

SERFF Tracking Number: GARD-126179248 State: Arkansas  
Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 42874  
Company Tracking Number: PT L-10  
TOI: L07I Individual Life - Whole Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single Life  
Product Name: PT Whole Life (PT L-10)  
Project Name/Number: CSO 2001 PT Whole Life/PT L-10

## Filing at a Glance

Company: The Guardian Life Insurance Company of America

Product Name: PT Whole Life (PT L-10)

SERFF Tr Num: GARD-126179248 State: Arkansas

TOI: L07I Individual Life - Whole

SERFF Status: Closed-Approved-Closed State Tr Num: 42874

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

Co Tr Num: PT 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: 07/20/2009

Date Submitted: 07/02/2009

Disposition Status: Approved-Closed

Implementation Date Requested: 09/03/2009

Implementation Date:

State Filing Description:

## General Information

Project Name: CSO 2001 PT Whole Life

Status of Filing in Domicile: Not Filed

Project Number: PT 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: 07/20/2009

Explanation for Other Group Market Type:

State Status Changed: 07/20/2009

Deemer Date:

Created By: Connie Gelfat

Submitted By: John Monahan

Corresponding Filing Tracking Number:

SERFF Tracking Number: GARD-126179248 State: Arkansas  
Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 42874  
Company Tracking Number: PT L-10  
TOI: L07I Individual Life - Whole Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single Life  
Product Name: PT Whole Life (PT L-10)  
Project Name/Number: CSO 2001 PT Whole Life/PT L-10

Filing Description:

The Guardian Life Insurance Company of America

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

New Plan of Insurance to be Available Under Whole Life Insurance Policy Form 09-L10 PTWL AR

We are enclosing for your review and approval a new individual whole life policy form. This form does not replace any form previously approved by your Department. We plan on introducing this form on September 3, 2009.

09-L10 PTWL 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. This form is a sex-neutral policy which will be available in connection with "Norris" related Pension Trust and tax-qualified plans. All premiums, cash values, etc. are sex-neutral; the policy references the gender of the insured on the Policy Data page for identification purposes only. The Ten Pay Whole Life (PTL10) 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 for this new plan, which we call Ten Pay Whole Life, are 15-75, though only our Non-Smoker class is issued below age 20.

This policy will be fully underwritten and previously approved application form PT-AP-2000.18 will be used to apply for the PTL10 plan. This application was approved by your Department on 2/25/2000. 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.

Rider form 09-LPUA, entitled "Paid-Up Additional Whole Life Insurance Rider, which was approved on 6/15/2009 (Dept File # GARD-126173230), will also be available with this plan of insurance. While no change is necessary to make the rider sex-neutral, we are enclosing an actuarial memorandum with the correct the unisex nonforfeiture information so it is on file with your Department.

We are also enclosing nonforfeiture memoranda and reserve memoranda for the new policy and a Statement of Variability that describes the areas of the policy that we would like to be considered as variable.

SERFF Tracking Number: GARD-126179248 State: Arkansas  
Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 42874  
Company Tracking Number: PT L-10  
TOI: L07I Individual Life - Whole Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single Life  
Product Name: PT Whole Life (PT L-10)  
Project Name/Number: CSO 2001 PT Whole Life/PT L-10

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.

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](mailto:jmonahan@glic.com).

Sincerely,

John Monahan, Director  
Individual Markets Compliance

## Company and Contact

### Filing Contact Information

Monica Wilson, Specialist [mwilson@glic.com](mailto:mwilson@glic.com)  
7 Hanover Square 212-598-1684 [Phone]  
H 25 A 212-919-2592 [FAX]  
New York, NY 10004

### 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: per form  
Per Company: No

SERFF Tracking Number: GARD-126179248 State: Arkansas  
Filing Company: The Guardian Life Insurance Company of State Tracking Number: 42874  
America  
Company Tracking Number: PT L-10  
TOI: L07I Individual Life - Whole Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single  
Life  
Product Name: PT Whole Life (PT L-10)  
Project Name/Number: CSO 2001 PT Whole Life/PT L-10

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Life Insurance Company of America	\$50.00	07/02/2009	28943931

SERFF Tracking Number: GARD-126179248 State: Arkansas  
Filing Company: The Guardian Life Insurance Company of State Tracking Number: 42874  
America  
Company Tracking Number: PT L-10  
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single  
Life  
Product Name: PT Whole Life (PT L-10)  
Project Name/Number: CSO 2001 PT Whole Life/PT L-10

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	07/20/2009	07/20/2009

*SERFF Tracking Number:* GARD-126179248      *State:* Arkansas  
*Filing Company:* The Guardian Life Insurance Company of      *State Tracking Number:* 42874  
America  
*Company Tracking Number:* PT L-10  
*TOI:* L07I Individual Life - Whole      *Sub-TOI:* L07I.101 Fixed/Indeterminate Premium - Single  
Life  
*Product Name:* PT Whole Life (PT L-10)  
*Project Name/Number:* CSO 2001 PT Whole Life/PT L-10

## **Disposition**

Disposition Date: 07/20/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GARD-126179248 State: Arkansas  
 Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 42874  
 Company Tracking Number: PT L-10  
 TOI: L07I Individual Life - Whole Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single Life  
 Product Name: PT Whole Life (PT L-10)  
 Project Name/Number: CSO 2001 PT Whole Life/PT L-10

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Appendix A		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Certification		Yes
Supporting Document	Compliance Certification		Yes
Form	Whole Life Insurance policy		Yes

SERFF Tracking Number: GARD-126179248 State: Arkansas  
 Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 42874  
 Company Tracking Number: PT L-10  
 TOI: L07I Individual Life - Whole Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single Life  
 Product Name: PT Whole Life (PT L-10)  
 Project Name/Number: CSO 2001 PT Whole Life/PT L-10

## Form Schedule

**Lead Form Number: 09-L10 PTWL AR**

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	09-L10 PTWL AR		Policy/Cont Whole Life Insurance Initial ract/Fratern policy al Certificate			51.300	09-L10 PTWL AR.pdf

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

- Pension Trust Series
- 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	[ABC CORPORATION]		
BENEFICIARY	[ABC CORPORATION]		

## BENEFITS AND PREMIUMS

	ANNUAL PREMIUM	POLICY YEARS PAYABLE
BASIC POLICY	[\$7,117.50]	1 through 10
TOTAL INITIAL ANNUAL PREMIUM	[\$7,117.50]	

THE MORTALITY TABLE REFERRED TO IN THE BASIS OF VALUES PROVISION IS THE COMPOSITE COMMISSIONERS' 2001 COMPOSITE STANDARD ORDINARY (80) 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].

