

SERFF Tracking Number: GARD-126281859 State: Arkansas
 Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 43424
 Company Tracking Number: 09-R111 UL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: ADBR RIDER FOR UL
 Project Name/Number: EABR/09-R111 UL

Filing at a Glance

Company: The Guardian Life Insurance Company of America

Product Name: ADBR RIDER FOR UL SERFF Tr Num: GARD-126281859 State: Arkansas
 TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 43424
 Adjustable Life Closed
 Sub-TOI: L09I.001 Single Life Co Tr Num: 09-R111 UL State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Disposition Date: 09/28/2009
 Authors: Lisa Capella, Louis A Conte, Peter Diggins, Margaret Lewis-Forbes, John Monahan, Carol Nardella, Monica Wilson, Connie Gelfat, Carline Hamilton, Kathleen Tobin
 Date Submitted: 08/31/2009 Disposition Status: Approved-Closed
 Implementation Date Requested: 11/18/2009 Implementation Date:

State Filing Description:

General Information

Project Name: EABR Status of Filing in Domicile: Not Filed
 Project Number: 09-R111 UL 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: 09/28/2009 Explanation for Other Group Market Type:
 State Status Changed: 09/09/2009
 Deemer Date: Created By: Margaret Lewis-Forbes
 Submitted By: John Monahan Corresponding Filing Tracking Number:
 Filing Description:
 The Guardian Life Insurance Company of America
 Accelerated Death Benefit Rider, Form 09-R111 UL

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

We plan on introducing this form on November 18, 2009.

Enclosed for your approval is our new Accelerated Death Benefit Rider, form 09-R111 UL. This rider does not replace any previously approved form. Please see the chart below for information relating to the policy forms with which this rider will be used.

Form Title Form Number Department Approval Date/
Dept File No.
Universal Life Insurance Policy 07-CAUL AR 6/28/2007 36183
Universal Life Insurance Policy 07-HECVUL AR 6/28/2007 36183

Rider form 09-R111 UL will be used in fully underwritten situations and will be available at issue ages 20-75. The minimum policy size for the rider is \$100,000. It is available to newly issued universal life plans that satisfy this minimum size. It is not available on policies owned by a corporation, on substandard lives or with flat-extras. 09-R111 UL will be issued on a sex-distinct basis in the general life insurance market and it will be marketed with an illustration.

Form 09-R111 UL does not have a premium cost. Death Benefit Option 1 must be in effect. If Death Benefit Option 2 or 3 is in effect, it will be changed to Option 1 on the date we pay the accelerated death benefit.

This rider provides for an accelerated death benefit payment to the owner if the insured is certified as either chronically ill or terminally ill and if the owner submits a proper written request to Guardian. The rider defines "chronically ill" to mean that the insured has been certified, within the preceding 12 months, by a physician as: (a) being permanently unable to perform (without substantial assistance from another individual) two or more Activities of Daily Living due to loss of functional capacity; or (b) requiring substantial supervision from another individual to protect the insured from threats to health and safety due to permanent Severe Cognitive Impairment. Activities of daily living are bathing, continence, dressing, eating, toileting and transferring. Severe cognitive impairment means a deterioration or loss of intellectual capacity that is: (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and (b) measured by clinical evidence and standardized tests that reliably measure impairment. "Terminally ill" means that the insured has been certified by a physician as having an illness or physical condition which can reasonably be expected to result in death within 12 months. Proof acceptable to Guardian that the insured is either chronically ill or terminally ill must be submitted before any accelerated death benefit payment is made.

Accelerated death benefit payments are made under this rider based solely upon the Insured's condition (i.e., whether the insured meets one of these qualifying benefit triggers). We are not requiring the insured be receiving any services

SERFF Tracking Number: GARD-126281859 State: Arkansas
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Adjustable Life
Product Name: ADBR RIDER FOR UL
Project Name/Number: EABR/09-R111 UL

relating to this condition. In addition, the accelerated death benefit payment can be used in any manner the owner chooses.

The payments made under this rider are intended to qualify for favorable tax treatment under Section 101(g) of the Federal Internal Revenue Code. We consider this rider to be an accelerated death benefit on a life insurance policy. This rider is not health, nursing home or long-term care insurance, it is not intended or designed to eliminate the need for such coverage, and it will not be marketed as such.

When an accelerated death benefit is paid, a lien is created against the policy equal to the amount of the accelerated death benefit we pay, plus interest (which we call lien carrying charges in the rider) to the next policy anniversary. Any lien created will bear carrying charges which are payable in arrears on each policy anniversary.

The net cash surrender value, loan value and death proceeds payable will be reduced by any lien outstanding plus accrued lien carrying charges due to the payment of an accelerated death benefit. However, the policy's face amount and Policy Account Value are not affected by any outstanding lien. While a lien is outstanding, the policy will remain in force as long as the policy account value less any policy debt and less any outstanding lien and accrued carrying charges is greater than zero. If the policy has a no-lapse benefit in effect, the policy can also remain in force by meeting the requirement of such benefit.

The Internal Revenue Code allows accelerated death benefits paid to a terminally or chronically ill insured to be treated for tax purposes the same way as payment of the death benefit. Benefits paid to chronically ill insureds do not have to be specifically earmarked to cover qualified long term care expenses as long as the payments do not exceed the IRS per diem limitation for such payments. Therefore, in our rider, when accelerated death benefits are paid on account of Chronic Illness, Guardian imposes an annual lien limit on the amount the owner may receive in a single calendar year. This maximum amount for base policy face amounts of \$250,000 and greater is the Per Diem Limitation declared each year by the Internal Revenue Service, multiplied by 365. If the face amount of the policy is less than \$250,000, the Annual Lien Limit is reduced proportionally based on the ratio of the policy's face amount to \$250,000.

There is no annual lien limit for accelerated death benefits paid because of the Terminal Illness of the insured because there is no limit in the tax code as to the amount of such payments.

There is also a Total Lien Limit for the rider, which represents that maximum amount we will allow to be paid as accelerated death benefits over the life of the policy. This limit is determined the first time an accelerated death benefit payment is paid. The Total Lien Limit is the Policy Account Value, plus:

- For Terminal Illness: 80% of the Net Amount at Risk

SERFF Tracking Number: GARD-126281859 State: Arkansas
Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 43424
Company Tracking Number: 09-R111 UL
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Project Name/Number: EABR/09-R111 UL

- For Chronic Illness: A percentage of the Net Amount at Risk, varying by attained age, as shown in the rider form.

Once we determine the Total Lien Limit, it does not change for the policy, except that: (a) we will reduce the Total Lien Limit if a partial withdrawal is taken under the policy, and (b) we will increase the Total Lien Limit if the policy face amount is increased due to the exercise of a guaranteed insurability rider that may be attached to the policy.

The policyowner can repay the lien or pay lien interest as it becomes due, or can let the lien continue to grow. If total of any outstanding lien plus accrued charges, plus any policy debt under the policy ever exceeds the policy face amount, then the policy will end at that time.

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

We have also prepared, and have enclosed for your information only, 2 Disclosure Statements for the rider: EABR UL DISC 1 and EABR UL DISC 2. We will require our agents and brokers to give EABR UL DISC 1 to the applicant at the time the application is completed if the Accelerated Death Benefit Rider has been requested. EABR UL DISC 2 will be sent to the owner whenever the Accelerated Death Benefit Rider is actually exercised.

Previously approved application form L-AP-2004, will be used to apply for this policy. This application form was previously approved by your Department on 12/16/2004.

This rider form will be laser emitted or pre-printed with the identical language approved by your state. We reserve the right to change the duplex printing, pagination, line location of sentences and words and type font (but not the point size) of this rider without submitting it for approval.

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

Sincerely,
John Monahan, Director
Individual Markets Compliance
Encl.

Company and Contact

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 Project Name/Number: EABR/09-R111 UL

Filing Contact Information

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

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$20.00
 Retaliatory? No
 Fee Explanation: Per form
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Life Insurance Company of America	\$20.00	08/31/2009	30225349

SERFF Tracking Number: GARD-126281859 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/28/2009	09/28/2009
Approved-Closed	Linda Bird	09/08/2009	09/08/2009

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Accelerated Death Benefit Rider	Margaret Lewis-Forbes	09/28/2009	09/28/2009
Supporting Document	Health - Actuarial Justification	Margaret Lewis-Forbes	09/02/2009	09/02/2009

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
revision to rider needed	Note To Filer	Linda Bird	09/28/2009	09/28/2009
revision to rider needed	Note To Reviewer	Lisa Capella	09/28/2009	09/28/2009

SERFF Tracking Number: GARD-126281859 *State:* Arkansas
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Adjustable Life
Product Name: ADBR RIDER FOR UL
Project Name/Number: EABR/09-R111 UL

Disposition

Disposition Date: 09/28/2009

Implementation Date:

Status: Approved-Closed

Comment: Company has made revision to original filing.

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document (revised)	Health - Actuarial Justification		No
Supporting Document	Health - Actuarial Justification	Replaced	No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Certification		No
Supporting Document	Certification - Rule 19		Yes
Supporting Document	Disclosures		Yes
Form (revised)	Accelerated Death Benefit Rider		Yes
Form	Accelerated Death Benefit Rider	Replaced	Yes

SERFF Tracking Number: GARD-126281859 *State:* Arkansas
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Product Name: ADBR RIDER FOR UL
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Disposition

Disposition Date: 09/08/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document (revised)	Health - Actuarial Justification		No
Supporting Document	Health - Actuarial Justification	Replaced	No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Certification		No
Supporting Document	Certification - Rule 19		Yes
Supporting Document	Disclosures		Yes
Form (revised)	Accelerated Death Benefit Rider		Yes
Form	Accelerated Death Benefit Rider	Replaced	Yes

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 Project Name/Number: EABR/09-R111 UL

Amendment Letter

Submitted Date: 09/28/2009

Comments:

We have revised the last paragraph of the Lien Carrying Charges provision of rider form 09-R111 UL There was an oversight and we inadvertently included some ICC Compact filing language. We apologize for any confusion this may have caused.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
09-R111 UL	Policy/Contr	Accelerated Initial act/Fraternal Death Certificate: Benefit Rider Amendment, Insert Page, Endorsement or Rider	Initial				41.000	09-R111 UL.pdf

SERFF Tracking Number: GARD-126281859 *State:* Arkansas
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Project Name/Number: EABR/09-R111 UL

Note To Filer

Created By:

Linda Bird on 09/28/2009 02:31 PM

Last Edited By:

Linda Bird

Submitted On:

09/28/2009 02:31 PM

Subject:

revision to rider needed

Comments:

Filing has been reopened in order for revision to be made to original filing.

