

SERFF Tracking Number: GARD-126939085 State: Arkansas
 Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 47887
 Company Tracking Number: 11-PTUL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: PTUL 2011
 Project Name/Number: PTUL 2011/11-PTUL

Filing at a Glance

Company: The Guardian Life Insurance Company of America

Product Name: PTUL 2011 SERFF Tr Num: GARD-126939085 State: Arkansas
 TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 47887
 Adjustable Life Closed
 Sub-TOI: L09I.001 Single Life Co Tr Num: 11-PTUL State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Lisa Capella, Peter Disposition Date: 02/18/2011
 Diggins, Kathleen Tobin
 Date Submitted: 02/03/2011 Disposition Status: Approved-Closed
 Implementation Date Requested: Implementation Date:

State Filing Description:

General Information

Project Name: PTUL 2011 Status of Filing in Domicile: Not Filed
 Project Number: 11-PTUL Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 02/18/2011
 State Status Changed: 02/18/2011
 Deemer Date: Created By: Lisa Capella
 Submitted By: Peter Diggins Corresponding Filing Tracking Number:
 Filing Description:
 Re: The Guardian Life Insurance Company of America
 NAIC #: 429-64246 FEIN #: 13-5123390
 Universal Life Insurance Policy, Form 11-PTUL AR
 Waiver of Monthly Deductions Rider, Form 07-WMD UL SN
 Disability Benefit Rider, Form 07-DBR UL SN
 Application for Life Insurance, Form PT-AP-2011 AR
 Proposed Insured Census for Pension Trust Life Insurance, Form PT-AP-CENSUS-2011

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Guaranteed Issue Supplement, Form GI-SUPP-2011
Simplified Issue Supplement, Form SI-SUPP-2011

We are enclosing for your review and approval, 1 new policy form, two new rider forms and 4 new application forms. Please see Appendix A for more information concerning these forms, including any forms being replaced by the new forms. The expected introduction date for these new forms is March 2011.

POLICY FORM

The policy form is an individual, flexible premium universal life insurance policy. The policies are participating; however dividends are not expected to be paid. The issue ages for the policy are 18-70. The minimum face amount of the policy is \$100,000, except that the Preferred Plus NT class has a \$250,000 minimum. These forms will be issued on a sex-neutral basis and will be available in connection with Pension Trust tax-qualified plans, and sold by agents.

Death Benefit/Face Amount

This policy offers 3 choices of Death Benefit Options: Option 1 (Face Amount), Option 2 (Face Amount plus Policy Account Value) and Option 3 (Face Amount plus Net Accumulated Premiums). If Option 2 or 3 was chosen at issue, the owner has the right to change to Death Benefit Option 1 prior to age 100. At age 100 the Death Benefit is automatically changed to Option 1.

The owner has the right to increase or decrease the face amount once the policy is in force. Increases are subject to underwriting and only allowed on the Policy Anniversary. Any increase in face amount creates a new Policy Segment that has its own underwriting class and charge structure. We do not assess a surrender charge on face amount decreases.

The death benefit will be increased if necessary in order to preserve the policy as a life insurance contract under Section 7702 of the Internal Revenue Code. The policyowner has the choice of the Guideline Premium Test or the Cash Value Accumulation Test for Section 7702 compliance. This election is made in the initial application and cannot be changed after issue. The appropriate set of Death Benefit Factors will be issued with the policy based upon the owner's choice of test.

Premiums

Premiums for the policy are flexible. Premiums are subject to a Premium Charge, which depends on both the policy year and whether the owner has paid premiums up to the Target Premium during the current year. A planned premium is chosen in the application and is billed, but the owner can increase, decrease or choose not to pay the planned premium. The policy will remain in force as long as the Policy Account Value, after deducting the Monthly Deductions,

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minus the Policy Debt is at least zero. On any Monthly Processing Date on which this condition is not satisfied, a 61-day grace period will commence. The owner can prevent the policy from lapsing by paying a premium that will cause the Policy Account Value less Policy Debt to be at least zero.

Policy No-Lapse Guarantee Provision

Depending on the Death Benefit Option elected, the policy may provide a No-Lapse benefit at no cost to the policyowner. If the Death Benefit Option is 1 at issue, this benefit provides that during the first 5 policy years the policy will not lapse even if the Policy Account Value minus Policy Debt is less than zero as long as the No-Lapse Guarantee Condition is met. This Condition is met if the cumulative premiums paid under the policy (less any loans or withdrawals the owner has taken) equal or exceed the sum of the No-Lapse Guarantee Premiums (Minimum Monthly Premiums) for the policy. The No-Lapse period is shown on the Policy Data page, as is the Minimum Monthly Premium.

Monthly Charges

On each Monthly Processing Date, certain Monthly Deductions are subtracted from the Policy Account Value of the policy. These Deductions consist of: (1) Administrative Charges (a flat monthly fee plus a charge per \$1,000 of Base Sum Insured and Additional Sum Insured that applies for 20 years); (2) Cost of Insurance charges for the basic policy; and (3) any monthly charges for supplementary benefit riders that the owner has elected to include in his/her policy. The policy form describes these charges and displays the maximum charges that could apply. The Company has the right to change charges and up to the stated maximums.

Policy Loans

The owner may take policy loans up to the maximum loan amount described in the policy. When a loan is taken, a transfer is made from Unloaned Policy Account Value into a Loan Account. The funds remain in the Loan Account until the loan is repaid. The loan interest rate for this policy starts at 4.5% and decreases to 4.25% after 20 years. Interest is also credited to amounts held in the Loan Account at an interest rate of 3.5%. Any Policy Debt (loan principal plus due and unpaid loan interest) is deducted from any death or surrender proceeds payable under the policy.

Basis of Values

This policy uses the 2001 CSO Mortality Tables. The guaranteed minimum interest rate for the unloaned portion of the Policy Account Value is 3.5%. Beginning in Policy Year 11, an additional interest credit of .25% over the current declared crediting rate is applied to the Unloaned Policy Account Value as long as the declared interest rate is higher than the guaranteed interest rate. The policy can remain in effect up to age 121 of the insured. At that time, the Policy Account Value less Debt is paid to the owner.

Waiver of Monthly Deductions Rider

This rider will waive the monthly deductions due under the basic policy in the event the insured is totally disabled. This

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can help the base policy remain in force in the event the insured's disability makes it difficult to keep paying premiums under the policy. The policy can still lapse due to the capitalization of unpaid loan interest on a large outstanding loan, but the rider protects against the much more common cause of lapse, which is the monthly charges eroding the unloaned Policy Account Value.

The issue ages for the rider are 20-55. There is a monthly charge for the rider (also waived in the event of disability) that is a factor multiplied by the current total Monthly Deduction under the policy. The factor is shown on the Policy Data page.

Disability Benefit Rider

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

When the rider is applied for, a "Specified Amount Premium" is elected. This is the amount that will be credited to the policy every month while the insured is totally disabled as defined in the rider. This amount is shown on the Policy Data Page. After the first policy year, this amount may be reduced if the premiums the owner actually paid into the policy during the first year are less than the Specified Amount Premium he/she elected. The Specified Amount Premium may also be increased or decreased at the request of the policyowner. However, any request to increase this premium can only be made in conjunction with a Face Amount increase under the policy and is subject to underwriting.

The issue ages for the rider are 20-55. There is a monthly charge for the rider which is a factor multiplied by the Specified Amount Premium. The charge is shown on the Policy Data page.

For your information only, we are also submitting actuarial memoranda applicable to our previously approved Secondary Guarantee Rider and Alternate Net Cash Surrender Value Rider when those riders are used with the policy being submitted for approval with this filing.

We will be offering a number of other supplementary benefit riders with this policy which were previously approved by your Department. Appendix B to this letter lists these riders and provides the dates of approval of these forms. Note that the Statement of Variability references information about some of these previously approved rider forms.

These forms will be illustrated and if required, we are enclosing the appropriate certification from our illustration actuary. We are also enclosing any other certifications, transmittals, etc. that are required for this filing. Nonforfeiture and reserve memos are also enclosed, as well as a Statement of Variability which describes those elements of the Policy

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Data page that are variable in nature.

Applications

Application for Life Insurance

This application will be used when applying for any of our previously approved pension trust series of policies. It contains the usual sections for insured, owner, beneficiary information, information about the specific plan of insurance being requested, some basic questions about the insured, and a representations section.

Census Form

We anticipate that many times the Application for Life Insurance will be used as a "master application". When used as such, the owner and insured will not complete a full copy of this application for each insured in the plan. Instead, the Trustees of the pension plan will complete one application which will provide basic information about the case and the specific product they are requesting, and will answer certain other important questions like the replacement of life insurance question. But demographic information regarding the proposed insureds will be provided in a separate Census form, which is enclosed for your approval.

Guaranteed Issue Supplement

When the Application for Life Insurance is used as a "master application", this supplement will be completed for each insured when coverage on that person is being applied for on a guaranteed issue basis.

Simplified Issue Supplement

When the Application for Life Insurance is used as a "master application", this supplement will be completed for each insured when coverage on that person is being applied for on a simplified issue basis.

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

I hope this information is satisfactory and that we may receive your Department's approval of this submission at your earliest convenience. If you have any questions or concerns over this submission, please feel free to contact me at (212) 598-7436.

Sincerely,

Peter Diggins, Director

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 Individual Life Compliance

Company and Contact

Filing Contact Information

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

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$350.00
 Retaliatory? No
 Fee Explanation: 7 forms X \$50
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Life Insurance Company of America	\$350.00	02/03/2011	44375611

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/18/2011	02/18/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	02/15/2011	02/15/2011	Lisa Capella	02/16/2011	02/17/2011

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Disposition

Disposition Date: 02/18/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Certifications		No
Supporting Document	Appendix A & B		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Consent to Submit Rates		Yes
Form	Universal Life Insurance Policy		Yes
Form	Waiver of Monthly Deductions Rider		Yes
Form	Disability Benefit Rider		Yes
Form	Application for Life Insurance		Yes
Form	Proposed Insured Census for Pension		Yes
	Trust Life Insurance		
Form	Guaranteed Issue Supplement		Yes
Form	Simplified Issue Supplement		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 02/15/2011
Submitted Date 02/15/2011
Respond By Date 03/15/2011

Dear Lisa Capella,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or other cost factors and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

The filing requires a Statement of Variability.

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please review your procedures and assure us that you are in compliance.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 02/16/2011
Submitted Date 02/17/2011

Dear Linda Bird,

Comments:

This letter is in response to your objection of 2/15/11. We will respond to your concerns in the order in which they appear in your letter.

Response 1

Comments: Please see the 2 actuarial certifications contained in our initial submission. They show compliance with Regulation 34. We have also attached a Consent to Submit Rates certification so we believe we are now in full compliance with Regulation 34.

Attached is a Statement of Variability. We apologize for this omission from the initial submission.

We believe we are in compliance. A Special Notice that includes all the required information in with Ark. Code Ann. 23-79-138 is included with all policies.

Related Objection 1

Comment:

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or other cost factors and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

The filing requires a Statement of Variability.

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Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Statement of Variability

Comment:

Satisfied -Name: Consent to Submit Rates

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

I hope that this information is satisfactory and that we may receive your Department's approval of this filing at your earliest convenience.

Sincerely,

Kathleen Tobin, Lisa Capella, Peter Diggins

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Form Schedule

Lead Form Number: 11-PTUL

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	11-PTUL AR	Policy/Cont Universal Life ract/Fratern Insurance Policy al Certificate	Initial		48.400	11-PTUL AR.pdf
	07-WMD UL SN	Policy/Cont Waiver of Monthly ract/Fratern Deductions Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		48.700	07-WMD UL SN.pdf
	07-DBR UL SN	Policy/Cont Disability Benefit ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		47.800	07-DBR UL SN.pdf
	PT-AP-2011 AR	Application/Application for Life Enrollment Insurance Form	Initial		53.300	PT-AP-2011 AR.pdf
	PT-AP-CENSUS-2011	Application/Proposed Insured Enrollment Census for Pension Form Trust Life Insurance	Initial		45.300	PT-AP-Census-2011.pdf
	GI-SUPP-	Application/Guaranteed Issue	Initial		52.200	GI-SUPP-

INSURED [JOHN DOE]

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

[1234567] **POLICY NUMBER**

[MARCH 1, 2011] **POLICY DATE**

FACE AMOUNT BASIC SUM INSURED AT ISSUE \$[250,000]

[PREFERRED **UNDERWRITING**
NT] **CLASS**

[ADDITIONAL SUM INSURED \$ [25,000]]

INITIAL FACE AMOUNT \$ [275,000]

ISSUE DATE [MARCH 1, 2011]

[1] **DEATH BENEFIT**
OPTION

PLAN OF INSURANCE UNIVERSAL LIFE INSURANCE

[GUIDELINE **SECTION 7702 TEST**
PREMIUM]



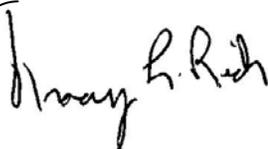
GUARDIAN™

**The Guardian
Life Insurance Company
Of America**

**A Mutual Company
Established 1860**

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

The entire contract consists of the basic policy and any attached additional benefit riders, endorsements and application(s). This policy is issued by Guardian at its home office at [7 Hanover Square, New York, New York 10004], on the issue date. However, all correspondence should be sent to our Customer Service Office shown on the Policy Data page.



