

SERFF Tracking Number: GARD-126173230 State: Arkansas  
 Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 42646  
 Company Tracking Number: L-10  
 TOI: L07I Individual Life - Whole Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single Life  
 Product Name: Ten Pay Whole Life Plan  
 Project Name/Number: CSO 2001 Whole Life/L-10

## Filing at a Glance

Company: The Guardian Life Insurance Company of America

Product Name: Ten Pay Whole Life Plan

SERFF Tr Num: GARD-126173230 State: Arkansas

TOI: L07I Individual Life - Whole

SERFF Status: Closed-Approved-Closed State Tr Num: 42646

Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single Life

Co Tr Num: L-10

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Lisa Capella, Louis A Conte, Peter Diggins, Margaret Lewis-Forbes, John Monahan, Carol Nardella, Monica Wilson, Connie Gelfat, Carline Hamilton, Kathleen Tobin

Disposition Date: 06/15/2009

Date Submitted: 06/11/2009

Disposition Status: Approved-Closed

Implementation Date Requested: 09/03/2009

Implementation Date:

State Filing Description:

## General Information

Project Name: CSO 2001 Whole Life

Status of Filing in Domicile: Not Filed

Project Number: L-10

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 06/15/2009

Explanation for Other Group Market Type:

State Status Changed: 06/15/2009

Deemer Date:

Created By: Margaret Lewis-Forbes

Submitted By: John Monahan

Corresponding Filing Tracking Number:

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**Filing Description:**

The Guardian Life Insurance Company of America

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

New Plan of Insurance for Previously Approved Policy Form 09-L10 WL AR and Riders

We are enclosing for your review and approval a new individual whole life policy form and 2 new riders. These forms do not replace any forms previously approved by your Department.

We plan on introducing these forms on September 3, 2009.

09-L10 WL AR is a participating level premium whole life policy with premiums payable for 10 years. This policy will be sold through agents and available in the general life insurance market. The Ten Pay Whole Life (L10) plan allows people to pay for their whole life coverage very rapidly. What differentiates this plan of insurance versus other whole life plans of insurance we offer is that premiums are only payable for 10 years, and the policy is fully paid up at that time.

The minimum face amount is \$25,000 (\$100,000 for our Preferred NT class, and \$250,000 for our Preferred Plus NT class). The issue ages are 0-75, though only our Non-Smoker class is issued below age 20.

This policy will be fully underwritten and we will use previously approved application form L-AP-2004, which was approved by your Department on 12/16/2004, to apply for the L10 plan. Appendix A of this letter shows the previously approved rider forms that we would like to make available with the new plan of insurance.

This policy form will be marketed with an illustration. If required, we are enclosing a certification from our illustration actuary to address the new plan of insurance being made available under the policy. We are also enclosing any other certifications, transmittal forms, etc.

New Riders to be used with Ten Pay Whole Life

Rider form 09-LPUA, entitled "Paid-Up Additional Whole Life Insurance Rider", provides for the optional purchase of participating permanent insurance ("paid-up insurance") in addition to the face amount of the basic policy. The rider is available at the same issue ages as the base policy.

The following are some of the key features of this rider.

- Payments are optional under this rider and can be made at any time either on a "scheduled" or "unscheduled" basis. "Scheduled" PUA payments are payments made as part of a billed PUA payment arrangement that the company can establish at the owner's request. Payments that are received on a date other than a policy anniversary (except for Initial

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Life  
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PUA Payments) use an interpolated net single premium as of the date we receive the payment to calculate the face amount of the additions purchased.

- The maximum Initial PUA Payment (as defined in the rider) is the greater of ten times the annual non-rated policy premium or \$1,000,000. Subsequent PUA payments are subject to the following annual payment limitations (the applicable amounts are shown on the Policy Data pages):

For payments received prior to the 10th policy anniversary or, if earlier, the policy anniversary on which the insured is age 75, the total of all PUA payments in a given year cannot exceed 3 times the annual non-rated policy premium or \$500,000 per year. In subsequent years (or at age 76 or in the 11th policy year), the total of all PUA payments in any given year cannot exceed the annual non-rated policy premium or \$500,000.

With satisfactory evidence of insurability, the owner may be able to exceed any of these limits.

- A 5% service fee is deducted from every PUA payment prior to the purchase of any paid-up additions.
- There is an optional waiver benefit available. This benefit, if elected, applies a specified amount to purchase paid-up additions if policy premiums are being waived under a disability waiver of premium rider in effect under the policy.

When rider form 09-LPUA is issued, the policy will include special data pages showing a table of net single premiums per \$1 of PUA payment and the cash value per \$1,000 of PUA face amount. A sample of this is included in this filing.

Rider form 09-GIO L10, entitled "Guaranteed Purchase Option Rider", allows the policyowner to purchase an additional, separate Whole Life policy, without evidence of insurability, within 90 days from the end of the 10th anniversary of the original policy. There is a separate premium payable for this rider, which runs for 10 years. The rider can be issued at ages 0-50. The new policy can be any face amount up to the Option Amount the policyowner has chosen. The minimum Option Amount that can be selected is \$25,000, with a maximum of the lesser of the policy face amount or \$250,000.

We have enclosed nonforfeiture and reserve memoranda applicable to the new policy and the new 09-LPUA rider form. We are also enclosing a Statement of Variability that describes the areas of the policy and riders that we would like to be considered as variable.

The enclosed forms will be laser-emitted or pre-printed with the language identical to that approved by your state. We reserve the right to change duplex printing, line location of sentences and words, and the type font (but not the point size) of the forms without resubmitting them for approval.

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If you have any questions concerning this submission, please feel free to either call the undersigned toll free at 1-(877) 600-1460 or send an e-mail to jmonahan@glic.com.

Sincerely,

John Monahan, Director  
 Individual Markets Compliance

## Company and Contact

### Filing Contact Information

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

### Filing Company Information

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

## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Life Insurance Company of America	\$50.00	06/11/2009	28513884

SERFF Tracking Number: GARD-126173230 State: Arkansas  
Filing Company: The Guardian Life Insurance Company of State Tracking Number: 42646  
America  
Company Tracking Number: L-10  
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single  
Life  
Product Name: Ten Pay Whole Life Plan  
Project Name/Number: CSO 2001 Whole Life/L-10

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	06/15/2009	06/15/2009

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Life  
*Product Name:* Ten Pay Whole Life Plan  
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## **Disposition**

Disposition Date: 06/15/2009

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	No	No
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Acturial Memo	No	No
Supporting Document	Appendix A	No	No
Supporting Document	Statement of Variability	No	No
Supporting Document	Certification	No	No
Supporting Document	Compliance Certification	No	No
Form	Whole Life Insurance Policy	No	No
Form	Paid-Up Additional Whole Life Insurance Rider	No	No
Form	Guaranteed Purchase Option Rider	No	No

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## Form Schedule

### Lead Form Number: 09-L10 WL AR

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	09-L10 WL AR	Policy/Cont	Whole Life Insurance Policy Certificate	Initial		52.100	09-L10 WL AR.pdf
	09-LPUA	Policy/Cont	Paid-Up Additional Whole Life Insurance Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		45.000	09-LPUA.pdf
	09-GIO L10	Policy/Cont	Guaranteed Purchase Option Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		45.000	09-GIO L10.pdf

Insured	[JOHN DOE]	[35] [MALE]	Age and Sex
Face Amount	[\$3,250,000]	[1234567]	Policy Number
Plan of Insurance	TEN PAY WHOLE LIFE	[MAY 1, 2009] [MAY 1, 2009]	Policy Date Issue Date
		[PREFERRED NT]	Premium Class



**The Guardian  
Life Insurance Company  
Of America**

**A Mutual Company  
Established 1860**

**Read this policy carefully. This policy is a legal contract between the owner and The Guardian Life Insurance Company of America (Guardian).**

Guardian will pay the death proceeds to the beneficiary upon receipt at our Customer Service Office of due proof that the insured died while the policy was in force. The entire contract consists of the basic policy and any attached additional benefit riders, endorsements and application(s). This policy is issued by Guardian at its home office at 7 Hanover Square, New York, New York 10004, on the issue date. However, all correspondence should be sent to our Customer Service Office shown on the Policy Data page.

**President**

**Secretary**

**Free Look Period**

The owner has the right to examine this policy and return it for cancellation to Guardian's Customer Service Office or to any agent or agency within [10] days after receiving it; this is the free look period. 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 cancelled during this period, Guardian will refund all premiums paid. The policy will be void from the beginning.

**Whole Life Insurance Policy**

- Death Proceeds payable at death of insured if policy is in force
- Premiums payable until end of premium period shown on Policy Data page
- Participating - Annual dividends payable if earned

## WE & YOU

In this policy, the words "we", "our" or "us" refer to Guardian, and the words "you" or "your" refer to the owner of this policy.