SERFF Tracking Number: GARD-126281859 State: Arkansas
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Note To Reviewer

Created By:

Lisa Capella on 09/28/2009 01:50 PM

Last Edited By:

Lisa Capella

Submitted On:

09/28/2009 01:50 PM

Subject:

revision to rider needed

Comments:

We would like to bring to your attention a revision that needs to be made on approved rider form 09-R111 UL. The last paragraph of the Lien Carrying Charges provision inadvertently included some ICC Compact filing language. The revision is minor and does not change how the rider works. Please let us know if you could reopen the filing so we can amend. Thanks for your help.

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Project Name/Number: EABR/09-R111 UL

Amendment Letter

Submitted Date: 09/02/2009

Comments:

See attached revised Actuarial Memorandum.

We apologize for any inconvenience this may have caused.

Thanks.

Changed Items:

Supporting Document Schedule Item Changes:

Satisfied -Name: Health - Actuarial Justification

Comment:

Actuarial Attachment.pdf

Reserve Methodology 09-R111 UL.pdf

Nonforfeiture AM for 09-R111 UL 9-2-09.pdf

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 Project Name/Number: EABR/09-R111 UL

Form Schedule

Lead Form Number: 09-R111 UL

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	09-R111 UL	Policy/Cont Accelerated Death ract/Fratern Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		41.000	09-R111 UL.pdf

ACCELERATED DEATH BENEFIT RIDER

Subject to the terms of this rider, upon receipt of the owner's written request, Guardian will advance a portion of the death benefit to the owner when the Insured has been certified as either Chronically III or Terminally III as defined in this rider.

DISCLOSURES

- **THIS RIDER PROVIDES FOR THE ACCELERATED PAYMENT OF LIFE INSURANCE DEATH PROCEEDS. THIS IS NOT MEANT TO CAUSE THE OWNER TO INVOLUNTARILY ACCESS DEATH PROCEEDS ULTIMATELY INTENDED TO BE PAYABLE TO THE DESIGNATED BENEFICIARY. AN ACCELERATED DEATH BENEFIT PAYMENT WILL BE MADE AVAILABLE TO THE OWNER ON A VOLUNTARY BASIS ONLY. THEREFORE, THE OWNER IS NOT ELIGIBLE TO RECEIVE AN ACCELERATED DEATH BENEFIT PAYMENT IF HE/SHE IS:**
 - **REQUIRED BY LAW TO USE THIS PAYMENT TO MEET THE CLAIMS OF ANY CREDITOR(S), WHETHER IN BANKRUPTCY OR NOT; OR**
 - **REQUIRED BY A GOVERNMENT AGENCY TO USE THIS PAYMENT IN ORDER TO APPLY FOR, OBTAIN, OR KEEP MEDICAID BENEFITS OR ANY OTHER GOVERNMENT BENEFIT OR ENTITLEMENT.**
- **ALTHOUGH THE PAYMENTS MADE UNDER THIS RIDER ARE INTENDED TO QUALIFY FOR FAVORABLE TAX TREATMENT UNDER SECTION 101(g) OF THE FEDERAL INTERNAL REVENUE CODE, PAYMENTS MADE UNDER THIS RIDER MAY BE TAXABLE. THE OWNER SHOULD CONSULT A COMPETENT TAX ADVISOR TO DETERMINE THE CURRENT TAX CONSEQUENCES BEFORE REQUESTING ANY ACCELERATED PROCEEDS.**
- **THE CASH SURRENDER VALUE, LOAN VALUE, AND DEATH PROCEEDS PAYABLE WILL BE REDUCED BY ANY LIEN OUTSTANDING DUE TO THE PAYMENT OF AN ACCELERATED DEATH BENEFIT UNDER THIS RIDER.**
- **IN ADDITION, ANY POLICY DIVIDEND PAYABLE WILL BE AFFECTED BY ANY OUTSTANDING LIEN AND LIEN CARRYING CHARGES DURING THE POLICY YEAR. HOWEVER, IT IS NOT EXPECTED THAT ANY DIVIDENDS WILL BE PAYABLE UNDER THE BASIC POLICY.**

Definitions

Additional terms not defined in this section, or elsewhere in this rider, are explained in the base policy.

Accelerated Death Benefit: This means the portion of the death benefit that, upon receipt of the your written request, we will pay in advance when the Insured has been certified as either Chronically III or Terminally III.

Activities of Daily Living: This means the basic human functional abilities which relate to the Insured's ability to live independently. They are as follows:

- (a) Bathing - the ability to wash oneself by sponge bath or in either a tub or shower, including the task of getting into or out of the tub or shower, without Substantial Assistance from another individual.
- (b) Continence - the ability to maintain control of bowel or bladder function, or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene, including caring for a catheter or colostomy bag, without Substantial Assistance from another individual.
- (c) Dressing - the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs, without Substantial Assistance from another individual.
- (d) Eating - the ability to feed oneself by getting food into the body from a receptacle, such as a plate, cup, or table, or by feeding tube or intravenously, without Substantial Assistance from another individual.
- (e) Toileting - the ability to get to and from the toilet, getting on and off the toilet, and performing associated personal hygiene, without Substantial Assistance from another individual.
- (f) Transferring - the ability to move into or out of a bed, chair or wheelchair, without Substantial Assistance from another individual.

Chronically Ill or Chronic Illness: This means that the Insured has been certified, within the preceding 12 months, by a Physician as:

- (a) being permanently unable to perform (without Substantial Assistance from another individual) two or more Activities of Daily Living due to loss of functional capacity; or
- (b) requiring substantial supervision from another individual to protect the Insured from threats to health and safety due to permanent Severe Cognitive Impairment.

Insured: The person covered under the basic policy. This term does not include other persons covered under other riders which are part of the policy.

Net Amount at Risk: The Net Amount at Risk is used to determine the Total Lien Limit for the rider. The Net Amount at Risk on a given date equals the death benefit of the policy on that date less the Policy Account Value as of that date.

Physician: This means a medical doctor within the definition of Section 1861(r)(1) of the Social Security Act who is licensed to practice the healing arts and who is acting within the scope of his or her license. It does not include an Insured or owner under the basic policy. It also does not include an immediate family member of either the Insured or the owner.

Severe Cognitive Impairment: This means a deterioration or loss of intellectual capacity that is: (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and (b) measured by clinical evidence and standardized tests that reliably measure impairment in the following areas:

1. Short-term or long-term memory; or
2. Orientation to people, places or time; or
3. Deductive or abstract reasoning; or
4. Judgment as it relates to safety awareness.

Substantial Assistance: This means Hands-on Assistance or Standby Assistance. Hands-on Assistance means the physical assistance of another person without which the individual would be unable to perform the Activity of Daily Living. Standby Assistance means the presence of another person within arm's reach of the individual that is necessary to prevent, by physical intervention, injury to the individual while he or she is performing an Activity of Daily Living.

Terminally Ill or Terminal Illness: This means that the Insured has been certified by a Physician as having an illness or physical condition which can reasonably be expected to result in death within 12 months.

Eligibility for the Payment of Benefits

For payments to be made under this rider, you must provide proof acceptable to us that the Insured is either Chronically Ill or Terminally Ill as defined in this rider. This proof includes, but is not limited to, certification by a Physician who:

- has examined the Insured and is qualified to provide such certification; and
- is neither the owner, the Insured, or a family member of the owner or Insured.

For Chronic Illness, such certification must have been made within the preceding 12 month period. If an Accelerated Death Benefit is requested on account of chronic illness on a policy that had previously had an Accelerated Death Benefit paid for chronic illness, we will require a new Physician's certification if the prior certification is older than 12 months old.

We reserve the right to have the Insured examined by a Physician of our choosing and at our own expense when a claim is filed. In the case of conflicting Physician opinions, eligibility for benefits will be determined by a third Physician who is mutually acceptable to the Insured and Guardian. We also reserve the right to require proof which we consider acceptable of the owner's mental competence on the date the accelerated proceeds are requested.

Limitations or Conditions on Eligibility of Benefits

We will pay the Accelerated Death Benefit to the owner, subject to the following conditions:

- We must receive at its Customer Service Office your written request for an Accelerated Death Benefit. Any such request must be in a form acceptable to us. We must receive the Claim Form and any required Physician's certification regarding the Insured's medical condition as described in the "Claim Form" provision.
- The Accelerated Death Benefit payment when added together with any outstanding liens under the policy cannot exceed the Total Lien Limit. If the Accelerated Death Benefit Payment is made on account of chronic illness, the payment is further limited by the Annual Lien Limit.
- The owner may take a maximum of 4 liens per policy year.
- If the policy was issued as part of a pension plan, in order for an Accelerated Death Benefit to be paid, the policy must be out of the pension plan and no longer owned by the plan, or trust established by the plan, or by the insured's employer.
- Any assignee and any irrevocable beneficiary must consent in writing, in a form acceptable to Guardian, to the payment of the Accelerated Death Benefit, on the date such benefit is requested. Such written consent must be received by Guardian at its Customer Service Office.
- If the Insured dies before a requested Accelerated Death Benefit has been paid, the request will be cancelled and we will pay the death proceeds, as defined in the policy to the beneficiary.
- The Accelerated Death Benefit will be paid to the owner or owner's estate while the insured is living, unless the Benefit has been otherwise assigned or designated in writing by the owner.
- While a lien is outstanding, no changes in the plan of insurance, changes in Death Benefit Option, face amount decreases, or face amount increases (except in cases where a guaranteed insurability rider is in effect and exercised) will be permitted under the basic policy. However, withdrawals will still be permitted.
- Death Benefit Option 1 must be in effect. If Death Benefit Option 2 or 3 is in effect, it will be changed to Death Benefit Option 1 on the date we pay the accelerated death benefit.