Secretary



President

Guardian will pay the death proceeds of this policy to the beneficiary upon receipt of due proof that the insured died while this policy was in force. These proceeds are described in greater detail in the "Death Proceeds" section.

Free Look Period

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

Universal Life Insurance Policy

- Flexible premiums payable during the insured's lifetime ending at Attained Age 121
- Adjustable death proceeds payable upon insured's death if policy is in force
- Maturity Date is Attained Age 121
- Participating – However, Dividends are not expected to be paid

POLICY SUMMARY

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

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

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

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

This policy will stay in force as long as the Policy Account Value less Policy Debt is at least equal to zero. If the Policy Account Value less Policy Debt is less than zero, we allow a 61 day grace period in which to pay a premium to rectify this situation (see the "Grace Period" provision). If a payment is not made by the end of the grace period that causes the Policy Account Value less Policy Debt to be zero or greater, this policy will lapse without value. However, if this policy is within the No-Lapse Guarantee Period, meeting the No Lapse Guarantee Condition may protect this policy from lapsing (see the "No Lapse Guarantee Period" provision). The policy may also remain in force if you have the Secondary Guarantee Rider and the conditions described in that rider are met.

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

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

POLICY DATA

INSURED	[JOHN DOE]	[1234567]	POLICY NUMBER
AGE AND SEX	[35]-[MALE]	[MARCH 1, 2011] [MARCH 1, 2011]	POLICY DATE ISSUE DATE
UNDERWRITING CLASS	[PREFERRED NT]	[1]	DEATH BENEFIT OPTION
PLAN OF INSURANCE	UNIVERSAL LIFE INSURANCE	[GUIDELINE PREMIUM] [MARCH 1, 2097]	SECTION 7702 TEST MATURITY DATE *
FACE AMOUNT	BASIC SUM INSURED AT ISSUE	\$ [250,000]	
	[ADDITIONAL SUM INSURED	\$ [25,000]]	
	INITIAL FACE AMOUNT	\$ [275,000]	
OWNER	[JOHN DOE]		
BENEFICIARY	AS STATED IN THE APPLICATION OR AS SUBSEQUENTLY CHANGED IN THE OWNER'S SIGNED NOTICE		

BENEFITS AND PREMIUMS

BASIC POLICY	AMOUNT
PLANNED [ANNUAL] PREMIUM	\$ [1,612.67]
MINIMUM PREMIUM TO ISSUE POLICY	\$ [435.32]
[GUIDELINE LEVEL PREMIUM]	\$ [3,034.16]
[GUIDELINE SINGLE PREMIUM]	\$ [34,669.64]
POLICY NO-LAPSE GUARANTEE PERIOD	[5] YEARS
[MINIMUM MONTHLY PREMIUM]	\$ [83.25]
 MINIMUM FACE AMOUNT: \$[250,000]	
 TARGET PREMIUM	[\$ 1,612.67]

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

POLICY DATA – CONT'D

BENEFITS AND PREMIUMS (cont'd)

	<u>RIDER/BENEFIT EXPIRY DATE</u>
[[ADDITIONAL SUM INSURED	[03/01/2076]]
ACCIDENTAL DEATH BENEFIT RIDER FACE AMOUNT: \$ [3,000.00]	[03/01/2051]
GUARANTEED INSURABILITY OPTION RIDER OPTION AMOUNT: \$ [25,000.00]	[03/01/2034]
DISABILITY BENEFIT RIDER SPECIFIED AMOUNT: \$ [83.33]	[03/01/2041]
WAIVER OF MONTHLY DEDUCTIONS RIDER	[03/01/2041]
EXCHANGE OF POLICY OPTION	[03/01/2066]
SECONDARY GUARANTEE RIDER	[03/01/2097]
ALTERNATE NET CASH SURRENDER VALUE RIDER	[03/01/2018]
EXCHANGE OF INSUREDS RIDER	
ACCELERATED DEATH BENEFIT RIDER	

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

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

POLICY DATA - CONT'D

CHARGES AND DEDUCTIONS RELATED TO THE POLICY ACCOUNT VALUE

PREMIUM CHARGE

We will deduct a charge from premium payments based on the following percentages. See the "Premiums" Section for details on the determination of premium charge.

Policy Years	Up to Target Premium	Excess over Target Premium
[1-20]	[7]%	[7]%
[21+]	[0]%	[0]%

COST OF INSURANCE CHARGES

Guardian deducts the current cost of insurance charge for the Basic Policy on each Monthly Processing Date. We base the monthly cost of insurance charge on our current cost of insurance rates. The current cost of insurance rate will never exceed the maximum monthly cost of insurance rate for the applicable policy year. The Table of Maximum Monthly Cost of Insurance Rates is shown on page 4. See the "Monthly Cost of Insurance" provision for further information.

ADMINISTRATIVE CHARGES

Guardian deducts administrative charges for the Policy on each Monthly Processing Date. The charges will not exceed the guaranteed charges shown below:

- \$ [7.50] per month for all Policy Years up to the insured's Attained Age 100, plus
- \$ [0.051] per \$1,000 of Basic Sum Insured at Issue deducted monthly for the first [20] policy years.
- [\$ [0.011] per \$1,000 of Additional Sum Insured deducted monthly for the first [20] policy years.]

RIDER CHARGES

Guardian will also deduct the cost of these riders. See the "Monthly Deductions" provision of this policy and the individual rider form(s) for further information.

[RIDER	DESCRIPTION OF CHARGE	POLICY YEARS PAYABLE
ACCIDENTAL DEATH BENEFIT RIDER	\$ [0.21]	1 through [40]
GUARANTEED INSURABILITY OPTION RIDER	\$ [2.32]	1 through [23]
DISABILITY BENEFIT RIDER	[2.3692] times the Specified Amount divided by 100.	1 through [30]
WAIVER OF MONTHLY DEDUCTIONS RIDER	[2.94] times the Monthly Deductions (excluding the cost of this rider) divided by 100.	1 through [30]
ALTERNATE NET CASH SURRENDER VALUE RIDER	\$ [250] 1 time charge due on Issue Date	
SECONDARY GUARANTEE RIDER	\$ [0.01] times the Face Amount divided by 1,000	1 through [20]

]

POLICY DATA - CONT'D

PARTIAL WITHDRAWAL OF NET CASH SURRENDER VALUE

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

SURRENDER CHARGES

The table below shows surrender charges for the Initial Face Amount. For a detailed description of surrender charges, see the "Partial Withdrawals and Surrender" section of this policy.

<u>POLICY YEAR</u>	<u>SURRENDER CHARGE</u>
1	\$[5,085.00
2	4,817.50
3	4,550.00
4	4,282.50
5	4,015.00
6	3,747.50
7	3,480.00
8	3,212.50
9	2,945.00
10	2,675.00
11	2,407.50
12	2,140.00
13	1,872.50
14	1,605.00
15	1,337.50
16	1,070.00
17	802.50
18	535.00
19	267.50]
20 and thereafter	0

POLICY DATA - CONT'D

CHARGES AND DEDUCTIONS FROM THE SECONDARY GUARANTEE ACCOUNT

PREMIUM CHARGE

We will deduct a charge from premium payments based on the following percentages. See the "Premiums" Section for details on the determination of premium charge.

Policy Years	Up to Target Premium	Excess over Target Premium
[1-20]	[7]%	[4]%
[21+]	[3]%	[0]%

COST OF INSURANCE CHARGES

Under the Secondary Guarantee Account, you will be charged either a high COI or a low COI. To determine which COI is charged, we compare the actual Secondary Guarantee Account (before any premiums are applied and before we deduct monthly charges) to the Secondary Guarantee Account Benchmark Value. The benchmark values are shown in the Table of Secondary Guarantee Account Benchmark Values Per \$1,000 of Face Amount on the Policy Data page.

ADMINISTRATIVE CHARGES

Guardian deducts administrative charges for the Secondary Guarantee Rider on each Monthly Processing Date. The charges will not exceed the guaranteed charges shown below:

- \$ [7.50] per month for all Policy Years up to the insured's Attained Age 100, plus
- \$ [0.053] per \$1,000 of the Face Amount deducted monthly for the first [20] policy years.

RIDER CHARGES

Guardian will also deduct the cost of these riders. See the "Monthly Deductions" provision of this policy and the individual rider form(s) for further information.

RIDER	DESCRIPTION OF CHARGE	POLICY YEARS PAYABLE
ACCIDENTAL DEATH BENEFIT RIDER	\$ [0.21]	1 through [40]
GUARANTEED INSURABILITY OPTION RIDER	\$ [2.32]	1 through [23]
DISABILITY BENEFIT RIDER	[2.3692] times the Specified Amount divided by 100.	1 through [30]
WAIVER OF MONTHLY DEDUCTIONS RIDER	[2.94] times the Monthly Deductions (excluding the cost of this rider) divided by 100.	1 through [30]
ALTERNATE NET CASH SURRENDER VALUE RIDER	\$ [250] 1 time charge due on Issue Date	

]

TABLE OF DEATH BENEFIT FACTORS

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

INSURED'S ATTAINED <u>AGE</u>	<u>FACTOR</u>	INSURED'S ATTAINED <u>AGE</u>	<u>FACTOR</u>
[35	[2.50	[78	[1.05
36	2.50	79	1.05
37	2.50	80	1.05
38	2.50	81	1.05
39	2.50	82	1.05
40	2.50	83	1.05
41	2.43	84	1.05
42	2.36	85	1.05
43	2.29	86	1.05
44	2.22	87	1.05
45	2.15	88	1.05
46	2.09	89	1.05
47	2.03	90	1.05
48	1.97	91	1.04
49	1.91	92	1.03
50	1.85	93	1.02
51	1.78	94	1.01
52	1.71	95	1.00
53	1.64	96	1.00
54	1.57	97	1.00
55	1.50	98	1.00
56	1.46	99	1.00
57	1.42	100	1.00
58	1.38	101	1.00
59	1.34	102	1.00
60	1.30	103	1.00
61	1.28	104	1.00
62	1.26	105	1.00
63	1.24	106	1.00
64	1.22	107	1.00
65	1.20	108	1.00
66	1.19	109	1.00
67	1.18	110	1.00
68	1.17	111	1.00
69	1.16	112	1.00
70	1.15	113	1.00
71	1.13	114	1.00
72	1.11	115	1.00
73	1.09	116	1.00
74	1.07	117	1.00
75	1.05	118	1.00
76	1.05	119	1.00
77]	1.05]	120]	1.00]

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

Monthly cost of insurance charges are based on current cost of insurance rates. The current cost of insurance rate applicable to the Net Amount at Risk for the Initial Face Amount will never exceed the applicable maximum monthly cost of insurance rate shown below. See the "Monthly Cost of Insurance" provision of this policy for further information.

