	2.91	56	4.27	4.10	4.13	4.00
23	2.98	2.93	2.97	2.92	57	4.35	4.17	4.20	4.06
24	3.00	2.95	2.99	2.94	58	4.43	4.24	4.27	4.13
25	3.02	2.96	3.00	2.95	59	4.52	4.32	4.34	4.20
26	3.04	2.98	3.02	2.97	60	4.61	4.41	4.42	4.27
27	3.06	3.00	3.04	2.99	61	4.71	4.50	4.50	4.35
28	3.08	3.02	3.06	3.01	62	4.81	4.59	4.59	4.43
29	3.10	3.04	3.08	3.03	63	4.92	4.69	4.68	4.52
30	3.12	3.06	3.10	3.05	64	5.03	4.80	4.77	4.61
31	3.15	3.08	3.13	3.07	65	5.15	4.91	4.87	4.70
32	3.17	3.10	3.15	3.09	66	5.28	5.03	4.97	4.81
33	3.20	3.12	3.17	3.11	67	5.41	5.16	5.08	4.91
34	3.22	3.15	3.20	3.13	68	5.54	5.29	5.20	5.03
35	3.25	3.17	3.23	3.16	69	5.68	5.43	5.32	5.15
36	3.28	3.20	3.25	3.18	70	5.83	5.57	5.44	5.27
37	3.31	3.23	3.28	3.21	71	5.98	5.73	5.58	5.41
38	3.35	3.26	3.31	3.24	72	6.14	5.89	5.72	5.55
39	3.38	3.29	3.34	3.26	73	6.30	6.06	5.86	5.70
40	3.42	3.32	3.38	3.29	74	6.46	6.24	6.02	5.86
41	3.45	3.35	3.41	3.32	75	6.63	6.42	6.18	6.03
42	3.49	3.39	3.44	3.36	76	6.80	6.61	6.35	6.20
43	3.53	3.42	3.48	3.39	77	6.97	6.81	6.53	6.39
44	3.58	3.46	3.52	3.43	78	7.15	7.00	6.72	6.59
45	3.62	3.50	3.56	3.46	79	7.33	7.20	6.92	6.80
46	3.67	3.54	3.60	3.50	80	7.51	7.40	7.13	7.03
47	3.72	3.59	3.64	3.54	81	7.68	7.60	7.35	7.26
48	3.77	3.63	3.69	3.58	82	7.86	7.80	7.59	7.52
49	3.82	3.68	3.74	3.63	83	8.03	7.99	7.83	7.78
50	3.87	3.73	3.79	3.67	84	8.19	8.17	8.09	8.06
51	3.93	3.79	3.84	3.72	85	8.35	8.34	8.37	8.35
52	3.99	3.84	3.89	3.77					
53	4.06	3.90	3.95	3.82					

+ Guaranteed monthly payments for any ages not shown will be furnished upon request.

PAYMENT OPTION TABLES

OPTION 6- GUARANTEED MONTHLY PAYMENT FOR EACH \$1000 OF PROCEEDS+

Female Age	Male Age									
	50	51	52	53	54	55	56	57	58	59
50	3.44	3.46	3.48	3.50	3.51	3.53	3.54	3.55	3.57	3.58
51	3.47	3.49	3.50	3.52	3.54	3.56	3.57	3.59	3.60	3.62
52	3.49	3.51	3.53	3.55	3.57	3.58	3.60	3.62	3.63	3.65
53	3.51	3.53	3.55	3.57	3.59	3.61	3.63	3.65	3.67	3.69
54	3.53	3.55	3.58	3.60	3.62	3.64	3.66	3.68	3.70	3.72
55	3.55	3.58	3.60	3.62	3.65	3.67	3.69	3.72	3.74	3.76
56	3.57	3.60	3.62	3.65	3.67	3.70	3.72	3.75	3.77	3.79
57	3.59	3.62	3.65	3.67	3.70	3.73	3.75	3.78	3.80	3.83
58	3.61	3.64	3.67	3.70	3.73	3.75	3.78	3.81	3.84	3.86
59	3.63	3.66	3.69	3.72	3.75	3.78	3.81	3.84	3.87	3.90
60	3.64	3.68	3.71	3.74	3.78	3.81	3.84	3.87	3.90	3.94
61	3.66	3.70	3.73	3.76	3.80	3.83	3.87	3.90	3.94	3.97
62	3.68	3.71	3.75	3.79	3.82	3.86	3.90	3.93	3.97	4.00
63	3.69	3.73	3.77	3.81	3.84	3.88	3.92	3.96	4.00	4.04
64	3.71	3.75	3.79	3.83	3.87	3.91	3.95	3.99	4.03	4.07
65	3.72	3.76	3.80	3.84	3.89	3.93	3.97	4.02	4.06	4.10
66	3.73	3.78	3.82	3.86	3.91	3.95	4.00	4.04	4.09	4.13
67	3.75	3.79	3.83	3.88	3.92	3.97	4.02	4.07	4.12	4.16
68	3.76	3.80	3.85	3.89	3.94	3.99	4.04	4.09	4.14	4.19
69	3.77	3.81	3.86	3.91	3.96	4.01	4.06	4.11	4.17	4.22
70	3.78	3.83	3.87	3.92	3.97	4.03	4.08	4.14	4.19	4.25

Female Age	Male Age										
	60	61	62	63	64	65	66	67	68	69	70
50	3.59	3.60	3.61	3.62	3.63	3.64	3.65	3.66	3.67	3.67	3.68
51	3.63	3.64	3.65	3.66	3.67	3.68	3.69	3.70	3.71	3.72	3.72
52	3.66	3.68	3.69	3.70	3.72	3.73	3.74	3.75	3.76	3.76	3.77
53	3.70	3.72	3.73	3.75	3.76	3.77	3.78	3.79	3.80	3.81	3.82
54	3.74	3.76	3.77	3.79	3.80	3.82	3.83	3.84	3.85	3.86	3.87
55	3.78	3.80	3.81	3.83	3.85	3.86	3.88	3.89	3.90	3.92	3.93
56	3.81	3.84	3.86	3.87	3.89	3.91	3.93	3.94	3.96	3.97	3.98
57	3.85	3.88	3.90	3.92	3.94	3.96	3.98	3.99	4.01	4.02	4.04
58	3.89	3.92	3.94	3.96	3.99	4.01	4.03	4.05	4.06	4.08	4.10
59	3.93	3.96	3.98	4.01	4.03	4.06	4.08	4.10	4.12	4.14	4.16
60	3.97	4.00	4.02	4.05	4.08	4.11	4.13	4.15	4.18	4.20	4.22
61	4.00	4.04	4.07	4.10	4.13	4.16	4.18	4.21	4.24	4.26	4.28
62	4.04	4.08	4.11	4.14	4.18	4.21	4.24	4.27	4.29	4.32	4.35
63	4.08	4.11	4.15	4.19	4.22	4.26	4.29	4.32	4.35	4.38	4.41
64	4.11	4.15	4.19	4.23	4.27	4.31	4.35	4.38	4.41	4.45	4.48
65	4.15	4.19	4.23	4.28	4.32	4.36	4.40	4.44	4.48	4.51	4.55
66	4.18	4.23	4.27	4.32	4.36	4.41	4.45	4.50	4.54	4.58	4.61
67	4.21	4.26	4.31	4.36	4.41	4.46	4.51	4.55	4.60	4.64	4.68
68	4.25	4.30	4.35	4.40	4.46	4.51	4.56	4.61	4.66	4.71	4.75
69	4.28	4.33	4.39	4.44	4.50	4.56	4.61	4.67	4.72	4.77	4.82
70	4.31	4.36	4.42	4.48	4.54	4.60	4.66	4.72	4.78	4.84	4.89

+ Guaranteed monthly payments for any ages not shown will be furnished upon request.

10. GENERAL PROVISIONS

The Contract

The entire contract consists of the Basic Policy and any attached additional benefit riders, endorsements, the original application and any subsequent applications for changes that are attached to this policy. We relied upon the application(s) in issuing this policy. All statements in the application(s) are assumed to be true to the best knowledge and belief of the person(s) making them. These statements are representations and not warranties. No statement will be used to contest this policy unless contained in the application(s).

Only the President, a Vice President, or the Secretary of GIAC may make or modify this policy. No agent has the authority to change this policy, waive any provision of this policy or any of GIAC's requirements; or waive an answer to any question in the application(s).

We will not be bound by any promise or statement made by any agent or other person except as stated above.

Basis of Values

The cost of insurance rates under this policy are based on the Commissioners 2001 Standard Ordinary Mortality Table, Age Nearest Birthday, male or female, smoker or non-smoker. All policy values equal or exceed those required by any state statute. A detailed statement of the method of computing these values has been filed with each state insurance department.

Age and Sex

If the age or sex of either insured has been misstated, the amount of death benefit for the Basic Policy will be that which would be purchased by the most recent deduction for the Lapse Protection Account cost of insurance charge based on the correct age(s) and sex(es); the amount of death benefit for any riders will be that which would be purchased by the most recent deduction for rider charges based on the correct age(s) and sex(es).

Incontestability

With respect to each insured, the basic policy will be incontestable after it has been in force during the lifetime of that insured for 2 years from its Issue Date. This policy will terminate upon successful contest with respect to either insured.

If this policy is reinstated, the policy will have a new 2 year contestable period from the date of reinstatement. A contest of a reinstated policy will only be based upon representations made in the reinstatement application, unless the policy is still within the original 2 year contestable period.

At the end of any 2 year contestable period, we will send a letter to the owner requesting notification of the death of either insured that may have occurred during the 2 year period. We will keep on file a copy of the letter and any notification from the owner. If applicable, any action of contest will begin promptly upon receipt of notice of death. Failure to provide notice of death will not avoid a contest of the policy if a death occurs during the 2 year period commencing on the Issue Date or the date of reinstatement even if premiums continue to be paid under the policy.

The contestable period of any additional benefit rider attached to this policy is stated in the rider.

Suicide Exclusion

If both insureds commit suicide, or the Surviving Insured commits suicide, while sane or insane, within 2 years from the Issue Date, our liability will be limited to the greater of (a) or (b) as of the date of death, where:

- (a) is the sum of all premium payments made under this policy, less any Policy Debt and any partial withdrawals;
- (b) is the Net Cash Surrender Value.

Deferment

We may defer the following transactions from the Policy Account Value for up to 6 months from the date we receive your signed written request in Good Order at our Customer Service Office:

- determination or payment of a partial withdrawal or surrender (we will pay interest on deferred partial withdrawals and surrenders at a rate not less than 3% a year if any such payment is deferred 30 days or more); or
- determination or payment of policy loans.

Rating Class Change

You have the right to request that we consider changing an insured's rating class. If there is a change in rating class for this policy for an insured, the following are affected based on the new rating class:

- Monthly Cost of Insurance Rates for the Policy Account Value and Lapse Protection Account;
- The interest crediting rate for the Lapse Protection Account;
- Administrative Charges and Rider Charges; and
- The Lapse Protection Account Benchmark Values for the High/Low COI rate calculation.

We will provide you with new Policy Data pages reflecting the new amounts.

Communications with GIAC

We receive all communications only at our Customer Service Office. Please include the policy number, the full names of the owner and insureds, and the owner's current address in all correspondence with us.

Payments by GIAC

All amounts payable by us are payable at the Customer Service Office.

Statement to the Owner

We will provide a written statement to you once each year. We will send the statement soon after each Policy Anniversary.

The statement will show the following information as of the most recent Policy Anniversary:

- the amount of the current death benefit;
- the Policy Account Value;
- the Net Cash Surrender Value and Cash Surrender Value;
- the Lapse Protection Account;
- the premiums paid, and charges deducted since the last statement;
- any partial withdrawals since the last statement; and
- any outstanding Policy Debt.

The statement will also include any other information required by the jurisdiction where this policy is delivered.

Illustrative Statement to the Owner Upon Request

We will provide an illustrative statement of this policy's projected values to the owner upon written request. We will not charge a fee for such statement. However, we reserve the right to limit the number of requests to 3 within a policy year.



**The Guardian
Insurance & Annuity
Company, Inc.**

**A Stock Company
Incorporated in the
State of Delaware**

**Customer Service Office:
P.O. Box 26210
Lehigh Valley, PA 18002-6210**

Survivorship Universal Life Insurance Policy

- Death Proceeds payable at the death of both insureds if policy is still in force
- No Death Benefit Payable Upon First Death
- Flexible premiums payable during either insured's lifetime ending at Attained Age 121 of Younger Insured
- Policy Account Value less Policy Debt payable on the Maturity Date if the policy has not terminated
- Non-participating--No dividends payable

WHOLE LIFE PURCHASE OPTION RIDER

On each option date while this policy and this rider are in force, the owner may purchase a new whole life policy on a series of option dates without evidence of insurability, subject to the conditions stated below. The new policy is a whole life policy we make available for this purpose and will be issued by our parent company, The Guardian Life Insurance Company of America.

The face amount of the new policy:

- can be any amount from \$25,000 up to the Option amount.
- must be at least the minimum of the policy size that we have established for the new policy that is to be issued.
- will have the same rating class or a comparable rating class as the Base Policy.

There are 2 types of option dates in which this rider can be exercised: Scheduled and Alternate.

Scheduled Option Date

A Scheduled Option date is the policy anniversary on which the insured is a certain age. The number of Scheduled Option Dates depends on the insured's age when this rider was issued. The table below shows the Scheduled Option Dates available under this rider.

The table below shows the Scheduled Option Dates available under this rider.

Issue Age	Scheduled Option Dates	Maximum # of Option Dates
20-24	25, 28, 31, 34, 37, 40, 43, 46	8
25-27	28, 31, 34, 37, 40, 43, 46	7
28-30	31, 34, 37, 40, 43, 46	6
31-33	34, 37, 40, 43, 46	5
34-36	37, 40, 43, 46, 49	5
37-39	40, 43, 46, 49, 52	5
40-42	43, 46, 49, 52, 55	5
43-45	46, 49, 52, 55, 58	5
46-48	49, 52, 55, 58	4
49-50	52, 55, 58	3

Alternate Option Date

An Alternate Option Date is the date one of the following events occurs:

- the insured marries; or
- a living child or grandchild is born to the insured; or a child or grandchild is legally adopted by the insured; or
- the insured purchases a home; or
- the insured enrolls a child in college; or
- the insured realizes an increase in their annual compensation by at least 20%

The event must occur while this policy and this rider are in force. The exercise of a policy purchase on an Alternate Option Date cancels the next scheduled Option Date. The total number of Alternative Option dates that can be exercised in one year is two.

Automatic Term Insurance

We will automatically provide term insurance on the insured's life for 90 days following an Alternate Option Date due to marriage, birth, or adoption of a child or grandchild or purchase of a new home. The amount of term insurance will be equal to the maximum Face Amount of the new policy that could be purchased on the Alternate Option Date.

Automatic term insurance will not be provided upon the enrollment of a child into college or when there has been an increase of 20% or more in the annual compensation of the insured.