## POLICY SUMMARY

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

We will pay the death proceeds to the beneficiary if the insured dies while this policy is in force. This policy is eligible to receive dividends (see "Dividends" provision).

This policy also has certain values during the insured's lifetime. These values consist of the cash value plus any dividend credited to this policy. These values may be used:

- to continue insurance coverage for a reduced amount without paying further premiums (see "Guaranteed Policy Values" provision);
- to surrender this policy for cash (see "Guaranteed Policy Values" provision);
- to obtain a policy loan (see "Loans" provision);
- to provide life income (see "Payment Options" provision).

We allow a 31 day grace period after each premium due date. If a premium is not paid by the end of the grace period, this policy lapses. If this policy lapses, it may be eligible for reinstatement within 5 years (see "Premiums and Reinstatement" provision).

## GUIDE TO POLICY PROVISIONS

1. Death Proceeds
2. Owner and Beneficiary
3. Dividends
4. Premiums and Reinstatement
5. Guaranteed Policy Values
6. Loans
7. Payment Options
8. General Provisions

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

An Index appears on the inside of the back cover.

## POLICY DATA

INSURED	[JOHN DOE]	[35] [MALE]	AGE AND SEX
FACE AMOUNT	[\$250,000]	[1234567]	POLICY NUMBER
ISSUE DATE	[MAY 1, 2009]	[MAY 1, 2009]	POLICY DATE
PLAN OF INSURANCE	TEN PAY WHOLE LIFE	[PREFERRED PLUS NT]	PREMIUM CLASS
OWNER	[JANE DOE, SPOUSE]		
BENEFICIARY	[JANE DOE, SPOUSE]		

## BENEFITS AND PREMIUMS

	ANNUAL PREMIUM	POLICY YEARS PAYABLE
BASIC POLICY	\$[7,297.50]	1 through [10]
GUARANTEED PURCHASE OPTION RIDER OPTION AMOUNT: \$[100,000]	\$[72.50]	1 through [10]
PAID-UP ADDITIONAL WHOLE LIFE INSURANCE RIDER (SEE TABLE OF NET SINGLE PREMIUMS AND CASH VALUES FOR FURTHER INFORMATION ON THIS RIDER)		
INITIAL SCHEDULED PUA PAYMENT	\$[500.00] *	
INITIAL UNSCHEDULED PUA PAYMENT \$[1,000] THE INITIAL PUA PAYMENT LIMIT IS \$[1,000,000]. AFTER ISSUE, THE FOLLOWING ARE THE TOTAL ANNUAL PUA PAYMENT LIMITS FOR ALL RIDERS ATTACHED TO THIS POLICY WHICH PROVIDE FOR THE PURCHASE OF PAID-UP ADDITIONS:		
POLICY YEARS 1-10: \$[21,892.50]		
POLICY YEARS 11+: \$[7,297.50]		
 TOTAL INITIAL ANNUAL PREMIUM	 ----- \$[7,870.00]	

\* THESE PAYMENTS ARE NOT REQUIRED TO KEEP THE INSURANCE UNDER THIS POLICY IN FORCE. PLEASE SEE RIDER FORM FOR MORE DETAILS.

THE MORTALITY TABLE REFERRED TO IN THE BASIS OF VALUES PROVISION IS THE COMPOSITE COMMISSIONERS' 2001 STANDARD ORDINARY MORTALITY TABLE, AGE NEAREST BIRTHDAY, WITH CONTINUOUS FUNCTIONS. THE INTEREST RATE REFERRED TO IN THE BASIS OF VALUES PROVISION IS 4%.

LOANS BEAR INTEREST AT A YEARLY RATE OF 8%, PAYABLE IN ADVANCE AT A RATE OF 7.407%. THE YEARLY LOAN INTEREST RATE CHANGES TO 5%, PAYABLE IN ADVANCE AT A RATE OF 4.7619%, BEGINNING ON [MAY 1, 2039].

## POLICY DATA

PREMIUMS FOR THIS POLICY ARE DUE AND PAYABLE IN ALL YEARS SHOWN IN THE "POLICY YEARS PAYABLE" COLUMN ABOVE. YOU MAY HAVE RECEIVED A SALES ILLUSTRATION WHICH SHOWS DIVIDENDS APPLIED TO REDUCE THE NUMBER OF PREMIUMS PAYABLE IN CASH. HOWEVER, DIVIDENDS ARE NOT GUARANTEED AND WE HAVE THE RIGHT TO CHANGE THEM ANNUALLY. A REDUCTION IN THE AMOUNT OF ANY DIVIDENDS CREDITED TO THIS POLICY MAY RESULT IN THE NEED TO PAY MORE PREMIUMS THAN WERE SHOWN ON A SALES ILLUSTRATION.

TO OBTAIN INFORMATION ABOUT THE COVERAGE PROVIDED UNDER YOUR POLICY, CALL THE AGENT THROUGH WHOM IT WAS PURCHASED OR CONTACT OUR CUSTOMER SERVICE OFFICE AT:

CUSTOMER SERVICE OFFICE  
[3900 BURGESS PLACE  
BETHLEHEM, PA 18017  
1-800-441-6455]

TABLE OF VALUES

END OF POLICY YEAR	CASH OR LOAN VALUE +	PARTICIPATING REDUCED PAID-UP INSURANCE +	EXTENDED TERM INSURANCE	
			YEARS	DAYS
1	[11.13	[52	[8	[17
2	38.33	170	19	198
3	66.59	285	25	359
4	95.92	397	30	101
5	126.38	505	33	277
6	158.01	610	36	239
7	190.85	712	39	84
8	224.92	811	41	286
9	260.27	907]	44]	343]
10	296.95		POLICY PAID-UP	
11	306.93			
12	317.17			
13	327.67			
14	338.50			
15	349.69			
16	361.20			
17	373.02			
18	385.10			
19	397.44			
20	409.98			
ATTAINED AGE 55	409.98		[POLICY PAID-UP]	
ATTAINED AGE 60	475.56		[POLICY PAID-UP]	
ATTAINED AGE 65	545.25]		[POLICY PAID-UP]	

CASH VALUE FACTOR FOR POLICY YEARS  
 [27.47601654] [1-10]

+ FOR EACH \$1,000 OF FACE AMOUNT OF THE BASIC POLICY

THE USE OF THE CASH VALUE FACTOR(S) SHOWN ABOVE IS DESCRIBED IN THE "CASH VALUE" PROVISION OF THIS POLICY. [DURING THE FIRST 5 POLICY YEARS, THE PRESENT VALUE OF THE CASH VALUE FACTORS IS BASED ON THE ASSUMPTION THAT THE INITIAL CASH VALUE FACTOR APPLIES IN ALL POLICY YEARS.]

VALUES FOR POLICY YEARS NOT SHOWN WILL BE COMPUTED ON THE BASIS STATED IN THIS POLICY AND WILL BE FURNISHED UPON REQUEST.

THE CASH VALUES SHOWN ABOVE ARE GUARANTEED. THEY ARE BASED ON AN ANNUAL INTEREST RATE 4%. ALL VALUES ON THIS PAGE ARE COMPUTED ON THE ASSUMPTION THAT ALL PREMIUMS TO THE END OF THE POLICY YEARS SHOWN HAVE BEEN PAID AND THAT THERE ARE NO DIVIDENDS OR LOANS.

CASH VALUES WHICH DEPEND ON DIVIDENDS MAY HAVE BEEN SHOWN IN AN ILLUSTRATION PRESENTED DURING THE SALE OF THIS POLICY. CASH VALUES WHICH DEPEND ON DIVIDENDS ARE NOT GUARANTEED. A REDUCTION IN THE AMOUNT OF ANY DIVIDEND CREDITED TO THIS POLICY MAY RESULT IN LOWER NON-GUARANTEED CASH VALUES THAN WERE SHOWN ON ANY SALES ILLUSTRATION.

THE PERIOD OF EXTENDED TERM INSURANCE IS THE SAME FOR ANY FACE AMOUNT.