Liens

When an Accelerated Death Benefit is paid under this rider, a lien is created against the policy. This lien is equal to the amount of the Accelerated Death Benefit we pay because of your request (except as stated in the "Administrative Fee" and "Required Loan Repayment" provisions). The new lien is added to any previous existing liens on the policy. Any outstanding lien will continue against the policy until the lien is repaid, or until the policy ends.

The lien does not reduce the Policy Account Value. However, the portion of the Policy Account Value supporting the outstanding lien is not available for surrender, withdrawal, and cannot be used to pay the policy's monthly deduction charges. This portion of the Policy Account Value also earns interest at an effective annual rate of 3.5%, which may be different than the interest rate credited on the Policy Account Value that is not supporting the lien. The amount of the outstanding lien and accrued lien carrying charges will be deducted from any death or maturity proceeds ultimately payable, and also reduces the policy's net cash surrender value.

Establishing a lien against the policy may require the repayment of all or part of an outstanding policy loan (See the "Required Loan Repayment" provision).

Lien Carrying Charges

Any lien created under the policy will bear carrying charges at the rate described in this provision. Carrying charges are payable in arrears on each policy anniversary. Any unpaid lien carrying charges on a policy anniversary are added to the outstanding lien and will bear carrying charges at the applicable rate. This occurs before any monthly deductions due on that date are processed, and after any unpaid policy loan interest is capitalized.

If unpaid lien interest causes the outstanding lien to exceed the policy's face amount, the policy and rider will end at that time.

The rate we use to determine the carrying charges varies depending on the amount of the outstanding lien. If the outstanding lien is less than or equal to the Policy Account Value, the lien carrying charge rate is equal to the lesser of:

- (a) the fixed policy loan interest rate then in effect as described in the policy; or
- (b) an adjustable loan interest rate as allowed by law.

For any amount of an outstanding lien which exceeds the Policy Account Value, the lien carrying charge applicable to that excess amount will be equal to (b) above.

The adjustable loan interest rate is based on the Moody's Corporate Bond Yield Average published by Moody's Investors Service, Inc., or any successor thereto, as of the calendar month ending two months before the first day of the month in which the policy anniversary falls. We will set this adjustable rate once each policy year, at the beginning of the policy year and it will not change until the following policy anniversary.

If the index used to calculate the adjustable loan interest rate is discontinued, Guardian will use an appropriate substitute, as required by the insurance supervisory official of the state in which this policy is delivered.

Effects on the Policy When a Lien is Outstanding

While a lien is in effect under the policy, it will impact the policy's benefits and provisions as follows:

- The policy's face amount will not be reduced by the lien. However, the death proceeds payable if the Insured dies while the policy is in force will be reduced by the amount of any outstanding liens and accrued lien carrying charges.
- The Policy Account Value will not be reduced by the lien. However, the net cash surrender value available upon surrender of the policy will be reduced by the amount of any outstanding lien and accrued lien carrying charges.
- The loan value of the policy will be reduced by the amount of any outstanding lien and accrued lien carrying charges. If there are both liens and policy loans outstanding under the policy, the policy will lapse if unpaid loan interest causes the lien plus the loan to exceed the cash surrender value of the policy.
- To keep the policy in force, the owner must continue to pay any premiums necessary to avoid policy lapse as described in the policy or any applicable riders attached to the policy.
- If the policy lapses while a lien is outstanding and is later reinstated, the lien must either be repaid or reinstated. If the lien is reinstated, we will both credit interest on the portion of the Policy Account Value securing the lien and will accrue carrying charges as described in this rider, just as if the policy had not lapsed. If the rider is not reinstated, the lien must be repaid.
- You may continue to take partial withdrawals from the policy's Net Cash Surrender Value as described in the policy. In determining the Net Cash Surrender value, the amount of any outstanding lien and accrued lien carrying charges will be deducted. If a partial withdrawal is taken, we will reduce the Total Lifetime Lien Limit and the Maximum Annual Lien Amount available for that year by the amount of any withdrawals.
- There is no change to the policy's cost of insurance or other charges.
- Any dividend payable under the policy will be affected by any outstanding lien and lien carrying charges during the policy year. However, no dividends are expected to be paid under the basic policy.

Annual Lien Limit

When Accelerated Death Benefits are paid on account of the Chronic Illness of the Insured, Guardian imposes a maximum limit on the amount the owner may receive in a single calendar year. The maximum amount for base policy face amounts of \$250,000 and greater is the Per Diem Limitation declared each year by the Internal Revenue Service, multiplied by 365. Guardian will prorate this amount in the first year in which Accelerated Death Benefits are paid for the portion of the calendar year in which the Insured is eligible for benefits.

If the face amount of the policy is less than \$250,000, the Annual Lien Limit is reduced proportionally based on the ratio of the policy's face amount to \$250,000.

There is no Annual Lien Limit for Accelerated Death Benefits paid because of the Terminal Illness of the Insured.

The Annual Lien Amount for a given calendar year is reduced by the amount of any withdrawals made during that calendar year.

Total Lien Limit

We determine the policy's Total Lien Limit the first time you request an Accelerated Death Benefit payment and after we have received a completed claim form along with any proof we require of the insured's qualifying condition. The Total Lien Limit is the Policy Account Value at that time plus a percentage of the Net Amount at Risk. This percentage is shown on the Table of Percentages for Total Lien Limit Under Accelerated Death Benefit Rider. Once the Total Lien Limit is determined, it does not change except under 2 circumstances:

- If a partial withdrawal is taken under the policy, we will reduce the Total Lien Limit by the amount of the withdrawal; or
- If the face amount of the basic policy is increased by the exercise of any rider contained in this policy providing a guaranteed insurability option, the total lien amount will be increased. The Total Lien Limit will increase by X% of the increase in face amount, where "X" equals the percentage shown on the Table of Percentages for Total Lien Limit Under Accelerated Death Benefit Rider applicable to the attained age when the first Accelerated Death Benefit Payment was made under this rider.

Amount of Accelerated Death Benefit Payment

The Accelerated Death Benefit actually paid to the owner will generally equal the amount which was requested. However, the amount of the Accelerated Death Benefit can be limited by the following:

- (a) If the benefit amount requested, when added together with any other Accelerated Death Benefits previously paid during the same calendar year, exceeds the Annual Lien Limit, then we will only pay an amount that, when added to the previously paid Accelerated Death Benefits, adds up to the Annual Lien Limit. For Accelerated Death Benefits paid because of the terminal illness of the Insured, there is no Annual Lien Limit.
- (b) If the benefit amount requested, plus any previous outstanding lien, exceeds the Total Lien Limit, then we will reduce the amount payable so that this Limit is not violated.
- (c) In certain circumstances, the benefit amount requested may be reduced by a required loan repayment, as described in the "Required Loan Repayment" provision.
- (d) A fee is deducted from the first Accelerated Death Benefit paid under this rider as described in the "Administrative Fee" provision.

Administrative Fee

A one-time Administrative Fee of \$250 will be charged the first time that an Accelerated Death Benefit is paid under this rider. This charge is associated with our administrative costs for processing an Accelerated Death Benefit payment to you. This charge is deducted from the Accelerated Death Benefit payable, and it is included in the lien that is created as a result of that payment.

Required Loan Repayment

An Accelerated Death Benefit may be requested, and therefore a lien established, while a policy loan is outstanding. However, a loan repayment may be required as described in this provision. Such a loan repayment would be deducted from the requested Accelerated Death Benefit prior to the payment of such benefit. A loan repayment is required if (a) plus (b) exceeds (c), where:

- (a) is the requested Accelerated Death Benefit amount, plus any outstanding lien;
- (b) is the amount of any outstanding policy loan as of the date the Accelerated Death Benefit payment is calculated; and
- (c) is the Policy Account Value as of the date the Accelerated Death Benefit Payment is calculated.

The amount of the loan repayment is the least of the following:

- (1) (a) plus (b) minus (c), as defined above,
- (2) the amount necessary to repay the loan in its entirety, or
- (3) the requested Accelerated Death Benefit.

We will use unidentified payments made under the policy to repay any outstanding loans and allocate any remainder as a policy premium, rather than to repay the lien.

Lien Repayment

Any outstanding lien may be repaid at any time before the Insured's death.

Minimum Accelerated Death Benefit Amount

The minimum Accelerated Death Benefit amount is the lesser of \$500 or the maximum amount available as determined by the Annual Lien Limit or the Total Lien Limit.

Notice of Claim

A written request for an Accelerated Death Benefit payment may be submitted to Guardian if the Insured is diagnosed as being Chronically III or Terminally III as defined in this rider. The request for acceleration must identify the policy number and the Insured and be sent to our Customer Service Office.

Claim Form

We will send a claim form to you when a request for an Accelerated Death Benefit payment is made. If we do not mail the claim form within 15 days after a request for an Accelerated Death Benefit payment is made, you will be considered to have complied with the requirements of this rider as to proof of the Insured's medical condition upon providing a Physician's certification which is acceptable to us.

The Contract

This rider is:

- Issued in consideration of the application;
- Attached to the policy and is part of the entire contract as defined in the policy;
- Subject to all of the applicable provisions of the policy.

Incontestability

During the first 2 years this rider is in effect, we may contest a request for an accelerated death benefit payment under this rider, based on material misrepresentations made in applying for this rider.