The face amount of this term insurance will be payable upon receipt of satisfactory proof at our Customer Service Office that the insured died:

- while this policy and this rider were in force and
- within 90 days after the Alternate Option Date.

Riders

If the Disability Benefit Rider is in force and the insured is disabled on the effective date of a new policy elected under this rider, we will automatically waive premiums on the whole life policy, provided the Specified Amount is at least the Target Premium, which is shown on the Policy Data pages. If the Specified Amount is less than the Target Premium, the premiums will not be waived. If the Disability Benefit Rider is in force and the insured is not disabled on the effective date of the new policy elected under this rider, a waiver of premium rider can be issued on the new policy without additional underwriting

No other riders or additional benefits are available without underwriting.

Values

This rider has no cash or loan value.

Rider Cost

The monthly cost of this rider is shown on the Policy Data page. The monthly cost for this rider is a rate times the Option Amount. It is determined at issue, and is based on the insured's underwriting class and Age on the Policy Date.

The cost for this rider is part of the Monthly Deductions under this policy. We assess this charge against both the Policy Account Value and the Lapse Protection Account. The cost of this rider ends when this rider terminates.

The Contract

This rider is:

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

Each premium for this rider is payable only with each corresponding premium for the policy.

Issue Date

The issue date of this rider is the issue date of this policy. The effective date of this rider is the effective date of this policy.

Incontestability

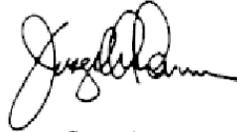
This rider will be incontestable after it has been in force during the insured's lifetime for 2 years from its issue date, except for nonpayment of premiums.

Termination

This rider terminates:

- when no option Scheduled Option Dates remain available; or
- if this policy is surrendered, exchanged or terminates; or
- upon receipt at our Customer Service Office of proper written request for cancellation.
This rider must be sent to the Customer Service Office for cancellation.

The Guardian Insurance & Annuity Company, Inc.



Secretary

DISABILITY BENEFIT RIDER (DBR)

While this policy and rider are in force, The Guardian Insurance & Annuity Company, Inc. (GIAC) will apply as a premium payment the Specified Amount, as described below, while the insured is Totally Disabled, in accordance with the provisions below. Before applying the Specified Amount, GIAC must receive proof that Total Disability:

- began before Age 65; and
- has existed continuously for at least 6 months.

Definitions

Additional terms, not explained here, are defined in the Basic Policy.

Age 60 and Age 65: The Policy Anniversaries nearest the insured's 60th and 65th birthdays.

Total Disability or Totally Disabled: The insured's inability, due to bodily injury or disease to perform substantially all of the duties of an occupation for pay or profit.

- During the first full 60 months of disability, "Total Disability" or "Totally Disabled" means the insured is not able to perform substantially all of the duties of the insured's regular occupation at the time disability begins.
- After the first full 60 months of disability, "Total Disability" or "Totally Disabled" means the insured is not able to perform substantially all of the duties of the insured's occupation or any other occupation for which the insured is or becomes fitted by:
 - education;
 - training; or
 - experience.

Until the insured's 25th birthday, occupation includes attending school full-time outside the home.

Presumptive Total Disability is:

- the entire and irrevocable loss of the sight of both eyes; or
- total and permanent loss of use of:
 - both hands;
 - both feet; or
 - one hand and one foot.

Application of Specified Amount Benefit

- If Total Disability begins before Age 60, GIAC will apply as a premium payment the Specified Amount on each Monthly Processing Date while Total Disability continues.
- If Total Disability begins on or after Age 60 but before Age 65, GIAC will apply as a premium payment the Specified Amount on each Monthly Processing Date during such disability until the later of:
 - Age 65; or
 - the end of 2 years from the beginning of such disability, if this 2 year period extends beyond Age 65.

The Specified Amount will be applied as a premium payment and this amount will be subject to whatever premium charges may apply to any other premium payment that could be made at that time. The Specified Amount will be applied to both the Policy Account Value and the Lapse Protection Account just as any other premium payment. We will also accept additional premium payments during the period the Specified Amount is being applied to the policy. However, any additional premium payments, in combination with the Specified Amount we are paying, must meet our premium limitations as stated in the policy.

Specified Amount Premium

The Specified Amount, which is elected by the owner on the Issue Date, is shown on the Policy Data pages of the Basic Policy. The owner may decrease the Specified Amount at any time. After the first Policy Year, the Specified Amount cannot exceed 1/12 of the premiums paid in the first Policy Year. We will reduce the Specified Amount on the first anniversary if necessary to conform to this rule.

While the insured is Totally Disabled, Monthly Deductions will not be waived under this rider.

Notice of Claim and Proof of Total Disability

GIAC must receive at the Customer Service Office in Good Order written notice of claim and proof of Total Disability. GIAC must approve such notice and proof. After such approval, GIAC will apply as a premium payment the Specified Amount from the date Total Disability began.

The written notice of claim and proof of Total Disability must be received:

- during the insured's lifetime while Total Disability continues;
- not later than one year after Total Disability began; and
- not later than one year after this rider terminates.

Failure to give notice and proof within such time will not invalidate a claim if it is shown that both notice and proof were given as soon as reasonably possible. However, no Specified Amount will be applied for a Monthly Processing Date more than one year before receipt of notice and proof.

Proof of Continued Total Disability

At reasonable intervals, GIAC may require written proof of the continuance of Total Disability. GIAC may require that the insured be examined once each year by one of its medical examiners as part of any proof; any such exam will be at GIAC's expense. If proof is not given as required, GIAC will consider the insured no longer disabled and no further Specified Amounts will be applied.

However, further proof of such disability will not be required after Age 65 if:

- Specified Amounts have been applied on each Monthly Processing Date between Age 60 and Age 65;
- such disability began before Age 60; and
- such disability still exists at Age 65.

Rider Cost

The cost of this Rider is part of the Monthly Deduction under this policy. We assess this charge against both the Policy Account Value and the Lapse Protection Account. The cost for the rider amount specified on the Policy Date is equal to (a) multiplied by (b) where:

(a) is the Specified Amount under this rider; and

(b) is the applicable factor, shown on the Policy Data pages, which is based on the insured's sex, underwriting class and Age on the Policy Date.

The cost of this rider will cease when this rider terminates.

Exclusions

GIAC will not apply Specified Amounts to the Policy Account Value if Total Disability results from:

- an intentionally self-inflicted injury; or
- war while the insured is in the military service or in any auxiliary or noncombatant unit serving with the military. War includes declared or undeclared war, or any armed conflict or resistance by any country or international organization.

Values

This rider has no cash or loan value.

The Contract

This rider is:

- issued in consideration of the application;
- attached to and made part of this policy; and
- subject to all applicable provisions of this policy.

Issue Date

The Issue Date of this rider is the Issue Date of this policy. The contestable period is measured from the Issue Date. The effective date of this rider is the effective date of this policy.

Incontestability

GIAC will not contest this rider after it has been in force during the lifetime of the insured for 2 years from its Issue Date, excluding any period when the insured is Totally Disabled.

Termination

This rider will terminate on the earliest of:

- the insured's Age 65; however, this will not affect an eligible claim for the application of Specified Amounts occurring before that date;
- the surrender, exchange or termination of this policy;
- the Monthly Processing Date which follows GIAC's receipt of written request in Good Order for termination. This rider must be sent to the Customer Service Office for cancellation.

The Guardian Insurance & Annuity Company, Inc.



Secretary

WAIVER OF SPECIFIED AMOUNT (WSA) RIDER

In the event that the insured covered under this rider dies within the first 15 years after the Policy Date of this policy, The Guardian Insurance & Annuity Company, Inc. (GIAC) will apply as a premium payment the Specified Amount each month until the 15th policy anniversary.

Definitions

Insured

As used in this rider, the insured is the insured covered under this rider as shown on the Policy Data page. The insured is one of the 2 insureds covered under the base policy. The owner elects in the application which of the 2 insureds will be covered under this rider. The owner also has the option to purchase this rider on each insured and have each insured covered under this rider. If only one insured is covered under this rider, that insured must be the first of the 2 insureds to die in order for the benefit under this rider to take effect.

Application of Specified Amount Benefit

If the insured dies before the 15th policy anniversary, we will apply as a premium payment the Specified Amount on each Monthly Processing Date beginning with the Monthly Processing Date that next follows the date of death of the insured. This will continue on each Monthly Processing Date until the 15th policy anniversary. The Specified Amount will not be applied on the 15th policy anniversary. The conditions for payment of the Specified Amount are:

- The policy and this rider must be in force on the date of the insured's death. For payment of the Specified Amount to continue, the policy and this rider must remain in force.
- Due proof of the insured's death must be received at our Customer Service Office as soon as the death of the insured occurs or as soon thereafter as is reasonably possible.

The Specified Amount will be applied as a premium payment and this amount will be subject to whatever premium charges may apply to any other premium payment that could be made at that time. The Specified Amount will be applied to both the Policy Account Value and the Lapse Protection Account just as any other premium payment. We will also accept additional premium payments during the period the Specified Amount is being applied to the policy. However, any additional premium payments, in combination with the Specified Amount we are paying, must meet our premium limitations as stated in the policy.

While the Specified Amount is being paid, monthly deductions as described in the base policy, continue to be due and will be deducted at the appropriate times.

Specified Amount Premium

The Specified Amount is elected by the owner in the application and is shown on the Policy Data page of the Basic Policy. You may decrease the Specified Amount at any time by notifying us in writing at our Customer Service Office. The Specified Amount may also be reduced automatically by GIAC on the first policy anniversary. On the first anniversary, we will reduce the Specified Amount, if applicable, so that it equals 1/12 of the actual premiums the owner paid into the policy during the first policy year.

Notice of Claim and Proof of Death

We must receive in Good Order at our Customer Service Office written notice of claim and proof that the insured died within the first 15 policy years and while this rider was in force. After satisfactory proof is provided, we will begin to pay the Specified Amount on each Monthly Processing Date as described in the "Application of Specified Amount Benefit" provision of this rider. If necessary, we will retroactively apply the Specified Amount on any Monthly Processing Date that occurred between the date of death of the insured and the date we begin making payments under this rider. However we will not apply the Specified Amount for any Monthly Processing Date that:

- Occurred more than one year before proof is furnished of the death of the insured, unless it can be shown that such proof was furnished as soon as was reasonably possible;
- Occurred on or after the 15th policy anniversary;
- Occurred while this rider was not in force.

Rider Cost

The cost of this rider is part of the Monthly Deductions under this policy. We assess this charge against both the Policy Account Value and the Lapse Protection Account. The cost for the rider is equal to (a) multiplied by (b) where:

- (a) is the Specified Amount under this rider; and
- (b) is the applicable rider factor, shown on the Policy Data pages. This factor is based on the insured's underwriting class, age on the Policy Date, and sex, if applicable.

Values

This rider has no loan value.

This rider will have a cash value if the insured dies while the rider is in force. The rider's cash value will be included in the policy's cash surrender value if the policy is fully surrendered during the 15th policy anniversary. The rider may not be surrendered for its cash value unless the policy is fully surrendered after the insured's death and while this rider was in force.

The rider's cash value will equal the present value of the remaining Specified Amount payments that would be made under this rider up to the 15th policy anniversary. This present value is computed on the basis of 8% yearly compound interest. The rider cash value, if any, will decrease each year this rider is in force.

The Contract

This rider is:

- issued in consideration of the application for the rider;
- attached to and made part of the policy;
- subject to all of the applicable provisions of the policy.

Issue Date

The issue date of this rider is the issue date of the policy. The Incontestability period is measured from the issue date. The effective date of this rider is the effective date of the policy.

Incontestability

This rider will be incontestable after it has been in force during the insured's lifetime for 2 years from its issue date.

Termination

If this rider only covers one of the insureds, this rider will terminate upon the death of the insured not covered under this rider. This rider will also terminate:

- On the 15th policy anniversary;
- On the date the policy lapses, ends or is surrendered;
- Upon the receipt of proper written request at our Customer Service Office. This rider must be sent to the Home Office for cancellation.

The Guardian Insurance & Annuity Company, Inc.



Secretary

FOUR YEAR TERM INSURANCE RIDER

Non-Convertible

We will pay to the beneficiary this rider's Term Face Amount, provided due proof in Good Order is received at our Customer Service Office that both insureds died while the policy and rider were in force.

Term Face Amount

This rider provides level term insurance on the lives of the insureds covered under this policy until the expiry date shown on the Policy Data page. The Term Face Amount is shown on the Policy Data page. The beneficiary for this coverage is the same as for the policy.

Rider Charge

The monthly charge for this rider is shown on the Policy Data page. We assess this charge against both the Policy Account Value and the Lapse Protection Account. The cost of this rider is part of the Monthly Deductions under the policy. The cost of this rider will cease when this rider terminates.

Values

This rider has no cash or loan value.

The Contract

This rider is:

- Issued in consideration of the application;
- Attached to and made part of the policy;
- Subject to all of the applicable provisions of the policy.

Issue Date

The issue date of this rider is the Issue Date for the policy.

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 its issue date.

At the end of the 2 year contestable period, we will send a letter to the owner requesting notification of the death of either insured that may have occurred during the 2 year period. We will keep on file a copy of the letter and any notification from the owner. If applicable, any action of contest will begin promptly upon receipt of notice of death. Failure to provide notice of death will not avoid a contest of the policy if a death occurs during the 2 year period commencing on the Issue Date even if premiums continue to be paid under the policy.

Suicide Exclusion

If both insureds commit suicide, or the surviving insured commits suicide, while sane or insane, within 2 years from the Issue Date, the Term Face Amount will not be paid. Instead, our liability is limited to the amount described in the policy's "Suicide Exclusion" provision.

Termination

This rider terminates:

- On the expiry date shown on the Policy Data page; or
- if this policy is surrendered, lapses or terminates; or
- upon receipt at our Customer Service Office of proper written request for cancellation. This rider must be sent to our Customer Service Office for cancellation.

The Guardian Insurance & Annuity Company, Inc.



Secretary

BENEFICIARY INSURANCE PURCHASE OPTION (BIO) RIDER

The beneficiary may purchase a new policy, or new policies on the Designated Insured within 90 days after the date of the Primary Insured's death without evidence of insurability, subject to the terms of this rider. The new policy can be purchased on an Original Age basis, an Attained Age basis, or a Single Premium Paid-up basis (or any combination of these that does not violate the terms of this rider).

Designated Insured

The Designated Insured is the person on whose life a new policy may be issued as a result of an exercise of this rider. The Designated Insured is one of the 2 insureds under the base policy. The owner elects who will be the Designated Insured and this Designated Insured is shown on the Policy Data page. The Designated Insured may not be changed.

Primary Insured

The Primary Insured is the person upon whose death the right to exercise this rider begins. The Primary Insured is one of the 2 insureds under the base policy. The owner elects who will be the Primary Insured and this Primary Insured is shown on the Policy Data page. The Primary Insured may not be changed.

Beneficiary

The beneficiary is the designated beneficiary (or beneficiaries) for this policy on the date of the Primary Insured's death.

BIO Election Period

The BIO election period starts on the date of the Primary Insured's death if the Primary Insured dies before the Designated Insured. It ends 90 days after that date.