**PAID-UP ADDITIONAL WHOLE LIFE INSURANCE RIDER**

**TABLE OF NET SINGLE PREMIUMS AND CASH VALUES**

POLICY YEAR	BEGINNING OF YEAR NET SINGLE PREMIUM +	END OF YEAR CASH OR LOAN VALUE *
[1	[0.21070	[218.15
2	0.21815	225.86
3	0.22586	233.85
4	0.23385	242.08
5	0.24208	250.58
6	0.25058	259.35
7	0.25935	268.38
8	0.26838	277.66
9	0.27766	287.19
10	0.28719	296.95
11	0.29695	306.93
12	0.30693	317.17
13	0.31717	327.67
14	0.32767	338.50
15	0.33850	349.69
16	0.34969	361.20
17	0.36120	373.02
18	0.37302	385.10
19	0.38510	397.44
20	0.39744	409.98
21	0.40998	422.69
22	0.42269	435.58
23	0.43558	448.64
24	0.44864	461.97
25	0.46197	475.56
26	0.47556	489.35
27	0.48935	503.27
28	0.50327	517.25
29	0.51725	531.24
30	0.53124	545.25
31	0.54525	559.30
32	0.55930	573.43
33	0.57343	587.68
34	0.58768	602.06
35	0.60206	616.61
36	0.61661	631.26
37	0.63126	645.99
38	0.64599	660.57
39	0.66057	675.06
40	0.67506	689.48
41	0.68948	703.81
42	0.70381	718.06
43	0.71806	732.13
44	0.73213	745.92
45	0.74592	759.33
46	0.75933	772.34
47	0.77234	784.86
48	0.78486	796.96
49	0.79696	808.67
50	0.80867	819.94
51]	0.81994]	830.68]

SEE NEXT PAGE FOR APPLICABLE FOOTNOTES

**PAID-UP ADDITIONAL WHOLE LIFE INSURANCE RIDER**

**TABLE OF NET SINGLE PREMIUMS AND CASH VALUES**

POLICY YEAR	BEGINNING OF YEAR NET SINGLE PREMIUM+	END OF YEAR CASH OR LOAN VALUE *
[52	[0.83068	[840.83
53	0.84083	850.32
54	0.85032	859.15
55	0.85915	867.29
56	0.86729	874.75
57	0.87475	881.78
58	0.88178	888.42
59	0.88842	894.65
60	0.89465	900.44
61	0.90044	905.74
62	0.90574	910.82
63	0.91082	915.66
64	0.91566	920.21
65	0.92021	924.37
66	0.92437	927.97
67	0.92797	931.50
68	0.93150	934.95
69	0.93495	938.34
70	0.93834	941.64
71	0.94164	944.86
72	0.94486	948.00
73	0.94800	951.05
74	0.95105	954.02
75	0.95402	956.89
76	0.95689	959.68
77	0.95968	962.37
78	0.96237	964.98
79	0.96498	967.49
80	0.96749	969.92
81	0.96992	972.25
82	0.97225	974.50
83	0.97450	976.66
84	0.97666	978.73
85	0.97873	980.64
86]	0.98064]	1,000.00]

+ IF A PUA PAYMENT IS RECEIVED ON THE POLICY ANNIVERSARY, THE NET SINGLE PREMIUM USED IN THE CALCULATION OF THE PUA FACE AMOUNT IS THE NET SINGLE PREMIUM SHOWN FOR THE POLICY YEAR IN WHICH THE PAYMENT IS RECEIVED. FOR PAYMENTS RECEIVED ON A DATE OTHER THAN A POLICY ANNIVERSARY, THE APPROPRIATE NET SINGLE PREMIUM WILL BE DETERMINED BASED ON THE NET SINGLE PREMIUMS FOR THE POLICY ANNIVERSARY IMMEDIATELY BEFORE AND AFTER THE DATE WE RECEIVE THE PAYMENT AND THE PERIOD OF TIME WHICH HAS ELAPSED SINCE THE PREVIOUS POLICY ANNIVERSARY.

\* THIS TABLE SHOWS THE CASH OR LOAN VALUE PER THOUSAND OF THE TOTAL FACE AMOUNT OF PAID-UP INSURANCE AT THE END OF THE POLICY YEAR. THERE IS NO LOAN VALUE IN THE FIRST POLICY YEAR. THE CASH VALUES SHOWN ARE BASED ON AN ANNUAL INTEREST RATE OF 4%

CASH VALUES WHICH DEPEND ON DIVIDENDS MAY HAVE BEEN SHOWN IN AN ILLUSTRATION PRESENTED DURING THE SALE OF THIS POLICY. CASH VALUES WHICH DEPEND ON DIVIDENDS ARE NOT GUARANTEED. REDUCING THE AMOUNT OF ANY DIVIDEND CREDITED TO THIS POLICY MAY RESULT IN LOWER NON-GUARANTEED CASH VALUES THAN WERE SHOWN ON ANY SALES ILLUSTRATION.

# 1. DEATH PROCEEDS

The death proceeds become payable to the beneficiary upon our receipt at our Customer Service Office of due proof that the insured died while this policy was in force. The amount payable is the sum of the following as of the date of the insured's death:

- the face amount;
- any insurance on the insured's life provided by additional benefit riders;
- any insurance on the insured's life purchased with dividends;
- the value of any dividends left at interest;
- any dividend credited at death; and
- any premium paid beyond the policy month of death if premiums are not then being waived under a waiver of premium rider;

less:

- any outstanding loans and loan interest; and
- any premiums due up to and including the policy month of death.

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 the proceeds are paid, at a yearly rate of 8%.

# 2. 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 number or the same number, 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 the 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 "Death Proceeds" above. 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 at our Customer Service Office;
- 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 or revocable beneficiary by written request satisfactory to us. 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 our Customer Service Office. However, the change will not apply to any payments made or actions taken by us on or before the date the request is received at our Customer Service Office.

### **Assignment**

No assignment will bind us unless the original, or a copy, is filed at our Customer Service Office. 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, 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; and
- the right to elect a payment option.

Assignments are subject to all payments made or actions taken by us on or before the date we receive the assignment at our Customer Service Office.

## **3. DIVIDENDS**

This is a participating policy. A participating policy shares in our divisible surplus. The policy's share, if any, is determined yearly by Guardian. This share is payable as the dividend on the next policy anniversary if:

- the policy is then in force, but not as extended term insurance; and
- all premiums due before the policy anniversary have been paid.

The dividend will reflect our mortality, expense, and investment experience; it will be affected by any outstanding loans and loan interest during the policy year.

### **Dividend Options**

You may elect one of the options described below. We may also make additional dividend options available. Any dividend option elected after this policy's issue date will be effective on the next policy anniversary.

- (a) **Cash:** As a cash payment.
- (b) **Premium Payment:** Toward payment of any premium due on the policy, if the balance of the premium is paid at the same time.
- (c) **Dividends Left at Interest:** As a deposit to accumulate at interest. Interest is credited on each policy anniversary at a yearly rate of at least 4%.
- (d) **Dividend Additions:** To purchase paid-up participating insurance payable in addition to the face amount of the policy. Dividend additions share in our divisible surplus.

If no option is elected, dividends will be used to purchase dividend additions.

### **Withdrawal**

You may withdraw dividends left at interest and dividend additions unless they are required as security for a policy loan. The cash value of dividend additions will never be less than the dividends used to purchase them.

### **Paid-up Option**

The policy's cash value, including the cash value of any dividend additions and dividends left at interest, may be used to make the policy paid-up. We will so apply the cash value if it equals the net single premium at the attained age for a paid-up policy in the same face amount as this policy. This option may be exercised by written request. Any policy loans will remain outstanding.

## 4. PREMIUMS AND REINSTATEMENT

### Premium Payment

Premiums for this policy are payable for the number of policy years shown on Policy Data page 3. All premiums, including the first, are payable in advance. After the first premium, premiums are payable annually in advance, only at our Customer Service Office. Upon request, we will furnish a receipt signed by one of our officers. Premiums may be paid annually or on a periodic basis. Periodic premiums are payable semi-annually, quarterly or monthly at our published rates on this policy's issue date. They may also be paid at any other frequency acceptable to us. We will change the premium payment frequency if we receive the your proper written request at our Customer Service Office before the premium due date.

The periodic premium payment must be at least \$25.

The amount of each periodic premium is calculated by multiplying the annual policy premium by the applicable modal factor:

Frequency of Premium Payment	Modal Factors
Semi-annually	.515000
Quarterly	.262650
Monthly	.085833

### Due Date and Default

Annual premiums are due on each policy anniversary. Each periodic premium is due on the premium due date specified by us. This policy will be in default on a due date if a due premium is not then paid.

### Grace Period

We allow a grace period of 31 days after the due date for premium payments. The grace period does not apply to payment of the first premium. The policy remains in force during the grace period. If the premium is not paid by the end of the grace period, the policy lapses as of the date of default. Upon lapse, the policy has no value except as provided in the "Guaranteed Policy Values" section.

### Reinstatement

This policy may be eligible for reinstatement at any time during the insured's lifetime within 5 years after the date of default. The reinstatement will not take effect until all the requirements for reinstatement have been met. The requirements for reinstatement are:

- written application for reinstatement received at our Customer Service Office;
- the policy has not been surrendered for cash;
- evidence of insurability satisfactory to us;
- payment or reinstatement of any outstanding loans and loan interest and payment of any overdue premiums, with 6% interest compounded yearly.

## 5. GUARANTEED POLICY VALUES

### Cash Value

The cash value on any policy anniversary to which premiums have been paid is:

- the then present value of future benefits provided by the policy;

less:

- the then present value of the cash value factors for each year remaining in the premium payment period. The cash value factors are shown in the Table of Values on the Policy Data page.