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

Nonparticipation

This rider is not eligible for dividends and will not share in Guardian's divisible surplus.

Issue Date

This rider is effective as of its Issue Date. The Issue Date of this rider is the Issue Date of the basic policy unless this rider is added to an inforce policy. In this case, the Issue Date is shown in a separate endorsement, which is issued with the rider.

Termination

The basic policy will terminate when any outstanding lien under this rider exceeds the policy face amount. This rider will terminate on the earliest of:

- The date the basic policy terminates;
- The date of the Insured's death;
- Upon receipt of proper written request for cancellation at our Customer Service Office. This rider must be sent to the Customer Service Office for cancellation. However, if there is a lien outstanding, the rider cannot be cancelled unless the lien is repaid; or

This rider may be reinstated only if the basic policy is reinstated. In addition, this rider will only be reinstated if the Insured is classified as a standard risk or better at the time of reinstatement.

The Guardian Life Insurance Company of America



Secretary

**TABLE OF PERCENTAGES FOR
TOTAL LIEN LIMIT UNDER
ACCELERATED DEATH BENEFIT RIDER (ABR)**

THE TOTAL LIEN LIMIT UNDER THE ABR IS DESCRIBED IN THE "TOTAL LIEN LIMIT" PROVISION OF THE RIDER. THE PERCENTAGE OF THE NET AMOUNT OF RISK REFERRED TO IN SUCH PROVISION IS SHOWN BELOW:

1. FOR TERMINAL ILLNESS: 80% OF THE NET AMOUNT AT RISK
2. FOR CHRONIC ILLNESS: A PERCENTAGE OF THE NET AMOUNT AT RISK, VARYING BY ATTAINED AGE, AS FOLLOWS:

ATTAINED AGE	PERCENTAGE
Up to 67	20%
68	24%
69	28%
70	32%
71	36%
72	40%
73	44%
74	48%
75 and over	50%

SERFF Tracking Number: GARD-126281859 State: Arkansas
 Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 43424
 Company Tracking Number: 09-R111 UL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: ADBR RIDER FOR UL
 Project Name/Number: EABR/09-R111 UL

Supporting Document Schedules

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

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

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage		
Bypass Reason: We consider the Accelerated Benefit Rider a Life Product.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Actuarial Certification		
Comments:		
Attachments: Actuarial Nonforfeiture Certification.pdf Actuarial Reserve Certification.pdf		

	Item Status:	Status

SERFF Tracking Number: GARD-126281859 State: Arkansas
Filing Company: The Guardian Life Insurance Company of State Tracking Number: 43424
America
Company Tracking Number: 09-R111 UL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: ADBR RIDER FOR UL
Project Name/Number: EABR/09-R111 UL

Date:

Satisfied - Item: Certification - Rule 19

Comments:

Attachment:

Certificate of Compliance with Rule 19.pdf

Item Status:

Status

Date:

Satisfied - Item: Disclosures

Comments:

Attachments:

Disclosure EABR UL DISC 1.pdf

Disclosure EABR UL DISC 2.pdf



STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: The Guardian Life Insurance Company of America

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

<u>Form Title</u>	<u>Form Number</u>	<u>Flesch Score</u>
Accelerated Death Benefit Rider	09-R111 UL	41

Name: John J. Monahan
Title: Director, Individual Markets Compliance
Date: August 28, 2009



Customer Service Office
3900 Burgess Place
Bethlehem, PA 18017

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

APPLICATION FOR LIFE INSURANCE Part 1

Please print

(Page 1 of 7)

1. Proposed Insured Information

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

2. Employment Information

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

3. Owner Information

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

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

4. Beneficiary Information

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

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

5. Purpose of Insurance

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

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

6. Financial Information

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

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

Business Finances (Complete if policy is business owned)

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

7. Proposed Insurance

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

b. Riders

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

- Accidental Death Benefit (ADB) ADB Face Amount: \$ 150,000
Waiver of Premium (WP) Initial Period Waiver of Premium (For LifeSpan only)
Scheduled/Unscheduled Paid-Up Additions (EPUA) Rider
Guaranteed Purchase Option (GIO)/Whole Life Purchase Option
Accelerated Benefit Rider (EABR/ABR)
10 Year Annually Renewable Term (RTR-10)
Paid-Up Insurance Rider
Paid-Up Additions Rider
DuoGuard
Exchange to Term Insurance
Select Security Rider
Other

Universal Life and Variable Life Riders

- Additional Sum Insured
Secondary Guarantee Coverage Rider/Guaranteed Coverage Rider
Accidental Death Benefit (ADB)
Waiver of Monthly Deductions
Disability Benefit Rider
Guaranteed Insurability Option
Adjustable Annual Renewable Term
Other

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

- Survivorship Waiver of Premium (Death Waiver)
Policy Split Option
Adjustable Annual Renewable Term
Single Life Term/RTR 85
Second to Die DuoGuard
First To Die DuoGuard
Split Dollar Protector
Other

8. Premiums

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

9. Dividends (for participating policies only)

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

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

10. Additional Information for VUL/UL Policies

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

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

 - Guideline Premium Test Cash Value Accumulation Test

11. Replacement

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

Yes No

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

12. Existing Insurance on Proposed Insured

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

A. Life insurance policies

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

B. Annuity contracts

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

13. Personal History of the Proposed Insured

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

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

Application For Life Insurance – Part I (continued)

Representations of the Proposed Insured and Owner

(Page 7 of 7)

Those parties who sign below, agree that:

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

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

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

John Doe
Signature of Proposed Insured

Signature of Applicant/Owner if Other than Proposed Insured

Signature of Additional Owner

Witness (for applications taken by mail)

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

Mary Smith
Signature of Licensed Agent

987654
License Number(s)

Mary Smith
Agent's Name

NY
State(s) where licensed



STATE OF ARKANSAS

ACTUARIAL CERTIFICATION

The Guardian Life Insurance Company of America does hereby certify that its Form Number 09-R111 UL is in compliance with Section 7 (Nonforfeiture) of Regulation 34.

Andrew Gordon, FSA, MAAA
Associate Actuary
Date August 28, 2009



STATE OF ARKANSAS

ACTUARIAL CERTIFICATION

The Guardian Life Insurance Company of America, does hereby certify that its Form Number(s): 09-R111 UL , are in compliance with Section 6 (Valuation) of Regulation 34.
No additional reserves are needed for this rider.

James Gdowik, FSA, MAAA
Associate Actuary
Date : August 28, 2009



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

Insurer: The Guardian Life Insurance Company of America

Form Number(s): 09-R111 UL

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

August 28, 2009

Date



The Guardian Life Insurance Company of America
Customer Service Office
3900 Burgess Place, Bethlehem, PA 18017

**UNIVERSAL LIFE ACCELERATED DEATH BENEFIT RIDER
SUMMARY AND DISCLOSURE STATEMENT**

This Disclosure Statement provides a brief summary of the important features of an Accelerated Death Benefit Rider; it does not alter any of the rider's provisions. The actual provisions of the rider set forth its full details and conditions.

EFFECTS OF AN ACCELERATED DEATH BENEFIT PAYMENT ON A LIFE INSURANCE POLICY

WHEN AN ACCELERATED DEATH BENEFIT IS PAID, A LIEN IS CREATED AGAINST THE POLICY GENERALLY EQUAL TO THE AMOUNT OF THE ACCELERATED BENEFIT WE PAY. ANY LIEN CREATED WILL BEAR CARRYING CHARGES WHICH ARE PAYABLE IN ARREARS ON EACH POLICY ANNIVERSARY. THE INTEREST RATE VARIES DEPENDING ON THE AMOUNT OF THE OUTSTANDING LIEN. IF THE OUTSTANDING LIEN IS LESS THAN OR EQUAL TO THE POLICY ACCOUNT VALUE OF THE POLICY, THE LIEN CARRYING CHARGE RATE IS EQUAL TO THE LESSER OF THE FIXED LOAN INTEREST RATE THEN IN EFFECT UNDER THE POLICY OR AN ADJUSTABLE LOAN INTEREST RATE AS ALLOWED BY LAW. THE RATE FOR ANY AMOUNT OF AN OUTSTANDING LIEN WHICH EXCEEDS THE POLICY ACCOUNT VALUE OF THE POLICY IS EQUAL TO AN ADJUSTABLE LOAN INTEREST RATE AS ALLOWED BY LAW. THE ADJUSTABLE LOAN INTEREST RATE IS BASED ON THE MOODY'S CORPORATE BOND YIELD AVERAGE PUBLISHED BY MOODY'S INVESTORS SERVICE, INC., OR ANY SUCCESSOR THERETO, AS OF THE CALENDAR MONTH ENDING TWO MONTHS BEFORE THE FIRST DAY OF THE MONTH OF THE POLICY ANNIVERSARY.

THE NET CASH SURRENDER VALUE, LOAN VALUE, AND DEATH PROCEEDS PAYABLE WILL BE REDUCED BY ANY LIEN OUTSTANDING PLUS ACCRUED LIEN CARRYING CHARGES, DUE TO THE PAYMENT OF AN ACCELERATED BENEFIT. HOWEVER, THE POLICY'S FACE AMOUNT AND POLICY ACCOUNT VALUE ARE NOT AFFECTED BY ANY OUTSTANDING LIEN. IN ADDITION, ANY DIVIDEND PAYABLE WILL BE AFFECTED BY ANY OUTSTANDING LIEN AND LIEN CARRYING CHARGES DURING THE POLICY YEAR. HOWEVER IT IS NOT EXPECTED THAT ANY DIVIDENDS WILL BE PAID UNDER THE POLICY.