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	[10.88	[52	[8      [68
2	37.44	170	19      284
3	65.04	285	26      85
4	93.68	397	30      237
5	123.44	505	34      79
6	154.34	610	37      68
7	186.41	712	39      303
8	219.71	811	42      174
9	254.26	907]	45]      279]
10	290.10		
11	299.91		
12	309.97		
13	320.28		
14	330.91		
15	341.87		
16	353.13		
17	364.68		
18	376.48		
19	388.52		
20	400.76		
POLICY PAID-UP			
ATTAINED AGE 55	400.76		[POLICY PAID-UP]
ATTAINED AGE 60	464.79		[POLICY PAID-UP]
ATTAINED AGE 65	533.00]		[POLICY PAID-UP]

CASH VALUE FACTOR	FOR POLICY YEARS
[26.8191169]	[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.

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.

# 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.

We will deal with the owner according to the terms of this policy. We will not be bound by the provisions of any trust agreement. We will not be responsible for the actions of any trustee and will be fully discharged in making any payments to such trustee.

### **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 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	.257500
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. 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 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. There is no loan value during the first policy year. 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 during the lifetime of the insured and the insured's spouse and during the survivor's remaining lifetime. The guaranteed monthly payments shown in the Option 6 tables include interest at 3% a year. If the insured dies before the insured's spouse, the monthly payment for the remaining lifetime will be either:
  - one half the payment during the insured's lifetime if you elect Option 6a, or
  - 75% of the payment during the insured's lifetime if you elect Option 6b.

The Payment Option Tables are based on the Annuity 2000 Mortality Tables (female), projected 20 years to the year 2020 by 50% of female Scale G factors for females. Males and females have the same guaranteed annuity payout tables.

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

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

	Option 4	Option 5		Option 4	Option 5
<b>Age #</b>			<b>Age #</b>		
10	\$2.77	\$2.76	51	3.79	3.72
11	2.78	2.77	52	3.84	3.77
12	2.79	2.78	53	3.90	3.82
13	2.80	2.79	54	3.96	3.88
14	2.81	2.80	55	4.03	3.94
15	2.82	2.82	56	4.10	4.00
16	2.83	2.83	57	4.17	4.06
17	2.85	2.84	58	4.24	4.13
18	2.86	2.85	59	4.32	4.20
19	2.87	2.87	60	4.41	4.27
20	2.89	2.88	61	4.50	4.35
21	2.90	2.89	62	4.59	4.43
22	2.92	2.91	63	4.69	4.52
23	2.93	2.92	64	4.80	4.61
24	2.95	2.94	65	4.91	4.70
25	2.96	2.95	66	5.03	4.81
26	2.98	2.97	67	5.16	4.91
27	3.00	2.99	68	5.29	5.03
28	3.02	3.01	69	5.43	5.15
29	3.04	3.03	70	5.57	5.27
30	3.06	3.05	71	5.73	5.41
31	3.08	3.07	72	5.89	5.55
32	3.10	3.09	73	6.06	5.70
33	3.12	3.11	74	6.24	5.86
34	3.15	3.13	75	6.42	6.03
35	3.17	3.16	76	6.61	6.20
36	3.20	3.18	77	6.81	6.39
37	3.23	3.21	78	7.00	6.59
38	3.26	3.24	79	7.20	6.80
39	3.29	3.26	80	7.40	7.03
40	3.32	3.29	81	7.60	7.26
41	3.35	3.32	82	7.80	7.52
42	3.39	3.36	83	7.99	7.78
43	3.42	3.39	84	8.17	8.06
44	3.46	3.43	85	8.34	8.35
45	3.50	3.46	86	8.51	8.66
46	3.54	3.50	87	8.66	8.99
47	3.59	3.54	88	8.80	9.33
48	3.63	3.58	89	8.93	9.69
49	3.68	3.63	90	9.04	10.07
50	3.73	3.67			

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

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

Age of Spouse	Age of Insured									
	50	51	52	53	54	55	56	57	58	59
50	3.57	3.60	3.64	3.67	3.71	3.75	3.79	3.82	3.87	3.91
51	3.58	3.61	3.65	3.68	3.72	3.76	3.80	3.84	3.88	3.93
52	3.59	3.62	3.66	3.70	3.74	3.78	3.82	3.86	3.90	3.95
53	3.60	3.63	3.67	3.71	3.75	3.79	3.83	3.88	3.92	3.96
54	3.60	3.64	3.68	3.72	3.76	3.80	3.85	3.89	3.94	3.98
55	3.61	3.65	3.69	3.73	3.78	3.82	3.86	3.91	3.95	4.00
56	3.62	3.66	3.70	3.74	3.79	3.83	3.88	3.92	3.97	4.02
57	3.63	3.67	3.71	3.76	3.80	3.85	3.89	3.94	3.99	4.04
58	3.64	3.68	3.72	3.77	3.81	3.86	3.91	3.96	4.01	4.06
59	3.65	3.69	3.73	3.78	3.82	3.87	3.92	3.97	4.02	4.07
60	3.65	3.70	3.74	3.79	3.83	3.88	3.93	3.98	4.04	4.09
61	3.66	3.70	3.75	3.79	3.84	3.89	3.94	4.00	4.05	4.11
62	3.67	3.71	3.76	3.80	3.85	3.90	3.96	4.01	4.07	4.12
63	3.67	3.72	3.76	3.81	3.86	3.91	3.97	4.02	4.08	4.14
64	3.68	3.72	3.77	3.82	3.87	3.92	3.98	4.04	4.09	4.15
65	3.68	3.73	3.78	3.83	3.88	3.93	3.99	4.05	4.11	4.17
66	3.69	3.73	3.78	3.83	3.89	3.94	4.00	4.06	4.12	4.18
67	3.69	3.74	3.79	3.84	3.89	3.95	4.01	4.07	4.13	4.19
68	3.69	3.74	3.79	3.85	3.90	3.96	4.02	4.08	4.14	4.21
69	3.70	3.75	3.80	3.85	3.91	3.96	4.02	4.09	4.15	4.22
70	3.70	3.75	3.80	3.86	3.91	3.97	4.03	4.09	4.16	4.23