The Table of Values shows this policy's guaranteed cash values at the end of the policy years indicated; these values are computed on the assumption that there are no dividends or loans. The cash value at any time during a policy year is the value on the date to which premiums have been paid, adjusted to the date of surrender. The cash value at any time during a policy year will be determined with allowance for the lapse of time and the payment of any premiums beyond the last preceding anniversary.

### Cash Surrender Value

The cash surrender value is the sum of:

- the cash value;
- any due and unpaid dividend;
- the cash value of any dividend additions;
- the value of any dividends left at interest; and
- any unearned loan interest;

less:

- any outstanding loans and loan interest.

### Basis of Values

Present values and net premiums are based on the Mortality Table and interest rate shown on the Policy Data Pages. 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.

### Election of Policy Value Option

When premium payments are discontinued, the owner may elect a policy value option if:

- the insured is living;
- the policy has a cash surrender value; and
- written request is received at our Customer Service Office within 3 months after the date of default.

If no election is made within 3 months after the date of default, the automatic option will be (a) if available, otherwise (b).

### Policy Value Options Available

- **Option (a) - Continue as Non-participating Paid-up Extended Term Insurance**

Extended term insurance is life insurance for a limited period. No further premiums are due under this option. This option is available only if extended term insurance is shown in the Table of Values on the Policy Data page. Extended term insurance is not shown in the Table of Values if this policy was issued in premium class 3, 4, 6, 8, 10, 12, or 16.

The amount of extended term insurance will be the sum of:

- the face amount of this policy;
- any existing dividend additions;
- any existing dividends left at interest; and
- any due and unpaid dividend;

less:

- any outstanding loans and unearned loan interest.

The period during which extended term insurance is provided will begin on the date of default. Extended term insurance will continue for such term as the cash surrender value will purchase as a net single premium based on the amount of extended term insurance and the insured's attained age and sex. If insurance in an equal or greater amount would be provided under Option (b), Option (a) will not be available.

Extended term insurance:

- has a cash surrender value;
- has no loan value;
- does not share in our divisible surplus.

- **Option (b) - Continue as Participating Reduced Paid-up Insurance**

Reduced paid-up insurance is permanent insurance. No further premiums are due under this option. This insurance will be payable under the same conditions as the policy if kept in full force. The amount of reduced paid-up insurance will be such as the cash surrender value will purchase as a net single premium based on the insured's attained age and sex on the date of default. The amount of reduced paid-up insurance provided will be level.

Reduced paid-up insurance:

- has a cash surrender value and loan value;
- shares in our divisible surplus.

- **Option (c) - Surrender for Cash**

You may surrender the policy for its cash surrender value. The insurance provided under this policy will then terminate.

### **Surrender of Insurance Provided by a Policy Value Option**

While the insured is living, you may surrender reduced paid-up or extended term insurance for its cash surrender value. This value will equal the then present value of the insurance, less any outstanding loans and loan interest. If the insurance is surrendered within 30 days after a policy anniversary, the cash surrender value will not be less than on that anniversary.

### **Riders**

Any additional benefit riders attached to the policy are disregarded in computing the values of these options unless otherwise stated in the rider. Insurance provided under Options (a) and (b) will not include such benefits.

## 6. LOANS

### Policy Loans

Upon written request satisfactory to us, you can obtain a policy loan if this policy has a loan value. The policy must be assigned to us; this is the only security needed. No loan will be granted if the policy is in force as extended term insurance.

Any outstanding loans and loan interest will affect any dividend payable under this policy.

### Automatic Premium Loan

Any unpaid premium due will be paid at the end of the grace period by an automatic loan if:

- this option was elected either in the application or by written request received at our Customer Service Office before the premium due date; and
- the premium due does not exceed the available loan value.

You need not assign the policy; all other provisions of the "Loans" Section will apply. You may cancel this option by sending a written request to our Customer Service Office. The loan will bear interest from the date of the loan. If the loan value is insufficient to pay the overdue premium, the provisions of "Guaranteed Policy Values" will apply.

### Loan Interest

Loans bear interest at the rate stated on the Policy Data page. This interest is payable on each policy anniversary. Interest not paid when due is added to the outstanding loan and bears interest at the same rate.

### Loan Value

The loan value is the maximum amount that the owner may borrow on this policy. The loan value of this policy is the sum of:

- the cash value on the date to which all due premiums are paid;
- the cash value of any dividend additions at the end of the current policy year; and
- the value of any dividends left at interest;

less:

- any outstanding loans and loan interest; and
- interest on the loan to the end of the current policy year.

If this policy is continued as reduced paid-up insurance, the loan value will be computed as of the next policy anniversary. Extended term insurance has no loan value.

### Repayment

Any outstanding loans and loan interest may be repaid at any time before the insured's death or within 60 days after the insured's death if:

- the proceeds of the policy have not been paid in cash or applied under a payment option; and
- the policy is in full force or was in full force on the date of the insured's death, or is in force as reduced paid-up insurance.

We will allow for any unearned loan interest.

### Termination

The policy will be void if all outstanding loans and loan interest exceed the sum of:

- the cash value;
- any due and unpaid dividend;
- the cash value of any dividend additions; and
- the value of any dividends left at interest.

This will be effective 31 days after we mail notice to your last known address and that of any assignee.

## 7. 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, the owner 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 subject to the following conditions:

- 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.

The owner 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 "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% a year.
- **Option 4 - Life Income With 10 Year Guaranteed Period:** We will make monthly payments for the later of 10 years or the 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% a 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% a year.
- **Option 6 - Joint and Survivor Income:** We will make monthly payments for the later of 10 years or the lifetime of either of the 2 persons on whose lives the option is based. The guaranteed monthly payments shown in the Option 6 table include interest at 3% a year.

The Payment Option Tables 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;
- 50% of female Scale G factors for females.

**Payment Provisions**

- At least \$5,000 must be applied under each option selected.
- Each periodic payment must be at least \$50.
- 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.
- 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 the 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 an option, any amount payable is:

- Under Option 1 or 2, any unpaid proceeds with any accrued interest.
- Under Option 3, the present value on the basis of 3% yearly compound interest of any unpaid payments for the specified period.
- Under Option 4, 5 or 6, the present value of any unpaid payments for the guaranteed period. This present value 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**

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

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

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

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

# Age refers to the person on whose life the option is based.

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

Female		Male Age									
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		Male Age									
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.

## 8. GENERAL PROVISIONS

### **The Contract**

The entire contract consists of the basic policy and any attached additional benefit riders, endorsements, and application(s). 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 Guardian may make or modify this policy. No agent has the authority to:

- change this policy;
- waive any of our 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.

### **Basic Policy**

The basic policy is this policy including any attached endorsements and application(s), but excluding any additional benefit riders.

### **Age and Sex**

If the age or sex of the insured has been misstated, any benefit under this policy will be that which the premium paid would have purchased for the correct age and sex, according to our published rates on the policy date.

### **Attained Age**

The insured's insurance age is the age on the birthday nearest the policy date. This age is stated on the Policy Data page. The insured's attained age is the insurance age plus the number of policy years completed since the policy date.

### **Policy Date**

The policy date is stated on Policy Data page. Policy years, policy months, and policy anniversaries are measured from the policy date.

### **Issue Date**

The issue date is stated on the Policy Data page. This is the date this policy is issued at our Customer Service Office.

### **Incontestability**

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

If this policy is reinstated, as provided in "Reinstatement" provision, statements made in the reinstatement application will be incontestable after the reinstated policy has been in force during the insured's lifetime for 2 years from the reinstatement date.

### **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:

- the premiums paid; or
- the basic policy's cash value,

with adjustments for loans and dividends.

**Deferment**

We may defer payment for up to 6 months from the date we receive your proper written request at our Customer Service Office:

- for making any loan, other than a loan to pay premiums;
- for payment of this policy's cash surrender value.

If payment of the cash surrender value is deferred 30 days or more, we will pay interest at a yearly rate of 4% for the deferment period.

**Annual Report**

We will provide a written statement to you once each year, except if this policy is being continued as extended term insurance. This report will show the benefits and values provided under this policy.

**Policy Changes**

The plan or amount of insurance, or both, may be changed with our approval. Any change is subject to our published change and underwriting rules. If a decrease in face amount causes the new amount to fall below the minimum amount for the insured's current premium class, we will change the premium class to the next best available class.

**Communications with us**

Please include the policy number, the full name of the owner and the insured, and the owner's current address in all correspondence with us.

**Payments by Guardian**

All sums payable by us are payable at our Customer Service Office.

**Voting**

The owner has the right to vote in Guardian's annual election of Directors. For more information, write to the Secretary at: 7 Hanover Square, New York, New York 10004.