BIO Option Amount

The BIO Option Amount is shown on the Policy Data page. More than one BIO Option Amount may be shown if this rider has been purchased on each of the insureds under the base policy.

Original Age Policy

A policy purchased based on the age of the Designated Insured at issue of the original policy.

Attained Age Policy

A policy purchased based on the attained age of the Designated Insured at issue of the new policy.

Single Premium Paid-up Policy

A policy purchased on the life of the Designated Insured for which a single premium is payable when the policy is issued, and no further premiums are due. This policy is purchased based on the attained age of the Designated Insured at issue of the new policy.

Conditions to Exercise This Rider

Any purchase of a new policy under the terms of this rider is subject to the following conditions:

- This policy and this rider must be in force on the date of the Primary Insured's death. The Designated Insured must be alive on that date.
- The right to exercise this option will not be subject to any existing assignment of this policy on the date of the Primary Insured's death.
- Written application and any new policy cost must be received at the issuing company's Customer Service Office during the BIO election period. All beneficiaries for this policy and the Designated Insured and owner for each new policy must sign the application.
- The owner and beneficiary designations for the new policy must meet the issuing company's published requirements on the date the new policy is issued. The owner of the new policy must have an insurable interest in the Designated Insured's life. Otherwise, the Designated Insured may purchase the policy on his or her own life.

Description of New Policy

The following general provisions apply to any new policy purchased under the terms of this rider:

- The face amount of any new policy to be issued cannot be less than our minimum face amount rules for the plan selected in accordance with the issuing company's published underwriting rules on the issue date of the new policy.
- The issue date of the new policy will be the date the new policy is issued at the issuing company's Home Office. The new policy will be issued once the completed application and the required payment are received for the new policy as described in the "New Policy Cost" provision.
- The maximum face amount of any new policy purchased under this rider depends on whether the policy is to be an Original Age Policy, an Attained Age Policy, a Single Premium Paid-up Policy, or some combination of these. If only an Original Age policy or a Single Premium Paid-up policy is being purchased, the maximum face amount is the BIO Option Amount shown on the Policy Data Page for the appropriate Designated Insured. If only an Attained Age policy is being purchased, the maximum face amount of the new policy is initially the BIO Option Amount shown on the Policy Data page for the appropriate Designated Insured, and then decreases each year in accordance with the schedule shown on Policy Data page 4.4 for that insured. If a combination of more than one type of policy is being purchased on the Designated Life, please refer to the "Combination of New Policy" provision for further information.
- The new policy may be any single life, level annual premium, level death benefit whole life plan being issued by either GIAC, or its parent company, The Guardian Life Insurance Company of America, on the issue date of the new policy that is made available for this purpose. If a Single Premium Paid-up policy is to be issued, it will be issued by Guardian.
- The age of the insured under any new policy will be determined as of the new policy's policy date. If an Original Age Policy is issued, its policy date will be the same as this policy's policy date. If an Attained Age Policy is issued or a Single Premium Paid-up policy is issued, then the policy date will be the issue date of the new policy.

However, if an Attained Age policy is being issued and the Designated Insured is at that time older than the maximum age shown in the table on Policy Data page 4.4 for that insured, then we will issue such policy at the maximum age shown in the table on Policy Data page 4.4 for that insured, and the owner must make an additional payment as described in the "New Policy Cost" provision. The policy date in such a situation will be the date the Designated Insured attained the maximum age shown in the table on Policy Data page 4.4 for that insured.

- The new policy will take effect on its issue date if the required payment for the new policy has been made, but the Designated Insured must then be living.
- Premiums for the new policy will be based on the issuing company's published rates on the issue date of the new policy. The premiums will depend on the new policy's plan, face amount, premium class, the Designated Insured's age on the new policy's policy date, and sex, if applicable.
- Any new policy issued on a Designated Insured will be based on the premium class shown for that Designated Insured on the Policy Data pages, provided that such class is available on the issue date of the new policy. Otherwise, the premium class will be based on the premium classes then made available by the issuing company and will be comparable to the premium class shown for that Designated Insured.
- The incontestability provision of each new policy will be measured from the issue date of this policy. If this policy has been reinstated, the contestable period for the new policy will be measured from the date of reinstatement. The Suicide Exclusion period of each new policy will be measured from that policy's issue date.

Riders

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 issue date.

Combination of New Policy

If this rider is exercised, the beneficiary has the option of purchasing a new policy on the Designated Insured on an Original Age basis, an Attained Age basis, or a Single Premium Paid-up basis, or a combination of 2 or more of these options. If more than one type of policy is to be purchased on the Designated Insured under this rider, the applicant for the new policies must indicate on the application how much face amount is being requested under each option. We will use the following rules to ensure that the overall rider benefit is not exceeded:

- In no event can the total face amount of all new policies being purchased on a Designated Insured exceed the BIO Option Amount for that insured shown on the Policy Data pages;
- If an Attained Age policy is being applied for, the maximum face amount of such policy is the appropriate percentage from Policy Data page 4.4 for the Designated Insured, applied to the difference between:
 - (a) the BIO Option Amount shown on the Policy Data page for the Designated Insured; and
 - (b) the total face amount of any Original Age policy and/or Single Premium Paid-up policy also being applied for on that Designated Insured.

New Policy Cost

The cost of a new policy purchased under this rider is equal to the first premium due on the new policy plus, if the new policy is in a substandard risk class, a charge determined by the issuing company. In addition, there may be an additional required payment as follows:

- If an Original Age Policy is issued, an additional payment is required equal to the guaranteed cash value of the new policy on its issue date.
- If an Attained Age Policy is to be issued, no additional payment is required unless the age of the Designated Insured is higher than the maximum age shown in the Table on Policy Data page 4.4 for that insured. In such case, the policy will be issued at the maximum age shown in the Table on Policy Data page 4.4 and an additional payment is required. This payment is equal to the guaranteed cash value of the new policy for the policy year corresponding to the difference between the Designated Insured's actual age and the maximum age shown in the table on Policy Data page 4.4.
- For a Single Premium Paid-up Policy, the cost is the single premium for the new policy. This amount is the net single premium for the Single Premium Paid-Up Whole Life insurance policy being issued by Guardian on the issue date of the new policy.

Automatic Term Insurance

If the Primary Insured dies and the Designated Insured is still alive at that time, GIAC will provide term insurance on the life of the Designated Insured during the BIO election period. The amount of term insurance will be the maximum amount that could be purchased on an attained age basis on that Designated Insured at the time of the Primary Insured's death as shown on Policy Data page 4.4. If the Designated Insured was older than the maximum age shown in the Table on page Policy Data 4.4 at the time of the Primary Insured's death, the automatic term insurance will be reduced by the guaranteed cash value for the policy year corresponding to the difference between the Designated Insured's actual age and the maximum age shown in the table on Policy Data page 4.4.

The face amount of the term insurance will be payable upon receipt of satisfactory proof at our Customer Service Office that the Designated Insured died:

- after the death of the Primary Insured; and
- during the BIO election period.

Simultaneous Death Benefit

GIAC will provide term insurance for one half the Automatic Term Insurance amount described above if:

- the Primary Insured and the Designated Insured die at the same time; or
- it is impossible to determine the sequence of deaths.

If this Beneficiary Purchase Option rider has been purchased on each of the insureds under the base policy, and the two insureds die under these conditions, a simultaneous death benefit will be payable under both riders.

Rider Cost

The cost of this rider is part of the Monthly Deductions under this policy. We assess this charge against both the Policy Account Value and the Lapse Protection Account. The cost of this rider for each Designated Insured is the Option Amount on that insured multiplied by a rate per \$1,000 that varies based on the Issue Age of that Designated Insured. The charge is shown on the Policy Data pages.

Values

This rider has no cash or loan value.

The Contract

This rider is:

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

Issue Date

The issue date of this rider is the issue date of the policy unless this rider is added to a policy that is already in force. In this case, the issue date of this rider is the date this rider is added.

Incontestability

This rider will be incontestable after it has been in force during the Primary Insured's lifetime for 2 years from its issue date.

Termination

For each Designated Insured, the option to exercise the benefit provided under this rider terminates on the earlier of:

- the date of death of that Designated Insured; or
- the policy anniversary nearest the 121st birthday of that Designated Insured;

This rider terminates:

- when the option to exercise the benefit provided under this rider has terminated for all Designated Insureds;
- at the end of the BIO election period;
- on the date the younger insured is or would have been age 121;
- if this policy lapses, is surrendered, or terminates;
- upon receipt of proper written request by the owner at our Customer Service Office. This rider must be sent to the Customer Service Office for cancellation.

The Guardian Insurance & Annuity Company, Inc.



Secretary

SURVIVORSHIP INSURANCE PURCHASE OPTION (SIPO) RIDER

Subject to the terms of this rider, the beneficiary may purchase a new policy, or new policies on each Designated Insured within 90 days after the death of both insureds covered under the base policy, without evidence of insurability. The new policy can be purchased on an Original Age basis, an Attained Age basis, or a Single Premium Paid-up basis (or any combination of these that does not violate the terms of this rider).

Designated Insured

A Designated Insured is a person on whose life a new policy may be issued as a result of an exercise of this rider. All Designated Insured's are shown on the Policy Data page. An insured covered under the base policy may not be a Designated Insured. A Designated Insured may not be changed.

Surviving Insured

The Surviving Insured is the second of the 2 insureds covered under the base policy to die. If both insureds covered under the base policy die at the same time, for purposes of this rider, either insured can be considered the surviving insured. The insureds covered under the base policy are shown on the Policy Data page.

Beneficiary

The beneficiary is the designated beneficiary (or beneficiaries) for this policy on the date of the Primary Insured's death.

SIPO Election Period

The SIPO election period starts on the date of the Surviving Insured's death. It ends 90 days after that date.

SIPO Option Amount

The SIPO Option Amount is shown on the Policy Data page. More than one SIPO Option Amount may be shown if there are multiple Designated Insureds.

Original Age Policy

A policy purchased based on the age of the Designated Insured at issue of the original policy.

Attained Age Policy

A policy purchased based on the attained age of the Designated Insured at issue of the new policy.

Single Premium Paid-up Policy

A policy purchased on the life of the Designated Insured for which a single premium is payable when the policy is issued, and no further premiums are due. This policy is purchased based on the attained age of the Designated Insured at issue of the new policy.

Conditions to Exercise This Rider

Any purchase of a new policy under the terms of this rider is subject to the following conditions:

- This policy and this rider must be in force on the date of the Surviving Insured's death. The Designated Insured must be alive on that date.
- The right to exercise this option will not be subject to any existing assignment of this policy on the date of the Surviving Insured's death.
- Written application and any new policy cost must be received at the issuing company's Customer Service Office during the SIPO election period. All beneficiaries for this policy and the Designated Insured and owner for each new policy must sign the application.
- The owner and beneficiary designations for the new policy must meet the issuing company's published requirements on the date the new policy is issued. The owner of the new policy must have an insurable interest in the Designated Insured's life. Otherwise, the Designated Insured may purchase the policy on his or her own life.

Description of New Policy

The following general provisions apply to any new policy purchased under the terms of this rider:

- The face amount of any new policy to be issued cannot be less than our minimum face amount rules for the plan selected in accordance with the issuing company's published underwriting rules on the issue date of the new policy.
- The issue date of the new policy will be the date the new policy is issued at the issuing company's Home Office. The new policy will be issued once the completed application and the required payment are received for the new policy as described in the "New Policy Cost" provision.
- The maximum face amount of any new policy purchased under this rider depends on whether the policy is to be an Original Age Policy, an Attained Age Policy, a Single Premium Paid-up Policy, issued by Guardian, our parent company, or some combination of these. If only an Original Age policy or a Single Premium Paid-up policy is being purchased, the maximum face amount is the SIPO Option Amount shown on the Policy Data Page for the appropriate Designated Insured. If only an Attained Age policy is being purchased, the maximum face amount of the new policy is initially the SIPO Option Amount shown on the Policy Data page for the appropriate Designated Insured, and then decreases each year in accordance with the schedule shown on Policy Data Page 4.5 for that insured. If a combination of more than one type of policy is being purchased on the Designated Life, please refer to the "Combination of New Policy" provision for further information.
- The new policy may be any single life, level annual premium, level death benefit whole life plan being issued by either GIAC, or its parent company, The Guardian Life Insurance Company of America, on the issue date of the new policy that is made available for this purpose. If a Single Premium Paid-up policy is to be issued, it will be issued by Guardian.
- The age of the insured under any new policy will be determined as of the new policy's policy date. If an Original Age Policy is issued, its policy date will be the same as this policy's policy date. If an Attained Age Policy is issued or a Single Premium Paid-up policy is issued, then the policy date will be the issue date of the new policy.

However, if an Attained Age policy is being issued and the Designated Insured is at that time older than the maximum age shown in the table on Policy Data page 4.5 for that insured, then we will issue such policy at the maximum age shown in the table on Policy Data page 4.5 for that insured, and the owner must make an additional payment as described in the "New Policy Cost" provision. The policy date in such a situation will be the date the Designated Insured attained the maximum age shown in the table on Policy Data page 4.5 for that insured.

- The new policy will take effect on its issue date if the required payment for the new policy has been made, but the Designated Insured must then be living.
- Premiums for the new policy will be based on the issuing company's published rates on the issue date of the new policy. The premiums will depend on the new policy's plan, face amount, premium class, the Designated Insured's age on the new policy's policy date, and sex, if applicable.
- Any new policy issued on a Designated Insured will be based on the premium class shown for that Designated Insured on the Policy Data pages, provided that such class is available on the issue date of the new policy. Otherwise, the premium class will be based on the premium classes then made available by the issuing company and will be comparable to the premium class shown for that Designated Insured.
- The incontestability provision of each new policy will be measured from the issue date of this policy. If this policy has been reinstated, the contestable period for the new policy will be measured from the date of reinstatement. The Suicide Exclusion period of each new policy will be measured from that policy's issue date.

Riders

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 issue date.

Combination of New Policy

If this rider is exercised, the beneficiary has the option of purchasing a new policy on the Designated Insured on an Original Age basis, an Attained Age basis, or a Single Premium Paid-up basis, or a combination of 2 or more of these options. If more than one type of policy is to be purchased on the Designated Insured under this rider, the applicant for the new policies must indicate on the application how much face amount is being requested under each option. We will use the following rules to ensure that the overall rider benefit is not exceeded:

- In no event can the total face amount of all new policies being purchased on a Designated Insured exceed the SIPO Option Amount for that insured shown on the Policy Data pages;
- If an Attained Age policy is being applied for, the maximum face amount of such policy is the appropriate percentage from Policy Data page 4.5 for the Designated Insured, applied to the difference between:
 - (a) the SIPO Option Amount shown on the Policy Data page for the Designated Insured; and
 - (b) the total face amount of any Original Age policy and/or Single Premium Paid-up policy also being applied for on that Designated Insured.