<u>INSURED'S ATTAINED AGE</u>	<u>RATE</u>	<u>INSURED'S ATTAINED AGE</u>	<u>RATE</u>
[35	[0.01719	[78	[4.29504
36	0.09256	79	4.79624
37	0.09756	80	5.34445
38	0.10424	81	5.98839
39	0.11008	82	6.67043
40	0.11759	83	7.39888
41	0.12677	84	8.20834
42	0.13762	85	9.11819
43	0.15098	86	10.09483
44	0.16601	87	11.23311
45	0.18439	88	12.45482
46	0.20110	89	13.75173
47	0.22115	90	15.06753
48	0.23369	91	16.13555
49	0.24874	92	17.38188
50	0.26880	93	18.85740
51	0.29222	94	20.57378
52	0.32234	95	22.59883
53	0.35582	96	24.55392
54	0.39686	97	26.70183
55	0.44629	98	27.88683
56	0.49744	99	29.60569
57	0.55198	100	31.88982
58	0.60151	101	34.09202
59	0.65612	102	36.68105
60	0.72087	103	39.68523
61	0.79914	104	43.20718
62	0.89266	105	47.28032
63	0.99727	106	51.81914
64	1.10709	107	56.87199
65	1.22385	108	62.42260
66	1.34332	109	68.70728
67	1.46638	110	75.76399
68	1.59985	111	83.33333
69	1.73866	112	83.33333
70	1.90505	113	83.33333
71	2.09235	114	83.33333
72	2.33420	115	83.33333
73	2.58974	116	83.33333
74	2.86083	117	83.33333
75	3.15805	118	83.33333
76	3.48344	119	83.33333
77]	3.85838]	120]	83.33333]

**TABLE OF MONTHLY COST OF INSURANCE RATES PER \$1,000 OF NET AMOUNT AT
RISK FOR SECONDARY GUARANTEE ACCOUNT UNDER THE
SECONDARY GUARANTEE RIDER**

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

<u>INSURED'S ATTAINED AGE</u>	<u>LOW MONTHLY COST OF INSURANCE RATE</u>	<u>HIGH MONTHLY COST OF INSURANCE RATE</u>	<u>INSURED'S ATTAINED AGE</u>	<u>LOW MONTHLY COST OF INSURANCE RATE</u>	<u>HIGH MONTHLY COST OF INSURANCE RATE</u>
[35	[0.01719	[0.11382	[78	[2.20008	[5.58355
36	0.02005	0.12033	79	2.45562	6.23511
37	0.02414	0.12683	80	2.73618	6.94779
38	0.02905	0.13551	81	3.06784	7.78491
39	0.03335	0.14310	82	3.41720	8.67156
40	0.03867	0.15287	83	3.78788	9.61854
41	0.04359	0.16480	84	4.19966	10.67084
42	0.04913	0.17891	85	4.66228	11.85365
43	0.05404	0.19627	86	4.66228	13.12328
44	0.06183	0.21581	87	4.66228	14.60304
45	0.07023	0.23971	88	4.66228	16.19127
46	0.08150	0.26143	89	4.66228	17.87725
47	0.09338	0.28750	90	4.66228	19.58779
48	0.10567	0.30380	91	4.66228	20.97622
49	0.11695	0.32336	92	4.66228	22.59644
50	0.12845	0.34944	93	4.66228	24.51462
51	0.14097	0.37989	94	4.66228	26.74591
52	0.15494	0.41904	95	4.66228	29.37848
53	0.17177	0.46257	96	4.66228	31.92010
54	0.19025	0.51592	97	4.66228	34.71238
55	0.21161	0.58018	98	4.66228	36.25288
56	0.23666	0.64667	99	4.66228	38.48740
57	0.26274	0.71757	100	4.66228	41.45677
58	0.29050	0.78196	101	4.66228	44.31963
59	0.31969	0.85296	102	4.66228	47.68537
60	0.36672	0.93713	103	4.66228	51.59080
61	0.40660	1.03888	104	4.66228	56.16933
62	0.45596	1.16046	105	4.66228	61.46442
63	0.50965	1.29645	106	4.66228	67.36488
64	0.56752	1.43922	107	4.66228	73.93359
65	0.62791	1.59101	108	4.66228	81.14938
66	0.68939	1.74632	109	4.66228	83.33000
67	0.75197	1.90629	110	4.66228	83.33000
68	0.82019	2.07981	111	4.66228	83.33000
69	0.89117	2.26026	112	4.66228	83.33000
70	0.97671	2.47657	113	4.66228	83.33000
71	1.07210	2.72006	114	4.66228	83.33000
72	1.19706	3.03446	115	4.66228	83.33000
73	1.32848	3.36666	116	4.66228	83.33000
74	1.46722	3.71908	117	4.66228	83.33000
75	1.61939	4.10547	118	4.66228	83.33000
76	1.78526	4.52847	119	4.66228	83.33000
77]	1.97708]	5.01589]	120]	4.66228]	83.33000]

**TABLE OF SECONDARY GUARANTEE ACCOUNT
BENCHMARK VALUES PER \$1,000 OF FACE AMOUNT**

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

<u>INSURED'S ATTAINED AGE</u>	<u>SECONDARY GUARANTEE ACCOUNT BENCHMARK VALUE RATE</u>	<u>INSURED'S ATTAINED AGE</u>	<u>SECONDARY GUARANTEE ACCOUNT BENCHMARK VALUE RATE</u>
35	0.00	78	218.86
36	0.00	79	215.54
37	2.85	80	210.02
38	6.31	81	201.72
39	9.89	82	190.22
40	13.57	83	174.98
41	17.38	84	155.23
42	21.31	85	129.90
43	25.35	86	102.00
44	29.54	87	71.25
45	33.42	88	37.36
46	37.34	89	0.00
47	41.37	90	900.00
48	45.47	91	900.00
49	49.68	92	900.00
50	53.99	93	900.00
51	58.40	94	900.00
52	62.93	95	900.00
53	67.56	96	900.00
54	72.28	97	900.00
55	77.09	98	900.00
56	82.31	99	900.00
57	87.61	100	900.00
58	92.98	101	900.00
59	98.41	102	900.00
60	129.89	103	900.00
61	136.71	104	900.00
62	143.54	105	900.00
63	150.31	106	900.00
64	157.00	107	900.00
65	163.58	108	900.00
66	170.03	109	900.00
67	176.35	110	900.00
68	182.53	111	900.00
69	188.54	112	900.00
70	194.35	113	900.00
71	199.87	114	900.00
72	205.00	115	900.00
73	209.55	116	900.00
74	213.45	117	900.00
75	216.61	118	900.00
76	218.92	119	900.00
77]	220.15]	120]	900.00]

TABLE OF ALTERNATE NET CASH SURRENDER VALUE PERCENTAGES

Table of percentages used in the calculation of the Alternate Net Cash Surrender Value. See the Alternate Net Cash Surrender Value rider for further information.

Policy Month	Percentage	Policy Month	Percentage
[1	[100%	[43	[71.25%
2	100%	44	70.00%
3	100%	45	68.75%
4	100%	46	67.50%
5	100%	47	66.25%
6	100%	48	65.00%
7	100%	49	62.92%
8	100%	50	60.84%
9	100%	51	58.76%
10	100%	52	56.68%
11	100%	53	54.60%
12	100%	54	52.52%
13	99.10%	55	50.44%
14	98.27%	56	48.36%
15	97.44%	57	46.28%
16	96.61%	58	44.20%
17	95.78%	59	42.12%
18	94.95%	60	40.00%
19	94.12%	61	37.50%
20	93.29%	62	35.00%
21	92.46%	63	32.50%
22	91.63%	64	30.00%
23	90.80%	65	27.50%
24	90.00%	66	25.00%
25	89.17%	67	22.50%
26	88.34%	68	20.00%
27	87.51%	69	17.50%
28	86.68%	70	15.00%
29	85.85%	71	12.50%
30	85.02%	72	10.00%
31	84.19%	73	9.17%
32	83.36%	74	8.34%
33	82.53%	75	7.51%
34	81.70%	76	6.68%
35	80.87%	77	5.85%
36	80.00%	78	5.02%
37	78.75%	79	4.19%
38	77.50%	80	3.36%
39	76.25%	81	2.53%
40	75.00%	82	1.70%
41	73.75%	83	0.87%
42]	72.50%]	84]	0]

WE & YOU

In this policy, the words "we", "our" or "us" refer to The Guardian Life Insurance Company of America, and the words "you" or "your" refer to the Owner of this policy.

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

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APPLICATION - Attached to the Policy

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

1. DEFINITIONS

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

Additional Sum Insured	The Additional Sum Insured, if elected, is additional insurance coverage which provides a death benefit to the Policy Anniversary on which the insured is Attained Age 100. The Additional Sum Insured is shown on page 3.
Attained Age	The insured's Issue Age as shown on page 3, plus the number of policy years completed since the Policy Date.
Basic Policy	This policy, including any attached endorsements and applications, but excluding any additional benefit riders.
Basic Sum Insured	The Basic Sum Insured is the basic policy Face Amount payable upon the death of the insured, if the policy is in force. The Basic Sum Insured is shown on Page 3.
Cash Surrender Value	The Policy Account Value less any surrender charges.
Face Amount	The sum of the Basic Sum Insured, plus any Additional Sum Insured, including any increases and decreases made to the face amounts since the Issue Date. On the Policy Anniversary on which the insured is Attained Age 100, all Additional Sum Insured coverage will end. Therefore, the Face Amount thereafter will be the Basic Sum Insured plus any face amount increases in effect on the date of death of the insured.
Good Order	Notice from the party authorized to initiate a policy transaction under this policy in a format satisfactory to us, including all information we require to process the requested transaction under this policy.
Initial Face Amount	The Face Amount on this policy's Issue Date.
Internal Revenue Code	The Internal Revenue Code of 1986, as amended, and its related rules and regulations.
Issue Age	The insured's age on the birthday nearest the Policy Date. The Issue Age is shown on page 3.
Issue Date	The date this policy is issued at the Customer Service Office. The Issue Date is shown on page 3.
Loan Account	An account to which values from the Unloaned Policy Account Value are transferred when a policy loan is taken. The Loan Account is equal to the Loan Amount plus interest credited to the Loan Amount since the last Policy Anniversary.
Loan Amount	Loan Amount is the sum of any amounts borrowed plus any capitalized loan interest less any loan repayment.
Minimum Monthly Premium	The Minimum Monthly Premium is the amount used in the No-Lapse Guarantee Condition calculation.
Monthly Deductions	The total of the charges due and payable on each Monthly Processing Date.
Monthly Processing Date	The day of each policy month on which the Monthly Deductions are deducted from the Unloaned Policy Account Value and certain policy benefits and values are calculated. The Monthly Processing Date is the same date of each calendar month as the Policy Date, or the last day of a calendar month, if earlier.
Net Cash Surrender Value	The Cash Surrender Value less any Policy Debt.
Net Accumulated Premiums	For Death Benefit Option 3, the sum of premiums paid less the sum of adjusted partial withdrawals taken to date. An adjusted partial withdrawal is the partial withdrawal reduced by the portion that exceeds the Net Accumulated Premiums at the date of the partial withdrawal.

Net Premium	The portion of a premium payment that is applied to the policy. We deduct a premium charge based on the percentages shown on the Policy Data pages from each premium payment before applying it to the policy.
Planned Premium	The premium you designate in the application. The amount or mode of the Planned Premium may be changed if we receive your signed written request for such change in Good Order at the Customer Service Office.
Policy Anniversary	The same date of each calendar year as the Policy Date.
Policy Date	The Policy Date is shown on page 3. Policy months, policy years and Policy Anniversaries are measured from the Policy Date. This date also determines the insured's Issue Age.
Policy Debt	The Loan Amount, plus accrued and unpaid loan interest.
Policy Segment	The additional coverage provided by an increase in the Face Amount. Each Policy Segment has its own underwriting class and charge structure as described in the "Increases in Face Amount" provision.
Unloaned Policy Account Value	The portion of the Policy Account Value that is not securing any outstanding loans under the policy. The Unloaned Policy Account Value is the Policy Account Value less the Loan Account. See the "Policy Account Value" section for a definition of the Policy Account Value.
Section 7702	The section of the Internal Revenue Code which defines life insurance.
Target Premium	An amount we use to determine premium charges. The Target Premium for the Initial Face Amount is shown on the Policy Data pages.

2. DEATH PROCEEDS

Death Proceeds

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

- the amount of death benefit as calculated on the date of the insured's death provided under the Death Benefit Option then in force (see the "Death Benefit Options" provision below); and
 - any insurance on the insured's life provided by additional benefit riders;
- less, as of the date of the insured's death:
- any Policy Debt; and
 - the lesser of:
 - an amount to bring the Policy Account Value less Policy Debt up to zero, if such amount is less than zero as of the date of death; or
 - any deficiency in the No-Lapse Guarantee Condition if this policy is within a No-Lapse Guarantee period (see the "No Lapse Guarantee" provision).

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

Death Benefit Options

The owner elects the Death Benefit Option in the application.

Option 1 (Level): The amount of death benefit provided under this option on any date is the greatest of:

- the Face Amount; or
- the minimum death benefit required under Section 7702, as calculated on the Monthly Processing Date preceding the date of death, less any partial withdrawals that may have occurred after that Monthly Processing Date; or
- the minimum death benefit required under Section 7702, as calculated as of the date of death.

Option 2 (Increasing): The amount of death benefit provided under this option on any date is the greatest of:

- the Face Amount plus the Policy Account Value, if positive; or
- the minimum death benefit required under Section 7702, as calculated on the Monthly Processing Date preceding the date of death, less any partial withdrawals that may have occurred after that Monthly Processing Date; or
- the minimum death benefit required under Section 7702, as calculated as of the date of death.