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**Whole Life Insurance Policy**

- Death Proceeds payable at death of insured if policy is in force
- Premiums payable until end of premium period shown on Policy Data page
- Participating - Annual dividends payable if earned

# PAID-UP ADDITIONAL WHOLE LIFE INSURANCE RIDER

While this rider is in force, the owner may purchase Paid-Up Additions, in accordance with the provisions below.

## Definitions

Additional terms, not explained here, are defined in the basic policy.

**Paid-Up Addition (PUA):** Paid-up participating whole life insurance on the insured's life purchased under this rider. Any Paid-Up Additions in force at the insured's death will be included in the death proceeds of the policy.

**Scheduled PUA Payment:** A payment which is made as part of a planned arrangement established to purchase Paid-Up Additions under this rider as of each premium due date.

**Unscheduled PUA Payment:** An unplanned payment made to purchase Paid-Up Additions under this rider.

**Initial PUA Payment:** A PUA payment elected on the application and which is received within 60 days of the date of issue of this policy.

## Paid-Up Additions Payments

The owner may purchase Paid-Up Additions under this rider using Scheduled PUA Payments and/or Unscheduled PUA Payments. The new Paid-Up Additions will take effect on the business day on which Guardian receives the PUA payment at its Customer Service Office. However, any Paid-Up Addition purchased as the result of an Initial PUA Payment will take effect on the Policy Date. The insured must be alive and the policy must be in effect on the date Guardian receives a PUA payment for a purchase to be made. If this is not the case, the PUA payment will be refunded with no Paid-Up Additions being purchased.

Unscheduled PUA Payments can be made at any time while this rider is in effect subject to the PUA Payment Limits described in this rider.

Each Scheduled PUA Payment must be made within 30 days of its due date. If such payment is not received within 30 days, the Scheduled PUA Payment arrangement will end.

If a Scheduled PUA Payment is received which is less than the Scheduled PUA Payment amount, the amount remitted will be applied as an Unscheduled PUA Payment and the Scheduled PUA Payment arrangement will end. If a Scheduled PUA Payment arrangement has ended, the rider will remain in force and Unscheduled PUA payments can continue to be made as long as the Minimum PUA Payment Limit has been met.

A Scheduled PUA Payment arrangement can be established, a terminated arrangement can be re-established, or an existing arrangement can be increased or decreased on any policy anniversary. This can be done without evidence of insurability provided the requested amount would not exceed the payment limits stated in this rider.

If a disability Waiver of Premium rider is attached to the policy and policy premiums are being waived under the terms of that rider, no PUA payments will be permitted under this rider while the policy premiums continue to be waived.

## Minimum PUA Payment Limit

Each Unscheduled PUA Payment, and the total of all Scheduled PUA payments, in a given policy year, must be at least \$100. If, on a policy anniversary, the total of all PUA payments made under this rider since the previous anniversary is not at least \$100, this rider will end as described in the "Termination" provision.

**Maximum PUA Payment Limit**

In any given policy year, the total of all PUA Payments, both scheduled and unscheduled, may not exceed the PUA Payment Limits shown on the Policy Data pages for the appropriate policy year.

However, no more PUA payments will be accepted if the total face amount of Paid-Up Additions (excluding dividend additions and Paid-Up Additions purchased as the result of an Initial PUA Payment) in force on the life of the insured exceeds \$2 million, plus the amount of any target face amount associated with any one year term insurance with target face amount rider under this policy.

Guardian may agree to accept payments which exceed these limits. However, the excess payments will be subject to evidence of insurability. For any payment which requires evidence of insurability, new suicide and incontestability periods will begin on the date Guardian receives such payment for the amount of insurance purchased by the excess payment.

**Face Amount of Paid-Up Additions**

Guardian will retain 5% from each PUA payment as a service fee. The balance of the payment will then be applied to purchase Paid-Up Additions. The face amount of the Paid-Up Additions purchased is equal to the amount of the PUA payment (less the service fee) divided by the appropriate net single premium per \$1.00 of the Paid-Up Addition as of the business day Guardian receives the PUA payment. However for any Initial PUA Payment, the net single premium as of the Policy Date will be used. A Table of Net Single Premiums for each policy anniversary is shown on the Policy Data pages.

**Waiver of Specified Amount Benefit**

The Waiver of Specified Amount is an optional benefit under this rider. Under this benefit, if the insured becomes totally disabled as defined in the Waiver of Premium rider attached to this policy, Guardian will apply a specified amount to purchase Paid-Up Additions on each premium due date as described below.

The following conditions must be met for this benefit to be applicable.

- The Waiver of Premium rider attached to this policy must be in effect on the date policy premiums begin to be waived under that rider.
- A Scheduled PUA Payment arrangement must be in effect on the date premiums begin to be waived under the Waiver of Premium rider attached to this policy.
- The Waiver of Specified Amount benefit must be in effect on the date premiums begin to be waived under the Waiver of Premium rider attached to this policy.

The specified amount is selected by the owner and the initial specified amount is shown on the Policy Data page. If the owner requests a reduction in the Scheduled PUA Payment amount, as described in this rider, to an amount which is less than the specified amount, the specified amount will be reduced to equal the new Scheduled PUA Payment amount. The owner may request an increase or decrease to the specified amount on any policy anniversary. Evidence of insurability will be required for any increase in the specified amount requested by the owner. The specified amount will never exceed the Scheduled PUA Payment amount. The specified amount in effect on the date policy premiums begin to be waived (less the service fee) will be the amount that is applied to purchase Paid-Up Additions.

In order for this benefit to apply, any Scheduled PUA Payments falling due during the period from the date of the onset of total disability (as defined in the Waiver of Premium rider) to the date policy premiums begin to be waived must be paid by the owner. Once policy premiums begin to be waived, an amount equal to the specified amount in effect at that time (less the service fee) will be refunded for each Scheduled PUA Payment paid during this period. No Unscheduled PUA Payments will be refunded.

There is a charge for this benefit which is shown on the Policy Data pages. If the specified amount changes, a policy change endorsement will be issued which shows the new amount and the new charge. This charge is payable on the due date of each Scheduled PUA Payment. If this charge is not paid, the Waiver of Specified Amount benefit will end. The Waiver of Specified Benefit will also end when the Waiver of Premium rider attached to this policy ends.

**Values**

The Paid-Up Additions purchased under this rider have a cash value. This cash value will be included in the policy's cash surrender value and loan value. However, Paid-Up Additions have no loan value during the first policy year. This rider's Table of Net Single Premiums and Guaranteed Cash Values shows the guaranteed cash value per \$1,000 of face amount of Paid-Up Additions.

All or part of the cash value of any Paid-Up Additions in force may be surrendered for their cash surrender value at any time. The cash surrender value of any Paid-Up Additions is equal to the cash value of the Paid-Up Additions, less any outstanding policy loans allocated to this rider.

The cash surrender value used to purchase extended term insurance or reduced paid-up insurance, as described in the "Guaranteed Policy Values" provision of the basic policy, will include the cash surrender value of any Paid-Up Additions in force under this rider. Once so applied, the face amount of the Paid-up Additions will no longer be in effect.

The face amount of any Paid-Up Additions purchased under this rider will be included in the amount of any extended term insurance available under the basic policy's "Guaranteed Policy Values" provision. The period of extended term insurance also will increase, unless there is a policy loan.

Upon the owner's request, Guardian will provide the current period of extended term insurance available under the basic policy and this rider.

**Basis of Values**

The cash values and net single premiums for Paid-Up Additions purchased under this rider are based on the interest rate and mortality table stated in the policy.

All rider 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.

**Dividends**

Any Paid-Up Additions purchased under this rider will share in Guardian's divisible surplus. It is not expected that there will be any dividend before the second policy anniversary.

**Reinstatement**

If this rider is reinstated, new Paid-Up Additions can be purchased only as of the date which is on or after the date of reinstatement. Evidence of insurability will be required for any such reinstatement and a new Incontestability period will apply beginning on the date of reinstatement. Reinstatement is not permitted after the date that no more premiums are due for the basic policy as shown on the Policy Data page.

**The Contract**

This rider is:

- issued in consideration of the application for insurance;
- attached to the policy and is part of the entire contract as defined in the policy;
- subject to all applicable provisions of the policy.

**Issue Date**

This rider and the policy have the same issue date, unless the rider is added to a policy which is already in force. In this case, the date of issue of this rider will be shown in a policy change endorsement which is put in the policy.

**Incontestability**

This rider and any new insurance which does not exceed the limitations specified in this rider will be incontestable after it has been in force during the insured's lifetime for 2 years from its issue date.

**Suicide Exclusion**

If the insured dies in the manner and during the period stated in the "Suicide Exclusion" provision of the basic policy, Guardian's liability will be limited to the amount of purchase payments made under this rider. However, in the event this rider is added to a policy which is already in force, the period will begin instead on the issue date of this rider.