New Policy Cost

The cost of a new policy purchased under this rider is equal to the first premium due on the new policy plus, if the new policy is in a substandard risk class, a charge determined by the issuing company. In addition, there may be an additional required payment as follows:

- If an Original Age Policy is issued, an additional payment is required equal to the guaranteed cash value of the new policy on its issue date.
- If an Attained Age Policy is to be issued, no additional payment is required unless the age of the Designated Insured is higher than the maximum age shown in the Table on Policy Data page 4.5 for that insured. In such case, the policy will be issued at the maximum age shown in the Table on Policy Data page 4.5 and an additional payment is required. This payment is equal to the guaranteed cash value of the new policy for the policy year corresponding to the difference between the Designated Insured's actual age and the maximum age shown in the table on Policy Data page 4.5.
- For a Single Premium Paid-up Policy, the cost is the single premium for the new policy. This amount is the net single premium for the Single Premium Paid-Up Whole Life insurance policy being issued by Guardian, our parent company, on the issue date of the new policy.

Automatic Term Insurance

GIAC will provide term insurance on the life of a Designated Insured during the SIPO election period. The amount of term insurance will be the maximum amount that could be purchased on an attained age basis on that Designated Insured at the time of the Surviving Insured's death as shown on Policy Data page 4.5. If the Designated Insured was older than the maximum age shown in the Table on Policy Data page 4.5 at the time of the Surviving Insured's death, the automatic term insurance will be reduced by the guaranteed cash value for the policy year corresponding to the difference between the Designated Insured's actual age and the maximum age shown in the table on Policy Data page 4.5.

The face amount of the term insurance will be payable upon receipt of satisfactory proof at our Customer Service Office that the Designated Insured died:

- after the death of the Surviving Insured; and
- during the SIPO election period.

Simultaneous Death Benefit

GIAC will provide term insurance on a Designated Insured for one half the Automatic Term Insurance amount described above if:

- the Surviving Insured and that Designated Insured die at the same time; or
- it is impossible to determine the sequence of deaths.

If the Surviving Insured and more than one Designated Insured die under the conditions stated above, only one simultaneous death benefit will be payable. The amount of the simultaneous death benefit will be one half of the greatest Automatic Term Insurance amount for the deceased Designated Insureds.

Rider Cost

The cost of this rider is part of the Monthly Deductions under this policy. We assess this charge against both the Policy Account Value and the Lapse Protection Account. The cost of this rider for each Designated Insured is the Option Amount on that insured multiplied by a rate per \$1,000 that varies based on the Issue Age of that Designated Insured. The charge is shown on the Policy Data pages.

Values

This rider has no cash or loan value.

The Contract

This rider is:

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

Issue Date

The issue date of this rider is the issue date of the policy unless this rider is added to a policy that is already in force. In this case, the issue date of this rider is the date this rider is added.

Incontestability

With respect to each insured covered under the base policy, this rider will be incontestable after it has been in force during that insured's lifetime for 2 years from the Issue Date. This policy will terminate upon successful contest with respect to either insured.

At the end of the 2 year contestable period, we will send a letter to the owner requesting notification of the death of either insured that may have occurred during the 2 year period. We will keep on file a copy of the letter and any notification from the owner. If applicable, any action of contest will begin promptly upon receipt of notice of death. Failure to provide notice of death will not avoid a contest of the policy if a death occurs during the 2 year period commencing on the Issue Date even if premiums continue to be paid under the policy.

Termination

For each Designated Insured, the option to exercise the benefit provided under this rider terminates on the earlier of:

- the date of death of that Designated Insured; or
- the policy anniversary nearest the 121st birthday of that Designated Insured;

This rider terminates:

- when the option to exercise the benefit provided under this rider has terminated for all Designated Insureds;
- at the end of the SIPO election period;
- on the date the younger insured is or would have been age 121;
- if this policy lapses, is surrendered, or terminates;
- upon receipt of proper written request by the owner at our Customer Service Office. This rider must be sent to the Customer Service Office for cancellation.

The Guardian Insurance & Annuity Company, Inc.



Secretary

POLICY EXCHANGE OPTION RIDER

Exchange Option

Upon receipt of your written request, The Guardian Insurance & Annuity Company, Inc. (GIAC) will exchange this policy for two individual policies, one on the life of each of the insureds, subject to the conditions stated in this rider. Evidence of insurability will not be required, except as described in the "Exchange Percentage" provision below.

Definitions

Basic Policy: This policy excluding any additional benefit riders.

Exchange Percentage: The portion of the basic policy face amount under this policy which is exchanged for a new policy on the life of one insured.

Unless you request otherwise, the exchange percentage of each new policy will be 50%. The sum of the exchange percentages of the new policies can never exceed 100%.

No evidence of insurability is required when the exchange percentage of a new policy is 50% or less. We will require satisfactory evidence of insurability if the requested exchange percentage of a new policy exceeds 50%.

The face amount of each new basic policy will be determined based on its exchange percentage, as described in "The New Policies" provision of this rider.

Exchange Option Events

You may exercise the exchange option provided under this rider if either of the following events occurs:

- The date that a final divorce decree on the insureds' marriage has been in effect for 6 months; or
- The date that a full repeal of the Federal Estate Tax Law has been effective for 3 full years.

In addition, the "Conditions for Exchange" described below must be met.

Conditions for Exchange

- The basic policy and this rider must be in force.
- Both of the insureds under this policy must be living on the Exchange Date.
- The owner of each new policy and the insured must sign the application for the new policy. The owner of the new policy must have an insurable interest in the insured's life.
- Any assignee must agree in writing to the exchange.
- The following must be received at our Customer Service Office no later than 6 months after an exchange option event occurs (or if the event occurred before this policy was issued, within 6 months after the Issue Date of this policy):
 - your written request for exchange;
 - evidence of the exchange option event satisfactory to GIAC;
 - evidence of insurability satisfactory to us, if the exchange percentage of a policy exceeds 50%; and
 - the first premium for each new policy.
- This policy must be surrendered to GIAC before the exchange date.
- This policy, including any attached rider(s), will terminate on the day before the Exchange Date.

The New Policies

All Exchanges

The following provisions apply to any exchange effected under this rider:

- The face amount of a new basic policy issued as the result of an exchange will be the face amount of this basic policy multiplied by the exchange percentage for that new policy.
- Each new policy will be on a plan of insurance that we make available for this purpose and can be either a single life universal life policy being issued by GIAC or a single life, annual premium whole life policy being issued by Guardian, our parent company, on the Exchange Date.
- The Exchange Date is the issue date of each new policy. The issue date will be the same for both new policies.
- The policy date of each new policy is the Exchange Date.
- The premiums for each new policy will be based on the issuing company's published rates on the Exchange Date. The premiums will depend on each new policy's plan, face amount, and Underwriting Class, the insured's Issue Age as stated on the Policy Data page of this policy, and the insured's sex, if applicable.
- Each new policy will be subject to any existing assignment of this policy.
- The amount of any outstanding loans on this policy will be allocated to each new policy if such loans are not repaid before an exchange is effected. The amount of outstanding loans allocated to a new policy will be:
 - the total amount of any outstanding loans on this policy;multiplied by:
 - the exchange percentage for that new policy.If the total amount of outstanding loans allocated to a new policy exceeds its loan value, then the outstanding loans will be set so that they equal the loan value of the new policy. However, any excess must be paid in cash to the issuing company on or before the Exchange Date.
- Additional benefit riders will be available with each new policy only with the issuing company's consent. Evidence of insurability at the insured's attained age will be required. All riders on each new policy will be subject to the issuing company's rules on the policy date.

Exchanges without Evidence of Insurability

The following provisions apply to a policy with an exchange percentage of 50% or less:

- The underwriting class for the new policy will be the individual underwriting class assigned to the insured when this policy was underwritten, provided that such class is available under the new policy on its issue date. Otherwise, the underwriting class will be based on the classes then made available by the issuing company for the new policy and will be comparable to the underwriting class shown for that insured.
- The "Incontestability" and "Suicide Exclusion" provisions of each new policy will be measured from the issue date of this policy.

Exchanges Requiring Evidence of Insurability

The following provisions apply to any new policy with an exchange percentage greater than 50%:

- The insured under the new policy must be insurable under the issuing company's published rules in effect on the exchange date.
- The underwriting class of the new policy will be the underwriting class assigned to the insured when the new policy is underwritten.
- The "Incontestability" and "Suicide Exclusion" provisions of the new policy will be measured from the issue date of this policy. However, the new policy will be contestable for 2 years to the extent that the new basic policy face amount exceeds 50% of this policy's basic face amount.
- If satisfactory evidence of insurability is not provided then the issuing company will automatically issue both policies based on an exchange percentage of 50%.

Exchange Cost or Credit

Either an exchange cost or credit, as defined below, will be payable on the exchange date.

We will allocate the Cash Surrender Value of this policy to each new policy on the exchange date, in proportion to each new policy's exchange percentage. If the portion of the Policy Account Value allocated to a new policy is greater than the cash value for such policy, an exchange credit will be paid by GIAC to the owner of this policy equal to the difference. However, any outstanding loan in excess of the new policy's loan value will be deducted. If the portion of the Cash Surrender Value allocated to a new policy is less than the cash value for that policy, then an exchange cost must be paid before that policy can be issued. The exchange cost is equal to 103% of the greater of:

- (a) The guaranteed cash value of the new policy minus the portion of the Policy Account Value allocated to that policy; and
- (b) the reserve for the new policy on the exchange date minus the reserve for this policy on the exchange date.

Values

This rider has no cash or loan value.

The Contract

This rider is:

- issued in consideration of the application;
- attached to and made part of this policy;
- subject to all the applicable provisions of this policy.

Issue Date

The issue date of this rider is the issue date of the policy. The effective date of this rider is the effective date of the policy.

Termination

This rider terminates:

- if one of the insureds under this policy dies; or
- if the policy lapses, is surrendered or terminates; or
- you request to have this rider removed from the policy in a signed written request received at our Customer Service Office.

The Guardian Insurance & Annuity Company, Inc.



Secretary

**THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.
(GIAC)**

ENDORSEMENT

DECREASE IN POLICY FACE AMOUNT

Insured(s) Name: [JOHN DOE]
[JANE DOE]

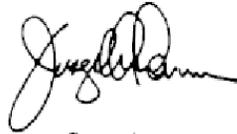
Policy Number: [00 000 000]

The Face Amount of the above policy has been decreased. This has been done to comply with the policyowner's written request for a decrease or due to a partial withdrawal in the Face Amount of a universal life policy.

The new Face Amount is \$[100,000].

Executed as of [June 1, 2009], which is the date of issue and the effective date of this endorsement.

The Guardian Insurance & Annuity Company, Inc.



Secretary

SERFF Tracking Number: GARD-126032492 State: Arkansas
 Filing Company: The Guardian Insurance & Annuity Company State Tracking Number: 41764
 Inc.
 Company Tracking Number: 09-UL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Lapse Protection Account
 Project Name/Number: UL Shadow Account/09-UL

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: GIAC Readability.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Attachment: L-AP-2004 .pdf		

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage		
Bypass Reason: Not applicable		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Appendix A		
Comments:		
Attachment: AR Appendix A.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		

SERFF Tracking Number: GARD-126032492 State: Arkansas
 Filing Company: The Guardian Insurance & Annuity Company State Tracking Number: 41764
 Inc.
 Company Tracking Number: 09-UL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Lapse Protection Account
 Project Name/Number: UL Shadow Account/09-UL

Comments:

Attachments:

Statement of Variability 09-R317 Generic.pdf
 Statement of Variability 09-SUL Generic.pdf
 Statement of Variability 09-UL Generic.pdf

Item Status: **Status**
Date:

Satisfied - Item: Actuarial Certifications

Comments:

Attachments:

Actuarial Nonforfeiture Certification.pdf
 Actuarial Reserve Certification.pdf

Item Status: **Status**
Date:

Satisfied - Item: Compliance Certification

Comments:

Attachments:

Certificate of Compliance with Rule 19.pdf
 Certificate of Compliance with Rule 33.pdf

Item Status: **Status**
Date:

Satisfied - Item: Consent Certification

Comments:

Attachment:

Consent to Submit Rates.pdf



STATE OF ARKANSAS

READABILITY CERTIFICATION

COMPANY NAME: The Guardian Insurance & Annuity Company, Inc.

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.

<u>Form Title</u>	<u>Form Number</u>	<u>Flesch Score</u>
Universal Life Insurance Policy	09-UL AR	50
Survivorship Universal Life Insurance Policy	09-SUL AR	49
Whole Life Purchase Option Rider	09-WLPO UL	53
Disability Benefit Rider	09-DBR UL	45.5
Waiver of Specified Amount Rider	09-WSA SUL	50.2
Four Year Term Insurance Rider	09-4YT SUL	55
Beneficiary Insurance Purchase Option Rider	09-BIO SUL	50
Survivorship Insurance Purchase Option Rider	09-SIPO SUL	50.7
Policy Exchange Option Rider	09-PSO SUL	48
Decrease in Policy Face Amount Endorsement	09-R317	60.5

Name: John J. Monahan
Title: Director, Policy forms
Date: February 26, 2009



Customer Service Office
3900 Burgess Place
Bethlehem, PA 18017

- THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA
 - THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.
 - BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA
- (Please check appropriate company. In this application, "the Company" is the insurer checked above.)

APPLICATION FOR LIFE INSURANCE

Part 1

Please print

(Page 1 of 7)

1. Proposed Insured Information

- a. First Name John MI _____ Last Name Doe
- b. Social Security # 123-45-6789
- c. Sex Male Female
- d. Date of Birth (mm/dd/yyyy) 12/1/69
- e. Place of Birth Any City, NY
- f. Are you a U.S. citizen? Yes No
- g. Marital Status
- If no, give: Visa Type _____ Married Single Separated
- Visa Duration _____ Widowed Divorced
- Other _____
- h. Address 123 Main Street
- City New York State NY Zip 11004
- i. How long at this address? 10 Years
- j. Home phone (212) 555-5555
- k. e-mail address _____
- l. *If less than 2 years at current address, please furnish previous address:*
- Address _____
- City _____ State _____ Zip _____
- m. Telephone Interview – if more information is needed, a representative may call you. Show the most convenient place and range of times for such a call weekdays between the hours of 9:00 a.m. and 9:00 p.m.
- Home Business Other – Phone _____ Times 6:00 – 8:00 a.m. p.m.

2. Employment Information

- a. Name of Employer ABC Accounting
- b. Address 500 Park Avenue
- City New York State NY Zip 11234
- Business Phone (800) 123-4567 Business Web Site _____
- c. If address is P.O. Box, include street address as well:
- Address _____
- City _____ State _____ Zip _____
- d. Occupation Accountant
- e. Job Title _____
- f. Nature of Business Supervisor of Accounting Staff
- g. How many years employed? 15 *(If less than 2 years please furnish previous employer below)*
- h. Former Employer _____
- Address _____
- City _____ State _____ Zip _____
- i. Occupation _____
- j. Job Title _____
- k. Nature of Business _____

3. Owner Information

(Complete only if the proposed insured is NOT to be the policyowner)

- a. Owner name (First, MI, Last) or name of trust, company or other owner:
b. Social Security No./Tax ID No. c. Relationship to proposed insured
d. Street Address
e. Telephone Number
f. Tax Qualified Plan? Yes No
g. Complete if Policy is Trust Owned:
Date of Trust
Complete Names of Authorized Trustees

4. Beneficiary Information

Print full name and relationship to Proposed Insured. (Unless otherwise indicated, all Primary Beneficiaries who survive the Insured shall share equally. If no Primary Beneficiary survives the Insured, benefits will be paid in equal shares to the Contingent Beneficiaries, etc., if surviving the Insured, unless otherwise specified).