Age of Spouse	Age of Insured										
	60	61	62	63	64	65	66	67	68	69	70
50	3.95	3.99	4.04	4.08	4.13	4.18	4.22	4.27	4.32	4.37	4.43
51	3.97	4.01	4.06	4.11	4.15	4.20	4.25	4.30	4.35	4.41	4.46
52	3.99	4.04	4.08	4.13	4.18	4.23	4.28	4.33	4.38	4.44	4.49
53	4.01	4.06	4.11	4.15	4.20	4.26	4.31	4.36	4.42	4.47	4.53
54	4.03	4.08	4.13	4.18	4.23	4.28	4.34	4.39	4.45	4.51	4.56
55	4.05	4.10	4.15	4.20	4.26	4.31	4.37	4.42	4.48	4.54	4.60
56	4.07	4.12	4.17	4.23	4.28	4.34	4.40	4.45	4.51	4.57	4.64
57	4.09	4.14	4.20	4.25	4.31	4.37	4.43	4.49	4.55	4.61	4.67
58	4.11	4.16	4.22	4.28	4.34	4.40	4.46	4.52	4.58	4.65	4.71
59	4.13	4.19	4.24	4.30	4.36	4.42	4.49	4.55	4.61	4.68	4.75
60	4.15	4.21	4.26	4.33	4.39	4.45	4.52	4.58	4.65	4.72	4.79
61	4.17	4.23	4.29	4.35	4.41	4.48	4.55	4.61	4.68	4.75	4.83
62	4.18	4.24	4.31	4.37	4.44	4.51	4.57	4.65	4.72	4.79	4.86
63	4.20	4.26	4.33	4.39	4.46	4.53	4.60	4.68	4.75	4.83	4.90
64	4.22	4.28	4.35	4.42	4.49	4.56	4.63	4.71	4.78	4.86	4.94
65	4.23	4.30	4.37	4.44	4.51	4.58	4.66	4.74	4.82	4.90	4.98
66	4.25	4.32	4.39	4.46	4.53	4.61	4.69	4.77	4.85	4.93	5.02
67	4.26	4.33	4.40	4.48	4.55	4.63	4.71	4.80	4.88	4.97	5.06
68	4.27	4.35	4.42	4.50	4.57	4.66	4.74	4.82	4.91	5.00	5.10
69	4.29	4.36	4.44	4.51	4.59	4.68	4.76	4.85	4.94	5.04	5.13
70	4.30	4.37	4.45	4.53	4.61	4.70	4.79	4.88	4.97	5.07	5.17

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

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

Age of Spouse	Age of Insured									
	50	51	52	53	54	55	56	57	58	59
50	3.49	3.52	3.54	3.57	3.60	3.62	3.65	3.68	3.71	3.73
51	3.50	3.53	3.56	3.59	3.62	3.65	3.67	3.70	3.73	3.76
52	3.52	3.55	3.58	3.61	3.64	3.67	3.70	3.73	3.76	3.79
53	3.53	3.56	3.59	3.62	3.66	3.69	3.72	3.75	3.78	3.81
54	3.55	3.58	3.61	3.64	3.67	3.71	3.74	3.77	3.81	3.84
55	3.56	3.59	3.63	3.66	3.69	3.73	3.76	3.80	3.83	3.87
56	3.57	3.61	3.64	3.68	3.71	3.75	3.78	3.82	3.86	3.89
57	3.58	3.62	3.65	3.69	3.73	3.77	3.80	3.84	3.88	3.92
58	3.60	3.63	3.67	3.71	3.74	3.78	3.82	3.86	3.90	3.94
59	3.61	3.64	3.68	3.72	3.76	3.80	3.84	3.88	3.93	3.97
60	3.62	3.65	3.69	3.73	3.78	3.82	3.86	3.90	3.95	3.99
61	3.63	3.67	3.71	3.75	3.79	3.83	3.88	3.92	3.97	4.02
62	3.64	3.68	3.72	3.76	3.80	3.85	3.90	3.94	3.99	4.04
63	3.64	3.69	3.73	3.77	3.82	3.86	3.91	3.96	4.01	4.06
64	3.65	3.69	3.74	3.78	3.83	3.88	3.93	3.98	4.03	4.08
65	3.66	3.70	3.75	3.79	3.84	3.89	3.94	4.00	4.05	4.10
66	3.67	3.71	3.76	3.80	3.85	3.90	3.96	4.01	4.07	4.12
67	3.67	3.72	3.77	3.81	3.86	3.92	3.97	4.03	4.08	4.14
68	3.68	3.73	3.77	3.82	3.87	3.93	3.98	4.04	4.10	4.16
69	3.68	3.73	3.78	3.83	3.88	3.94	3.99	4.05	4.11	4.18
70	3.69	3.74	3.79	3.84	3.89	3.95	4.01	4.07	4.13	4.19

Age of Spouse	Age of Insured										
	60	61	62	63	64	65	66	67	68	69	70
50	3.76	3.79	3.81	3.84	3.87	3.90	3.93	3.95	3.98	4.01	4.04
51	3.79	3.82	3.85	3.87	3.90	3.93	3.96	3.99	4.02	4.05	4.08
52	3.82	3.85	3.88	3.91	3.94	3.97	4.00	4.03	4.06	4.09	4.12
53	3.84	3.88	3.91	3.94	3.97	4.00	4.04	4.07	4.10	4.13	4.16
54	3.87	3.91	3.94	3.97	4.01	4.04	4.07	4.11	4.14	4.18	4.21
55	3.90	3.94	3.97	4.01	4.04	4.08	4.11	4.15	4.18	4.22	4.26
56	3.93	3.97	4.00	4.04	4.08	4.12	4.15	4.19	4.23	4.27	4.30
57	3.96	4.00	4.04	4.07	4.11	4.15	4.19	4.23	4.27	4.31	4.35
58	3.98	4.03	4.07	4.11	4.15	4.19	4.23	4.27	4.32	4.36	4.40
59	4.01	4.05	4.10	4.14	4.19	4.23	4.27	4.32	4.36	4.41	4.45
60	4.04	4.08	4.13	4.17	4.22	4.27	4.31	4.36	4.41	4.46	4.50
61	4.06	4.11	4.16	4.21	4.26	4.31	4.36	4.40	4.45	4.50	4.55
62	4.09	4.14	4.19	4.24	4.29	4.34	4.40	4.45	4.50	4.55	4.61
63	4.11	4.17	4.22	4.27	4.33	4.38	4.44	4.49	4.55	4.60	4.66
64	4.14	4.19	4.25	4.30	4.36	4.42	4.48	4.54	4.59	4.65	4.71
65	4.16	4.22	4.27	4.33	4.39	4.45	4.52	4.58	4.64	4.70	4.77
66	4.18	4.24	4.30	4.36	4.43	4.49	4.55	4.62	4.69	4.75	4.82
67	4.20	4.26	4.33	4.39	4.46	4.52	4.59	4.66	4.73	4.80	4.87
68	4.22	4.29	4.35	4.42	4.49	4.56	4.63	4.70	4.78	4.85	4.93
69	4.24	4.31	4.37	4.44	4.52	4.59	4.66	4.74	4.82	4.90	4.98
70	4.26	4.33	4.40	4.47	4.54	4.62	4.70	4.78	4.86	4.95	5.03

+ 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**

If the age 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, 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.