**Termination**

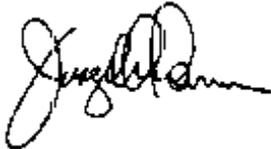
This rider will terminate on a policy anniversary if the Minimum PUA Payment Limit has not been met, unless payments for the policy are being waived on account of total disability.

This rider will also terminate:

- if the basic policy terminates; or
- if a policy value option is elected; or
- if it is surrendered for its cash surrender value; or
- at age 121; or
- as of the date of default, if any premium for this policy is in default beyond the end of its grace period; or
- on the policy anniversary on or after receipt at Guardian's home office of the owner's written request for termination. This rider must be sent to the home office for cancellation.

If you elect to terminate this rider without surrendering it, or if the rider ends because the Minimum PUA Payment Limit was not met, this will not affect any Paid-Up Additions then in force under this rider.

**The Guardian Life Insurance Company of America**



**Secretary**

## GUARANTEED PURCHASE OPTION RIDER

On the Option Date, provided this policy and this rider are in force, you may purchase additional insurance on the insured's life without evidence of insurability, subject to the conditions stated below. The Option Date will be the 10<sup>th</sup> policy anniversary.

### Exercising This Rider

You may purchase a new policy without evidence of insurability subject to the following conditions:

- Written application satisfactory to us, and the first premium for the new policy, must be received at our Customer Service Office within 30 days before and 90 days after the Option Date. The right to exercise this rider ends 90 days after the Option Date.
- This policy must be in force on the Option Date, with all premiums paid.

### New Policy

- The maximum face amount of the new policy that can be purchased under this rider is the Option Amount shown on page 3 of this policy.
- The policy date of the new policy will be the Option Date.
- The new policy will take effect on the new policy date only if the insured is then living.
- The new policy will be a level premium, whole life plan being issued by Guardian on the new policy's policy date. The new policy will be subject to any risk limitations on this policy.
- Premiums for the new policy will be based on our published rates on the new policy's policy date. The premiums will depend on the new policy's plan, face amount, and premium class, and the insured's attained age and sex, if applicable. The new policy's premium class will be based on the premium classes made available for the new policy at the time it is issued, and will be the premium class most comparable to the premium class of this policy.
- The new policy will be subject to any issue age and face amount limitations then in effect for such policy.
- There will be no "Suicide Exclusion" period on the new policy.
- There will be no "Incontestability" period on the new policy unless the original policy had lapsed and was subsequently reinstated. In this case, the "Incontestability" period will be measured from the date of reinstatement and will be based solely on statements and representations made in the reinstatement application.
- If this policy includes a Waiver of Premium rider, then:
  - If the insured is not currently totally disabled (as defined in such rider) on the new policy's policy date, then the new policy can be issued with a Waiver of Premium rider without evidence of insurability provided the new policy is on a whole life plan with premiums payable to at least age 95.
  - If the insured is currently totally disabled (as defined in such rider) on the new policy's policy date, then we will waive premiums for the new policy in accordance with such rider, provided the new policy is on a plan of whole life insurance that we specifically make available in this situation. If you choose to have a different plan of insurance issued, the new policy will not contain a Waiver of Premium Rider.

Other additional benefit riders will be available with the new policy only with receipt of satisfactory evidence of insurability. All riders on the new policy will be subject to the rules on the new policy date. If applicable, "Incontestability" and "Suicide Exclusion" periods will apply to any new rider

included when the new policy is issued. If this policy does not include a Waiver of Premium rider, it may be added on the new policy subject to evidence of insurability.

### **Automatic Term Insurance**

We will automatically provide term insurance on the insured's life beginning on the Option Date for a period of 90 days. The amount of term insurance will be equal to the maximum face amount of the new policy that could be purchased on the Option Date.

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
- on or within 90 days after the Option Date.

This automatic term insurance ends if and when the owner elects to exercise this rider and purchases a new whole life policy as of the Option Date. Under no circumstances will this automatic term insurance be in effect while a new policy purchased under this rider is in effect.

### **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 the policy; and is part of the entire contract as defined in 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 this rider is exercised; or
- 90 days after the Option Date; or
- as of the date of default, if any premium for this policy or this rider is in default beyond the end of its grace period; or
- if this policy terminates; or
- if a policy value option is elected; 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 Life Insurance Company of America**



**Secretary**

SERFF Tracking Number: GARD-126173230 State: Arkansas  
 Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 42646  
 Company Tracking Number: L-10  
 TOI: L07I Individual Life - Whole Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single Life  
 Product Name: Ten Pay Whole Life Plan  
 Project Name/Number: CSO 2001 Whole Life/L-10

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachment:</b> Readability.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application		
<b>Comments:</b>		
<b>Attachment:</b> L-AP-2004.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Appendix A		
<b>Comments:</b>		
<b>Attachment:</b> AR Appendix A.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Statement of Variability		
<b>Comments:</b>		
<b>Attachment:</b> Statement of Variability for 09-L10 WL AR.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>

SERFF Tracking Number: GARD-126173230 State: Arkansas  
Filing Company: The Guardian Life Insurance Company of State Tracking Number: 42646  
America  
Company Tracking Number: L-10  
TOI: L07I Individual Life - Whole Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single  
Life  
Product Name: Ten Pay Whole Life Plan  
Project Name/Number: CSO 2001 Whole Life/L-10

**Satisfied - Item:** Certification

**Comments:**

**Attachments:**

Actuarial Cert.pdf

Reserves Actuarial Cert.pdf

**Item Status:**

**Status**

**Date:**

**Satisfied - Item:** Compliance Certification

**Comments:**

**Attachment:**

Certif of Compliance with Rule 19.pdf



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

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

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

<b>Form Title</b>	<b>Form Number</b>	<b>Flesch Score</b>
Whole Life Insurance Policy	09-L10 WL AR	52.1
Guaranteed Purchase Option Rider	09-GIO L10	45
Paid-Up Additional Whole Life Insurance Rider	09-LPUA	45

Name: John J. Monahan  
Title: Director, Individual Markets Compliance  
Date: June 5, 2008



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 \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_
- b. Social Security # \_\_\_\_\_
- c. Sex  Male  Female
- d. Date of Birth (mm/dd/yyyy) \_\_\_\_\_
- e. Place of Birth \_\_\_\_\_
- 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 \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- i. How long at this address? \_\_\_\_\_
- j. Home phone \_\_\_\_\_
- 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 \_\_\_\_\_  a.m.  p.m.

**2. Employment Information**

- a. Name of Employer \_\_\_\_\_
- b. Address \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- Business Phone \_\_\_\_\_ Business Web Site \_\_\_\_\_
- c. If address is P.O. Box, include street address as well:
- Address \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- d. Occupation \_\_\_\_\_
- e. Job Title \_\_\_\_\_
- f. Nature of Business \_\_\_\_\_
- g. How many years employed? \_\_\_\_\_ *(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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 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"):

- |  |  |  |  |   |
|--|--|--|--|---|
| <input type="checkbox"/> Buy-Sell        | <input type="checkbox"/> Deferred Compensation | <input type="checkbox"/> Charitable Planning | <input type="checkbox"/> Family Income | <input type="checkbox"/> Mortgage               |
| <input type="checkbox"/> Key Person      | <input type="checkbox"/> Split Dollar          | <input type="checkbox"/> Estate Planning     | <input type="checkbox"/> Retirement    | <input type="checkbox"/> Spouse/Child Insurance |
| <input type="checkbox"/> Executive Bonus | <input type="checkbox"/> Collateral for Debt   | <input type="checkbox"/> Wealth Accumulation | <input type="checkbox"/> Education     | <input type="checkbox"/> 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 \$ \_\_\_\_\_ b. Total Liabilities \$ \_\_\_\_\_ c. Net Worth \$ \_\_\_\_\_
- d. Earned Income \$ \_\_\_\_\_ 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 \_\_\_\_\_ Base Policy Face Amount \$ \_\_\_\_\_

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: \$ \_\_\_\_\_
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
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.)
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? \_\_\_\_\_
- 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 \$ \_\_\_\_\_ for proposed life insurance in the amount of \$ \_\_\_\_\_ 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**

<u>Name of Company</u>	<u>Year Issued</u>	<u>Amount</u>	<u>Personal or Business</u>	<u>Accidental Death Amt</u>	<u>Waiver of Premium</u>	<u>GIO Amt</u>
_____	_____	_____	<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**

<u>Name of Company</u>	<u>Year Issued</u>	<u>Waiver of Premium</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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 type="checkbox"/> |
| b. Do you intend to reside or travel outside of the U.S.?.....   | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Do you drive a motor vehicle? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| Driver's License State _____ Driver's License # _____  |                          |                          |
| 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 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 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 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 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 type="checkbox"/> |
| i. Have you smoked cigarettes in the past 24 months?..... (If you have quit, date last used: _____)  | <input type="checkbox"/> | <input 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 type="checkbox"/> |
| k. Do you currently use a nicotine patch or nicotine gum?.....   | <input type="checkbox"/> | <input 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 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: \_\_\_\_\_ on \_\_\_\_\_  
City and State mm/dd/yyyy

\_\_\_\_\_  
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).