Option 3 (Return of Premium): The amount of death benefit provided under this option on any date is the greatest of:

- The Face Amount plus the Net Accumulated Premiums; or
- the minimum death benefit required under Section 7702, as calculated on the Monthly Processing Date preceding the date of death, less any partial withdrawals that may have occurred after that Monthly Processing Date; or
- the minimum death benefit required under Section 7702, as calculated as of the date of death.

Beginning on the Policy Anniversary on which the insured is Attained Age 100, the Death Benefit Option must be Option 1. If Option 2 or 3 is in effect at that time, it will be automatically changed to Option 1 following the rules described in the Changing the Death Benefit Option provision.

Maturity Date

The Maturity Date is the Policy Anniversary on which the insured is Attained Age 121. We will pay you the Policy Account Value, less any Policy Debt, as of the Maturity Date if you choose not to continue coverage beyond age 121 as provided in the Age 121 provision.

Section 7702 Minimum Death Benefit

The amount of death benefit will always equal or exceed the minimum death benefit required by the Cash Value Accumulation Test or the Guideline Premium Test under Section 7702, as elected in the application. Once the policy is issued, this election may not be changed. The test which applies to this policy is shown on the Policy Data pages.

The minimum death benefit required under Section 7702 on any date is the Policy Account Value on that date multiplied by the factor for the appropriate Attained Age shown in the Table of Death Benefit Factors on the Policy Data Pages.

Changing the Death Benefit Option

Subject to the rules stated below and while the insured is living, you may change the Death Benefit Option of this policy on or after the first Policy Anniversary. We must receive your signed written request for the change in Good Order at the Customer Service Office. No evidence of insurability will be required. Any such change will become effective on the Monthly Processing Date that is on or next follows the date of receipt of the request.

The Death Benefit Option may not be changed if Monthly Deductions are then being waived under a Waiver of Monthly Deductions rider.

Changing from Option 2 to Option 1: When we make this change, the Face Amount of the policy will be increased by the amount of the Policy Account Value on the effective date of the change. The Face Amount is increased so that the amount of the death benefit remains the same on the effective date of change. This increase in Face Amount will not result in a new Policy Segment. Instead, the initial Basic Sum Insured will be increased.

Changing from Option 3 to Option 1: When we make this change, the Face Amount will be increased by the amount of the Net Accumulated Premiums on the effective date of the change. The Face Amount is increased so that the amount of the death benefit remains the same on the effective date of change. This increase in Face Amount will not result in a new Policy Segment. Instead, the initial Basic Sum Insured will be increased.

Other than the option changes noted above, no other option changes are allowed.

3. CHANGING THE FACE AMOUNT

Increases in Face Amount

You may request an increase in the Face Amount on the first Policy Anniversary or any subsequent Policy Anniversary up to and including the Policy Anniversary nearest the insured's 70th birthday. To process an increase in the Face Amount, we require that:

- your signed written request for the increase is received in Good Order at the Customer Service Office at least 30 days before a Policy Anniversary; and
- the insured provides evidence of insurability satisfactory to us; and
- the minimum Face Amount increase is \$2,000.

The issue age for an increase in face amount will be the insured's Attained Age under the policy at the time the increase takes effect.

If a request to increase the Face Amount is approved, the increase will take effect on the Policy Anniversary, provided that the insured is living on that date. Any Face Amount increase, with the exception of an increase that results from a change in Death Benefit Option, will be treated as a separate Policy Segment. Each Policy Segment will have its own:

- underwriting class;
- cost of insurance rates;
- surrender charges;
- administrative charges;
- Target Premiums; and
- Premium charges.

In addition if a minimum monthly premium is shown for the policy, it will also change upon a face amount increase. Premium charges will be affected by Policy Segments (see the "Determination of Premium Charges" provision).

We will send you revised Policy Data pages reflecting any changes caused by an increase in Face Amount.

We will not permit an increase in Face Amount if the Monthly Deductions are then being waived under a Waiver of Monthly Deductions rider.

Decreases in Face Amount

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

- the insured is living on the date the decrease will take effect;
- the amount of the decrease is at least \$5,000; and
- the reduced Face Amount is not less than the Minimum Face Amount shown on the Policy Data page. However, the underwriting class may change if the reduced Face Amount does not meet the minimum requirements for that class.

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

- first, to reduce the amount provided by each Policy Segment that resulted from any prior Face Amount increases, in the reverse order in which these increases were made, beginning with the most recent Policy Segment;
- next, to reduce the Additional Sum Insured portion of the Initial Face Amount;
- finally, to reduce the Basic Sum Insured portion of the Initial Face Amount.

We will send you revised Policy Data pages reflecting any changes caused by a decrease in Face Amount.

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

We will not permit a requested decrease in Face Amount if the Monthly Deductions are then being waived under a Waiver of Monthly Deductions rider. However, a decrease in the Face Amount that results from a partial withdrawal may occur even if the insured is disabled.

4. DIVIDENDS

This is a participating policy. A participating policy shares in our divisible surplus. It is not expected that there will be any dividends payable under this policy. The policy's share, if any, is determined yearly by Guardian. This share is payable as the dividend on the next Policy Anniversary if the policy is then in force.

If a dividend is payable, it will reflect our mortality, expense and investment experience.

Dividend Options

You may elect one of the dividend options described below.

- **Cash:** As a cash payment, or
- **Policy Account Value:** Applied to increase the Unloaned Policy Account Value.

If no option is elected, dividends will be applied to increase the Unloaned Policy Account Value.

5. OWNER AND BENEFICIARY

Owner

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

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

Beneficiary

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

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

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

Contingent Beneficiary

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

Concurrent Beneficiary

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

Change of Owner or Beneficiary

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

Assignment

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

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

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

6. PREMIUMS, LAPSE AND REINSTATEMENT

Premium Payment

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

A Planned Premium was selected when this policy was applied for. We will send reminder notices for the Planned Premium annually, semi-annually, or quarterly as requested. However, no premium needs to be paid as long as the Policy Account Value less any Policy Debt is greater than or equal to zero.

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

Premium Limitations

The Guideline Premium Test under Section 7702 of the Internal Revenue Code limits the relationship of premiums to death benefit so that this policy continues to qualify as life insurance. If you elect the Guideline Premium Test as the method for testing Section 7702 compliance, we will refund to you any portion of a premium payment which violates Section 7702 limits with interest at an annual rate of 6% within 60 days of receipt of such premium.

If you elect the Cash Value Accumulation Test as the method for testing Section 7702 compliance, we will accept any payment that would not result in an increase in the death proceeds as a result of Section 7702. If a premium would cause such an increase, we will accept the payment as long as the cumulative payments in the policy year in which the payment is received do not exceed 300% of the Target Premium. We will refund to you any portion of a premium payment that violates these rules. However, such premium may be accepted if satisfactory evidence of insurability of the insured is provided to us.

Crediting Payments

When a payment is received at the Customer Service Office without being identified as a premium payment, such payment will be applied first, to repay any Policy Debt, and then, as a premium payment. Any payment received during the grace period, whether or not it is identified as a premium payment, will be treated as a loan repayment. All premium payments less premium charges will be credited to the Policy Account Value as of the date of receipt in Good Order at the Customer Service Office.

Determination of Premium Charges

A premium charge is a charge that is deducted from premium payments before they are credited to the Policy Account Value. We determine the premium charges based on:

- The premium charge percentages shown on the Policy Data page;
- The Target Premiums associated with the Initial Face Amount and any Policy Segments; and
- Our method of assigning premium payments to the Initial Face Amount and any Policy Segments.

If the Face Amount of this policy is increased and a new Policy Segment is created, there will be a Target Premium associated with that Policy Segment. The new Policy Data pages we provide you when you increase the Face Amount will show the Target Premium associated with the new Policy Segment.

For the purpose of determining the appropriate Premium Charge, each premium payment we receive is assigned to the Initial Face Amount and each successive Policy Segment according to the Target Premium for each of these coverages. Premiums are first assigned to the Initial Face Amount up to the amount of the Target Premium for the Initial Face Amount. Any excess premium is assigned to the oldest Policy Segment up to the amount of its Target Premium, and then to successive Policy Segments, from oldest to most recent, according to the Target Premiums for each Segment. Once premium payments have been fully assigned to the total Target Premium for the entire policy, then subsequent premiums received will be treated as a payment above Target and will have a lower premium load. Premiums considered to be above Target will be applied proportionately among the Initial Face Amount and each Policy Segment based on the Target Premiums for each of these coverages. This process starts anew on each Policy Anniversary.

Continuation of Insurance

On each Monthly Processing Date, Monthly Deductions are subtracted from the Unloaned Policy Account Value. Except as may be provided in the "No-Lapse Guarantee Period" provision of this policy, this policy may lapse if the Policy Account Value, after subtracting these charges, minus the Policy Debt is less than zero.

Grace Period

We allow a grace period of 61 days after any Monthly Processing Date on which the Policy Account Value, after subtracting the Monthly Deductions, minus any Policy Debt is less than zero. During the grace period, the policy remains in force. During the grace period, in order to prevent your policy from lapsing, you must make a premium payment such that at that time the Policy Account Value less Policy Debt is greater than or equal to zero. Before applying the Net Premium to the policy, we will deduct any Monthly Deductions that are due but were unpaid because the Unloaned Policy Account Value was insufficient to cover such charges. If you do not make such a premium payment by the end of the 61-day grace period, this policy will lapse without value.

While the policy is in the grace period, we will mail you a notice, at least 30 days before the end of the grace period, to notify you that the policy is in danger of lapsing. This notice will be mailed to the last known address for the policyowner (and any assignee) on our records.

See the "No-Lapse Guarantee Period" provision of this policy or, if applicable, any attached Secondary Guarantee Rider for special rules regarding policy lapse when these benefits apply.

No Lapse Guarantee Period

This policy may provide a No-Lapse Guarantee Period, if indicated on Policy Data page 3 of your policy. If such a benefit applies, the benefit begins on the Policy Date and ends at the end of the No-Lapse Guarantee Period shown on page 3. During the No-Lapse Guarantee Period, we guarantee that this policy (including any riders) will not lapse even if the Policy Account Value less Policy Debt is less than zero on a Monthly Processing Date, if the No-Lapse Guarantee Condition is met on such Date.

No Lapse Guarantee Condition

The No Lapse Guarantee Condition on any Monthly Processing Date is met if (a) is equal to or greater than (b) where:

- (a) is the sum of all premium payments made under this policy:
 - plus amounts applied under any Disability Benefit Rider attached to this policy; less
 - any existing Policy Debt; and less
 - any previous partial withdrawals; and

- (b) is the sum of the applicable Minimum Monthly Premiums for all months the policy has been in force up to and including the current Monthly Processing Date. The Minimum Monthly Premium is shown on the Policy Data pages. This sum is reduced by the Minimum Monthly Premium for any period that Monthly Deductions were waived under any Waiver of Monthly Deductions Rider attached to this policy.

During the No-Lapse Guarantee Period, if the Policy Account Value less Policy Debt on a Monthly Processing Date is less than zero, we will check the No-Lapse Guarantee Condition. If this Condition has been met as of that Date, this policy will not enter the grace period and any Monthly Deductions under the Policy Account Value that were due and unpaid will be waived. If the No-Lapse Guarantee Condition is not met, and the Policy Account Value less Policy Debt is less than zero on that Date, then the grace period will begin on that Date. In this case, the required payment to prevent the policy from lapsing is the lesser of:

- The payment described in the “Grace Period” provision; or
- The amount necessary to satisfy the No-Lapse Guarantee Condition.

Reinstatement

If this policy lapses, it may be eligible for reinstatement within 3 years after the date of lapse. The reinstatement will not take effect until we approve the application for reinstatement, and receive payment of all amounts due as described below.

The requirements for reinstatement are:

- Signed written application received at our Customer Service Office in Good Order;
- Evidence of insurability satisfactory to us;
- The insured must be living on the date the reinstatement takes effect;
- Payment or reinstatement of any outstanding Policy Debt as of the date of lapse to the date of reinstatement;
- Payment of an amount equal to the loan interest on any Policy Debt that has accrued from the date of lapse to the date of reinstatement (see the “Policy Loans” provision). We will also credit interest to the Loan Amount at the applicable interest rate described in the “Loan Account” provision; and
- A premium payment of an amount equal to (after deduction of premium charges) to Monthly Deductions due on the Policy Account Value which were due during the policy’s grace period, but uncollected, plus interest on this amount at an annual rate of 6% from the date of lapse to the date of reinstatement; and
- A premium payment of an amount equal (after deduction of premium charges) to 3 times the Monthly Deductions that were due on the Monthly Processing Date that was on or immediately preceded the date of lapse. In calculating the premium charge, we will use the percentage for the appropriate policy year that applies to payments made up to the Target Premium as shown on the Policy Data page.