WHILE A LIEN IS OUTSTANDING, THE POLICY WILL REMAIN IN FORCE AS LONG AS THE POLICY'S LAPSE TEST IS MET. THE AMOUNT OF POLICY ACCOUNT VALUE THAT IS SUPPORTING AN OUTSTANDING LIEN CANNOT BE USED TO PAY MONTHLY DEDUCTION CHARGES DUE UNDER THE POLICY. IF THE TOTAL LOAN PLUS OUTSTANDING LIEN, PLUS ACCRUED CARRYING CHARGES, EXCEEDS THE POLICY'S FACE AMOUNT, THEN THE POLICY AND ANY OTHER RIDERS WILL END.

UPON RECEIPT OF A REQUEST FOR AN ACCELERATED DEATH BENEFIT PAYMENT, GUARDIAN WILL NOTIFY THE OWNER AND ANY IRREVOCABLE BENEFICIARY OF THE EFFECT THAT SUCH PAYMENT WILL HAVE ON POLICY BENEFITS AND VALUES.

TAX CONSEQUENCES

ALTHOUGH THE PAYMENTS MADE UNDER THIS RIDER ARE INTENDED TO QUALIFY FOR FAVORABLE TAX TREATMENT UNDER SECTION 101(g) OF THE FEDERAL INTERNAL REVENUE CODE, PAYMENTS UNDER THIS RIDER MAY BE TAXABLE. THE OWNER SHOULD CONSULT A COMPETENT TAX ADVISOR TO DETERMINE THE CURRENT TAX CONSEQUENCES BEFORE REQUESTING ANY ACCELERATED PROCEEDS.

GOVERNMENT ENTITLEMENTS

YOUR ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS, SUCH AS MEDICAL ASSISTANCE (MEDICAID), AID TO FAMILIES WITH DEPENDENT CHILDREN, AND SUPPLEMENTAL SECURITY INCOME (“SSI”) MAY BE AFFECTED BY HAVING AN ACCELERATED DEATH BENEFIT RIDER AS PART OF YOUR LIFE INSURANCE POLICY OR BY RECEIVING AN ACCELERATED DEATH BENEFIT PAYMENT. Exercising the option to receive an accelerated death benefit payment and receiving such payment before applying for these programs, or while other government benefits are being received, may affect initial or continued eligibility. The appropriate social services agency (for example, the Medicaid Unit of the local Department of Public Welfare and Social Security Administration Office) should be consulted for more information concerning how receipt of an accelerated benefit payment will affect the eligibility of the recipient and/or the recipient’s spouse or dependents.

LIMITS OF AN ACCELERATED DEATH BENEFIT RIDER

THE ACCELERATED DEATH BENEFIT RIDER IS NOT HEALTH, NURSING HOME, OR LONG TERM CARE INSURANCE, AND IT IS NOT INTENDED OR DESIGNED TO ELIMINATE YOUR NEED FOR SUCH COVERAGE. There are no restrictions or limits on the use of an accelerated death benefit payment. An accelerated death benefit payment may not be enough to cover your medical, nursing home or other bills.

OTHER OPTIONS

Even though it is attached to a policy, an Accelerated Death Benefit Rider does not have to be exercised. An Accelerated Death Benefit Rider provides you with an additional means of accessing cash under a life insurance policy, although it is not the only method of doing so. **Alternatively, you may elect to receive a loan (if available under your policy) or to make a partial withdrawal or surrender.**

DEFINITIONS

Activities of Daily Living: This means the basic human functional abilities which relate to the insured’s ability to live independently. They are bathing, continence, dressing, eating, toileting and transferring.

Chronically Ill or Chronic Illness: This means that the insured has been certified, within the preceding 12 months, by a Physician as: (a) being permanently unable to perform (without Substantial Assistance from another individual) two or more Activities of Daily Living due to loss of functional capacity; or (b) requiring substantial supervision from another individual to protect the insured from threats to health and safety due to permanent Severe Cognitive Impairment.

Severe Cognitive Impairment: This means a deterioration or loss of intellectual capacity that is: (a) comparable to (and includes) Alzheimer’s disease and similar forms of irreversible dementia; and (b) measured by clinical evidence and standardized tests that reliably measure impairment.

Substantial Assistance: This means Hands-on Assistance or Standby Assistance. Hands-on Assistance means the physical assistance of another person without which the individual would be unable to perform the Activity of Daily Living. Standby Assistance means the presence of another person within arm’s reach of the individual that is necessary to prevent, by physical intervention, injury to the individual while he or she is performing an Activity of Daily Living.

Terminally Ill or Terminal Illness: This means that the insured has been certified by a physician as having an illness or physical condition which can reasonably be expected to result in death within 12 months.

THE ACCELERATED DEATH BENEFIT PAYMENT

An accelerated death benefit payment may be made to the owner of a life insurance policy if the owner provides proof acceptable to Guardian that the insured is either chronically ill or terminally ill as defined above. This proof includes but is not limited to a physician’s certification regarding the insured’s medical condition. Guardian must receive at its customer service office the owner’s written request for an accelerated death benefit payment and the physician’s certification and claim form regarding the insured’s medical condition.

The accelerated benefit payment will be paid to the owner in a lump sum.

LIMITATIONS OR CONDITIONS ON ELIGIBILITY OF BENEFITS

Accelerated Death Benefit payments are limited by both the Annual Lien Limit and the Total Lien Limit. The owner may take a maximum of 4 liens per policy year. If the policy was issued as part of a pension plan, in order for an Accelerated Benefit to be paid, the policy must be out of the pension plan and individually owned. Guardian must receive at its customer service office the written consent of any assignee and any irrevocable beneficiary to the payment of the accelerated benefit. And, when a lien is outstanding under the policy, no changes may be made to the plan of insurance or death benefit options, and no increases or decreases of the policy face amount may be made. However, partial withdrawals may still be made.

ANNUAL LIEN LIMIT

When accelerated benefits are paid on account of the Chronic Illness of the insured, Guardian imposes a maximum limit on the amount the owner may receive in a single calendar year. This maximum amount for base policy face amounts of \$250,000 and greater is the Per Diem Limitation declared each year by the Internal Revenue Service, multiplied by 365. In the first year in which accelerated benefits are paid Guardian will prorate this amount for the portion of the calendar year in which the insured is eligible for benefits.

If the face amount of the policy is less than \$250,000, the Annual Lien Limit is reduced proportionally based on the ratio of the policy's face amount to \$250,000.

There is no Annual Lien Limit for accelerated benefits paid because of the Terminal Illness of the insured.

TOTAL LIEN LIMIT

The Total Lien Limit is the Policy Account Value under the policy, plus a percentage of the Net Amount at Risk. The Policy Account Value and Net Amount at Risk are determined when the first accelerated death benefit is paid and is not recalculated for subsequent accelerated death benefit payments. The percentage of the net amount at risk is 80% for accelerated death benefits paid on account of terminal illness. For chronic illness accelerations, the percentage depends on the attained age of the insured under the policy the first time an accelerated death benefit is paid, as follows:

Age	Percentage
Up to 67	20%
68	24%
69	28%
70	32%
71	36%
72	40%
73	44%
74	48%
75 and over	50%

The Total Lien Limit does not change after it is determined for a given policy except under 2 circumstances: (1) the Total Lien Limit is reduced by the amount of any partial withdrawals taken under the policy after the Limit is first determined, and (2) the Total Lien Limit will be increased if the policy has a rider providing for guaranteed insurability, and such rider is exercised and the policy face amount is thereby increased. In this situation, the Total Lien Limit will be increased by 20% of the face amount increase.

Net Amount at Risk: Net Amount at Risk on a given date means the policy's death benefit as of that date minus the Policy Account Value as of that date.

ADMINISTRATIVE FEE

A one-time Administrative Fee of \$250 will be charged the first time that an Accelerated Benefit is paid under this rider. This charge is associated with Guardian's administrative costs for processing an Accelerated Benefit payment to the owner. This charge is deducted from the Accelerated Benefit payable, and it is included in the lien that is created as a result of that payment.

COST

There is no premium charged to add an Accelerated Benefit Rider to a life insurance policy and there is no monthly deduction charge for the rider.

TERMINATION

The basic policy will terminate when any outstanding lien under this rider exceeds the policy face amount. This rider will terminate on the earliest of:

- The date the basic policy terminates;
- The date of the Insured's death; or
- Upon receipt of proper written request for cancellation at our Customer Service Office. This rider must be sent to the Customer Service Office for cancellation. However, if there is a lien outstanding, the rider cannot be cancelled unless the lien is repaid.

ACKNOWLEDGEMENT

I hereby acknowledge that I have received and read this Accelerated Benefit Rider Summary and Disclosure Statement.

Signature of Proposed Insured

Date

Signature of Proposed Owner (if other than Proposed Insured)

Date

Signature of Agent

Agent Code

Date

Agent

Date

The Guardian Life Insurance Company of America



The Guardian Life Insurance Company of America
Customer Service Office
3900 Burgess Place, Bethlehem, PA 18017

BEFORE SUBMITTING A REQUEST FOR AN ACCELERATED BENEFIT PAYMENT, PLEASE READ THE FOLLOWING DISCLOSURE STATEMENT CAREFULLY AND KEEP IT WITH YOUR POLICY.

**UNIVERSAL LIFE ACCELERATED DEATH BENEFIT RIDER
SUMMARY AND DISCLOSURE STATEMENT**

Before Guardian pays an accelerated benefit payment, the owner must provide proof acceptable to Guardian that the insured is Chronically Ill or Terminally Ill as defined below. "Proof" included certification by a licensed physician who has examined the insured and is qualified to provide such certification.