\_\_\_\_\_  
Signature of Licensed Agent

\_\_\_\_\_  
License Number(s)

\_\_\_\_\_  
Agent's Name

\_\_\_\_\_  
State(s) where licensed



Appendix A  
State of Arkansas

Rider Forms To Be Used with New Ten Pay Whole Life Plan

The following previously approved rider forms will be made available with our new Ten Pay Whole Life plan.

<b>Rider Form Number</b>	<b>Description</b>	<b>Approval Date</b>
86-R1	Accidental Death Benefit Rider	11/4/1985
01-R2*	Waiver of Premium Rider	9/12/2001
01-R17	Applicant's Waiver of Premium Rider	9/12/2001
01-R111	Accelerated Benefit Rider	6/26/2001
97-R112	Simplified Insurability Rider	7/24/1997
91-R110	Amendment to Owner Provision	9/16/1991
06-R66	Yearly Renewable Term Life Insurance Rider	5/12/2006
06-R93	One Year Term Insurance Rider with Target Face Amount	5/12/2006
06-R137	One Year Term Insurance Rider with Increasing Target Face Amount	5/12/2006
96-R61	Exchange of Insureds Rider	4/5/1996
86-R45	One Year Term Addition Rider	3/24/1986
86-R68	One Year Term Addition Rider	3/24/1986

\* For the L10 plan of insurance, the issue ages for the Waiver of Premium rider will be 5-55.

# The Guardian Life Insurance Company of America

## Statement of Variability for Filing of Policy Form 09-L10 WL \*

\*NOTE: This document will refer to the form number shown above, which is the generic form number for this Whole 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-L10 WL 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, within a specified range without requiring the policy form to be re-approved by your state.

In addition, since 2 new rider forms are being submitted for approval, this Statement of Variability addresses those variable fields that appear on our Policy Data pages when either of these riders is included in the policy.

The table below discusses and explains the variables in policy form 09-L10 WL in detail.

<b>Variable</b>	<b>Description</b>	<b>Range of Data, if applicable, or explanation of data</b>
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.
Variable 3	Sex of Insured	This will be the insured's gender. Therefore, the value will be either "male" or "female".
Variable 4	Face Amount	This is the base policy face amount. The minimum amount is \$25,000. 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 premiums and values for the policy, and the expiry dates for certain riders.
Variable 8		Variable 8 will not be used with this policy.
Variable 9	Premium Class	This is the risk class of the insured based on the underwriting process. The possible classes are "Preferred Plus NT, Preferred NT, Non-Smoker, Standard, Substandard Class X Smoker and Substandard Class X Non-Smoker, where X is either 1, 2, 3, 4, 6, 8, 10, 12 or 16.
Variable 10	Owner	This is the name of the policyowner.
Variable 11	Beneficiary	This is the name of the beneficiary elected in the initial application, and the relationship of that beneficiary to the insured.
Variable 12	Basic Policy Premium	This is the annual premium for the base policy. The premiums for the policy are based on premium rates per \$1,000 that range between \$7.69 and \$274.23.
Variable 13		Variable 13 will not be used with this policy.
Variable 14	Total Initial Annual Premium	This is the sum of the base policy premium and the premiums for rider benefits. It is the amount the owner will need to pay in the first policy year to keep the policy and all elected supplementary benefits in force.
Variable 15	Loan Date	The loan interest rate for these Whole Life policies decreases from 8% to 5% after 20 years, or at age 65 if earlier. This variable shows the actual date the rate will change.
Variable 16	Customer Service Office	This is the address and telephone number of our Customer Service Office. If we change the location or telephone number of the Customer Service Office, we would like to be able to modify the policy without refiling.
Variable 17	Cash Values	These are the guaranteed cash values (per \$1,000) for the first 20 policy years, and at select attained ages.
Variable 18	Paid-up Nonforfeiture	These are the guaranteed reduced paid-up insurance amounts (per \$1,000) that would apply if the RPU nonforfeiture option takes effect.
Variable 19	Extended Term	This is the length of the extended term period if the ETI nonforfeiture

		option takes effect. These are based on the guaranteed cash values.
Variable 20	Cash Value Factors	The cash value of the policy is defined in terms of present value of future benefits minus present value of the cash value factors shown here. There will be one factor all years.
Variable 21		Variable 21 will not be used with this policy.
Variable 22	Policy Paid-Up language	In this section we usually show or repeat the cash value, reduced paid-up value and extended term value for attained ages 55, 60 and 65. For the L10 plan, the premium is payable for 10 years only at which time the policy is fully paid-up. Therefore, what actually appears here depends on the insured's issue age. We will either show "Policy Paid-Up", or we will show the appropriate nonforfeiture values. For example, if the insured is age 35 at issue, then we will show "Policy Paid-up" in the Reduced Paid-up and Extended Term columns since those nonforfeiture options no longer apply at ages 55, 60 and 65 because the policy will already be fully paid-up under the terms of the contract.

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

Variable 23	Guaranteed Purchase Option Rider Premium	This is the annual premium for the Guaranteed Purchase Option Rider. The rider premium is a rate per \$1,000 times the chosen Option Amount divided by 1,000. The rates per \$1,000 vary by issue age, sex and smoker/nonsmoker. The minimum is 0.10 per 1,000 and the maximum is 3.18 per 1,000.
Variable 24	Guaranteed Purchase Option Rider Option Amount	This is the Option Amount for the Guaranteed Purchase Option Rider selected by the owner on the application. The minimum Option Amount is \$25,000 and the maximum is the lesser of the face amount of the base policy or \$250,000.
Variable 25		Variable 25 will not be used with this policy.
Variable 26	Initial Scheduled PUA Payment	This is the initial scheduled PUA payment that may be elected on the application for the PUA rider. Setting up a scheduled PUA payment arrangement is at the option of the policyholder. If they elect to do so, the minimum payment is \$100 annually and the maximum is as described in Variable 29.
Variable 27	Initial PUA Premium	If the owner has elected to make an initial non-recurring premium into the PUA rider, the amount is shown here. The minimum amount is \$100 and the maximum is as described in Variable 28.
Variable 28	Initial PUA Payment Limit	An initial PUA payment is one that is made within 60 days after the policy is issued. There is a maximum limit on the amount we will accept as an initial PUA payment and this limit is shown here. The maximum is the lesser of 10 times the non-rated base policy premium or \$1,000,000. So this limit varies between \$1,922.50 and \$1,000,000.
Variable 29	Total annual PUA payment for policy years 1-10	The annual amount that can be paid into the PUA rider cannot exceed certain maximum amounts that are stated here. In the 1 <sup>st</sup> year and in renewal years up to and including the earlier of age 75 or the 10 <sup>th</sup> policy year, the maximum annual PUA payment is the lesser of 3 times the annual non-rated base policy premium or \$500,000. So this value ranges between \$576.75 and \$500,000.
Variable 30	Total annual PUA payment for policy years after the 10 <sup>th</sup> policy year	The annual amount that can be paid into the PUA rider cannot exceed certain maximum amounts that are stated here. Starting at the earlier of age 76 or the 11 <sup>th</sup> policy year, the maximum annual PUA payment is the lesser of 1 times the annual non-rated base policy premium or \$500,000. So this value ranges between \$192.25 and \$500,000.
Variable 31	Policy Year for the Paid-Up Additional Whole Life Insurance Rider	This table shows net single premiums and guaranteed cash values for the PUA rider. The number of policy years shown in the table is a function of the insured's issue age. The number of years shown will be 121 minus the insured's issue age and so we will show between 46 and 121 years here.
Variable 32	Beginning of Year, Net Single Premium for the Paid-Up Additional Whole Life Insurance Rider	The net single premiums are based on a rate per \$1,000 that ranges from \$53.37 - \$980.63 and vary by attained age and sex. However, on the sample Data Pages, the new single premiums are shown on a per \$1 basis.

Variable 33	End of Year, Cash or Loan Value for the Paid-Up Additional Whole Life Insurance Rider	The cash or loan values are based on a rate per \$1,000 that ranges from \$55.05 - \$1000.00 and vary by attained age and sex.
Variable 34	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. However, this will never be less than 10 days.