The date of reinstatement will be the Monthly Processing Date on or after the date we approve the reinstatement. Charges for the policy after reinstatement will be based on the Attained Age at the time of reinstatement and the duration from original issue of the policy. The Policy Account Value upon reinstatement will be the Policy Account Value in effect at the time of lapse, plus the premium payment less the premium charge.

The right to exchange this policy, as described in the “Exchange of Policy” provision, cannot be exercised for one year following the date of reinstatement. We will not reinstate this policy if it was previously surrendered for its Net Cash Surrender Value.

7. POLICY ACCOUNT VALUE

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

- The Policy Account Value on the prior Monthly Processing Date; less
- Any partial withdrawals made since that date; plus
- All premiums received since the prior Monthly Processing Date less any premium charges; plus
- Any interest credited for the prior month; plus
- Any dividend not paid in cash (if the date is a Policy Anniversary); less
- The Monthly Deductions due on that date.

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

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

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

Interest Credited to Unloaned Policy Account Value

We will credit interest to the Unloaned Policy Account Value. Interest will accrue daily at a minimum guaranteed rate of 3.5% and will be credited to the Unloaned portion of the Policy Account Value whenever a financial transaction takes place under the policy. We may declare interest rates greater than 3.5% at our discretion. Beginning in the 11th policy year, we will credit an additional .25% above the then current declared rate. However, if the current declared interest rate is 3.5%, the additional amount credited will be zero. When a new interest rate is declared, it will apply to the entire Unloaned Policy Account Value from the date of declaration to the date the rate is changed again. The annual statement we provide you shows the interest rate in effect on a Policy Anniversary. We will provide the interest rate in effect at any other time upon request.

For a discussion on interest credited to the loaned portion of the Policy Account Value, see the "Policy Loans" section of this policy.

Monthly Deductions

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

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

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

Monthly Cost of Insurance

The monthly cost of insurance charge on each Monthly Processing Date equals the sum of the individually determined cost of insurance charges for the initial Base Sum Insured and Additional Sum Insured, and any Policy Segments. Each individually determined cost of insurance charge is the product of (a) and (b), where:
(a) is the applicable cost of insurance rate in effect on that Monthly Processing Date; and
(b) is the applicable Net Amount at Risk on the Monthly Processing Date, divided by 1,000.

(a) and (b) are determined separately for the initial Base Sum Insured and Additional Sum Insured and any Policy Segments.

The monthly cost of insurance charge is calculated after the deduction of the monthly policy administrative charges and all monthly rider charges, with the exception of any Waiver of Monthly Deductions rider attached to this policy.

The net amount at risk is calculated as:

- the amount of death benefit provided under the Death Benefit Option in force on the Monthly Processing Date; less
- the Policy Account Value on that Monthly Processing Date after the deduction of all policy and rider charges other than cost of insurance for the policy and charges associated with any attached Waiver of Monthly Deductions Rider.

A separate Net Amount at Risk is determined for the Initial Face Amount and for each Policy Segment. The Net Amount at Risk for any coverage segment can never be less than zero.

When the Net Amount at Risk is determined, the Policy Account Value will be allocated first to the Basic Sum Insured for the Initial Face Amount. Any excess will then be allocated to any Additional Sum Insured component of the Initial Face Amount. Any remaining Policy Account Value will then be allocated to each Policy Segment, from oldest to most recent. If the death benefit is increased due to the operation of death benefit Option 2 or 3, the increase will be allocated to the Basic Sum Insured. If the death benefit is further increased due to Section 7702, such increase will be allocated to the most recent Policy Segment. In allocating the Policy Account Value, we will allocate only as much as is necessary to reduce the net amount at risk for that portion of the death benefit to zero, and then allocate the remaining Policy Account Value to the next portion of the death benefit in the order provided above. We do this until the entire Policy Account Value is allocated, and then the net amount at risk and cost of insurance is calculated.

Monthly cost of insurance rates applicable to the Net Amount at Risk for the Initial Face Amount and any Policy Segments are based on the:

- insured's underwriting class and age at issue or at time of increase in Face Amount;
- current total Face Amount of the policy, including any Policy Segments; and
- Policy or Policy Segment duration.

We have the right to change the monthly cost of insurance rates. However, these rates will never exceed the maximum monthly cost of insurance rates shown in the table on page 4 for the appropriate underwriting class. Any such change will be made on a uniform basis to all policies that are issued on this form for insureds who have the same underwriting class, Age on the Policy Date or the effective date of any Policy Segment, total Face Amount, and Policy or Policy Segment duration.

Any change in the monthly cost of insurance rates will be based on changes in future expectations for mortality, expenses, persistency, federal income taxes, state or local premium taxes, and/or our investment earnings. Changes in the monthly cost of insurance rates will be determined only prospectively and will not be made because of a deterioration in the insured's health. Changes will not be made in order to recoup any prior losses or distribute prior gains. Any change in cost of insurance rates will comply with the procedures and standards on file with the insurance department for the jurisdiction where this policy is delivered.

Administrative Charges

The Monthly Deductions on each Monthly Processing Date include the administrative charges shown on the Policy Data pages. The administrative charges are not affected by subsequent decreases in Face Amount or by Death Benefit Option changes.

8. PARTIAL WITHDRAWALS AND SURRENDER

Partial Withdrawals

At any time while the insured is living, you may request a partial withdrawal, subject to the conditions described below. All partial withdrawals will reduce the Unloaned Policy Account Value by the amount of the partial withdrawal. Depending on the Death Benefit Option in effect, all or part of the partial withdrawal may also reduce the Face Amount of the policy, as described below. A partial withdrawal will take effect as of the day on which we receive your signed written request in Good Order for the withdrawal.

The conditions for taking a partial withdrawal are as follows:

- we must receive your signed written request in Good Order at the Customer Service Office;
- the withdrawal must be at least equal to the minimum partial withdrawal amount shown on the Policy Data page;
- if Death Benefit Option 1 or Option 3 is in effect, the Face Amount remaining after any reduction, as specified below, may not be less than the Minimum Face Amount shown on the Policy Data pages; and
- the Net Cash Surrender Value after a partial withdrawal must be at least equal to 3 times the most recent Monthly Deductions.

For Death Benefit Option 1, we will reduce the Face Amount by the amount of the partial withdrawal minus the amount by which (a) exceeds (b) where:

(a) equals the Policy Account Value; and

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

For Death Benefit Option 2, the Face Amount will not be reduced due to a partial withdrawal.

For Death Benefit Option 3, we will reduce the Face Amount by the amount of the partial withdrawal minus the greater of:

- the Net Accumulated Premiums; or
- the amount by which (a) exceeds (b) where (a) is the Policy Account Value, and (b) is the Face Amount divided by the applicable Death Benefit Factor shown on the Policy Data page.

We will send you revised Policy Data pages reflecting any reduction in benefits and values due to a partial withdrawal.

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

Surrender

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

We will deduct surrender charges if this policy is surrendered for its Net Cash Surrender Value during a surrender charge period. Total surrender charges under this policy will equal the sum of the surrender charges for the Initial Face Amount and any Policy Segments.

The Surrender Charge Table applicable to the Initial Face Amount is shown on the Policy Data Pages. An increase in Face Amount that creates a new Policy Segment will result in additional surrender charges as of the effective date of the new Policy Segment. You will be notified of the new surrender charges.

Surrender charges are not affected by a change in Death Benefit Option, by decreases in Face Amount or by partial withdrawals.

9. POLICY LOANS

You may obtain a policy loan at any time the insured is living. We must receive your signed written request in Good Order at our Customer Service Office. This policy must be assigned to us; this is the only security needed. The policy loan will take effect as of the day on which we receive the written request. The minimum loan amount is \$500.

Loan Value

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

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

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

Policy Debt at Death

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

Loan Interest

Loan interest accrues daily and is payable in arrears on each Policy Anniversary. The annual interest rate charged on policy loans is 4.5% for the first 20 Policy Years. In Policy Years 21 and later this rate is lowered to 4.25%. Any accrued and unpaid interest as of the Policy Anniversary will be capitalized and added to the Loan Amount and will be charged interest at the same rate.

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

Loan Account

When you take a policy loan, we transfer an amount equal to the loan amount from the Unloaned Policy Account Value into a Loan Account. An amount equal to the outstanding Loan Amount remains in the Loan Account until the loan is repaid.

Amounts in the Loan Account also earn interest from the date of the transfer at an effective yearly rate of 3.5%. Interest accrues daily and is credited to the Loan Account whenever a financial transaction takes place under the policy. The interest we credit to the loaned amount remains in the Loan Account until the next Policy Anniversary. On the Anniversary, interest on the loan becomes due. This interest can be paid by you in cash or can be borrowed from your policy if not paid by you. We will first use any interest that has accrued on the outstanding loan that was credited to the Loan Account. If this is not sufficient to cover the loan interest due, we will transfer an amount from the Unloaned Policy Account Value needed to increase the Loan Account to equal the Policy Debt. If there is not enough Net Cash Surrender Value to cover the full transfer, then we will transfer what is available and you must make a loan repayment to cover the difference within 61 days or the policy will lapse. We will notify you at least 30 days before the policy lapses and advise you of this situation.

Loan Repayment

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

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

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

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

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

10. EXCHANGE OF POLICY

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

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

Riders

Additional benefit riders will be available on the new policy only if we agree. Satisfactory evidence of insurability will be required. All riders on the new policy will be subject to our rules on the exchange date.

Exchange Cost or Credit

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

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

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

During the first 5 policy years, if either or both of these values are greater than zero you must pay an exchange cost to us. If both of these values are less than zero, then we will pay you an exchange credit. The exchange cost will be the greater of (a) and (b); if one value is positive and one value is negative, the exchange cost will be the positive value. The exchange credit will be the greater of (a) and (b), meaning the amount which is closer to zero.

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

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

Exchange Date

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

11. PAYMENT OPTIONS

Payment of Proceeds

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

Election of Payment Options

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

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

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

Options Available

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

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

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

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

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

Option 6 - Joint and Survivor Income with 10 Years Guaranteed: We will make monthly payments during the lifetime of the insured and the insured's spouse and during the survivor's remaining lifetime. The guaranteed monthly payments shown in the Option 6 table include interest at 3% per year. If the insured dies before the insured's spouse, the monthly payment for the remaining lifetime will be either:

- one half the payment during the insured's lifetime if you elect Option 6a, or
- 75% of the payment during the insured's lifetime if you elect Option 6b.

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

Payment Provisions

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

Termination

Upon termination of either Option 1 or Option 2, we will pay any unpaid proceeds with any accrued interest. Upon termination of Option 3, we will pay an amount not less than the present value on the basis of 3% yearly compound interest of any unpaid payments for the specified period. Upon termination of Option 4, 5, or 6, we will pay the present value of any unpaid payments for the guaranteed period, which is derived using the interest rate which was used in computing the actual monthly payment.

PAYMENT OPTION TABLES**OPTION 3 - PAYMENTS FOR A SPECIFIED PERIOD****GUARANTEED MONTHLY PAYMENT FOR EACH \$1,000 OF PROCEEDS**

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

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

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

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

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

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

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

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

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

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

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

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

12. GENERAL PROVISIONS

The Contract

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

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

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

Basis of Values

The maximum cost of insurance rates under this policy are based on the Commissioners' 2001 Standard Ordinary (80) Mortality Table, Age Nearest Birthday, smoker or non-smoker. All policy values equal or exceed those required by any state statute. A detailed statement of the method of computing these values has been filed with each state insurance department.

Age

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

Age 121

If the insured is living on the Maturity Date, and the Policy Account Value less any Policy Debt is greater than zero, the policy will remain in force past the Maturity Date if the policy is not then surrendered. If the policy continues, then beginning on this date:

- no further monthly deductions will be made from the Policy Account Value
- no further premiums will be accepted
- no new loans will be permitted; however, loan repayments will be accepted
- no partial withdrawals will be allowed but you can surrender the policy, subject to the terms of the "Partial Withdrawals and Surrender" provision

Incontestability

This policy will be incontestable after it has been in force during the insured's lifetime for 2 years from its Issue Date. If the Face Amount has been increased, such increase will be incontestable after it has been in force during the insured's lifetime for 2 years from the date the increase takes effect. If we successfully contest an increase in Face Amount, the death benefit will be the amount that would have been payable had such increase not taken effect.

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

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

Suicide Exclusion

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

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

If the insured commits suicide, while sane or insane within 2 years from the effective date of any increase in the Face Amount, our liability with respect to such increase will be limited to the cost of insurance for such increase.

Deferment

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

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

Underwriting Class Change

You have the right to request that we consider changing the insured's underwriting class, subject to evidence of insurability. We will provide you with new Policy Data pages reflecting any changes made due to an underwriting class change.