EFFECTS OF AN ACCELERATED DEATH BENEFIT PAYMENT ON A LIFE INSURANCE POLICY

WHEN AN ACCELERATED DEATH BENEFIT IS PAID, A LIEN IS CREATED AGAINST THE POLICY GENERALLY EQUAL TO THE AMOUNT OF THE ACCELERATED BENEFIT WE PAY. ANY LIEN CREATED WILL BEAR CARRYING CHARGES WHICH ARE PAYABLE IN ARREARS ON EACH POLICY ANNIVERSARY. THE INTEREST RATE VARIES DEPENDING ON THE AMOUNT OF THE OUTSTANDING LIEN. IF THE OUTSTANDING LIEN IS LESS THAN OR EQUAL TO THE POLICY ACCOUNT VALUE OF THE POLICY, THE LIEN CARRYING CHARGE RATE IS EQUAL TO THE LESSER OF THE FIXED LOAN INTEREST RATE THEN IN EFFECT UNDER THE POLICY OR AN ADJUSTABLE LOAN INTEREST RATE AS ALLOWED BY LAW. THE RATE FOR ANY AMOUNT OF AN OUTSTANDING LIEN WHICH EXCEEDS THE POLICY ACCOUNT VALUE OF THE POLICY IS EQUAL TO AN ADJUSTABLE LOAN INTEREST RATE AS ALLOWED BY LAW. THE ADJUSTABLE LOAN INTEREST RATE IS BASED ON THE MOODY'S CORPORATE BOND YIELD AVERAGE PUBLISHED BY MOODY'S INVESTORS SERVICE, INC., OR ANY SUCCESSOR THERETO, AS OF THE CALENDAR MONTH ENDING TWO MONTHS BEFORE THE FIRST DAY OF THE MONTH OF THE POLICY ANNIVERSARY.

THE NET CASH SURRENDER VALUE, LOAN VALUE, AND DEATH PROCEEDS PAYABLE WILL BE REDUCED BY ANY LIEN OUTSTANDING PLUS ACCRUED LIEN CARRYING CHARGES, DUE TO THE PAYMENT OF AN ACCELERATED BENEFIT. HOWEVER, THE POLICY'S FACE AMOUNT AND POLICY ACCOUNT VALUE ARE NOT AFFECTED BY ANY OUTSTANDING LIEN. IN ADDITION, ANY DIVIDEND PAYABLE WILL BE AFFECTED BY ANY OUTSTANDING LIEN AND LIEN CARRYING CHARGES DURING THE POLICY YEAR. HOWEVER IT IS NOT EXPECTED THAT ANY DIVIDENDS WILL BE PAID UNDER THE POLICY.

WHILE A LIEN IS OUTSTANDING, THE POLICY WILL REMAIN IN FORCE AS LONG AS THE POLICY'S LAPSE TEST IS MET. THE AMOUNT OF POLICY ACCOUNT VALUE THAT IS SUPPORTING AN OUTSTANDING LIEN CANNOT BE USED TO PAY MONTHLY DEDUCTION CHARGES DUE UNDER THE POLICY. IF THE TOTAL OUTSTANDING LIEN, PLUS ACCRUED CARRYING CHARGES, EXCEEDS THE POLICY'S FACE AMOUNT, THEN THE POLICY AND ANY OTHER RIDERS WILL END.

UPON RECEIPT OF A REQUEST FOR AN ACCELERATED DEATH BENEFIT PAYMENT, GUARDIAN WILL NOTIFY THE OWNER AND ANY IRREVOCABLE BENEFICIARY OF THE EFFECT THAT SUCH PAYMENT WILL HAVE ON POLICY BENEFITS AND VALUES.

TAX CONSEQUENCES

ALTHOUGH THE PAYMENTS MADE UNDER THIS RIDER ARE INTENDED TO QUALIFY FOR FAVORABLE TAX TREATMENT UNDER SECTION 101(g) OF THE FEDERAL INTERNAL REVENUE CODE, PAYMENTS UNDER THIS RIDER MAY BE TAXABLE. THE OWNER SHOULD CONSULT A COMPETENT TAX ADVISOR TO DETERMINE THE CURRENT TAX CONSEQUENCES BEFORE REQUESTING ANY ACCELERATED PROCEEDS.

GOVERNMENT ENTITLEMENTS

YOUR ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS, SUCH AS MEDICAL ASSISTANCE (MEDICAID), AID TO FAMILIES WITH DEPENDENT CHILDREN, AND SUPPLEMENTAL SECURITY INCOME (“SSI”) MAY BE AFFECTED BY HAVING AN ACCELERATED DEATH BENEFIT RIDER AS PART OF YOUR LIFE INSURANCE POLICY OR BY RECEIVING AN ACCELERATED DEATH BENEFIT PAYMENT. Exercising the option to receive an accelerated death benefit payment and receiving such payment before applying for these programs, or while other government benefits are being received, may affect initial or continued eligibility. The appropriate social services agency (for example, the Medicaid Unit of the local Department of Public Welfare and Social Security Administration Office) should be consulted for more information concerning how receipt of an accelerated benefit payment will affect the eligibility of the recipient and/or the recipient’s spouse or dependents.

LIMITS OF AN ACCELERATED DEATH BENEFIT RIDER

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OTHER OPTIONS

Even though it is attached to a policy, an Accelerated Death Benefit Rider does not have to be exercised. An Accelerated Death Benefit Rider provides you with an additional means of accessing cash under a life insurance policy, although it is not the only method of doing so. **Alternatively, you may elect to receive a loan (if available under your policy) or to make a partial withdrawal or surrender.**

DEFINITIONS

Activities of Daily Living: This means the basic human functional abilities which relate to the insured’s ability to live independently. They are bathing, continence, dressing, eating, toileting and transferring.

Chronically Ill or Chronic Illness: This means that the insured has been certified, within the preceding 12 months, by a Physician as: (a) being permanently unable to perform (without Substantial Assistance from another individual) two or more Activities of Daily Living due to loss of functional capacity; or (b) requiring substantial supervision from another individual to protect the insured from threats to health and safety due to permanent Severe Cognitive Impairment.

Severe Cognitive Impairment: This means a deterioration or loss of intellectual capacity that is: (a) comparable to (and includes) Alzheimer’s disease and similar forms of irreversible dementia; and (b) measured by clinical evidence and standardized tests that reliably measure impairment.

Substantial Assistance: This means Hands-on Assistance or Standby Assistance. Hands-on Assistance means the physical assistance of another person without which the individual would be unable to perform the Activity of Daily Living. Standby Assistance means the presence of another person within arm’s reach of the individual that is necessary to prevent, by physical intervention, injury to the individual while he or she is performing an Activity of Daily Living.

Terminally Ill or Terminal Illness: This means that the insured has been certified by a physician as having an illness or physical condition which can reasonably be expected to result in death within 12 months.

LIMITATIONS OR CONDITIONS ON ELIGIBILITY OF BENEFITS

Accelerated Death Benefit payments are limited by both the Annual Lien Limit and the Total Lien Limit. The owner may take a maximum of 4 liens per policy year. If the policy was issued as part of a pension plan, in order for an Accelerated Benefit to be paid, the policy must be out of the pension plan and individually owned. Guardian must receive at its customer service office the written consent of any assignee and any irrevocable beneficiary to the payment of the accelerated benefit. And, when a lien is outstanding under the policy, no changes may be made to the plan of insurance or death benefit options, and no increases or decreases of the policy face amount may be made. However, partial withdrawals may still be made.

ANNUAL LIEN LIMIT

When accelerated benefits are paid on account of the Chronic Illness of the insured, Guardian imposes a maximum limit on the amount the owner may receive in a single calendar year. This maximum amount for base policy face amounts of \$250,000 and greater is the Per Diem Limitation declared each year by the Internal Revenue Service, multiplied by 365.

In the first year in which accelerated benefits are paid Guardian will prorate this amount for the portion of the calendar year in which the insured is eligible for benefits.

If the face amount of the policy is less than \$250,000, the Annual Lien Limit is reduced proportionally based on the ratio of the policy's face amount to \$250,000.

There is no Annual Lien Limit for accelerated benefits paid because of the Terminal Illness of the insured.

TOTAL LIEN LIMIT

The Total Lien Limit is the Policy Account Value under the policy, plus a percentage of the Net Amount at Risk. The Policy Account Value and Net Amount at Risk are determined when the first accelerated death benefit is paid and is not recalculated for subsequent accelerated death benefit payments. The percentage of the net amount at risk is 80% for accelerated death benefits paid on account of terminal illness. For chronic illness accelerations, the percentage depends on the attained age of the insured under the policy the first time an accelerated death benefit is paid, as follows:

Age	Percentage
Up to 67	20%
68	24%
69	28%
70	32%
71	36%
72	40%
73	44%
74	48%
75 and over	50%

The Total Lien Limit does not change after it is determined for a given policy except under 2 circumstances: (1) the Total Lien Limit is reduced by the amount of any partial withdrawals taken under the policy after the Limit is first determined, and (2) the Total Lien Limit will be increased if the policy has a rider providing for guaranteed insurability, and such rider is exercised and the policy face amount is thereby increased. In this situation, the Total Lien Limit will be increased by 20% of the face amount increase.

Net Amount at Risk: Net Amount at Risk on a given date means the policy's death benefit as of that date minus the Policy Account Value as of that date.

ADMINISTRATIVE FEE

A one-time Administrative Fee of \$250 will be charged the first time that an Accelerated Benefit is paid under this rider. This charge is associated with Guardian's administrative costs for processing an Accelerated Benefit payment to the owner. This charge is deducted from the Accelerated Benefit payable, and it is included in the lien that is created as a result of that payment.

TERMINATION

The basic policy will terminate when any outstanding lien under this rider exceeds the policy face amount. This rider will terminate on the earliest of:

- The date the basic policy terminates;
- The date of the Insured's death; or
- Upon receipt of proper written request for cancellation at our Customer Service Office. This rider must be sent to the Customer Service Office for cancellation. However, if there is a lien outstanding, the rider cannot be cancelled unless the lien is repaid.