- a. Primary Beneficiary Jane Doe, Wife of Insured
b. Contingent Beneficiary
c. Tertiary Beneficiary

5. Purpose of Insurance

Please describe the purpose of the proposed insurance (check one or more of the following, or describe in "Other"):

- Buy-Sell, Deferred Compensation, Charitable Planning, Family Income, Mortgage, Key Person, Split Dollar, Estate Planning, Retirement, Spouse/Child Insurance, Executive Bonus, Collateral for Debt, Wealth Accumulation, Education, Other

6. Financial Information

Personal Finances (This section applies to the proposed insured. If this policy is business owned, please also complete the Business Finances section below.)

- a. Total Assets \$ 750,000 b. Total Liabilities \$ 50,000 c. Net Worth \$70,000
d. Earned Income \$ 100,000 e. Unearned Income (if in excess of \$10,000) \$

Business Finances (Complete if policy is business owned)

- f. Type of Business (Check One): Limited Liability Co., Sole Proprietor, Partnership, S Corp, C Corp, Other
g. Total Assets \$ h. Total Liabilities \$ i. Net Worth \$
j. Net Profit After Taxes for past Two Years: Last Year \$ Previous Year \$
k. How long has the business been established?
l. What is the nature of the business?
m. What percentage of the business is owned by the proposed insured?
n. Is there business insurance applied for or in force on other key members of this firm? Yes No
If "yes", please provide details:

7. Proposed Insurance

a. Plan of Insurance Whole Life Base Policy Face Amount \$ 250,000

b. Riders

Traditional Life/Term Riders (Note: Option Q and R riders are elected in the Dividends Section)

- Accidental Death Benefit (ADB) ADB Face Amount: \$ 150,000
- Waiver of Premium (WP) Initial Period Waiver of Premium (For LifeSpan only)
- Scheduled/Unscheduled Paid-Up Additions (EPUA) Rider Unscheduled Only Paid-Up Additions (EPUA) Rider
 - If a Scheduled PUA Payment is desired, indicate annual amount \$ _____
 - If an Initial PUA Payment is to be made, indicate amount (not including first Scheduled payment) \$ _____
 - If Waiver of Specified Amount benefit is requested, indicate annual Specified Amount \$ _____
- Guaranteed Purchase Option (GIO)/Whole Life Purchase Option Option Amount: \$ _____
- Accelerated Benefit Rider (EABR/ABR) (please complete required disclosure form)
- 10 Year Annually Renewable Term (RTR-10) Term Amount: \$ _____
- Paid-Up Insurance Rider (for EMP, GIWL, SUPP only) Equivalent Annual Deposit, excluding Waiver \$ _____
- Paid-Up Additions Rider (for EMP, GIWL, SUPP only) First Year Purchase Payment \$ _____
- DuoGuard (List names & amounts for Designated Lives. Complete a separate application for each Designated Life.)

Name of Designated Life	Amount	Name of Designated Life	Amount
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
- Exchange to Term Insurance Select Security Rider
- Other _____ \$ _____ Other _____ \$ _____

Universal Life and Variable Life Riders

- Additional Sum Insured (Do NOT include this amount in Base Face Amount shown above) \$ _____
- Secondary Guarantee Coverage Rider/Guaranteed Coverage Rider (for VUL GCR, elect coverage to age _____)
- Accidental Death Benefit (ADB) ADB Face Amount: \$ _____
- Waiver of Monthly Deductions
- Disability Benefit Rider Monthly Specified Amount: \$ _____
- Guaranteed Insurability Option Option Amount \$ _____
- Adjustable Annual Renewable Term Term Amount: \$ _____ Select Security Rider
- Other _____ \$ _____ Other _____ \$ _____

Riders for Survivorship Products (EstateGuard, SVUL, etc.)

- Survivorship Waiver of Premium (Death Waiver) (available on one or both of the base policy insureds) 10 Year 15 Year
 - (1st Insured) _____ (2nd Insured) _____
- Policy Split Option
- Adjustable Annual Renewable Term (on both insureds) Term Amount: \$ _____
- Single Life Term/RTR 85 (available on one or both of the base policy insureds)
 - (1st Insured) _____ \$ _____
 - (2nd Insured) _____ \$ _____
- Second to Die DuoGuard (List names & amounts for Designated Lives. Complete a separate application for each Designated Life.)

Name of Designated Life	Amount	Name of Designated Life	Amount
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
- First To Die DuoGuard (available on one or both of the base policy insureds)
 - (1st Insured) _____ \$ _____
 - (2nd Insured) _____ \$ _____
- Split Dollar Protector (available on one or both of the base policy insureds)
 - (1st Insured) _____ (2nd Insured) _____
- Other _____ \$ _____ Other _____ \$ _____

8. Premiums

- a. Mode
 - Annual Semiannual Quarterly Monthly *(list bill only – this may not be available for all products)*
 - Guard-O-Matic *(complete the appropriate Request Form)*
 - New Service Add to my existing service Existing Policy Number _____
 - Other _____
- b. Who is to pay premiums? Owner
- c. Send premium notices to:
 - Residence Business Owner's address Other _____
 - List Bill
 - New – Billing Name _____ Common billing date _____
 - Existing account # _____
- d. Automatic Premium Loan (if available) Yes No *(if left blank, default will be Yes)*
- e. Complete for VUL/UL policies:
 - Initial Premium \$ _____ Planned Premium (at the mode indicated above) \$ _____
- f. Complete for Variable Whole Life (PAL) policies:
 - Initial Premium \$ _____ Planned Modal Unscheduled Payment \$ _____
- g. Prepayment of Premium
 - No money is being submitted with this application.
 - Money is being submitted with this application, in the amount of \$ 250,000 for proposed life insurance in the amount of \$ 1,000 in exchange for the Conditional Receipt providing proposed conditional coverage for this amount of insurance only. Please see the Conditional Receipt for the circumstances under which money can be paid with this application, and Item (3) under "Conditions" in the Receipt for rules pertaining to the amount of life insurance that can be entered above.

9. Dividends (for participating policies only)

- A-Paid in cash
- B-Reduce premiums
- C-Left at interest *(Complete W-9 form if elected)*
- D-Paid-Up Additional Insurance *(Option D will be the default option if no other is elected)*
- F-Term Insurance face amount not in excess of cash value/Balance to purchase paid-up additional insurance
- G-Term Insurance face amount not in excess of cash value/Balance to reduce premium
- K-Deferred Additional Insurance (EMP plans only)
- L-Term Insurance face amount not in excess of twice face amount of basic policy/Balance to purchase paid-up additional insurance
- P-Term Insurance face amount not in excess of twice face amount of basic policy/Balance to reduce premium
- Q-One Year Term Insurance not to exceed Target Face Amount* of \$ _____
- R-One Year Term Insurance with Increasing Target Face Amount* Initial Target \$ _____
 - Level Increases % _____ Compound Increases % _____
- S-Premium Offset – *(available only if a PUA rider is requested. Premiums to be offset at the end of the first policy year by use of PUA rider additions and future dividends)* with Target Face Amount* not to exceed \$ _____
- U-Loan Repayment/Balance to Paid-up Additions
- Other _____

* Do not include the base policy face amount in the Target Face Amount.

10. Additional Information for VUL/UL Policies

- a. **Death Benefit Option** *(Note, not all options may be available with all policies)*
 - Option 1 Option 2 Option 3 Other _____
- b. **Section 7702 Test** *(Note, the choice of 7702 Test may not apply to all policies)*

Section 7702 of the Internal Revenue Code defines Life Insurance and specifies the rules under which the growth of life insurance policy cash values are excludible from gross income. If the plan being applied for provides a choice of test under 7702 to qualify the policy as life insurance, please check one of the tests shown below. Once a test is elected, it cannot be changed. If there is a choice of Test and none is elected, the Guideline Premium Test will be used.

 - Guideline Premium Test Cash Value Accumulation Test

11. Replacement

As a result of the proposed purchase of life insurance, have you or are you considering any of the following: (a) the lapse, surrender, forfeit, assignment to an insurer, or termination of any existing life insurance policy or annuity contract; and/or (b) the use of funds from your existing life insurance policy or annuity contract to pay the premium or premiums on the new life insurance policy?

Yes No

(If "Yes", please provide details in the Remarks section. Details must include at a minimum a listing of policies or contracts so affected, properly identified by name of insurer, name of insured/annuitant, and policy or contract number if known. If no policy number has been assigned, other identifying information, such as an application or receipt number should be listed. Depending on your state's requirements, your agent may ask you to complete a replacement disclosure form.)

12. Existing Insurance on Proposed Insured

Are there any existing life insurance policies or annuity contracts in force on the proposed insured? Yes (please list below) No

A. Life insurance policies

Name of Company	Year Issued	Amount	Personal or Business	Accidental Death Amt	Waiver of Premium	GIO Amt
_____	_____	_____	<input type="checkbox"/> Per. <input type="checkbox"/> Bus	_____	_____	_____
_____	_____	_____	<input type="checkbox"/> Per. <input type="checkbox"/> Bus	_____	_____	_____
_____	_____	_____	<input type="checkbox"/> Per. <input type="checkbox"/> Bus	_____	_____	_____

B. Annuity contracts

Name of Company	Year Issued	Waiver of Premium
_____	_____	_____
_____	_____	_____
_____	_____	_____

13. Personal History of the Proposed Insured

(These questions apply to the Proposed Insured. Please provide details in Remarks section for any "yes" answers to the following questions, except for 13c.)

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| a. Do you intend to change your occupation?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Do you intend to reside or travel outside of the U.S.?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Do you drive a motor vehicle? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Driver's License State <u>New York</u> Driver's License # <u>123456789</u> | | |
| d. Within the past five years, have you been charged with and/or convicted of any motor vehicle moving violations or had your driver's license suspended or revoked? (If yes, details must include date of violation, description of violation and penalty.)..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e. Within the last ten years, have you been convicted of a felony, or is such a charge pending against you?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f. Within the last three years have you participated in, or do you intend to participate in, any of the following: piloting any type of aircraft; mountain climbing or rock climbing; scuba diving; hang gliding; parachuting or skydiving; or motor vehicle racing? (If yes to any, complete Aviation and/or Avocation Supplement.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g. Have you ever filed for personal or business bankruptcy? (If yes, give full details and date of discharge in Remarks section.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| h. Within the past five years, have you had disability, accident, medical or life insurance declined, postponed, modified, rated, cancelled or withdrawn a pending application, or had a renewal or reinstatement refused? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| i. Have you smoked cigarettes in the past 24 months?..... (If you have quit, date last used: _____) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| j. Have you used tobacco in any form in the last 12 months?..... (If "No", have you used tobacco in any form in the last 24 months?.....) (If "No", have you used tobacco in any form in the last 48 months?.....) (If you have quit, date last used: _____) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| k. Do you currently use a nicotine patch or nicotine gum?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| l. Do you plan to apply for or are you currently applying for any other life, disability or accident insurance? (In details, include amount and company applied with, and whether this other insurance will be in addition to or in lieu of insurance with Guardian/GIAC/Berkshire.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Application For Life Insurance – Part I (continued) Representations of the Proposed Insured and Owner

Those parties who sign below, agree that:

1. This application, (Part 1, Part 2, the Authorization, the Variable Life Supplement, if applicable, and any other supplements to the application) will form the basis for, and become part of and attached to, any policy issued.
2. That all of the statements that are part of the application are correctly recorded, and are complete and true to the best of the knowledge and belief of those persons who made them.
3. No agent, broker or medical examiner has any right to accept risks, make or change contracts, or to waive or modify any of the Company's rights or requirements. No information acquired by any Representative of the Company shall bind the Company unless it shall have been set out in writing in this application.
4. Any misrepresentation or omission, if found to be material, may adversely affect acceptance of the risk, claims payment or may lead to rescission of any policy that is issued based on this application.
5. The policy date is the date from which premiums are calculated and become due. The effective date is the date the policy is delivered and the first premium is paid. Except as provided in the Conditional Receipt (if an advance payment has been made and acknowledged and such Receipt issued) coverage does not begin until the effective date assuming the first premium is paid during the lifetime and prior to any change in the health of the Proposed Insured.
6. Changes or corrections made by the Company and noted in the "Amendments or Corrections" section are ratified by the Owner upon acceptance of a policy containing this application with the noted changes or corrections. In those states where written consent is required by statute or State Insurance Department regulation for amendments as to plan, amount, classification, age at issue, or benefits, such changes will be made only with the Owner's written consent.
7. By paying premiums on a basis more frequently than annually, the total premium payable during one year's time will be greater than if the premium were paid annually. That is, the cost of paying annualized periodic premiums will be more than the cost of paying one annual premium.
8. Check here if backdating to save age is being requested. Note that a request to backdate to save age can only be honored if permitted by state law. If not backdating to save age, but a specific policy date is being requested, please enter date here: _____

Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and may also be subject to civil penalties.

Signed at: New York NY on 12/10/04
City and State mm/dd/yyyy

John Doe
Signature of Proposed Insured

Signature of Applicant/Owner if Other than Proposed Insured

Signature of Additional Owner

Witness (for applications taken by mail)

- Check here if this application was taken by mail. If application is taken by mail, the signature of the agent does not attest to the signature of the Proposed Insured or Owner if Other than the Proposed Insured.
- Check here if this application was taken in person. I certify that I have taken this application in the presence of the Proposed Insured and Owner (if Other than the Proposed Insured), and that I have truly and accurately recorded on this application the information supplied by the Proposed Insured and Owner (if Other than the Proposed Insured).

Mary Smith
Signature of Licensed Agent

987654
License Number(s)

Mary Smith
Agent's Name

NY
State(s) where licensed



APPENDIX A
State of Arkansas

The following policies are being submitted for your review and approval:

Form	New Form Number	Replaced Form Number	Previous Approval Date/Dept File #
Universal Life Insurance Policy	09-UL AR	05-UL AR	10/4/2005
Survivorship Universal Life Insurance Policy	09-SUL AR	N/A	N/A

The following riders are being submitted for your review and approval and are used with 09-UL AR:

Form	New Form Number	Replaced Form Number	Previous Approval Date/Dept File #
Whole Life Purchase Option Rider	09-WLPO UL	N/A	N/A
Disability Benefit Rider	09-DBR UL	N/A	N/A

The following riders are being submitted for your review and approval and are used with 09-SUL AR:

Form	New Form Number	Replaced Form Number	Previous Approval Date/Dept File #
Waiver of Specified Amount (WSA) Rider	09-WSA SUL	N/A	N/A
Four Year Term Insurance Rider	09-4YT SUL	N/A	N/A
Beneficiary Insurance Purchase Option (BIO) Rider	09-BIO SUL	N/A	N/A
Survivorship Insurance Purchase Option (SIPO) Rider	09-SIPO SUL	N/A	N/A
Policy Exchange Option Rider	09-PSO SUL	N/A	N/A

The following endorsement is being submitted for your review and approval and is used with 09-UL AR and 09-SUL AR:

Form	New Form Number	Replaced Form Number	Previous Approval Date/Dept File #
Decrease in Policy Face Amount Endorsement	09-R317	N/A	N/A

The Guardian Insurance & Annuity Company, Inc.