Communications with Guardian

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

Payments by Guardian

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

Statement to the Owner

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

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

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

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

Illustrative Statement to the Owner Upon Request

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

Voting

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



Universal Life Insurance Policy

- Flexible premiums payable during the insured's lifetime ending at Attained Age 121
- Adjustable death proceeds payable upon insured's death if policy is in force
- Maturity Date is Attained Age 121
- Participating – However, Dividends are not Expected to be Paid

WAIVER OF MONTHLY DEDUCTIONS (WMD) RIDER

While this policy and rider are in force, we will waive the Monthly Deductions under this policy that become due while the insured is Totally Disabled, and in accordance with the provisions below. Before waiving any Monthly Deductions, we must receive proof that Total Disability:

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

Definitions

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

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

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

- During the first full 60 months of disability, "Total Disability or Totally Disabled" means the insured is not able to perform substantially all of the duties of the insured's regular occupation at the time disability begins.
- After the first full 60 months of disability, "Total Disability or Totally Disabled" means the insured is not able to perform substantially all of the duties of the insured's occupation or any other occupation for which the insured is or becomes fitted by:
 - Education
 - training; or
 - experience.
- Until the insured's 25th birthday, occupation includes attending school full-time outside the home.

Presumptive Total Disability is:

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

Waiver of Monthly Deductions

- If Total Disability begins before Age 60, we will waive each Monthly Deduction due while Total Disability continues.
- If Total Disability begins on or after Age 60 but before Age 65, we will waive each Monthly Deduction due during such disability until the later of:
 - Age 65; or
 - the end of 2 years from the beginning of such disability, if this 2 year period extends beyond Age 65.

We will accept premium payments while Monthly Deductions are being waived under this policy.

Notice of Claim and Proof of Total Disability

We must receive written notice of claim and proof of Total Disability at our Customer Service Office in Good Order.

Any Monthly Deductions which become due before we approve the notice of claim and proof of Total Disability will be deducted from the Policy Account Value, as described in this policy. After such approval, we will credit to the Policy Account Value any Monthly Deductions that became due after Total Disability began. We must approve such notice and proof.

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

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

Failure to give notice and proof within such time will not invalidate a claim if it is shown that both notice and proof were given as soon as reasonably possible. However, we will not waive any Monthly Deductions due more than one year before receipt of notice and proof.

Proof of Continued Total Disability

At reasonable intervals, we may require written proof of the continuance of Total Disability. We may require that the insured be examined once each year by one of its medical examiners as part of any proof; any such exam will be at our expense. If proof is not given as required, we will consider the insured no longer disabled and no further Monthly Deductions will be waived.

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

- all monthly deductions due between Age 60 and Age 65 have been waived;
- such disability began before Age 60; and
- such disability still exists at Age 65.

Policy Transactions

While Monthly Deductions are being waived, we will not allow:

- changes in the Face Amount, except for increases in Face Amount due to a Guaranteed Insurability Option Rider;
- changes in the Death Benefit Option; and
- the addition of riders.

Rider Cost

The cost of this rider is part of the Monthly Deduction under this policy. The cost of this rider on each Monthly Processing Date is equal to the product of (a) and (b), where:

- (a) is the applicable factor shown on the Policy Data pages, which is based on the insured's underwriting class of this rider, and Age on the Policy Date; and
- (b) is the Monthly Deduction (excluding the cost of this rider).

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

Face Amount Increases Due to a Guaranteed Insurability Option Rider

While the insured is Totally Disabled, the Face Amount may be increased due to a Guaranteed Insurability Option Rider.

Exclusions

We will not waive Monthly Deductions under this policy if Total Disability results from:

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

Values

This rider has no cash or loan value.

The Contract

This rider is:

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

Issue Date

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

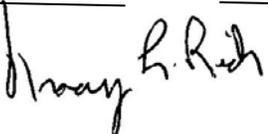
Incontestability

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

Termination

This rider will terminate on the earliest of:

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



Secretary

DISABILITY BENEFIT RIDER (DBR)

While this policy and rider are in force, we will apply as a premium payment the Specified Amount, as described below, while the insured is Totally Disabled, in accordance with the provisions below. Before applying the Specified Amount, we must receive proof that Total Disability:

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

Definitions

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

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

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

- During the first full 60 months of disability, "Total Disability" or "Totally Disabled" means the insured is not able to perform substantially all of the duties of the insured's regular occupation at the time disability begins.
- After the first full 60 months of disability, "Total Disability" or "Totally Disabled" means the insured is not able to perform substantially all of the duties of the insured's occupation or any other occupation for which the insured is or becomes fitted by:
 - education;
 - training; or
 - experience.
- Until the insured's 25th birthday, occupation includes attending school full-time outside the home.

Presumptive Total Disability is:

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

Application of Specified Amount Benefit

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

We will accept premium payments while Specified Amounts are being applied.

Specified Amount Premium

The Specified Amount, which is elected by the owner on the Issue Date, is shown on page 3 of the Basic Policy. The owner may decrease the Specified Amount at any time. However, the Specified Amount may only be increased at the time the owner increases the Face Amount, provided that the increase cannot exceed one-twelfth of the Target Premium associated with the new Policy Segment. After the first Policy Year, the Specified Amount cannot exceed the premiums paid in the first Policy Year.

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

Notice of Claim and Proof of Total Disability

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

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

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

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

Proof of Continued Total Disability

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

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

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

Rider Cost

The cost of this Rider is part of the Monthly Deduction under this policy. The cost for the rider amount specified on the Policy Date is equal to (a) multiplied by (b) where:

- (a) is the Specified Amount under this rider; and
- (b) is the applicable factor, shown on page 3, which is based on the insured's underwriting class and Age on the Policy Date.

If the Specified Amount is increased, the monthly rider cost for the increase is equal to (a) multiplied by (b) where:

- (a) is the increase in the Specified Amount; and
- (b) the applicable factor, shown on page 3, which is based on the insured's underwriting class and Age at the time of the increase.

We will send revised policy pages reflecting and changes caused by an increase. The cost of this rider will cease when this rider terminates.

Face Amount Increases Due to a Guaranteed Insurability Option Rider

While the insured is Totally Disabled the Face Amount may be increased due to a Guaranteed Insurability Option Rider. When an option date or alternate option date is elected, as defined in the Guaranteed Insurability Option Rider, the Specified Amount under this rider will increase by one-twelfth of the amount of the Target Premium associated with the increase in Face Amount.

Exclusions

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

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

Values

This rider has no cash or loan value.

The Contract

This rider is:

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

Issue Date

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

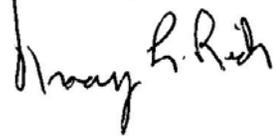
Incontestability

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

Termination

This rider will terminate on the earliest of:

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



Secretary



GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

Customer Service Office – [3900 Burgess Place Bethlehem, PA 18017]

APPLICATION FOR LIFE INSURANCE – Part 1

Please print

(Page 1 of 7)

SECTION A Proposed Insured (or Annuitant) Information

1. First Name _____ MI _____ Last Name _____
2. Social Security # _____
3. Sex Male Female
4. Date of Birth (mm/dd/yyyy) _____
5. Place of Birth _____
6. Are you a U.S. citizen? Yes No *(If no, please complete Foreign Travel and Residence Questionnaire)*
7. Marital Status: Married Single Divorced Separated Widowed
8. Driver's License Number _____ Driver's License State _____
(if none, provide a government photo ID number, issuer and expiration date in Remarks section)
9. Address *(Do not use P.O. Box)* _____
City _____ State _____ Zip _____
10. How long at this address? _____ *(If less than 2 years at current address, please provide prior address in Remarks section)*
11. Home phone _____
12. E-mail address _____
13. 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 _____

SECTION B Employment Information

1. Name of Employer _____
2. Address _____
City _____ State _____ Zip _____
Business Phone _____ Business Web Site _____
3. If address is P.O. Box, include street address as well:
Address _____
City _____ State _____ Zip _____
4. Occupation _____
5. Job Title _____
6. Nature of Business _____
7. How many years at current job? _____ *(If less than 2 years, please furnish all of the above information for the previous employer in the Remarks section)*

SECTION C Plan

1. Name of Plan _____
2. Type of Plan (e.g. Defined Benefit) _____
3. New Plan Existing Plan (New to Guardian) Additions or Increases to Existing Guardian Plan



SECTION D Owner Information

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

- 1. Name of trust: _____
- 2. Tax ID No. _____
- 3. Relationship to proposed insured _____
- 4. Street Address _____
- 5. Telephone Number _____
- 6. Tax Qualified Plan? Yes No
- 7. Date of Trust _____
- 8. Complete Names of Authorized Trustees (Note, list all trustees if more than one) _____

SECTION E 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).

- 1. Primary Beneficiary _____
- 2. Contingent Beneficiary _____

SECTION F Existing Insurance/Replacement on Proposed Insured

Does the owner have any existing life insurance policies or annuity contracts in force on any of the proposed insureds? Yes (please list below) No *(If "Yes", please complete appropriate state replacement form for each such insured.)*

A. Life insurance policies

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

B. Annuity contracts

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

SECTION G Proposed Insurance

a. Plan of Insurance _____ Base Policy Face Amount \$ _____

a. Riders

Traditional Life/Term Riders (Notes: No riders are allowed in Defined Benefit Plans. Option Q and R riders are elected in the Dividends Section. Also, only the ADB and EPUA riders are available on Guaranteed Issue products. If other riders are elected on a GI policy, they will not be issued with that policy.)

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

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

Universal Life and Variable Life Riders

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

SECTION H Retirement Annuity

1. Type of Annuity Single Premium Annual Premium
2. Premium _____
3. Amount of Monthly Income _____
4. Age Annuity Payments Begin _____
5. For Annual Premium Annuity: Front-End Load Back-End Load (Surrender Charge)
6. Guarantee Period: Life Only Ten Years
7. At Maturity, Income Payments Payable to: Owner Annuitant

SECTION I Dividend Options (for participating policies only)

- A-Paid in cash (cash will be paid to the Plan)
- B-Reduce premiums (This option should be elected for fully insured plans under IRC 412(e)(3))
- 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. Also, these dividend options are not available for Guaranteed Issue products. If these options are elected for a GI product, the default dividend option (D) will be used instead.

SECTION J Premiums

1. 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 _____
2. Who is to pay premiums? _____
3. Premium notices will be sent to the owner's address indicated in Section D unless indicated here:

4. Check here to elect List Billing . If checked, then complete the following:
 - New – Billing Name _____ Common billing date _____
 - Existing account # _____
5. Automatic Premium Loan (if available) Yes No (if left blank, default will be Yes)
6. Complete for VUL/UL policies:
 Initial Premium \$ _____ Planned Premium (at the mode indicated above) \$ _____
7. Prepayment of Premium (The Pension Trust must be established prior to submitting money)
 - No money is being submitted with this application.
 - Money is being submitted with this application, in the amount of \$ _____ for proposed life insurance in the amount of \$ _____ in exchange for the Conditional Receipt providing proposed conditional coverage for this amount of insurance only. Please see the Conditional Receipt for the circumstances under which money can be paid with this application, and Item (3) under "Conditions" in the Receipt for rules pertaining to the amount of life insurance that can be entered above.

SECTION K Additional Information for UL Policies

1. **Death Benefit Option** (Note, not all options may be available with all policies)
 - Option 1 Option 2 Option 3 Other _____
2. **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

SECTION L Actively At Work (Complete only for Guaranteed Issue policies)

1. Is the Proposed Insured currently employed by the Employer named above and currently engaged in active, full-time work (of at least 30 hours per week) in a normal capacity, at his/her customary place of employment?
 Yes No (Please provide details of any "no" answer)
2. During the 90 days preceding the date of this application, has the Proposed Insured been absent from work due to illness or injury (not including vacation, normal non-working days, or holidays) for either more than 3 consecutive days or more than a total of 5 days?
 Yes No (Please provide details of any "yes" answer)

SECTION M Simplified Underwriting Questions (Complete only for Simplified Issue policies)

These questions apply to the Proposed Insured. Please provide details in Remarks section for any "yes" answers.