SERFF Tracking Number: GARD-126281859 State: Arkansas
 Filing Company: The Guardian Life Insurance Company of State Tracking Number: 43424
 America
 Company Tracking Number: 09-R111 UL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: ADBR RIDER FOR UL
 Project Name/Number: EABR/09-R111 UL

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
08/27/2009	Form	Accelerated Death Benefit Rider	09/28/2009	09-R111 UL.pdf (Superseded)

ACCELERATED DEATH BENEFIT RIDER

Subject to the terms of this rider, upon receipt of the owner's written request, Guardian will advance a portion of the death benefit to the owner when the Insured has been certified as either Chronically III or Terminally III as defined in this rider.

DISCLOSURES

- **THIS RIDER PROVIDES FOR THE ACCELERATED PAYMENT OF LIFE INSURANCE DEATH PROCEEDS. THIS IS NOT MEANT TO CAUSE THE OWNER TO INVOLUNTARILY ACCESS DEATH PROCEEDS ULTIMATELY INTENDED TO BE PAYABLE TO THE DESIGNATED BENEFICIARY. AN ACCELERATED DEATH BENEFIT PAYMENT WILL BE MADE AVAILABLE TO THE OWNER ON A VOLUNTARY BASIS ONLY. THEREFORE, THE OWNER IS NOT ELIGIBLE TO RECEIVE AN ACCELERATED DEATH BENEFIT PAYMENT IF HE/SHE IS:**
 - **REQUIRED BY LAW TO USE THIS PAYMENT TO MEET THE CLAIMS OF ANY CREDITOR(S), WHETHER IN BANKRUPTCY OR NOT; OR**
 - **REQUIRED BY A GOVERNMENT AGENCY TO USE THIS PAYMENT IN ORDER TO APPLY FOR, OBTAIN, OR KEEP MEDICAID BENEFITS OR ANY OTHER GOVERNMENT BENEFIT OR ENTITLEMENT.**
- **ALTHOUGH THE PAYMENTS MADE UNDER THIS RIDER ARE INTENDED TO QUALIFY FOR FAVORABLE TAX TREATMENT UNDER SECTION 101(g) OF THE FEDERAL INTERNAL REVENUE CODE, PAYMENTS MADE UNDER THIS RIDER MAY BE TAXABLE. THE OWNER SHOULD CONSULT A COMPETENT TAX ADVISOR TO DETERMINE THE CURRENT TAX CONSEQUENCES BEFORE REQUESTING ANY ACCELERATED PROCEEDS.**
- **THE CASH SURRENDER VALUE, LOAN VALUE, AND DEATH PROCEEDS PAYABLE WILL BE REDUCED BY ANY LIEN OUTSTANDING DUE TO THE PAYMENT OF AN ACCELERATED DEATH BENEFIT UNDER THIS RIDER.**
- **IN ADDITION, ANY POLICY DIVIDEND PAYABLE WILL BE AFFECTED BY ANY OUTSTANDING LIEN AND LIEN CARRYING CHARGES DURING THE POLICY YEAR. HOWEVER, IT IS NOT EXPECTED THAT ANY DIVIDENDS WILL BE PAYABLE UNDER THE BASIC POLICY.**

Definitions

Additional terms not defined in this section, or elsewhere in this rider, are explained in the base policy.

Accelerated Death Benefit: This means the portion of the death benefit that, upon receipt of the your written request, we will pay in advance when the Insured has been certified as either Chronically III or Terminally III.

Activities of Daily Living: This means the basic human functional abilities which relate to the Insured's ability to live independently. They are as follows:

- (a) Bathing - the ability to wash oneself by sponge bath or in either a tub or shower, including the task of getting into or out of the tub or shower, without Substantial Assistance from another individual.
- (b) Continence - the ability to maintain control of bowel or bladder function, or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene, including caring for a catheter or colostomy bag, without Substantial Assistance from another individual.
- (c) Dressing - the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs, without Substantial Assistance from another individual.
- (d) Eating - the ability to feed oneself by getting food into the body from a receptacle, such as a plate, cup, or table, or by feeding tube or intravenously, without Substantial Assistance from another individual.
- (e) Toileting - the ability to get to and from the toilet, getting on and off the toilet, and performing associated personal hygiene, without Substantial Assistance from another individual.
- (f) Transferring - the ability to move into or out of a bed, chair or wheelchair, without Substantial Assistance from another individual.

Chronically Ill or Chronic Illness: This means that the Insured has been certified, within the preceding 12 months, by a Physician as:

- (a) being permanently unable to perform (without Substantial Assistance from another individual) two or more Activities of Daily Living due to loss of functional capacity; or
- (b) requiring substantial supervision from another individual to protect the Insured from threats to health and safety due to permanent Severe Cognitive Impairment.

Insured: The person covered under the basic policy. This term does not include other persons covered under other riders which are part of the policy.

Net Amount at Risk: The Net Amount at Risk is used to determine the Total Lien Limit for the rider. The Net Amount at Risk on a given date equals the death benefit of the policy on that date less the Policy Account Value as of that date.

Physician: This means a medical doctor within the definition of Section 1861(r)(1) of the Social Security Act who is licensed to practice the healing arts and who is acting within the scope of his or her license. It does not include an Insured or owner under the basic policy. It also does not include an immediate family member of either the Insured or the owner.

Severe Cognitive Impairment: This means a deterioration or loss of intellectual capacity that is: (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and (b) measured by clinical evidence and standardized tests that reliably measure impairment in the following areas:

1. Short-term or long-term memory; or
2. Orientation to people, places or time; or
3. Deductive or abstract reasoning; or
4. Judgment as it relates to safety awareness.

Substantial Assistance: This means Hands-on Assistance or Standby Assistance. Hands-on Assistance means the physical assistance of another person without which the individual would be unable to perform the Activity of Daily Living. Standby Assistance means the presence of another person within arm's reach of the individual that is necessary to prevent, by physical intervention, injury to the individual while he or she is performing an Activity of Daily Living.

Terminally Ill or Terminal Illness: This means that the Insured has been certified by a Physician as having an illness or physical condition which can reasonably be expected to result in death within 12 months.

Eligibility for the Payment of Benefits

For payments to be made under this rider, you must provide proof acceptable to us that the Insured is either Chronically Ill or Terminally Ill as defined in this rider. This proof includes, but is not limited to, certification by a Physician who:

- has examined the Insured and is qualified to provide such certification; and
- is neither the owner, the Insured, or a family member of the owner or Insured.

For Chronic Illness, such certification must have been made within the preceding 12 month period. If an Accelerated Death Benefit is requested on account of chronic illness on a policy that had previously had an Accelerated Death Benefit paid for chronic illness, we will require a new Physician's certification if the prior certification is older than 12 months old.

We reserve the right to have the Insured examined by a Physician of our choosing and at our own expense when a claim is filed. In the case of conflicting Physician opinions, eligibility for benefits will be determined by a third Physician who is mutually acceptable to the Insured and Guardian. We also reserve the right to require proof which we consider acceptable of the owner's mental competence on the date the accelerated proceeds are requested.

Limitations or Conditions on Eligibility of Benefits

We will pay the Accelerated Death Benefit to the owner, subject to the following conditions:

- We must receive at its Customer Service Office your written request for an Accelerated Death Benefit. Any such request must be in a form acceptable to us. We must receive the Claim Form and any required Physician's certification regarding the Insured's medical condition as described in the "Claim Form" provision.
- The Accelerated Death Benefit payment when added together with any outstanding liens under the policy cannot exceed the Total Lien Limit. If the Accelerated Death Benefit Payment is made on account of chronic illness, the payment is further limited by the Annual Lien Limit.
- The owner may take a maximum of 4 liens per policy year.
- If the policy was issued as part of a pension plan, in order for an Accelerated Death Benefit to be paid, the policy must be out of the pension plan and no longer owned by the plan, or trust established by the plan, or by the insured's employer.
- Any assignee and any irrevocable beneficiary must consent in writing, in a form acceptable to Guardian, to the payment of the Accelerated Death Benefit, on the date such benefit is requested. Such written consent must be received by Guardian at its Customer Service Office.
- If the Insured dies before a requested Accelerated Death Benefit has been paid, the request will be cancelled and we will pay the death proceeds, as defined in the policy to the beneficiary.
- The Accelerated Death Benefit will be paid to the owner or owner's estate while the insured is living, unless the Benefit has been otherwise assigned or designated in writing by the owner.
- While a lien is outstanding, no changes in the plan of insurance, changes in Death Benefit Option, face amount decreases, or face amount increases (except in cases where a guaranteed insurability rider is in effect and exercised) will be permitted under the basic policy. However, withdrawals will still be permitted.
- Death Benefit Option 1 must be in effect. If Death Benefit Option 2 or 3 is in effect, it will be changed to Death Benefit Option 1 on the date we pay the accelerated death benefit.

Liens

When an Accelerated Death Benefit is paid under this rider, a lien is created against the policy. This lien is equal to the amount of the Accelerated Death Benefit we pay because of your request (except as stated in the "Administrative Fee" and "Required Loan Repayment" provisions). The new lien is added to any previous existing liens on the policy. Any outstanding lien will continue against the policy until the lien is repaid, or until the policy ends.

The lien does not reduce the Policy Account Value. However, the portion of the Policy Account Value supporting the outstanding lien is not available for surrender, withdrawal, and cannot be used to pay the policy's monthly deduction charges. This portion of the Policy Account Value also earns interest at an effective annual rate of 3.5%, which may be different than the interest rate credited on the Policy Account Value that is not supporting the lien. The amount of the outstanding lien and accrued lien carrying charges will be deducted from any death or maturity proceeds ultimately payable, and also reduces the policy's net cash surrender value.

Establishing a lien against the policy may require the repayment of all or part of an outstanding policy loan (See the "Required Loan Repayment" provision).

Lien Carrying Charges

Any lien created under the policy will bear carrying charges at the rate described in this provision. Carrying charges are payable in arrears on each policy anniversary. Any unpaid lien carrying charges on a policy anniversary are added to the outstanding lien and will bear carrying charges at the applicable rate. This occurs before any monthly deductions due on that date are processed, and after any unpaid policy loan interest is capitalized.