# INDEX

<b>Subject</b>	<b>Page</b>
Age .....	3, 15
Annual Report .....	16
Assignment .....	6
Attained Age.....	14
Automatic Premium Loan.....	9
Basis of Values .....	8
Beneficiary .....	3, 5
Cash Surrender Value.....	8
Cash Value.....	4, 7
Communications with Us.....	16
Death Proceeds .....	5
Dividend Options.....	6
Dividends .....	6
Due Date and Default.....	7
Extended Term Insurance.....	4, 8
Face Amount.....	3
Grace Period.....	7
Guaranteed Policy Values .....	4, 7-9
Incontestability .....	15
Issue Date .....	3, 15
Loans.....	9-10
Owner.....	3, 5
Payment Options.....	10-11
Payment Option Tables.....	11-15
Policy Changes .....	16
Policy Data .....	3
Policy Date .....	3, 15
Policy Value Options Available .....	8- 9
Premiums .....	3, 7
Reduced Paid-up Insurance .....	4, 9
Reinstatement .....	7
Suicide Exclusion .....	15
Table of Values .....	4



### **Whole Life Insurance Policy**

- Pension Trust Series
- 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

SERFF Tracking Number: GARD-126179248 State: Arkansas  
 Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 42874  
 Company Tracking Number: PT L-10  
 TOI: L07I Individual Life - Whole Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single Life  
 Product Name: PT Whole Life (PT L-10)  
 Project Name/Number: CSO 2001 PT Whole Life/PT 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 Certification.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application		
<b>Comments:</b>		
<b>Attachment:</b> PTAP2000.18.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 PTWL AR.pdf		

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

SERFF Tracking Number: GARD-126179248 State: Arkansas  
Filing Company: The Guardian Life Insurance Company of State Tracking Number: 42874  
America  
Company Tracking Number: PT L-10  
TOI: L07I Individual Life - Whole Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single  
Life  
Product Name: PT Whole Life (PT L-10)  
Project Name/Number: CSO 2001 PT Whole Life/PT 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**

This certifies that the form(s) listed below comply with the Life, Annuities and Accident and Sickness Insurance Policy Language Simplification standards.

<b><u>Form Title</u></b>	<b><u>Form Number</u></b>	<b><u>Flesch Score</u></b>
Whole Life Insurance Policy	09-L10 PTWL AR	51.3

This form(s) is printed, except for specification pages, schedules and tables, in not less than ten point type, one point leaded.

A handwritten signature in black ink, appearing to read 'John J. Monahan', written over a horizontal line.

John J. Monahan, Director  
Individual Markets Compliance  
Date: June 10, 2009



- The Guardian Life Insurance Company of America (the Company)**  
7 Hanover Square  
Mail Area 25C  
New York, New York 10004-2616
- The Guardian Insurance & Annuity Company, Inc. (GIAC)**  
**Customer Service Office**  
P. O. Box 26240  
Lehigh Valley, Pennsylvania 18003-6240

**APPLICATION FOR LIFE INSURANCE**

1. Print full name of Proposed Insured \_\_\_\_\_ Sex  Male  Female  
Social Security No. \_\_\_\_\_  Single  Married  Widowed  Divorced  
Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_ Age (nearest birthday) \_\_\_\_\_  
Mo. Day Year  
Home Address \_\_\_\_\_ Policy Date \_\_\_\_\_  
Zip code \_\_\_\_\_

2. Insurance Amount \$ \_\_\_\_\_ Plan Type \_\_\_\_\_

3. Beneficiary (Full name, relationship to Proposed Insured, age if a minor)

If no designated beneficiary is living at the Insured's death, death benefits to be paid to Insured's estate  Owner

4. Owner \_\_\_\_\_

Address \_\_\_\_\_ Taxpayer ID Number \_\_\_\_\_

5. Name of Employer \_\_\_\_\_ Date of Employment \_\_\_\_\_

6. A. Has the Proposed Insured been continuously actively at work as a full-time employee during the last 3 months (disregarding vacations, normal non-working days and other absences totaling not more than 7 days)? Actively at work as a full-time employee means performing all the employee's regular duties for the above employer, at the employer's customary place of employment, on a work schedule which is in no way curtailed or altered because of the employee's health.  Yes  No
- B. Is the Proposed Insured now actively at work full time? If "No" give full details in "Remarks."  Yes  No

7. Is Proposed Insured an eligible employee as defined in the Plan under which this application is made?  Yes  No  
If "No," give full details in "Remarks."

8. Is the amount of insurance applied for based on the Proposed Insured's actual compensation as defined in the Plan under which this application is made? If "No," give full details in "Remarks."  Yes  No

9. Premiums payable  Annually  Semi-Annually  Quarterly  Monthly (for PT series only)  
 Guard-O-Matic (monthly check plan). Submit GOM form R223 and a void check

10. Dividend Option (*Applicable only to plans written by the Company*)

A. Paid in cash  B. To reduce premium  C. Left at interest  D. Paid-up additional insurance\*   
\*not applicable to term insurance

11. Death Benefit Option Please check one of the options shown.

*Complete this Section only if applying for Variable Flexible Premium Adjustable Life Insurance*

- Option 1 (Level Death Benefit equal to the policy's Face Amount)  
 Option 2 (Death Benefit may increase by the amount of the Policy Account Value, but will never be less than the policy's Face Amount)  
 Option 3 (Death Benefit equal to the greater of the policy's Face Amount plus Net Cumulative Payments or the minimum death benefit required under Section 7702 on the Monthly Processing Date preceding the date of death.)

12. Life Insurance Tests Under Section 7702 of the Federal Tax Code

*Complete this Section only if applying for Variable Flexible Premium Adjustable Life Insurance*

Section 7702 specifies the rules under which life insurance death proceeds are excludible from gross income. Please check one of the tests shown below. **Once elected, such test cannot be changed.** If no test is elected, the automatic Life Insurance Test will be the Guideline Premium Test.