1. Height _____ Weight _____
2. Within the past ten years, have you been diagnosed by or received treatment from a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), or any deficiency of the immune system such as Human Immunodeficiency Virus?..... **Yes** **No**
3. Have you ever had, been treated for or received a consultation or counseling for:
 - i. Heart disease, stroke, chest pain, elevated blood pressure, heart murmur or any other disease or disorder of the heart or blood vessels?.....
 - ii. Respiratory disorder, kidney disorder, diabetes, mental or emotional problems, disorder of the liver or other gastrointestinal organs, cancer or tumor of any kind, anemia or other disorder of the blood, disorder of the nervous systems or disorder of the reproductive organs?.....
 - iii. Any condition not covered in (i) or (ii)?
4. Are you currently receiving medical care or taking medication?
5. Have you been advised within the past 5 years to have any diagnostic test, hospitalization, or surgery which has not been completed?.....
6. Have you ever used drugs other than as prescribed by a physician or had or been advised to have counseling or treatment for alcohol or drug use?
7. Have you smoked cigarettes in the past 12 months?
 (if you have quit, date last used: _____)
8. 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: _____)
9. Do you currently use a nicotine patch or nicotine gum?.....
10. 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.)

SECTION N Personal History of the Proposed Insured (Complete for Fully Underwritten policies)

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

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. Do you intend to change your occupation?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you intend to reside or travel outside of the U.S.?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Within the past five years, have you been charged with and/or convicted of any motor vehicle moving violations or had your driver's license suspended or revoked? (If yes, details must include date of violation, description of violation and penalty.)..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Within the last ten years, have you been convicted of a felony, or is such a charge pending against you?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Within the last three years have you participated in, or do you intend to participate in, any of the following: piloting any type of aircraft; mountain climbing or rock climbing; scuba diving; hang gliding; parachuting or skydiving; or motor vehicle racing? (If yes to any, complete Aviation and/or Avocation Supplement.) | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Have you ever filed for personal or business bankruptcy? (If yes, give full details and date of discharge in Remarks section.) | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Within the past five years, have you had disability, accident, medical or life insurance declined, postponed, modified, rated, cancelled or withdrawn a pending application, or had a renewal or reinstatement refused? | <input type="checkbox"/> | <input type="checkbox"/> |

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

Those parties who sign below, agree that:

1. This application, (Part 1, Part 2, the SI or GI Consent Forms, if applicable, the Census, 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 Guardian's rights or requirements. No information acquired by any Representative of the Guardian shall bind the Guardian 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 Guardian 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 by Owner at: _____ on _____
City and State mm/dd/yyyy

X _____
Signature of Applicant/Owner if Other than Proposed Insured

X _____
Signature of Additional Owner

X _____
Signature of Proposed Insured

Date of Signature for Proposed Insured

X _____
Signature of Additional Owner

Witness (for applications taken by mail)

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

Signature of Licensed Agent

License Number(s)

Agent's Name

State(s) where licensed



GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

Customer Service Office – [3900 Burgess Place Bethlehem, PA 18017]

PROPOSED INSURED CENSUS FOR PENSION TRUST LIFE INSURANCE

For application dated _____ for policyowner _____.

This census provides demographic data on the proposed insureds that the applicant wishes The Guardian Life Insurance Company of America to consider for life insurance under the above referenced application. Please complete this form in its entirety. Use additional forms as needed, but please sign all forms used.

Insured Name	Gender	Date of Birth	GI or SI *	Amount of Insurance Applied For (If applicable, indicate Basic Face Amount and Supplemental Face Amount separately)
			<input type="checkbox"/> GI <input type="checkbox"/> SI	
			<input type="checkbox"/> GI <input type="checkbox"/> SI	
			<input type="checkbox"/> GI <input type="checkbox"/> SI	
			<input type="checkbox"/> GI <input type="checkbox"/> SI	
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			<input type="checkbox"/> GI <input type="checkbox"/> SI	
			<input type="checkbox"/> GI <input type="checkbox"/> SI	
			<input type="checkbox"/> GI <input type="checkbox"/> SI	
			<input type="checkbox"/> GI <input type="checkbox"/> SI	

For each proposed insured, please indicate whether you are requesting a Guaranteed Issue product (GI) or a Simplified Issue product (SI). For any proposed insureds that will be fully underwritten, do not include them on this census as a full complete PT application is required for these insureds.

- Are all proposed insureds listed above eligible employee as defined in the Plan under which this application is made?
 Yes No (If no, provide complete details)
- Is the amount of insurance applied for on each proposed insured based on that proposed insured's actual compensation as defined in the Plan under which this application is made? Yes No (If no, provide complete details)





GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

Customer Service Office – [3900 Burgess Place Bethlehem, PA 18017]

GUARANTEED ISSUE SUPPLEMENT

1. Employer Information

Name of Employer _____

2. Proposed Insured Information

Name of Proposed Insured _____

Date of Birth _____ Gender: Male Female Social Security No. _____

Place of Birth _____ U.S. Citizen? Yes No

Home Address _____

3. Actively At Work Questions (asked of Proposed Insured)

- a. Are you currently employed by the Employer named above and are you currently engaged in active, full-time work (of at least 30 hours per week) in a normal capacity, at your customary place of employment?
 Yes No (Please provide details below to any "No" answer).
- b. During the 90 days preceding the date of this Consent to Insurance, have you been hospitalized or otherwise absent from work due to illness or injury (not including vacation or holidays) for either more than 3 consecutive days or more than a total of 5 days? Yes No (Please provide details below to any "Yes" answer).

Remarks/Details: _____

I, the undersigned, agree that the information contained in this Form is accurate and complete to the best of my knowledge and belief. I also understand that Guardian may rely upon the statements and answers in this form in determining the issuance and the pricing of any life insurance policy issued on my life and that the form may be attached to and made a part of such policy.

Any person who knowingly, and with intent to defraud any insurance company or other person, files an application of 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.

Signature of Proposed Insured _____

Date _____





GUARDIAN®

SIMPLIFIED ISSUE SUPPLEMENT

1. Employer Information

Name of Employer _____

2. Proposed Insured Information

Name of Proposed Insured _____

Date of Birth _____ Gender: Male Female Social Security No. _____

Place of Birth _____ U.S. Citizen? Yes No

Home Address _____

3. Personal History Of Proposed Insured

These questions apply to the Proposed Insured. Please provide details in Remarks section for any "yes" answers.

a. Height _____ Weight _____

	Yes	No
b. Within the past ten years, have you been diagnosed by or received treatment from a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), or any deficiency of the immune system such as Human Immunodeficiency Virus?.....	<input type="checkbox"/>	<input type="checkbox"/>
c. Have you ever had, been treated for or received a consultation or counseling for:		
i. Heart disease, stroke, chest pain, elevated blood pressure, heart murmur or any other disease or disorder of the heart or blood vessels?.....	<input type="checkbox"/>	<input type="checkbox"/>
ii. Respiratory disorder, kidney disorder, diabetes, mental or emotional problems, disorder of the liver or other gastrointestinal organs, cancer or tumor of any kind, anemia or other disorder of the blood, disorder of the nervous systems or disorder of the reproductive organs?	<input type="checkbox"/>	<input type="checkbox"/>
iii. Any condition not covered in (i) or (ii)?	<input type="checkbox"/>	<input type="checkbox"/>
d. Are you currently receiving medical care or taking medication?	<input type="checkbox"/>	<input type="checkbox"/>
e. Have you been advised within the past 5 years to have any diagnostic test, hospitalization, or surgery which has not been completed?.....	<input type="checkbox"/>	<input type="checkbox"/>
f. Have you ever used drugs other than as prescribed by a physician or had or been advised to have counseling or treatment for alcohol or drug use?	<input type="checkbox"/>	<input type="checkbox"/>
g. Have you smoked cigarettes in the past 12 months?	<input type="checkbox"/>	<input type="checkbox"/>
(if you have quit, date last used: _____)		
h. Have you used tobacco in any form in the last 24 months?.....	<input type="checkbox"/>	<input type="checkbox"/>
If "No", have you used tobacco in any form in the last 48 months?.....	<input type="checkbox"/>	<input type="checkbox"/>
(if you have quit, date last used: _____)		
i. Do you currently use a nicotine patch or nicotine gum?.....	<input type="checkbox"/>	<input type="checkbox"/>
j. Within the last three years have you participated in, or do you intend to participate in, any of the following: piloting any type of aircraft; mountain climbing or rock climbing; scuba diving; hang gliding; parachuting or skydiving; or motor vehicle racing? (If yes to any, complete Aviation and/or Avocation Supplement.)	<input type="checkbox"/>	<input type="checkbox"/>

Remarks/Details: _____

I, the undersigned, agree that the information contained in this Form is accurate and complete to the best of my knowledge and belief. I also understand that Guardian may rely upon the statements and answers in this form in determining the issuance and the pricing of any life insurance policy issued on my life and that the form may be attached to and made a part of such policy.

Any person who knowingly, and with intent to defraud any insurance company or other person, files an application of 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.

Signature of Proposed Insured

Date

SERFF Tracking Number: GARD-126939085 State: Arkansas
 Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 47887
 Company Tracking Number: 11-PTUL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: PTUL 2011
 Project Name/Number: PTUL 2011/11-PTUL

Supporting Document Schedules

	Item Status:	Status Date:
<p>Satisfied - Item: Flesch Certification Comments: Attachments: Readability.pdf Certificate of Compliance with Rule 19 and 49.pdf</p>		

	Item Status:	Status Date:
<p>Satisfied - Item: Application Comments: see form schedule</p>		

	Item Status:	Status Date:
<p>Satisfied - Item: Appendix A & B Comments: Attachments: AR Appendix A.pdf AR Appendix B.pdf</p>		

	Item Status:	Status Date:
<p>Satisfied - Item: Statement of Variability Comments: Attachment: Statement of Variability 11-PTUL.pdf</p>		

	Item Status:	Status

SERFF Tracking Number: GARD-126939085 State: Arkansas
Filing Company: The Guardian Life Insurance Company of State Tracking Number: 47887
America
Company Tracking Number: 11-PTUL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: PTUL 2011
Project Name/Number: PTUL 2011/11-PTUL

Date:

Satisfied - Item: Consent to Submit Rates

Comments:

Attachment:

Consent to Submit Rates.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>
Universal Life Insurance Policy	11-PTUL AR	48.4
Waiver of Monthly Deductions Rider	07-WMD UL SN	48.7
Disability Benefit Rider	07-DBR UL SN	47.8
Application for Life Insurance	PT-AP-2011 AR	53.3
Proposed Insured Census for Pension Trust Life Insurance	PT-AP-CENSUS-2011	45.3*
Guaranteed Issue Supplement	GI-SUPP-2011	52.2*
Simplified Issue Supplement	SI-SUPP-2011	48.8

* this form was scored with PT-AP-2011 AR

Name: Pete Diggins
Title: Director, Individual Markets
Date: January 31, 2011



**Certificate of Compliance with
Arkansas Rule and Regulation 19 and 49**

Insurer: **The Guardian Life Insurance Company of America**
Form Number(s):

Universal Life Insurance Policy, Form	11-PTUL AR
Waiver of Monthly Deductions Rider, Form	07-WMD UL SN
Disability Benefit Rider, Form	07-DBR UL SN
Application for Life Insurance Form,	PT-AP-2011 AR
Proposed Insured Census for Pension Trust Life Insurance Form	PT-AP-CENSUS-2011
Guaranteed Issue Supplement Form	GI-SUPP-2011
Simplified Issue Supplement, Form	SI-SUPP-2011

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19 and 49.

Signature of Company Officer

Pete Diggins

Name

Director

Title

January 31, 2011

Date

State of Arkansas

Appendix A

New Form Number	Replaces Form Number	Approval Date/DOI File # of Replaced Form
11-PTUL AR	N/A	N/A
07-WMD UL SN	N/A	N/A
07-DBR UL SN	N/A	N/A
PT-AP-2011 AR	PT-AP-2000.18	2/25/2000
PT-AP-CENSUS-2011	N/A	N/A
GI-SUPP-2011	N/A	N/A
SI-SUPP-2011	N/A	N/A

State of Arkansas

Appendix B

Previously Approved Forms To Be Used with 11-PTUL AR

Rider Form Number	Description	Approval Date/ Dept File No	Issue Ages
07-ADB UL AR	Accidental Death Benefit Rider	6/28/07	18-65
ICC09-R111 UL	Accelerated Death Benefit Rider	N/A	18-75
10-ANCSV UL	Alternate Net Cash Surrender Value Rider	10/8/10	18-70
10-SG UL	Secondary Guarantee Rider	10/8/10	18-70
10-GIO UL	Guaranteed Insurability Option Rider	10/8/10	18-50
10-EIR UL	Exchange of Insureds Rider	10/8/10	18-65

Previously Approved Applications To Be Used with PT-AP-2011 AR

Form Number	Description	Approval Date/ Dept File No
C-AUTH-2003	Authorization to Obtain and Release Information	6/20/03
C-NIIP-2003	Notice of Insurance Information Practices	6/20/03
C-MED-2003	Medical/Paramedical application supplement	6/20/03
C-AVIA-SUPP-2003	Aviation Supplement	6/20/03
C-AVOC-SUPP-2003	Avocation Supplement	6/20/03
C-ADU-SUPP-2003	Alcohol & Drug Use Supplement	6/20/03
C-AP-SUPP-2003	Blank Application Supplement	6/20/03

The Guardian Life Insurance Company of America

Statement of Variable Material for Filing of Forms **11-PTUL, 07-WMD UL SN and 07-DBR UL SN**

*NOTE: This document will refer to the form numbers shown above, which are the generic form numbers for these Universal Life products. In many states different form numbers will apply using the state's postal abbreviation as a suffix to the form numbers.