Statement of Variable Material for Filing of Policy Form 09-R317

(Edition: February 4, 2008)

Our submission of endorsement form 09-R317 to your state for approval includes a number of areas in the endorsement form that have been bracketed as variable. With your Department's consent, we intend to treat these variable fields as information that can vary, without requiring the policy form to be re-approved by your state. These variables are simply "John Doe" type variables.

Variable	Description	Range of Data, if applicable, or explanation of data
Variable 1	Name of Insured A	Insured's name will print here.
Variable 2	Name of Insured B	Second Insured's name will print here, if applicable.
Variable 3	Policy Number	This is a unique number which identifies the policy in our administrative systems and for correspondence with the policyowner.
Variable 4	New Face Amount	This is the new face amount of the policy after a face decrease or a partial withdrawal. The minimum amount for UL is \$100,000 and for SUL is \$250,000. There is no maximum face amount per se since we could issue above the company's retention limits with reinsurance.
Variable 5	Effective Date of the endorsement	This will be the new date of issue and effective date of your policy.

THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC. (GIAC)

ENDORSEMENT

DECREASE IN POLICY FACE AMOUNT

Insured(s) Name: [Variable 1]
[Variable 2]

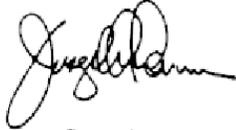
Policy Number: [Variable 3]

The Face Amount of the above policy has been decreased. This has been done to comply with the policyowner's written request for a decrease or due to a partial withdrawal in the Face Amount of a universal life policy.

The new Face Amount is [Variable 4].

Executed as of [Variable 5], which is the date of issue and the effective date of this endorsement.

The Guardian Insurance & Annuity Company, Inc.



Secretary

The Guardian Insurance & Annuity Company, Inc.

Statement of Variable Material for Filing of Policy Form 09-SUL *

(Edition: February 4, 2008)

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

Our submission of policy form 09-SUL to your state for approval includes a number of areas in the policy form that have been bracketed as variable. With your Department's consent, we intend to treat these variable fields as information that can vary, without requiring the policy form to be re-approved by your state.

Several of these variables are simply "John Doe" type variables that are bracketed only because the information differs depending on the demographics of the individual who is being insured under the policy (as well as names of the owner), and the specific insurance being issued (such as the face amount).

Variable	Description	Range of Data, if applicable, or explanation of data
Variable 1	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 2	Age of Insured A	This is the age of the Insured A at issue of the policy, and is his/her age on the birthday nearest to the Policy Date. The age range is 20-85 (81-85 for non-smoker class only).
Variable 3	Sex of Insured A	This will be the gender of Insured A. Therefore, the value will be either "male" or "female".
Variable 4	Underwriting Class for Insured A	This is the risk class of Insured A based on the underwriting process. The possible classes are "Preferred Plus NT, Preferred NT, Non-Smoker, Standard, Class X Smoker and Class X Non-Smoker, where X is 1, 2, 3, 4, 6, 8, 10, 12, 16 or 17.
Variable 5	Name of Insured B	The name of Insured B will print here.
Variable 6	Age of Insured B	This is the age of the Insured B at issue of the policy, and is his/her age on the birthday nearest to the Policy Date. The age range is 20-85 (81-85 for non-smoker class only).
Variable 7	Sex of Insured B	This will be the gender of Insured B. Therefore, the value will be either "male" or "female".
Variable 8	Underwriting Class for Insured B	This is the risk class of Insured B based on the underwriting process. The possible classes are "Preferred Plus NT, Preferred NT, Non-Smoker, Standard, Class X Smoker and Class X Non-Smoker, where X is 1, 2, 3, 4, 6, 8, 10, 12, 16 or 17. For substandard insureds, the risk class numbers cannot total more than 25.
Variable 9	Face Amount	This is the face amount of the policy at issue. The minimum amount is \$250,000 for all risk classes. There is no maximum face amount per se since we could issue above the company's retention limits with reinsurance.
Variable 10	Policy Number	This is a unique number which identifies the policy in our administrative systems and for correspondence with the policyowner.
Variable 11	Issue Date	This is the date the policy is issued by the company and also normally begins the policy's suicide and contestable periods, though in certain states, we may be required to use the Policy Date.
Variable 12	Policy Date	This is the Policy Date, which is the date that determines the issue age of the insured. Consequently, this date/age also drives the values for the policy, and the expiry dates for certain riders.
Variable 13	Maturity Date	This is the date on which the policy ends. The date is the policy anniversary on which the younger insured is insurance age 121.
Variable 14	Owner	This is the name of the policyowner.
Variable 15	Premium Mode	This is the mode on which planned premiums are billed. This can be Annual, Semi-Annual, Quarterly or Monthly.
Variable 16	Planned Premium	This is the planned premium that the owner elected in the application.

Variable 17	Minimum Premium To Issue Policy	This is the premium needed to put the policy in force, which is equal to 2 minimum monthly premiums.
Variable 18	Customer Service Office Address and Phone Number	This is the address and phone number of our Customer Service Office, which is currently 3900 Burgess Place, Bethlehem, PA 18017, 1-800-441-6455.
NOTE: the information regarding specific rider benefits only appears on the Policy Data pages if those riders are being issued with the policy.		
Variable 19	Four Year Term Insurance (4YT) Face Amount	This is the face amount of the 4YT rider. The minimum amount is \$25,000 and the maximum amount is 120% of the Face Amount of the policy.
Variable 20	Four Year Term Insurance (4YT) Expiry Date	This the date the 4YT ends. It is always the 4 th policy anniversary.
Variable 21	Waiver of Specified Amount (WSA) Rider Covered Insured	This is the name of the insured covered under the WSA rider. The owner can elect one of the 2 insureds covered under the base policy to be covered under WSA. The owner can also elect to purchase the rider on each insured. In this case, Variables 21, 22 and 23 will be shown for each insured.
Variable 22	WSA Rider Specified Amount	This is the specified amount of the WSA rider. This the amount that will be applied monthly as a premium to the Policy Account Value and Lapse Protection Account if the covered insured dies within the first 15 years. The minimum is \$20 per month. The maximum amount we allow is 1/12 of the Target Premium
Variable 23	WSA Rider Expiry Date	This is the expiry date of the WSA rider. It is always the 15 th policy anniversary.
Variable 24	Beneficiary Insurance Purchase Option (BIO) Rider Primary Insured	This is the name of the Primary Insured covered under the BIO rider. The owner can elect one of the 2 insureds covered under the base policy to be the Primary Insured under BIO. The owner can also elect to purchase the rider on each insured. In this case, Variables 24, 25, 26 and 27 will be shown for each insured.
Variable 25	Beneficiary Insurance Purchase Option (BIO) Option Amount	This is the Option amount elected for the BIO rider. The minimum amount is \$25,000 and the maximum amount is 5 times the policy face amount, but no more than \$7,500,000.
Variable 26	Beneficiary Insurance Purchase Option (BIO) Rider Designated Insured	This is the name of the Designated Insured covered under the BIO rider. The owner can elect one of the 2 insureds covered under the base policy to be the Designated Insured under BIO. The owner can also elect to purchase the rider on each insured. In this case, Variables 24, 25, 26 and 27 will be shown for each insured.
Variable 27	Beneficiary Insurance Purchase Option (BIO) Rider Expiry Date	This is the expiry date of the BIO rider. It is the earlier of the policy anniversary on which the Designated Insured is age 121 or the policy anniversary on which the Primary Insured is age 121.
Variable 28	Survivorship Insurance Purchase Option (SIPO) Rider Designated Insured	This is the name of the Designated Insured covered under the SIPO rider. The owner names the Designated Insured at the time the policy is applied for. This cannot be one of the 2 insureds covered under the base policy. The rider can be purchased on up to 5 Designated Insureds. If there is more than one Designated Insured, then Variables 28, 29, 30, 31, 32 and 33 will be shown for each Designated Insured.
Variable 29	Survivorship Insurance Purchase Option (SIPO) Option Amount	This is the Option amount elected for the SIPO rider. The minimum amount is \$25,000 and the maximum amount is 5 times the policy face amount, but no more than \$7,500,000.
Variable 30	SIPO Rider Designated Insured Issue Age	This is the Issue Age of the Designated Insured. It ranges between 20-80.
Variable 31	SIPO Rider Designated Insured Sex	This is gender of the Designated Insured, and so can be either "male" or "female".
Variable 32	SIPO Rider Designated Insured Underwriting Class	This is the risk class of the Designated Insured based on the underwriting process. The possible classes are "Preferred Plus NT, Preferred NT, Non-Smoker, Standard, Class X Smoker and Class X Non-Smoker, where X is 1, 2, 3, or 4.
Variable 33	SIPO Rider Expiry Date	This is the expiry date of the SIPO rider. It is the earlier of the policy

		anniversary on which the Designated Insured is age 121 or the policy anniversary on which the younger insured under the policy is age 121.
Variable 34	Interest Crediting Rate for Lapse Protection Account	This is the annual interest crediting rate applicable to the Lapse Protection Account. This amount varies by the issue ages, sexes and classes of the insureds. The range is 1-10%.
Variable 35	Policy Account Value Premium Charge	This is the charge deducted from the Policy Account Value for each premium payment. The charge is currently 15%. The range is 5-15%.
Variable 36	Lapse Protection Account Premium Charge	This is the charge deducted from the Lapse Protection Account for each premium payment. The charge is currently 3%. The range is 1-10%.
Variable 37	Policy Account Value Administrative Charge	This is a charge that is deducted from the Policy Account Value on the Monthly Processing Date. It is based on a rate per \$1,000 times the face amount and the rate per \$1,000 ranges from \$.008-\$7.70.
Variable 38	Policy Account Value Years Payable	The amount of years that the charge in Variable 37 is deducted from the Policy Account Value on the Monthly Processing Date. The charge is currently for 20 years, and the range is 1-20.
Variable 39	Lapse Protection Account Administrative Charge	This is the charge that is deducted from the Lapse Protection Account on the Monthly Processing Date. It is based on a rate per \$1,000 times the face amount and the rate per \$1,000 ranges from \$.008-\$7.70.
Variable 40	Lapse Protection Account Years Payable	The amount of years that the charge in Variable 39 is deducted from the Lapse Protection Account on the Monthly Processing Date. The charge is currently for 5 years, and the range is 1-20.
Variable 41	4YT Rider Charge	This is the charge for the 4YT rider that is deducted from the Policy Account Value and Lapse Protection Account each month the rider is in effect. It is based on a rate per \$1,000 that ranges from \$0.00005 to \$0.40766.
Variable 42	WSA Rider Charge	This is rate that determines the charge deducted from the Policy Account Value and Lapse Protection Account each month for the WSA rider. If the rider has been purchased on each of the insureds, this Variable will show the rate for each insured separately. This charge is a rate per \$120 of Specified Amount and ranges from \$0.12 to \$9.22.
Variable 43	BIO Rider Charge	This is monthly charge for the BIO Rider. It is the Policy Account Value and Lapse Protection Account If the rider has been purchased on each of the insureds, this Variable will show the charge for each insured separately. It is based on a rate per \$1,000 that ranges from \$0.03 - \$0.28.
Variable 44	BIO Years Payable	This is the number of years that the rider is in effect as determined by the rider expiry date (see Variable 27). This can range between 31 and 101.
Variable 45	SIPO Rider Charge	This is monthly charge for the SIPO Rider. If the rider has been purchased on more than one Designated Insured, this Variable will show the charge for each of these insureds separately. It is based on a rate per \$1,000 that ranges from \$0.03 - \$0.28.
Variable 46	SIPO Years Payable	This is the number of years that the rider is in effect as determined by the rider expiry date (see Variable 33). This can range between 31 and 101.
Variable 47	Surrender Charge	This is the surrender charge that will be applicable in a given year. There is no surrender charge after the 19 th year. It is based on a rate per \$1,000 that ranges from \$3.00-\$47.50.
Variable 48	COI Rate Table Policy Years for the Policy Account Value	The number of policy years for the Policy Account Value shown here is a function of the issue age of the younger insured. The cost of insurance charges end on the younger insured's age 121.
Variable 49	COI Rate per \$1000 for the Policy Account Value	This is the cost of insurance rate applicable to the policy for the Policy Account Value. There will be an applicable rate for each year from issue to the number of policy years determined in Variable 48. The range is \$0.00001 - \$83.33 per month.

Variable 50	COI Rate Table Policy Years for the Lapse Protection Account	The number of policy years for the Lapse Protection Account shown here is a function of the issue age of the younger insured. The cost of insurance charges end on the younger insured's age 121.
Variable 51	COI Rates per \$1000 for the Lapse Protection Account – low COI's	This is the cost of insurance rate per \$1000 applicable to the policy for the Lapse Protection Account. There will be an applicable rate for each year from issue to the number of policy years determined in Variable 50. The rates vary by issue ages, sexes, risk classes and duration. The range is \$0.00001 - \$83.33
Variable 52	COI Rates per \$1000 for the Lapse Protection Account – high COI's	This is the cost of insurance rate per \$1000 applicable to the policy for the Lapse Protection Account. There will be an applicable rate for each year from issue to the number of policy years determined in Variable 50. The rates vary by issue ages, sexes, risk classes and duration. The range is \$0.00001 - \$83.33.
Variable 53	Benchmark Table Policy Years	The number of policy years shown here is a function of the insureds' issue ages. The charge ends at age 121.
Variable 54	Benchmark Values per \$1000 for the Lapse Protection Account	Vary by issue ages, sexes, risk classes and policy duration and are expressed in per \$1000 values. It is based on a rate per \$1,000 that ranges from \$0.00-\$800.
Variable 55	Death Benefit Factors Table Policy Years	The number of policy years shown here is a function of the insureds' issue ages. The table of factors ends at age 100 since the factor is always 1.00 over age 100.
Variable 56	Death Benefit Factors	These are the factors used in determining the death benefit. The factors vary by issue age. There will be a factor for all years up to age 121, then the table indicates that the factor is 1.00 after age 121.
Variable 57	BIO Rider Attained Age Benefit Table	This table is produced when the policy includes the BIO rider. Two tables will be produced if the rider is purchased on each insured. The number of policy years shown is a function of the issue age of the Designated Insured. The table ends at the policy year when the Designated Insured is age 80.
Variable 58	BIO Rider Attained Age Rates	Under this rider, the amount of a new policy that can be purchased on an attained age basis begins at the Option Amount and decreases over time. This table shows the decreasing percentages that apply in each policy year shown in Variable 57
Variable 59	SIPO Rider Attained Age Benefit Table	This table is produced when the policy includes the SIPO rider. If multiple Designated Insureds are applicable, then multiple tables will be produced. The number of policy years shown is a function of the issue age of the Designated Insured. The table ends at the policy year when the Designated Insured is age 80.
Variable 60	SIPO Rider Attained Age Rates	Under this rider, the amount of a new policy that can be purchased on an attained age basis begins at the Option Amount and decreases over time. This table shows the decreasing percentages that apply in each policy year shown in Variable 59.
Variable 61	Free Look Period	This is on the policy's front cover in the Free Look Period provision. In many states, if the policy is issued as the result of a replacement, the free look period must be longer than normal, e.g., 20 or 30 days. If necessary in your state, we will change the free look period to the correct number of days for policies issued as a result of replacement.