## POLICY DATA

INSURED	[Variable 1]	[Variable 2] [Variable 3]	AGE AND SEX
FACE AMOUNT	[Variable 4]	[Variable 5]	POLICY NUMBER
ISSUE DATE	[Variable 6]	[Variable 7]	POLICY DATE
PLAN OF INSURANCE	TEN PAY WHOLE LIFE	[Variable 9]	PREMIUM CLASS
OWNER	[Variable 10]		
BENEFICIARY	[Variable 11]		

## BENEFITS AND PREMIUMS

	ANNUAL PREMIUM	POLICY YEARS PAYABLE
BASIC POLICY	[\$Variable 12]	1 through 10
GUARANTEED PURCHASE OPTION RIDER OPTION AMOUNT: \$[Variable 24]	[\$Variable 23]	1 through 10
PAID-UP ADDITIONAL WHOLE LIFE INSURANCE RIDER (SEE TABLE OF NET SINGLE PREMIUMS AND CASH VALUES FOR FURTHER INFORMATION ON THIS RIDER)		
INITIAL SCHEDULED PUA PAYMENT	\$[Variable 26]*	
INITIAL UNSCHEDULED PUA PAYMENT	\$[Variable 27]	
THE INITIAL PUA PAYMENT LIMIT IS \$[Variable 28]. AFTER ISSUE, THE FOLLOWING ARE THE TOTAL ANNUAL PUA PAYMENT LIMITS FOR ALL RIDERS ATTACHED TO THIS POLICY WHICH PROVIDE FOR THE PURCHASE OF PAID-UP ADDITIONS:		
POLICY YEARS 1-10:	\$[Variable 29]	
POLICY YEARS 11+:	\$[Variable 30]	
TOTAL INITIAL ANNUAL PREMIUM	\$[ Variable 14]	

\* THESE PAYMENTS ARE NOT REQUIRED TO KEEP THE INSURANCE UNDER THIS POLICY IN FORCE. PLEASE SEE RIDER FORM FOR MORE DETAILS.

THE MORTALITY TABLE REFERRED TO IN THE BASIS OF VALUES PROVISION IS THE COMPOSITE COMMISSIONERS' 2001 STANDARD ORDINARY MORTALITY TABLE, AGE NEAREST BIRTHDAY, WITH CONTINUOUS FUNCTIONS. THE INTEREST RATE REFERRED TO IN THE BASIS OF VALUES PROVISION IS 4%.

LOANS BEAR INTEREST AT A YEARLY RATE OF 8%, PAYABLE IN ADVANCE AT A RATE OF 7.407%. THE YEARLY LOAN INTEREST RATE CHANGES TO 5%, PAYABLE IN ADVANCE AT A RATE OF 4.7619%, BEGINNING ON [Variable 15].

## POLICY DATA

PREMIUMS FOR THIS POLICY ARE DUE AND PAYABLE IN ALL YEARS SHOWN IN THE "POLICY YEARS PAYABLE" COLUMN ABOVE. YOU MAY HAVE RECEIVED A SALES ILLUSTRATION WHICH SHOWS DIVIDENDS APPLIED TO REDUCE THE NUMBER OF PREMIUMS PAYABLE IN CASH. HOWEVER, DIVIDENDS ARE NOT GUARANTEED AND WE HAVE THE RIGHT TO CHANGE THEM ANNUALLY. A REDUCTION IN THE AMOUNT OF ANY DIVIDENDS CREDITED TO THIS POLICY MAY RESULT IN THE NEED TO PAY MORE PREMIUMS THAN WERE SHOWN ON A SALES ILLUSTRATION.

TO OBTAIN INFORMATION ABOUT THE COVERAGE PROVIDED UNDER YOUR POLICY, CALL THE AGENT THROUGH WHOM IT WAS PURCHASED OR CONTACT OUR CUSTOMER SERVICE OFFICE AT:

CUSTOMER SERVICE OFFICE  
[Variable 16]

## TABLE OF VALUES

END OF POLICY YEAR	CASH OR LOAN VALUE +	PARTICIPATING REDUCED PAID-UP INSURANCE +	EXTENDED TERM INSURANCE YEARS            DAYS
1	[Variable 17]	[Variable 18]	[Variable 19]
2	[Variable 17]	[Variable 18]	[Variable 19]
3	[Variable 17]	[Variable 18]	[Variable 19]
4	[Variable 17]	[Variable 18]	[Variable 19]
5	[Variable 17]	[Variable 18]	[Variable 19]
6	[Variable 17]	[Variable 18]	[Variable 19]
7	[Variable 17]	[Variable 18]	[Variable 19]
8	[Variable 17]	[Variable 18]	[Variable 19]
9	[Variable 17]	[Variable 18]	[Variable 19]
10	[Variable 17]		POLICY PAID-UP
11	[Variable 17]		
12	[Variable 17]		
13	[Variable 17]		
14	[Variable 17]		
15	[Variable 17]		
16	[Variable 17]		
17	[Variable 17]		
18	[Variable 17]		
19	[Variable 17]		
20	[Variable 17]		
ATTAINED AGE 55	[Variable 17]		[Variable 22]
ATTAINED AGE 60	[Variable 17]		[Variable 22]
ATTAINED AGE 65	[Variable 17]		[Variable 22]

CASH VALUE FACTOR                      FOR POLICY YEARS

[Variable 20]                                      [Variable 20]

+            FOR EACH \$1,000 OF FACE AMOUNT OF THE BASIC POLICY

THE USE OF THE CASH VALUE FACTOR(S) SHOWN ABOVE IS DESCRIBED IN THE "CASH VALUE" PROVISION OF THIS POLICY.

VALUES FOR POLICY YEARS NOT SHOWN WILL BE COMPUTED ON THE BASIS STATED IN THIS POLICY AND WILL BE FURNISHED UPON REQUEST.

THE CASH VALUES SHOWN ABOVE ARE GUARANTEED. THEY ARE BASED ON AN ANNUAL INTEREST RATE 4%. ALL VALUES ON THIS PAGE ARE COMPUTED ON THE ASSUMPTION THAT ALL PREMIUMS TO THE END OF THE POLICY YEARS SHOWN HAVE BEEN PAID AND THAT THERE ARE NO DIVIDENDS OR LOANS.

CASH VALUES WHICH DEPEND ON DIVIDENDS MAY HAVE BEEN SHOWN IN AN ILLUSTRATION PRESENTED DURING THE SALE OF THIS POLICY. CASH VALUES WHICH DEPEND ON DIVIDENDS ARE NOT GUARANTEED. A REDUCTION IN THE AMOUNT OF ANY DIVIDEND CREDITED TO THIS POLICY MAY RESULT IN LOWER NON-GUARANTEED CASH VALUES THAN WERE SHOWN ON ANY SALES ILLUSTRATION.

THE PERIOD OF EXTENDED TERM INSURANCE IS THE SAME FOR ANY FACE AMOUNT.





Insured	[Variable 1]	[Variable 2] [Variable 3]	Age and Sex
Face Amount	[Variable 4]	[Variable 5]	Policy Number
Plan of Insurance	TEN PAY WHOLE LIFE POLICY	[Variable 7] [Variable 6]	Policy Date Issue Date
		[Variable 9]	Premium Class



**The Guardian  
Life Insurance Company  
Of America**

**A Mutual Company  
Established 1860**

**Read this policy carefully. This policy is a legal contract between the owner and The Guardian Life Insurance Company of America (Guardian).**

Guardian will pay the death proceeds to the beneficiary upon receipt at our Customer Service Office of due proof that the insured died while the policy was in force. The entire contract consists of the basic policy and any attached additional benefit riders, endorsements and application(s). This policy is issued by Guardian at its home office at 7 Hanover Square, New York, New York 10004, on the issue date. However, all correspondence should be sent to our Customer Service Office shown on the Policy Data page.

**President**

**Secretary**

**Free Look Period**

The owner has the right to examine this policy and return it for cancellation to Guardian's Customer Service Office or to any agent or agency within [Variable 34] days after receiving it; this is the free look period. 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 cancelled during this period, Guardian will refund all premiums paid. The policy will be void from the beginning.

**Whole Life Insurance Policy**

- Death Proceeds payable at death of insured if policy is in force
- Premiums payable until end of premium period shown on Policy Data page
- Participating - Annual dividends payable if earned



STATE OF ARKANSAS

ACTUARIAL CERTIFICATION

The Guardian Life Insurance Company of America does hereby certify that its  
Form Nos.: 09-L10 WL AR, 09-GIO L10, 09-LPUA is in compliance with  
Section 7 (Nonforfeiture) 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.

Andrew Gordon, FSA, MAAA  
Associate Actuary  
Date June 5, 2009



STATE OF ARKANSAS

ACTUARIAL CERTIFICATION

The Guardian Life Insurance Company of America does hereby certify that its  
Form Nos.: 09-L10 WL AR, 09-GIO L10, 09-LPUA is in compliance with  
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  
Associate Actuary  
Date June 5, 2009



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

Insurer: The Guardian Life Insurance Company of America

Form Number(s): 09-L10 WL AR, 09-GIO L10, 09-LPUA

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

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Signature of Company Officer

John J. Monahan

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Name

Director

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Title

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Date June 5, 2009