Cash Value Accumulation Test  Guideline Premium Test

13. Planned Premium Payment *Complete this Section only if applying for Variable Flexible Premium Adjustable Life Insurance*

Planned Premium Payment Amount \$ \_\_\_\_\_ Planned premiums may be payable (please check one):

Annually  Semi-Annually  Quarterly  
 Guard-O-Matic (monthly check plan). Submit GOM form R223 and a void check

14. Suitability *Complete this Section only if applying for Variable Flexible Premium Adjustable Life Insurance*

1. Have you, the Proposed Insured or the Owner, if other than the Proposed Insured, received the current Prospectus?  Yes  No
2. Do you understand that:
- (a) the death benefit may increase or decrease based on the policy's investment return, but will never be less than the guaranteed amount?  Yes  No
- (b) The cash value may increase or decrease, even to the extent of being reduced to zero, based on the investment return And is not guaranteed?  Yes  No
3. Do you believe that the policy applied for will meet your insurance needs and financial objectives?  Yes  No

Note: Upon request we will furnish illustrations of benefits, including death benefits and cash values, for:

(a) the variable life insurance policy applied for; and (b) a fixed benefit life insurance policy for the same premium.

It is understood that under a variable life insurance policy, the amount of the death benefit above the Guaranteed Insurance Amount, the Policy Account Value and the Cash Surrender Value may increase or decrease, based on the investment experience of the Separate Account and are not guaranteed.

15. Net Planned Premium

- |   |  |
|---|--|
| % _____ The Guardian Stock Fund                     | % _____ The Guardian Bond Fund                       |
| % _____ The Guardian Cash Fund                      | % _____ The Guardian Small Cap Stock Fund            |
| % _____ The Guardian VC High Yield Bond Fund        | % _____ The Guardian VC Asset Allocation Fund        |
| % _____ The Guardian VC 500 Index Fund              | % _____ Baillie Gifford International Fund           |
| % _____ Baillie Gifford Emerging Markets Fund       | % _____ Gabelli Capital Asset Fund                   |
| % _____ Value Line Strategic Asset Management Trust | % _____ Value Line Centurion Fund                    |
| % _____ AIM V.I. Premium Equity Fund                | % _____ AIM V.I. Capital Appreciation Fund           |
| % _____ Fidelity VIP Growth Opportunities Portfolio | % _____ AIM V.I. Global Utilities Fund               |
| % _____ Fidelity VIP MidCap Portfolio               | % _____ Davis Financial Portfolio                    |
| % _____ Fidelity VIP Contrafund® Portfolio          | % _____ Davis Real Estate Portfolio                  |
| % _____ Fidelity VIP Equity-Income Portfolio        | % _____ MFS Emerging Growth Series                   |
| % _____ Davis Value Portfolio                       | % _____ MFS New Discovery Series                     |
| % _____ MFS Research Series                         | % _____ MFS Investors Trust Series                   |
| % _____ MFS Total Return Series                     | % _____ Janus Aspen Capital Appreciation Portfolio   |
| % _____ Janus Aspen Mid Cap Growth Portfolio        | % _____ Janus Aspen Growth Portfolio                 |
| % _____ Janus Aspen Worldwide Growth Portfolio      | % _____ Alliance Bernstein Growth & Income Portfolio |
| % _____ Alliance Bernstein Premier Growth           | % _____ Alliance Bernstein Technology Fund           |
| % _____ Alliance Bernstein Value Fund               | % _____ Other _____                                  |
| % _____ Other _____                                 | % _____ Other _____                                  |
| % _____ Fixed-Rate Option                           |  |

16. Is the insurance applied for intended to replace, in whole or in part, any insurance policy or annuity contract in force in this or any other company?  Yes  No

**If ‘Yes,’ give details in dated and signed statement, including company, plan, policy number, if known, and reason for replacement.**

17. Riders and Optional Provisions

*The following riders and optional provisions are available only with Flexible Premium Adjustable Variable Life Insurance Policies*

- |  |  |
|--|--|
| <input type="checkbox"/> Accidental Death Benefit Rider \$ _____                 | <input type="checkbox"/> Exchange of Insured’s Rider               |
| <input type="checkbox"/> Guaranteed Insurability Option Rider                    | <input type="checkbox"/> Waiver of Monthly Deduction Rider         |
| <input type="checkbox"/> Adjustable Annual Renewable Term Rider \$ _____         | <input type="checkbox"/> Disability Benefit Rider \$ _____         |
| <input type="checkbox"/> Guaranteed Coverage Rider                               | <input type="checkbox"/> Additional Sum Insured Provision \$ _____ |
| <input type="checkbox"/> Select Security Plan – amendment to “Owner” Endorsement | <input type="checkbox"/> Other _____                               |
| <input type="checkbox"/> Other _____   | <input type="checkbox"/> Other _____                               |
| <input type="checkbox"/> Other _____   | <input type="checkbox"/> Other _____                               |

18. Dollar Cost Averaging Transfer Option

The portion of the Policy Account Value attributable to The Guardian Cash Fund on the date this option is elected must be at least 12 times the amount designated for transfer each month. The minimum transfer amount per fund, per month is \$100. Each month, GIAC will dollar cost average from The Guardian Cash Fund the following amounts into:

\$ _____	The Guardian Stock Fund	\$ _____	The Guardian Bond Fund
\$ _____	The Guardian Cash Fund	\$ _____	The Guardian Small Cap Stock Fund
\$ _____	The Guardian VC High Yield Bond Fund	\$ _____	The Guardian VC Asset Allocation Fund
\$ _____	The Guardian VC 500 Index Fund	\$ _____	Baillie Gifford International Fund
\$ _____	Baillie Gifford Emerging Markets Fund	\$ _____	Gabelli Capital Asset Fund
\$ _____	Value Line Strategic Asset Management Trust	\$ _____	Value Line Centurion Fund
\$ _____	AIM V.I. Premier Equity Fund	\$ _____	AIM V.I. Capital Appreciation Fund
\$ _____	Fidelity VIP Growth Opportunities Portfolio	\$ _____	AIM V.I. Global Utilities Fund
\$ _____	Fidelity VIP MidCap Portfolio	\$ _____	Davis Financial Portfolio
\$ _____	Fidelity VIP Contrafund® Portfolio	\$ _____	Davis Real Estate Portfolio
\$ _____	Fidelity VIP Equity-Income Portfolio	\$ _____	MFS Emerging Growth Series
\$ _____	Davis Value Portfolio	\$ _____	MFS New Discovery Series
\$ _____	MFS Research Series	\$ _____	MFS Investor's Trust Series
\$ _____	MFS Total Return Series	\$ _____	Janus Aspen Capital Appreciation Portfolio
\$ _____	Janus Aspen Mid Cap Growth Portfolio	\$ _____	Janus Aspen Growth Portfolio
\$ _____	Janus Aspen Worldwide Growth Portfolio	\$ _____	Alliance Bernstein Growth & Income Portfolio
\$ _____	Alliance Bernstein Premier Growth	\$ _____	Alliance Bernstein Technology Fund
\$ _____	Alliance Bernstein Value Fund	\$ _____	Other _____
\$ _____	Other _____	\$ _____	Other _____
\$ _____	Fixed-Rate Option		