INSURED A [Variable 1]
INSURED B [Variable 2] [JANE DOE]

[Variable 2]-[Variable 3] AGE AND SEX
[Variable 6]-[Variable 7]
[Variable 10] POLICY NUMBER
[Variable 12] POLICY DATE
UNDERWRITING
CLASSES

ISSUE DATE [Variable 11]
FACE AMOUNT [Variable 9]

PLAN OF INSURANCE SURVIVORSHIP UNIVERSAL LIFE
INSURANCE

[Variable 4] INSURED A
[Variable 8] INSURED B



The Guardian
Insurance & Annuity
Company, Inc.

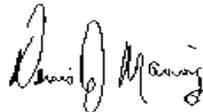
A Stock Company
Incorporated in the
State of Delaware

Customer Service Office:
P.O. Box 26210
Lehigh Valley, PA 18002-6210

Read this policy carefully. This policy is a legal contract between the owner and The Guardian Insurance & Annuity Company, Inc. (GIAC). The entire contract consists of the Basic Policy and any attached additional benefit riders, endorsements and applications. This policy is issued and administered by GIAC at its Customer Service Office. GIAC's home office is 1209 Orange Street, Wilmington, Delaware 19801. **GIAC receives all communications at its Customer Service Office.**



Secretary



President

GIAC will pay the death proceeds of this policy to the beneficiary upon receipt of due proof that the insured died while this policy was in force. These proceeds are described in greater detail in the "Death Proceeds" section. If the insured is still alive on the Maturity Date shown on the Policy Data page, and this policy is still in force, we will pay the Policy Account Value less any Policy Debt to the owner at that time.

RIGHT TO CANCEL:

The owner has the right to examine this policy and return it for cancellation to the Customer Service Office or to the agent from whom it was purchased within [Variable 61] days after receiving it. The policy and a written cancellation notice must be delivered or mailed to cancel this policy. Any notice given by mail is effective on being postmarked, properly addressed, and postage prepaid. If the policy is canceled during this period, GIAC will refund any amounts paid. The policy will be void from the beginning.

Survivorship Universal Life Insurance Policy

- Death Benefit payable at the death of both insureds if policy is still in force
- No Death Benefit Payable Upon First Death
- Flexible premiums payable during either insured's lifetime ending at Attained Age 121 of Younger Insured
- Policy Account Value less Policy Debt payable on the Maturity Date if the policy has not terminated
- Non-participating--No dividends payable

POLICY DATA

INSURED A	[Variable 1]	[Variable 2]	[Variable 3]	AGE AND SEX
INSURED B	[Variable 5]	[Variable 6]	[Variable 7]	
FACE AMOUNT	[Variable 9]	[Variable 10]		POLICY NUMBER
ISSUE DATE	[Variable 11]	[Variable 12]		POLICY DATE
PLAN OF INSURANCE	SURVIVORSHIP UNIVERSAL LIFE			UNDERWRITING CLASS
		[Variable 4]		INSURED A
		[Variable 8]		INSURED B
		[Variable 13]		MATURITY DATE*

OWNER [Variable 14]

BENEFICIARY AS STATED IN THE APPLICATION OR AS SUBSEQUENTLY CHANGED IN THE OWNER'S SIGNED NOTICE.

BASIC POLICY	AMOUNT
PLANNED [Variable 15] PREMIUM	\$ [Variable 16]

MINIMUM PREMIUM TO ISSUE POLICY	\$ [Variable 17]
---------------------------------	------------------

MINIMUM FACE AMOUNT:
\$250,000

* COVERAGE MAY EXPIRE PRIOR TO THE MATURITY DATE SHOWN EVEN IF PLANNED PREMIUMS ARE PAID. THE CONTINUATION OF COVERAGE DEPENDS ON A NUMBER OF FACTORS INCLUDING THE AMOUNT AND FREQUENCY OF PREMIUM PAYMENTS, AND WHETHER PARTIAL WITHDRAWALS OR POLICY LOANS HAVE BEEN TAKEN.

To obtain information about your coverage you may call your agent or contact our Customer Service Office at:
[Variable 18]

POLICY DATA

BENEFIT INFORMATION

BENEFIT/AMOUNT

EXPIRY DATE

FOUR YEAR TERM INSURANCE RIDER

FACE AMOUNT: [Variable 19]

[Variable 20]

WAIVER OF SPECIFIED AMOUNT RIDER

ON THE LIFE OF [Variable 21]: [Variable 22] SPECIFIED AMOUNT

[Variable 23]

BENEFICIARY INSURANCE PURCHASE OPTION RIDER

PRIMARY INSURED: [Variable 24]

BIO OPTION AMOUNT OF [Variable 25] ON DESIGNATED
INSURED [Variable 26]

[Variable 27]

SURVIVORSHIP INSURANCE PURCHASE OPTION RIDER

DESIGNATED INSURED: [Variable 28] – OPTION AMOUNT [Variable 29]
AGE [Variable 30] – [Variable 31] – [Variable 32]

[Variable 33]

POLICY EXCHANGE OPTION RIDER

POLICY LOANS

Loan interest is payable in arrears. Policy Loans bear interest at a yearly rate of 5%. Amounts held in the Loan Account are credited interest at a yearly rate of 3%.

See "Policy Loans" section for details on loan value.

INTEREST CREDITING RATES

As described in the "Policy Account Value and Lapse Protection Account" section of this policy, interest is credited to these amounts periodically. The interest rate applicable to the Policy Account Value is, on an annual basis, 3%. The interest rate applicable to the Lapse Protection Account is, on an annual basis, [Variable 34]%.

PREMIUM CHARGE

We will deduct a charge from each premium payment made under this policy. The Policy Account Value Premium Charge is [Variable 35]% of the premium paid. The Lapse Protection Account Premium Charge is [Variable 36]% of the premium paid.

POLICY DATA

MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT VALUE AND LAPSE PROTECTION ACCOUNT

1. COST OF INSURANCE (COI) CHARGES

The cost of insurance charge is deducted on each Monthly Processing Date. The monthly cost of insurance charge is based on the monthly cost of insurance rates. The Table of Monthly Cost of Insurance Rates is shown in the Policy Specifications pages. See the "Monthly Cost of Insurance" provision for further details.

For the Lapse Protection Account, you will be charged either a high COI or a low COI. To determine which COI is charged, we compare the actual Lapse Protection Account for your policy (before any premiums are applied and before we deduct monthly charges) to the Lapse Protection Account Benchmark Value. The Lapse Protection Account Benchmark Value is based on the rates shown on Policy Data page 4.2.

2. ADMINISTRATIVE CHARGES

The Administrative Charges will be deducted on Monthly Processing Date as shown below.

For the Policy Account Value:

- a policy fee of \$10.00, and
- a charge of \$[Variable 37] for the first [Variable 38] policy years only.

For the Lapse Protection Account:

- a policy fee of \$7.50 , and
- a charge of \$[Variable 39] for the first [Variable 40] policy years only.

3. RIDER CHARGES

The cost of the following riders will be deducted from the Policy Account Value and Lapse Protection Account on the Monthly Processing Date as shown below. These deductions are the same for both the Policy Account Value and the Lapse Protection Account. See the "Monthly Deduction" provision of this policy, and the individual rider form(s), for further information.

RIDER	DESCRIPTION OF CHARGE	POLICY YEARS PAYABLE
FOUR YEAR TERM INSURANCE RIDER	[Variable 41]	1 through 4
WAIVER OF SPECIFIED AMOUNT RIDER ON LIFE OF [Variable 21]	[Variable 42] times the Specified Amount divided by 120.	1 through 15
BENEFICIARY INSURANCE PURCHASE OPTION RIDER (DESIGNATED INSURED [Variable 26])	[Variable 43]	1 through [Variable 44]
SURVIVORSHIP INSURANCE PURCHASE OPTION RIDER (DESIGNATED INSURED [Variable 28])	[Variable 45]	1 through [Variable 46]

POLICY DATA

TRANSACTION DEDUCTIONS FROM THE POLICY ACCOUNT VALUE

PARTIAL WITHDRAWAL OF NET CASH SURRENDER VALUE

The minimum partial withdrawal is \$500. GIAC reserves the right to limit the number of withdrawals in a policy year to 12. See the "Partial Withdrawals and Surrender" section of this policy for further information.

SURRENDER CHARGES

The table below shows surrender charges for the policy. These charges apply if the policy is fully surrendered for its Net Cash Surrender Value during the first 20 policy years. For more information on surrender charges, see the "Partial Withdrawals and Surrender" section of this policy.

<u>POLICY YEAR</u>	<u>SURRENDER CHARGE</u>
1	[Variable 47]
2	[Variable 47]
3	[Variable 47]
4	[Variable 47]
5	[Variable 47]
6	[Variable 47]
7	[Variable 47]
8	[Variable 47]
9	[Variable 47]
10	[Variable 47]
11	[Variable 47]
12	[Variable 47]
13	[Variable 47]
14	[Variable 47]
15	[Variable 47]
16	[Variable 47]
17	[Variable 47]
18	[Variable 47]
19	[Variable 47]
20 and thereafter	[Variable 47]

The Guardian Insurance & Annuity Company, Inc.

Statement of Variable Material for Filing of Policy Form 09-UL *

(Edition: February 4, 2008)

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

Our submission of policy form 09-UL to your state for approval includes a number of areas in the policy form that have been bracketed as variable. With your Department's consent, we intend to treat these variable fields as information that can vary, without requiring the policy form to be re-approved by your state.

Several of these variables are simply "John Doe" type variables that are bracketed only because the information differs depending on the demographics of the individual who is being insured under the policy (as well as names of the owner), and the specific insurance being issued (such as the face amount).

Variable	Description	Range of Data, if applicable, or explanation of data
Variable 1	Name of Insured	Insured's name will print here.
Variable 2	Age of Insured	This is the age of the insured at issue of the policy, and is the age on the birthday nearest to the Policy Date. The age range is 20-85 (81-85 for non-smoker class only).
Variable 3	Sex of Insured	This will be the insured's gender. Therefore, the value will be either "male" or "female".
Variable 4	Initial Face Amount	This is the face amount of the policy at issue. The minimum amount is \$100,000 for all risk classes except Preferred Plus NT, which has a minimum face of \$250,000. There is no maximum face amount per se since we could issue above the company's retention limits with reinsurance.
Variable 5	Policy Number	This is a unique number which identifies the policy in our administrative systems and for correspondence with the policyowner.
Variable 6	Issue Date	This is the date the policy is issued by the company and also normally begins the policy's suicide and contestable periods, though in certain states, we may be required to use the Policy Date.
Variable 7	Policy Date	This is the Policy Date, which is the date that determines the issue age of the insured. Consequently, this date/age also drives the values for the policy, and the expiry dates for certain riders.
Variable 8	Underwriting 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, Standard or Class X Smoker and Class X Non-Smoker, where X is 1, 2, 3, 4, 6, 8, 10, 12 or 16.
Variable 9	Maturity Date	This is the date on which the policy ends. The date is the policy anniversary on which the insured is insurance age 121.
Variable 10	Owner	This is the name of the policyowner.
Variable 11	Premium Mode	This is the mode on which planned premiums are billed. This can be Annual, Semi-Annual, Quarterly or Monthly.
Variable 12	Planned Premium	This is the planned premium that the owner elected in the application.
Variable 13	Minimum Premium To Issue Policy	This is the premium needed to put the policy in force, which is equal to 1/6 of the target premium, which is shown on the Data Page.
Variable 14	Customer Service Office Address and Phone Number	This is the address and phone number of our Customer Service Office, which is currently 3900 Burgess Place, Bethlehem, PA 18017, 1-800-441-6455.

NOTE: the information regarding specific rider benefits only appears on the Policy Data pages if those riders are being issued with the policy.

Variable 15	Accidental Death Benefit Rider Face Amount	This is the face amount for the Accidental Death Benefit Rider. The minimum face amount is \$3,000 and the maximum face amount is the lesser of \$500,000 or the base face amount.
Variable 16	Accidental Death	This is the expiry date for the rider, which is age 75.