If unpaid lien interest causes the outstanding lien to exceed the policy's face amount, the policy and rider will end at that time.

The rate we use to determine the carrying charges varies depending on the amount of the outstanding lien. If the outstanding lien is less than or equal to the Policy Account Value, the lien carrying charge rate is equal to the lesser of:

- (a) the fixed policy loan interest rate then in effect as described in the policy; or
- (b) an adjustable loan interest rate as allowed by law.

For any amount of an outstanding lien which exceeds the Policy Account Value, the lien carrying charge applicable to that excess amount will be equal to (b) above.

The adjustable loan interest rate is based on the Moody's Corporate Bond Yield Average published by Moody's Investors Service, Inc., or any successor thereto, as of the calendar month ending two months before the first day of the month in which the policy anniversary falls. We will set this adjustable rate once each policy year, at the beginning of the policy year and it will not change until the following policy anniversary.

If the index used to calculate the adjustable loan interest rate is discontinued, Guardian will obtain an appropriate substitute, and file this change for approval with the Interstate Insurance Product Regulation Commission.

Effects on the Policy When a Lien is Outstanding

While a lien is in effect under the policy, it will impact the policy's benefits and provisions as follows:

- The policy's face amount will not be reduced by the lien. However, the death proceeds payable if the Insured dies while the policy is in force will be reduced by the amount of any outstanding liens and accrued lien carrying charges.
- The Policy Account Value will not be reduced by the lien. However, the net cash surrender value available upon surrender of the policy will be reduced by the amount of any outstanding lien and accrued lien carrying charges.
- The loan value of the policy will be reduced by the amount of any outstanding lien and accrued lien carrying charges. If there are both liens and policy loans outstanding under the policy, the policy will lapse if unpaid loan interest causes the lien plus the loan to exceed the cash surrender value of the policy.
- To keep the policy in force, the owner must continue to pay any premiums necessary to avoid policy lapse as described in the policy or any applicable riders attached to the policy.
- If the policy lapses while a lien is outstanding and is later reinstated, the lien must either be repaid or reinstated. If the lien is reinstated, we will both credit interest on the portion of the Policy Account Value securing the lien and will accrue carrying charges as described in this rider, just as if the policy had not lapsed. If the rider is not reinstated, the lien must be repaid.
- You may continue to take partial withdrawals from the policy's Net Cash Surrender Value as described in the policy. In determining the Net Cash Surrender value, the amount of any outstanding lien and accrued lien carrying charges will be deducted. If a partial withdrawal is taken, we will reduce the Total Lifetime Lien Limit and the Maximum Annual Lien Amount available for that year by the amount of any withdrawals.
- There is no change to the policy's cost of insurance or other charges.
- Any dividend payable under the policy will be affected by any outstanding lien and lien carrying charges during the policy year. However, no dividends are expected to be paid under the basic policy.

Annual Lien Limit

When Accelerated Death Benefits are paid on account of the Chronic Illness of the Insured, Guardian imposes a maximum limit on the amount the owner may receive in a single calendar year. The maximum amount for base policy face amounts of \$250,000 and greater is the Per Diem Limitation declared each year by the Internal Revenue Service, multiplied by 365. Guardian will prorate this amount in the first year in which Accelerated Death Benefits are paid for the portion of the calendar year in which the Insured is eligible for benefits.

If the face amount of the policy is less than \$250,000, the Annual Lien Limit is reduced proportionally based on the ratio of the policy's face amount to \$250,000.

There is no Annual Lien Limit for Accelerated Death Benefits paid because of the Terminal Illness of the Insured.

The Annual Lien Amount for a given calendar year is reduced by the amount of any withdrawals made during that calendar year.

Total Lien Limit

We determine the policy's Total Lien Limit the first time you request an Accelerated Death Benefit payment and after we have received a completed claim form along with any proof we require of the insured's qualifying condition. The Total Lien Limit is the Policy Account Value at that time plus a percentage of the Net Amount at Risk. This percentage is shown on the Table of Percentages for Total Lien Limit Under Accelerated Death Benefit Rider. Once the Total Lien Limit is determined, it does not change except under 2 circumstances:

- If a partial withdrawal is taken under the policy, we will reduce the Total Lien Limit by the amount of the withdrawal; or
- If the face amount of the basic policy is increased by the exercise of any rider contained in this policy providing a guaranteed insurability option, the total lien amount will be increased. The Total Lien Limit will increase by X% of the increase in face amount, where "X" equals the percentage shown on the Table of Percentages for Total Lien Limit Under Accelerated Death Benefit Rider applicable to the attained age when the first Accelerated Death Benefit Payment was made under this rider.

Amount of Accelerated Death Benefit Payment

The Accelerated Death Benefit actually paid to the owner will generally equal the amount which was requested. However, the amount of the Accelerated Death Benefit can be limited by the following:

- (a) If the benefit amount requested, when added together with any other Accelerated Death Benefits previously paid during the same calendar year, exceeds the Annual Lien Limit, then we will only pay an amount that, when added to the previously paid Accelerated Death Benefits, adds up to the Annual Lien Limit. For Accelerated Death Benefits paid because of the terminal illness of the Insured, there is no Annual Lien Limit.
- (b) If the benefit amount requested, plus any previous outstanding lien, exceeds the Total Lien Limit, then we will reduce the amount payable so that this Limit is not violated.
- (c) In certain circumstances, the benefit amount requested may be reduced by a required loan repayment, as described in the "Required Loan Repayment" provision.
- (d) A fee is deducted from the first Accelerated Death Benefit paid under this rider as described in the "Administrative Fee" provision.

Administrative Fee

A one-time Administrative Fee of \$250 will be charged the first time that an Accelerated Death Benefit is paid under this rider. This charge is associated with our administrative costs for processing an Accelerated Death Benefit payment to you. This charge is deducted from the Accelerated Death Benefit payable, and it is included in the lien that is created as a result of that payment.

Required Loan Repayment

An Accelerated Death Benefit may be requested, and therefore a lien established, while a policy loan is outstanding. However, a loan repayment may be required as described in this provision. Such a loan repayment would be deducted from the requested Accelerated Death Benefit prior to the payment of such benefit. A loan repayment is required if (a) plus (b) exceeds (c), where:

- (a) is the requested Accelerated Death Benefit amount, plus any outstanding lien;
- (b) is the amount of any outstanding policy loan as of the date the Accelerated Death Benefit payment is calculated; and
- (c) is the Policy Account Value as of the date the Accelerated Death Benefit Payment is calculated.

The amount of the loan repayment is the least of the following:

- (1) (a) plus (b) minus (c), as defined above,
- (2) the amount necessary to repay the loan in its entirety, or
- (3) the requested Accelerated Death Benefit.

We will use unidentified payments made under the policy to repay any outstanding loans and allocate any remainder as a policy premium, rather than to repay the lien.

Lien Repayment

Any outstanding lien may be repaid at any time before the Insured's death.

Minimum Accelerated Death Benefit Amount

The minimum Accelerated Death Benefit amount is the lesser of \$500 or the maximum amount available as determined by the Annual Lien Limit or the Total Lien Limit.

Notice of Claim

A written request for an Accelerated Death Benefit payment may be submitted to Guardian if the Insured is diagnosed as being Chronically III or Terminally III as defined in this rider. The request for acceleration must identify the policy number and the Insured and be sent to our Customer Service Office.

Claim Form

We will send a claim form to you when a request for an Accelerated Death Benefit payment is made. If we do not mail the claim form within 15 days after a request for an Accelerated Death Benefit payment is made, you will be considered to have complied with the requirements of this rider as to proof of the Insured's medical condition upon providing a Physician's certification which is acceptable to us.

The Contract

This rider is:

- Issued in consideration of the application;
- Attached to the policy and is part of the entire contract as defined in the policy;
- Subject to all of the applicable provisions of the policy.

Incontestability

During the first 2 years this rider is in effect, we may contest a request for an accelerated death benefit payment under this rider, based on material misrepresentations made in applying for this rider.

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

Nonparticipation

This rider is not eligible for dividends and will not share in Guardian's divisible surplus.

Issue Date

This rider is effective as of its Issue Date. The Issue Date of this rider is the Issue Date of the basic policy unless this rider is added to an inforce policy. In this case, the Issue Date is shown in a separate endorsement, which is issued with the rider.

Termination

The basic policy will terminate when any outstanding lien under this rider exceeds the policy face amount. This rider will terminate on the earliest of:

- The date the basic policy terminates;
- The date of the Insured's death;
- Upon receipt of proper written request for cancellation at our Customer Service Office. This rider must be sent to the Customer Service Office for cancellation. However, if there is a lien outstanding, the rider cannot be cancelled unless the lien is repaid; or

This rider may be reinstated only if the basic policy is reinstated. In addition, this rider will only be reinstated if the Insured is classified as a standard risk or better at the time of reinstatement.

The Guardian Life Insurance Company of America



Secretary

**TABLE OF PERCENTAGES FOR
TOTAL LIEN LIMIT UNDER
ACCELERATED DEATH BENEFIT RIDER (ABR)**

THE TOTAL LIEN LIMIT UNDER THE ABR IS DESCRIBED IN THE "TOTAL LIEN LIMIT" PROVISION OF THE RIDER. THE PERCENTAGE OF THE NET AMOUNT OF RISK REFERRED TO IN SUCH PROVISION IS SHOWN BELOW:

1. FOR TERMINAL ILLNESS: 80% OF THE NET AMOUNT AT RISK
2. FOR CHRONIC ILLNESS: A PERCENTAGE OF THE NET AMOUNT AT RISK, VARYING BY ATTAINED AGE, AS FOLLOWS:

ATTAINED AGE	PERCENTAGE
Up to 67	20%
68	24%
69	28%
70	32%
71	36%
72	40%
73	44%
74	48%
75 and over	50%