**All values under this policy which are based on the investment experience of the separate account are variable, may increase or decrease daily and are not guaranteed. The death proceeds, Policy Account Value and Cash Surrender Value under this policy may increase or decrease daily, depending upon payments made, the investment experience of the Separate Account, the amount of interest credited to the Fixed-Rate Option, the amount of charges deducted and whether partial withdrawals or policy loans are taken. There is no minimum guaranteed Cash Surrender Value.**

19. Has the Proposed Insured within the last 12 months:

- (a) been treated for or had any known heart disease, stroke or cancer?  Yes  No
- (b) had an electrocardiogram because of chest pain or any other physical problem or taken medication for elevated blood Pressure?  Yes  No

**If this question, (a) or (b), is answered "yes," the agent is not authorized to take money or deliver a Temporary Insurance Agreement, and the Temporary Insurance Agreement shall be ineffective**

20. Has the Proposed Insured ever had or been treated for:

- (a) heart disease, stroke, cancer, chest pain or elevated blood pressure?  Yes  No
- (b) respiratory disorder, kidney disorder, diabetes or mental condition?  Yes  No
- (c) any condition not covered in (a) or (b)?  Yes  No

21. (a) Is the Proposed Insured currently receiving medical care or taking medication?  Yes  No  
(b) Has the Proposed Insured been advised within the past 5 years to have any diagnostic test, hospitalization, or surgery which has not been completed?  Yes  No

22. (a) Has the Proposed Insured ever used drugs other than as prescribed by a physician or had or been advised to have counseling or treatment for alcohol or drug abuse?  Yes  No  
(b) Has the Proposed Insured smoked cigarettes in the past 24 months?  Yes  No  
(c) Has the Proposed Insured used tobacco in any form in the past 24 months?  Yes  No

23. During the past 10 years, have you been diagnosed by or received treatment from a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), or any disorder of the immune system?  Yes  No

24. Provide details of "No" answers to question 6B. Provide specific details and dates of "Yes" answer to questions 19, 20, 21, 22 and 23.

25. Remarks

The following riders are to be added:

**AMENDMENTS OR CORRECTIONS** (For Home Office use only)

I (We) have read the above information. I (We) agree that the answers to the questions are true to the best of my (our) knowledge and belief. I (We) agree a) that this Application and any supplement to the Application, if required, shall form a part of any Policy issued; b) that no information acquired by any Representative of GIAC shall bind GIAC unless it shall have been set out in writing in this Application; and c) that only the President, a Vice President or a Secretary of GIAC has the authority to bind GIAC by any promise or statement or to waive or modify any of GIAC's requirements. **I (We) further agree that no insurance shall take effect (except as provided in the Temporary Insurance Agreement and such Agreement issued) unless and until the Policy has been delivered to and accepted by me (us) and the premium paid during the lifetime and prior to any change in the health of the Proposed Insured, as stated in this Application.**

Changes or corrections made by GIAC and noted in the Amendments section above are ratified by the Owner upon acceptance of a contract containing this Application with the noted changes or corrections. In those states where written consent is required by statute or State Insurance Department regulation as to amendments as to plan, amount, classification, age at issue, or benefits, such changes will be made only with the Owner's written consent.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

\_\_\_\_\_  
Signature of Applicant or Owner if other than Proposed Insured

\_\_\_\_\_  
Signature of Proposed Insured

Signed at \_\_\_\_\_  
**City State Date**

Witness \_\_\_\_\_  
**Agent**

**AGENT'S REPORT**

Do you have knowledge or reason to believe that replacement of an existing insurance policy or annuity may be involved?

Yes  No

If "yes," complete replacement requirements. Give company name and policy number.

The answers to all questions on this application are full, complete and true to the best of my knowledge and belief. I know nothing unfavorable about this risk which is not fully set forth in these papers. The writing agent or broker is duly appointed and licensed in the state in which this application was signed.

\_\_\_\_\_  
Signature of Soliciting Agent(s)

\_\_\_\_\_  
Type or print Agent's name

\_\_\_\_\_  
General Agent's Signature

**DO NOT DETACH unless Questions 19, 20, 21, 22(a) and 23 are answered in the negative.  
If the answers are positive or incomplete, the agent is not authorized to  
deliver this agreement, and this agreement shall be ineffective.**

**Temporary Insurance Agreement** (To be given to Applicant)  
*Used with 401(k) and worksite marketing only for Pension Trust product L-97*

The death benefit under this Agreement is the face amount applied for in an application with the same date and number as this Agreement on the life of \_\_\_\_\_, herein called the 'Proposed Insured.' This death benefit, together with any insurance pending issue with the Company or GIAC, may not exceed \$50,000. The maximum period of coverage is 60 days.

Temporary Insurance Coverage – Maximum of \$50,000.

If the Proposed Insured dies during the period covered by this Agreement, the Company or GIAC will pay a death benefit to the beneficiary designated in the application. The amount of the death benefit will be the lesser of:

- the face amount of insurance applied for;
- \$50,000

This death benefit, together with any insurance pending issue with the Company or GIAC, may not exceed \$50,000.

**Date Coverage Begins**

Temporary Insurance coverage under this Agreement will begin on the later of:

- the date of this Agreement;
- the date of this application.

**Date Coverage Terminates – 60-Day Maximum**

Temporary insurance coverage under this Agreement will terminate on the earliest of:

- the 60<sup>th</sup> day after the temporary insurance coverage begins under this Agreement;
- the issue date of the policy applied for;
- the date a policy, other than as applied for, is offered to the applicant;
- the date the Company or GIAC declines the application;
- the date any policy issued under the application is refused by the applicant.