	Benefit Rider Expiry Date	
Variable 17	Whole Life Purchase Option Rider Option Amount	This is the Option Amount for the Whole Life Purchase Option Rider, which is the face amount that can be purchased under the Whole Life Purchase Option Rider. The range is \$25,000 - \$250,000, but cannot exceed the base face amount.
Variable 18	Whole Life Purchase Option Rider Expiry Date	This is the expiry date for the rider. It is the last scheduled option date as shown on the rider. The range is 8-26 years, depending on the issue age.
Variable 19	Disability Benefit Rider Specified Amount	This is the Specified Amount for the Disability Benefit Rider, which is paid while the insured is disabled. This is elected by the owner and can range from \$20 to one-twelfth of the 7-Pay Premium for the policy (so as to avoid a possible Modified Endowment Contract).
Variable 20	Disability Benefit Rider Expiry Date	This is the expiry date for the rider, which is age 65.
Variable 21	Exchange of Policy Expiry Date	This date is the policy anniversary on which the insured is age 90.
Variable 22	Interest Crediting Rate for Lapse Protection Account	This is the annual interest crediting rate applicable to the Lapse Protection Account. This amount varies by the issue age, sex and class of the insured. The range is 1-10%.
Variable 23	Policy Account Value Premium Charge	This is the charge deducted from the Policy Account Value for each premium payment. The charge is currently 15%. The range is 5-15%.
Variable 24	Lapse Protection Account Premium Charge	This is the charge deducted from the Lapse Protection Account for each premium payment. The charge is currently 5%. The range is 1-10%.
Variable 25	Target Premium	This is the Target Premium for the policy. The Target Premium only affects the policy if it has both the Whole Life Purchase Option rider and the Disability Benefit rider. It is based on a rate per \$1,000 that ranges from \$1.878-\$123.109.
Variable 26	Policy Account Value Administrative Charge	This is a charge that is deducted from the Policy Account Value on the Monthly Processing Date. The range is \$0.01-\$15.00.
Variable 27	Policy Account Value Years Payable	The amount of years that the charge in Variable 26 is deducted from the Policy Account Value on the Monthly Processing Date. The charge is currently for 20 years, and the range is 1-20.
Variable 28	Lapse Protection Account Administrative Charge	This is a charge that is deducted from the Lapse Protection Account on the Monthly Processing Date. The range is \$0.01-\$15.00.
Variable 29	Lapse Protection Account Years Payable	The amount of years that the charge in Variable 28 is deducted from the Lapse Protection Account on the Monthly Processing Date. The charge is currently for 10 years and the range is 1-20.
Variable 30	ADB Monthly Charge	There is a monthly charge for the rider which is deducted from the Policy Account Value and Lapse Protection Account on the Monthly Processing Date.
Variable 31	ADB Monthly Charge Policy Years Payable	This shows the number of years for which there is a monthly charge for ADB rider. The range is 10-55.
Variable 32	WLPO Monthly Charge	There is a monthly charge for the rider which is deducted from the Policy Account Value and Lapse Protection Account on the Monthly Processing Date. The monthly charge for this rider is a rate times the Option Amount. The Option Amount ranges are \$25,000-\$250,000. This charge is assessed against the Policy Account Value and the Lapse Protection Account.
Variable 33	WLPO Monthly Charge Policy Years Payable	This shows the number of years for which there is a monthly charge for WLPO rider. The charge ends at the final scheduled option date, which depends on the issue date and/or a certain life event, as described in the rider, but does not exceed the policy year in which the insured is age 50.
Variable 34	DBR Monthly Charge	There is a monthly charge for the rider which is deducted from the Policy Account Value and Lapse Protection Account on the Monthly Processing Date. The monthly charge for this rider is a factor

		multiplied by the Specified Amount Premium, which is elected when the rider is applied for and is the amount that will be credited to the policy every month while the insured is totally disabled as defined in the rider. The charge is assessed against the Policy Account Value and the Lapse Protection Account.
Variable 35	DBR Monthly Charge Policy Years Payable	This shows the number of years for which there is a monthly charge for DB rider. This charge runs until the insured's age 55.
Variable 36	Surrender Charge	This is the surrender charge that will be applicable in a given year. There is no surrender charge after the 19 th year. It is based on a rate per \$1,000 that ranges from \$14.91-\$47.50.
Variable 37	COI Rate Table Attained Age for the Policy Account Value	This is the Attained Age of the insured from the issue age until age 121 for the Policy Account Value.
Variable 38	COI Rates per \$1000 for the Policy Account Value	This is the cost of insurance rate per \$1,000 applicable to the policy for the Policy Account Value. There will be an applicable rate for each year from issue to the number of policy years determined in Variable 37. The range is \$.02 - \$83.33 monthly.
Variable 39	COI Rate Table Attained Age for the Lapse Protection Account	This is the Attained Age of the insured from the issue age until age 121 for the Lapse Protection Account.
Variable 40	COI Rates per \$1000 for the Lapse Protection Account – low COI's	This is the cost of insurance rate per \$1000 applicable to the policy for the Lapse Protection Account. There will be an applicable rate for each year from issue to the number of policy years determined in Variable 39. The rates vary by issue age, sex, risk class and duration. The range is \$.00100 - \$83.33 per month.
Variable 41	COI Rates per \$1000 for the Lapse Protection Account – high COI's	This is the cost of insurance rate per \$1000 applicable to the policy for the Lapse Protection Account. There will be an applicable rate for each year from issue to the number of policy years determined in Variable 39. The rates vary by issue age, sex, risk class and duration. The range is \$.00100 - \$83.33 per month.
Variable 42	Benchmark Table Policy Years	The number of policy years shown here is a function of the insured's issue age. The charge ends at age 121.
Variable 43	Benchmark Values per \$1000 for the Lapse Protection Account	Vary by issue age, sex, risk class and policy duration and are expressed in per \$1000 values. The range is \$114 - \$800.
Variable 44	Death Benefit Factors Table Policy Years	The number of policy years shown here is a function of the insured's issue age. The table of factors ends at age 121 since the factor is always 1.00 over age 100.
Variable 45	Death Benefit Factors	These are the factors used in determining the death benefit. The factors vary by issue age. There will be a factor for all years up to age 121, then the table indicates that the factor is 1.00 after age 121.
Variable 46	Free Look Period	This is on the policy's front cover in the Free Look Period provision. In many states, if the policy is issued as the result of a replacement, the free look period must be longer than normal, e.g., 20 or 30 days. If necessary in your state, we will change the free look period to the correct number of days for policies issued as a result of replacement.

INSURED [Variable 1]
ISSUE DATE [Variable 6]
FACE AMOUNT [Variable 4]

[Variable 2]-[Variable 3] **AGE AND SEX**
[Variable 5] **POLICY NUMBER**
[Variable 7] **POLICY DATE**
[Variable 8] **UNDERWRITING CLASS**

PLAN OF INSURANCE UNIVERSAL LIFE INSURANCE



The Guardian
Insurance & Annuity
Company, Inc.

A Stock Company
Incorporated in the
State of Delaware

Customer Service Office:
P.O. Box 26210
Lehigh Valley, PA 18002-6210

Read this policy carefully. This policy is a legal contract between the owner and The Guardian Insurance & Annuity Company, Inc. (GIAC). The entire contract consists of the Basic Policy and any attached additional benefit riders, endorsements and applications. This policy is issued and administered by GIAC at its Customer Service Office. GIAC's home office is 1209 Orange Street, Wilmington, Delaware 19801. **GIAC receives all communications at its Customer Service Office.**

A handwritten signature in black ink, appearing to read 'Justin D. ...'.

Secretary

A handwritten signature in black ink, appearing to read 'David J. Manning'.

President

GIAC will pay the death proceeds of this policy to the beneficiary upon receipt of due proof that the insured died while this policy was in force. These proceeds are described in greater detail in the "Death Proceeds" section. If the insured is still alive on the Maturity Date shown on the Policy Data page, and this policy is still in force, we will pay the Policy Account Value less any Policy Debt to the owner at that time.

RIGHT TO CANCEL:

The owner has the right to examine this policy and return it for cancellation to the Customer Service Office or to the agent from whom it was purchased within [Variable 46] days after receiving it. The policy and a written cancellation notice must be delivered or mailed to cancel this policy. Any notice given by mail is effective on being postmarked, properly addressed, and postage prepaid. If the policy is canceled during this period, GIAC will refund any amounts paid. The policy will be void from the beginning.

Universal Life Insurance Policy

- Flexible premiums payable during the insured's lifetime
- Death proceeds payable upon insured's death if policy is in force
- Policy Account Value less Policy Debt payable on the Maturity Date if the policy has not terminated
- Non-participating--No dividends payable

POLICY DATA

INSURED [Variable 1] [Variable 2] - [Variable 3] **AGE AND SEX**
FACE AMOUNT INITIAL FACE AMOUNT [Variable 4] [Variable 5] **POLICY NUMBER**
ISSUE DATE [Variable 6] [Variable 7] **POLICY DATE**
PLAN OF INSURANCE UNIVERSAL LIFE INSURANCE [Variable 8] **UNDERWRITING CLASS**
[Variable 9] **MATURITY DATE ***

OWNER [Variable 10]

BENEFICIARY AS STATED IN THE APPLICATION OR AS SUBSEQUENTLY CHANGED IN THE OWNER'S SIGNED NOTICE.

BASIC POLICY	AMOUNT
PLANNED [Variable 11] PREMIUM	\$ [Variable 12]

MINIMUM PREMIUM TO ISSUE POLICY	\$ [Variable 13]
---------------------------------	------------------

MINIMUM FACE AMOUNT:
\$100,000

* COVERAGE MAY EXPIRE PRIOR TO THE MATURITY DATE SHOWN EVEN IF PLANNED PREMIUMS ARE PAID. THE CONTINUATION OF COVERAGE DEPENDS ON A NUMBER OF FACTORS INCLUDING THE AMOUNT AND FREQUENCY OF PREMIUM PAYMENTS, AND WHETHER PARTIAL WITHDRAWALS OR POLICY LOANS HAVE BEEN TAKEN.

To obtain information about your coverage you may call your agent or contact our Customer Service Office at:
[Variable 14]

POLICY DATA

BENEFITS AND PREMIUMS (cont'd)

	<u>RIDER/BENEFIT EXPIRY DATE</u>
ACCIDENTAL DEATH BENEFIT RIDER FACE AMOUNT: [Variable 15]	[Variable 16]
WHOLE LIFE PURCHASE OPTION RIDER SPECIFIED AMOUNT: [Variable 17]	[Variable 18]
DISABILITY BENEFIT RIDER SPECIFIED AMOUNT: [Variable 19]	[Variable 20]
EXCHANGE OF POLICY OPTION	[Variable 21]

POLICY LOANS

Loan interest is payable in arrears. Policy Loans bear interest at a yearly rate of 5%. Amounts held in the Loan Account are credited interest at a yearly rate of 3%.

See "Policy Loans" section for details on loan value.

INTEREST CREDITING RATES

As described in the "Policy Account Value and Lapse Protection Account" section of this policy, interest is credited to these amounts periodically. The interest rate applicable to the Policy Account Value is, on an annual basis, 3%. The interest rate applicable to the Lapse Protection Account is, on an annual basis, [Variable 22]%.

PREMIUM CHARGE

We will deduct a charge from each premium payment made under this policy. The Policy Account Value Premium Charge is [Variable 23]% of the premium paid. The Lapse Protection Account Premium Charge is [Variable 24]% of the premium paid.

TARGET PREMIUM

The target premium is \$[Variable 25]. The target premium only affects your policy if you have both the Whole Life Purchase Option rider and the Disability Benefit rider.

POLICY DATA

MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT VALUE AND LAPSE PROTECTION ACCOUNT

1. COST OF INSURANCE (COI) CHARGES

The cost of insurance charge is deducted on each Monthly Processing Date. The monthly cost of insurance charge is based on the monthly cost of insurance rates. The Table of Monthly Cost of Insurance Rates is shown in the Policy Specifications pages. See the "Monthly Cost of Insurance" provision for further details.

For the Lapse Protection Account, you will be charged either a high COI or a low COI. To determine which COI is charged, we compare the actual Lapse Protection Account for your policy (before any premiums are applied and before we deduct monthly charges) to the Lapse Protection Account Benchmark Value. The Lapse Protection Account Benchmark Value is based on the rates shown on Policy Data page 4.2.

2. ADMINISTRATIVE CHARGES

The Administrative Charges will be deducted on Monthly Processing Date as shown below.

For the Policy Account Value:

- a policy fee of \$10.00, and
- a charge of \$[Variable 26] per \$1,000 of Initial Face Amount for the first [Variable 27] policy years only.

For the Lapse Protection Account:

- a policy fee of \$7.50 , and
- a charge of \$[Variable 28] per \$1,000 of Initial Face Amount for the first [Variable 29] policy years only.

3. RIDER CHARGES

The cost of the following riders will be deducted from the Policy Account Value and Lapse Protection Account on the Monthly Processing Date as shown below. These deductions are the same for both the Policy Account Value and the Lapse Protection Account. See the "Monthly Deduction" provision of this policy, and the individual rider form(s), for further information.

RIDER	DESCRIPTION OF CHARGE	POLICY YEARS PAYABLE
ACCIDENTAL DEATH BENEFIT RIDER	[\$[Variable 30]	1 through [Variable 31]
DISABILITY BENEFIT RIDER	[Variable 32] times the Specified Amount divided by 100.	1 through [Variable 33]
WHOLE LIFE PURCHASE OPTION RIDER	[\$[Variable 34]	1 through [Variable 35]

POLICY DATA

TRANSACTION DEDUCTIONS FROM THE POLICY ACCOUNT VALUE

PARTIAL WITHDRAWAL OF NET CASH SURRENDER VALUE

The minimum partial withdrawal is \$500. GIAC reserves the right to limit the number of withdrawals in a policy year to 12. See the "Partial Withdrawals and Surrender" section of this policy for further information.

SURRENDER CHARGES

The table below shows surrender charges for the policy. These charges apply if the policy is fully surrendered for its Net Cash Surrender Value during the first 20 policy years. For more information on surrender charges, see the "Partial Withdrawals and Surrender" section of this policy.

<u>POLICY YEAR</u>	<u>SURRENDER CHARGE</u>
1	\$(Variable 36)
2	[Variable 36]
3	[Variable 36]
4	[Variable 36]
5	[Variable 36]
6	[Variable 36]
7	[Variable 36]
8	[Variable 36]
9	[Variable 36]
10	[Variable 36]
11	[Variable 36]
12	[Variable 36]
13	[Variable 36]
14	[Variable 36]
15	[Variable 36]
16	[Variable 36]
17	[Variable 36]
18	[Variable 36]
19	[Variable 36]
20 and thereafter	0



STATE OF ARKANSAS

ACTUARIAL CERTIFICATION

The Guardian Insurance & Annuity Company Inc. does hereby certify that its Individual Life filing, Form Number(s): **09-UL AR, 09-SUL AR, 09-WLPO UL, 09-DBR UL, 09-WSA SUL, 09-4YT SUL, 09-BIO SUL, 09-SIPO SUL, 09-PSO SUL** are in compliance with Section 7 (Nonforfeiture) of Regulation 34.

Actuary: Mark Tynkov, FSA, MAAA
Actuary Title: Consulting Actuary
Date: March 4, 2009



STATE OF ARKANSAS

ACTUARIAL CERTIFICATION

The Guardian Insurance and Annuity Company of America, does hereby certify that its Form Number(s): **09-UL AR, 09-SUL AR, 09-WLPO UL, 09-DBR UL, 09-WSA SUL, 09-4YT SUL, 09-BIO SUL, 09-SIPO SUL, 09-PSO SUL,** Section 6 (Valuation) of Regulation 34. In addition, when calculating the Reserves under the minimum reserve method in Regulation 34, in no case shall the Reserves be less than the actual Cash Surrender Values provided for under the Policy contract.

James Gdowik, FSA, MAAA
Actuary: Consulting Actuary
Date: March 6, 2009



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

Insurer: The Guardian Insurance & Annuity Company, Inc.

Form 09-UL AR, 09-SUL AR, 09-WLPO UL, 09-DBR UL, 09-WSA SUL, 09-4YT SUL,
Number(s): 09-BIO SUL, 09-SIPO SUL, 09-PSO SUL

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, Director

Name

March 4, 2009

Date



**Certificate of Compliance with
Arkansas Variable Life Regulation 33**

Insurer: The Guardian Insurance & Annuity Company, Inc.

Form

Number(s): 09-UL AR, 09-SUL AR, 09-WLPO UL, 09-DBR UL, 09-WSA SUL, 09-4YT SUL,
09-BIO SUL, 09-SIPO SUL, 09-PSO SUL

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Variable Life Regulation 33.

Signature of Company Officer
John J. Monahan

Name
Director

March 4, 2009
Date

CONSENT TO SUBMIT RATES AND/OR COST BASES FOR APPROVAL

The Guardian Insurance & Annuity Company, Inc. does hereby consent and agree that all premium rates and/or cost bases both "maximum" and "current or projected," used in relation to policy form number 09-UL AR, 09-SUL AR, must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

The Guardian Insurance & Annuity Company, Inc.

By John J. Monahan

Director, Individual Markets Compliance