**Conditions and Limitations**

- No insurance will take effect under this Agreement if the Proposed Insured's death results from suicide. The Company's or GIAC's liability will be limited to the premiums paid.
- No person, except the President, a Vice President or Secretary of the Company or GIAC has the authority to alter or modify the provisions of this Agreement.

Signed at \_\_\_\_\_ on \_\_\_\_\_  
CITY AND STATE MONTH DAY YEAR

Signature of Agent \_\_\_\_\_ Signature of Owner/Applicant \_\_\_\_\_

**COMPLETE PAGES 8 AND 9  
IF INSURANCE APPLIED FOR IS NOT GUARANTEED ISSUE IN ITS ENTIRETY**

26. Has any application for life, accident or health insurance or reinstatement of any such insurance on the life of the Proposed Insured ever been declined, postponed, rated-up, or in any way modified?  Yes  No

If "Yes," explain and give date and company under "Remarks."

27. Is there now pending any application for life, accident or health insurance, or reinstatement of a policy on the life of the Proposed Insured?  Yes  No

If "Yes," explain and give amounts, date and company under "Remarks."

28. List below total insurance now on life of Proposed Insured.

Year Issued	Company	Amount	Plan

29. Previous Residence

Remarks

30. Current Occupation: \_\_\_\_\_

Former occupation (if changed within two years): \_\_\_\_\_

Previous business address (if changed within two years) \_\_\_\_\_

31. Does Proposed Insured contemplate:

A. Changing occupation?  Yes  No

B. Travel or residence outside the U.S.?  Yes  No

If either question is answered "Yes," give details under "Remarks."

32. Has the Proposed Insured:

A. Made any aerial flights except as a fare-paying passenger within the past three years?  Yes  No

B. Any intention to make any such flights?  Yes  No

If either question is answered "Yes," complete Aviation Supplement

33. Does the Proposed Insured plan to participate in, or has he/she within the past 3 years, participated in auto, boat, snowmobile or motorcycle racing, skin or scuba diving, parachuting or skydiving, hang gliding or mountain or rock climbing?  Yes  No  
(If Yes," complete Avocation Supplement)

34. A. Does the Proposed Insured ride a motor vehicle?  Yes  No

If "yes," give Driver's License Number \_\_\_\_\_ State \_\_\_\_\_

B. Within the past 3 years, has the Proposed Insured been convicted of any motor vehicle moving violations or had his/her driver's license suspended or revoked? (If "Yes," complete Driving Supplement)  Yes  No

---

### Telephone Interview Information

A telephone interview may be necessary to verify or supplement information given to us on your application.

This interview may be made from our Home office or from a consumer reporting agency by a trained interviewer acting on our behalf.

Please enter the information requested below so we can call you at a time and place convenient to you.

Name \_\_\_\_\_  
First M.I. last

Telephone: Home: \_\_\_\_\_ Business: \_\_\_\_\_  
Area Code Area Code

Preferred place to call:  Home  Business

Preferred Time to Call:

- Morning (Local Time) \_\_\_\_\_ AM  
 Afternoon (Local Time) \_\_\_\_\_ PM  
 Evening (Local Time) \_\_\_\_\_ PM

**TO BE COMPLETED IN EVERY CASE. DO NOT DETACH  
AUTHORIZATION TO OBTAIN INFORMATION**

**Investigative consumer report. I authorize** The Guardian Life Insurance Company of America or The Guardian Insurance & Annuity Company, Inc. to obtain or have prepared an investigative consumer report as described in the notice given to me.

**Medical records and other information. I authorize** any physician, medical practitioner, hospital, clinic, other health facility, consumer reporting agency, the Medical Information Bureau, insurance or reinsurance company, or employer to release any and all medical and non-medical information in its possession about me or my minor children to The Guardian Life Insurance Company of America or The Guardian Insurance & Annuity Company, Inc. or its legal representatives. Medical information means all information in the possession of or derived from providers of health care regarding the medical history, mental or physical condition, or treatment of me or my minor children. **I agree** that this authorization shall be valid for two and one half years from the date shown below and that a copy of the authorization shall be as valid as the original. **I know** that I may request and receive a copy of this authorization.

**I understand** The Guardian Life Insurance Company of America or The Guardian Insurance & Annuity Company, Inc. will use the information obtained by this authorization to determine eligibility for insurance or eligibility for benefits under an existing policy. The Guardian Life Insurance Company of America or The Guardian Insurance & Annuity Company, Inc. will not release any information obtained to any person or organization *except* to reinsurance companies, the Medical Information Bureau, or other persons or organizations performing business or legal services in connection with my application, claim, or as may be lawfully permitted or required, or as I may further authorize.

Signed this \_\_\_\_\_ day of \_\_\_\_\_  
Year

\_\_\_\_\_  
Signature of Proposed Insured

\_\_\_\_\_  
Signature of spouse if proposed for insurance

**Complete Pages 11 and 12 only if, in accordance with Company or GIAC rules,  
entire amount of insurance applied for may not be considered on a guaranteed issue basis,  
but may be considered without a medical examination.**

**APPLICATION TO**

- The Guardian Life Insurance Company of America (the Company)**  
 **The Guardian Insurance & Annuity Company, Inc. (GIAC)**  
**NON-MEDICAL SUPPLEMENT**

<p>1. a. Name and address of your personal physician _____ (If none, so state) _____</p> <p>b. Date and reason last consulted? _____ _____</p> <p>c. What treatment or medication was given or recommended? _____ _____</p>	<p align="center">Proposed Insured</p> <p>Height _____ ft. _____ in.</p> <p>Weight _____ lbs. By scale <input type="checkbox"/> Estimated <input type="checkbox"/></p> <p>Weight change past year <input type="checkbox"/> Gain <input type="checkbox"/> Loss _____ lbs.</p> <p>Explain below</p>																										
<p>2. Have you ever had or been treated for:</p> <p>a. dizziness, convulsions, paralysis or stroke, mental or emotional problems; any disease or disorder of the brain or nervous system?</p> <p>b. shortness of breath, persistent hoarseness or cough; asthma, emphysema, tuberculosis; any other disease or disorder of lungs or respiratory system?</p> <p>c. chest pain or discomfort, palpitation, elevated blood pressure, rheumatic fever, heart murmur or any other disease or disorder of the heart or blood vessels?</p> <p>d. ulcer, indigestion, hernia, colitis or any other disease or disorder of the stomach, intestines, rectum, liver, gall bladder, pancreas or spleen?</p> <p>e. sugar, pus, albumin or blood in the urine; venereal disease; any disease or disorder of the kidneys, bladder, prostate, genital organs, breasts?</p> <p>f. diabetes; thyroid or other glandular disease or disorder?</p> <p>g. arthritis, gout or any disease or disorder of the joints, muscles or bones?</p> <p>h. cancer or tumor of any kind, growth, unexplained bleeding?</p> <p>i. anemia or other disease or disorder of the blood?</p> <p>j. any disease or disorder of skin, ears, eyes, nose or throat or any impairment of sight or hearing?</p> <p>k. any injury, disease, deformity, abnormality or disorder not listed above?</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>																									
<p>3. Have you ever used drugs other than as prescribed by a physician, or been advised to have counseling or treatment for alcohol or drug use?</p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>																									
<p>4. Have you smoked cigarettes in the last twenty-four months?</p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>																									
<p>5. Are you now under observation, receiving treatment, or taking medication?</p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>																									
<p>6. Other than above, have you within the past five years:</p> <p>a. had a checkup, consultation, illness, injury or surgery?</p> <p>b. been a patient in a hospital, clinic, sanatorium, or other medical facility?</p> <p>c. had electrocardiogram, x-ray, other diagnostic test?</p> <p>d. been advised to have any diagnostic test, hospitalization, or surgery which was not completed?</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>																									
<p>7. a. Have you ever had any tumor or disorder of female organs or complications of pregnancy?</p> <p>b. Are you now pregnant? If "Yes," give expected delivery date. _____</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>																									
<p>8. Do you have a family history of: diabetes, cancer, high blood pressure, heart disease, mental illness or suicide?</p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>																									
<p>9.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:35%;"></th> <th style="width:15%;">Age if Living</th> <th style="width:35%;">Cause of Death</th> <th style="width:15%;">Age at Death</th> </tr> </thead> <tbody> <tr> <td>Father</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Mother</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Brothers and Sisters</td> <td></td> <td></td> <td></td> </tr> <tr> <td>No. Living _____</td> <td></td> <td></td> <td></td> </tr> <tr> <td>No. Dead _____</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Age if Living	Cause of Death	Age at Death	Father				Mother				Brothers and Sisters				No. Living _____				No. Dead _____						
	Age if Living	Cause of Death	Age at Death																								
Father																											
Mother																											
Brothers and Sisters																											
No. Living _____																											
No. Dead _____																											

DETAILS of "yes" answers. IDENTIFY QUESTION NUMBER. CIRCLE APPLICABLE ITEMS:

Include diagnoses, dates, durations and names and addresses of all attending physicians and medical facilities.

I represent that all the statements and answers above are complete and true to the best of my knowledge and belief.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Dated at \_\_\_\_\_ on \_\_\_\_\_  
Month Day Year

\_\_\_\_\_  
Signature of Proposed Insured

\_\_\_\_\_  
Soliciting Agent (witness)

**AUTHORIZATION**

**Medical record and other information.** I authorize any physician, medical practitioner, hospital, clinic, other health facility, consumer reporting agency, the Medical Information Bureau, insurance or reinsurance company, or employer to release any and all medical and non-medical information in its possession about me to The Guardian Life Insurance Company of America or The Guardian Insurance & Annuity Company, Inc. or its legal representatives. Medical information means all information in the possession of or derived from providers of health care regarding my medical history, mental or physical condition, or treatment. I agree that this authorization shall be valid for two and one half years from the date shown below and that a copy of the authorization shall be as valid as the original. I know that I may request and receive a copy of this authorization.

I understand The Guardian Life Insurance Company of America or The Guardian Insurance & Annuity Company, Inc. will use the information obtained by this authorization to determine eligibility for insurance or eligibility for benefits under an existing policy. The Guardian Life Insurance Company of America or The Guardian Insurance & Annuity Company, Inc. will not release any information obtained to any person or organization except to reinsurance companies, the Medical Information Bureau, or other persons or organizations performing business or legal services in connection with my application, claim, or as may be lawfully permitted or required, or as I may further authorize.

I acknowledge receipt of The Guardian Life Insurance Company of America's or The Guardian Insurance & Annuity Company, Inc.'s notice regarding its Insurance Information Practices, the Fair Credit Reporting Act, the Medical Information Bureau, and Medical Records.

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Witness

X \_\_\_\_\_  
Signature of Proposed Insured

**Appendix A**  
**State of Arkansas**

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

The following previously approved rider forms will be made available with our new PT 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-R111	Accelerated Benefit Rider	6/26/2001
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
86-R45 SN	One Year Term Addition Rider	3/24/1986
86-R68 SN	One Year Term Addition Rider	3/24/1986

## The Guardian Life Insurance Company of America

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

\* Note: this statement refers to the generic policy form number 09-L10 PTWL. If your state approved a variation of this form (denoted by a state postal abbreviation in the form suffix), then this statement is deemed to refer to the forms actually approved by your Department.

Our submission of policy form 09-L10 PTWL to your state 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.

The table below discusses and explains the variables in policy form 09-L10 PTWL 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. The issue ages range from 15-75.
Variable 3	Sex of Insured	This will be the insured's gender. Even though this is a unisex policy, we show the gender of the insured on the data page for identification purposes only.
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 available risk classes are: Preferred Plus NT Use, Preferred NT Use, Non-Smoker, Standard Smoker, Class X Smoker and Class X Non-Smoker, where X is 1, 2, 3, 4, 6, 8, 10, 12 or 16.
Variable 10	Owner	This is the name of the policyowner. This is expected to be a Trust.
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 \$8.89 and \$258.63.
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 any 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 inforce.
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 Ten pay Whole Life 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.
Variable 23	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
TOTAL INITIAL ANNUAL PREMIUM	\$[ Variable 14]	

THE MORTALITY TABLE REFERRED TO IN THE BASIS OF VALUES PROVISION IS THE COMPOSITE COMMISSIONERS' 2001 COMPOSITE STANDARD ORDINARY (80) 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].

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	[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 23] 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**

- Pension Trust Series
- 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 PTWL AR, 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 No.: 09-L10 PTWL AR, \_\_\_\_\_ 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*

James Gdowik, FSA, MAAA  
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 PTWL AR

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

---

Signature of Company Officer

John J. Monahan

---

Name

---

Director

---

Title

---

Date June 29, 2009