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

This is policy information that varies depending on: (a) the demographics of the individual who is being insured under the policy (as well as names of the owner and beneficiary), (b) the specific insurance being issued (such as the face amount or presence/absence of rider benefits on the policy), and (c) the rates and values for the policy and riders that are determined by (a) and (b). As stated in our filing letter, we do plan to make numerous other previously approved rider forms available with this new Universal Life policy. We have included the information that will be included on the Policy Data pages if the previously approved riders are issued with these policies.

Variable	Description	Range of Data, if applicable, or explanation of data
Variable 1	Name of Insured	Insured's name will print here.
Variable 2	Age of Insured	This is the age of the insured at issue of the policy, and is the age on the birthday nearest to the Policy Date. The age range is 18-80 (81-85 for non-smoker class only).
Variable 3	Sex of Insured	This will be the insured's gender. Therefore, the value will be either "male" or "female".
Variable 4	Policy Number	This is a unique number which identifies the policy in our administrative systems and for correspondence with the policyowner
Variable 5	Policy Date	This is the Policy Date, which is the date that determines the issue age of the insured. Consequently, this date/age also drives the values for the policy, and the expiry dates for certain riders.
Variable 6	Issue Date	This is the date the policy is issued by the company and also normally begins the policy's suicide and contestable periods, though in certain states, we may be required to use the Policy Date.
Variable 7	Underwriting Class	This is the risk class of the insured based on the underwriting process. The possible risk classes are "Preferred Plus NT, Preferred NT, Non-Smoker, Standard, Class X Smoker and Class X Non-Smoker, where X is 1, 2, 3, 4, 6, 8, 10, 12 or 16.
Variable 8	Death Benefit Option	This is the Death Benefit Option under the policy. The applicable options are 1, 2 or 3.
Variable 9	Section 7702 Test	This is the test used to determine the death benefit under the policy. The applicable values for this variable are: Cash Value Accumulation and Guideline Premium.
Variable 10	Maturity Date	This is the date on which the policy matures. The date is the policy anniversary on which the insured is insurance age 121.
Variable 11	Base Sum Insured (BSI)	This is the base policy face amount. The minimum amount is \$100,000 for all risk classes except Preferred Plus NT, which has a minimum face of \$250,000. There is no maximum face amount per se since we could issue above the company's retention limits with reinsurance.
Variable 12	Additional Sum Insured (ASI)	If ASI is elected at issue, the caption "Additional Sum Insured" will print here.
Variable 12.1	Additional Sum Insured (ASI) amount	This is an optional additional face amount, if ASI is elected at issue. The minimum amount is \$25,000 with the maximum being 4 times the Base Sum Insured.

Variable 13	Initial Face Amount	This is the total face amount of the policy at issue. It is the Base Sum Insured plus, if applicable, the Additional Sum Insured.
Variable 14	Owner	This is the name of the policyowner.
Variable 15	Premium Mode	This is the mode on which planned premiums are billed. This can be Annual, Semi-Annual, Quarterly or Monthly. It is selected by the policyowner when the policy was applied for.
Variable 16	Planned Premium	This is the planned premium that the owner elected in the application
Variable 17	Minimum Premium To Issue Policy	This is the premium needed to put the policy in force.
Variable 18	Guideline Premium Description	Variables 18 - 18.4 will only be shown if the GP Test was selected.
Variable 18.1	Guideline Level Premium	If the GP Test was selected, the caption "Guideline Level Premium" will print here.
Variable 18.2	Guideline Level Premium Amount	This is the Guideline Level Premium applicable to the policy.
Variable 18.3	Guideline Single Premium	If the GP Test was selected, the caption "Guideline Single Premium" will print here.
Variable 18.4	Guideline Single Premium Amount	This is the Guideline Single Premium applicable to the policy.
Variable 19	Policy No-Lapse Guarantee Description	Variables 19 – 20.1 will only be shown if the policy includes the No-Lapse Guarantee.
Variable 19.1	Policy No-Lapse Guarantee	If the No-Lapse Guarantee is included on the policy, the caption "Policy No-Lapse Guarantee Period" will print here.
Variable 19.2	Policy No-Lapse Guarantee Period	If Death Benefit Option 1 is elected, then the policy includes a 5 year no-lapse guarantee period. The value shown here will then be "5 YEARS".
Variable 20	Minimum Monthly Premium	If the No-Lapse Guarantee is included on the policy, the caption "Minimum Monthly Premium" will print here.
Variable 20.1	Minimum Monthly Premium Amount	This appears only if the No Lapse Guarantee is applicable to the policy and shows the minimum monthly premium that is required to be paid to keep the guarantee in effect.
Variable 21	Target Premium	This is the target premium that is used as the breakpoint in determining the premium charge. It is based on a rate per \$1,000 that varies by issue age, sex, and risk class of the insured.
NOTE: the information regarding specific rider benefits only appears on the Policy Data pages if those riders (whether previously approved or new) are being issued with the policy. Policy Data pages 3 SG, 4 SG, 4 SG.1 and 4 ANCSV will only be included if the Secondary Guarantee Rider and/or Alternate Net Cash Surrender Value Rider are being issued with the policy.		
Variable 22	Additional Sum Insured (ASI)	If the policy includes Additional Sum Insured, the caption "Additional Sum Insured" will print here.
Variable 22.1	ASI Expiry Date	This date will be the policy anniversary on which the insured is age 100.
Variable 23	Accidental Death Benefit (ADB) Expiry Date	This date will be the policy anniversary on which the insured is age 75
Variable 24	ADB Face Amount	The face amount of the ADB rider, as elected by the policyowner. The minimum amount is \$3,000 and the maximum amount is the lesser of \$500,000 or the total face amount of the policy.
Variable 25	Guaranteed Insurability Option (GIO) Rider Expiry Date	This date is the policy anniversary which corresponds to the last Scheduled Option Date for the rider and depends on the issue age of the insured. Rider form 10-GIO UL shows a chart of Scheduled Option Date by issue age. The range is 8-28 years.
Variable 26	GIO Option Amount	This is the Option Amount for the GIO rider selected by the owner on the application. The minimum amount is \$10,000 and the maximum is \$250,000, but not greater than the policy face amount.
Variable 27	Disability Benefit Rider (DBR) Expiry	This is the policy anniversary on which the insured is age 65.

	Date	
Variable 28	DBR Specified Amount	This is the monthly amount that gets applied to the policy if the insured is totally disabled as defined in the rider. This is elected by the owner and can range from the \$20 to one-twelfth of the 7-Pay Premium for the policy (so as to avoid a possible Modified Endowment Contract).
Variable 29	Waiver of Monthly Deductions (WMD) Rider Expiry Date	This date is the policy anniversary on which the insured is age 65.
Variable 30	Exchange of Policy Expiry Date	This date is the policy anniversary on which the insured is age 90.
Variable 31	Secondary Guarantee (SG) Rider Expiry Date	This date will be the policy anniversary on which the insured is age 121. This rider is only available if Death Benefit Option 1 was elected.
Variable 32	Alternate Net Cash Surrender Value (ANCSV) Rider Expiry Date	This date will be the 7 th policy anniversary.
Variable 33	Customer Service Office Address and Phone Number	This is the address and telephone number of our Customer Service Office, which is currently 3900 Burgess Place, Bethlehem, PA 18017, 1-800-441-6455. If we change the location or telephone number of the Customer Service Office, we would like to be able to modify the policy without refiling.
Variable 34	Policy Years for determining the Premium Charge % for the Policy Account Value (PAV)	These are the policy years that a given premium charge percentage is applicable. The range is 1 thru 10-30 but currently "Years 1-20" is shown here.
Variable 35	Premium Charge % up to the Target Premium for the PAV	This percentage is used to determine the premium charge that is deducted from the premium before it is applied to the PAV. The percentage charged for a premium payment up to the target premium ranges from 1-10% but is currently 7%.
Variable 36	Premium Charge % in Excess over the Target Premium for the PAV	This percentage is used to determine the premium charge that is deducted from the premium before it is applied to the PAV. The percentage charged for a premium payment in excess of the target premium ranges from 1-10% but is currently 7%.
Variable 37	Policy Years for determining the Premium Charge % for the PAV	These are the policy years that a given premium charge percentage is applicable. The range is 1 thru 11-31 but currently "Years 21+" is shown here.
Variable 38	Premium Charge % up to the Target Premium for the PAV	This percentage is used to determine the premium charge that is deducted from the premium before it is applied to the PAV. The percentage charged for a premium payment up to the target premium ranges from 0-10% but is currently 0%.
Variable 39	Premium Charge % in Excess over the Target Premium for the PAV	This percentage is used to determine the premium charge that is deducted from the premium before it is applied to the PAV. The percentage charged for a premium payment in excess of the target premium ranges from 0-10% but is currently 0%.
Variable 40	Policy Fee Charge for the PAV	The monthly charge applicable until the later of age 100 or 20 years. The range is \$1-15 but is currently \$7.50.
Variable 41	BSI Per \$1,000 Charge	This is the monthly factor used in the determining the per \$1,000 charge applicable to the BSI. It is based on sex, risk class, issue age and face amount. The range is \$.015-4.50.
Variable 42	BSI Per \$1,000 Years Payable	The amount of years that the charge in Variable 41 is deducted from the Policy Account Value on the Monthly Processing Date. The range is 5-30 but it is currently for 20 years. The amount of years is bracketed in the event that we want to make a change in the future.
Variable 43	ASI Per \$1,000	This sentence will only show if ASI was elected at issue: [Variable 43.1] per

	Charge description	\$1000 of Additional Sum Insured deducted monthly for the first [Variable 43.2] policy years. Variables 43, 43.1 and 43.2 will only be shown if ASI was issued with the policy.
Variable 43.1	ASI Per \$1,000 Charge	This is the monthly factor used in the determining the per \$1,000 charge applicable to the ASI. It is based on sex, risk class, issue age and face amount. The range is \$.05-1.00.
Variable 43.2	ASI Per \$1,000 Years Payable	The amount of years that the charge in Variable 43.1 is deducted from the Policy Account Value on the Monthly Processing Date. The range is 5-30 but the charge is currently for 20 years.
Variable 44	ADB Charge	This is the charge for the ADB rider that is deducted each month the rider is in effect. The monthly charge is the face Amount times a rate, which is determined at issue. This charge is assessed against the Policy Account Value and the Secondary Guarantee Account.
Variable 45	ADB Years Payable	This is the number of years that the rider is in effect. It corresponds to the policy year in which the insured is age 75.
Variable 46	GIO Charge	This is the charge for the GIO rider that is deducted each month the rider is in effect. The monthly charge for this rider is a rate times the Option Amount. The rate is determined at issue, and depends on the issue age and smoking status. The Option Amount ranges are \$10,000-\$250,000. This charge is assessed against the Policy Account Value and the Secondary Guarantee Account.
Variable 47	GIO Years Payable	This is the number of years that the rider is in effect. It corresponds to the policy year of the last scheduled option date under the rider (range: age 46-58).
Variable 48	DBR Factor	This is the factor used in the determination of the DBR charge that is deducted each month for this rider. This charge is assessed against the Policy Account Value and the Secondary Guarantee Account. The factor referred to above is determined at issue and depends on sex.
Variable 49	DBR Years Payable	This is the number of years that the rider is in effect. It corresponds to the policy year in which the insured is age 65.
Variable 50	WMD Factor	This is the factor used in the determination of the WMD charge that is deducted each month for this rider. This charge is assessed against the Policy Account Value and the Secondary Guarantee Account. The factor referred to above is determined at issue and depends on sex.
Variable 51	WMD Years Payable	This is the number of years that the rider is in effect. It corresponds to the policy year in which the insured is age 65.
Variable 52	ANCSV Charge	This is the one-time charge for the Alternate Net Cash Surrender Value rider. This charge is assessed against the Policy Account Value and the Secondary Guarantee Account. Currently this charge can be between \$25-\$500. The range for this variable is \$10-\$2,000.
Variable 53	SG Factor	This is the charge for the SG rider that is deducted each month the rider is in effect. This charge is assessed against the Policy Account Value only. It is based on a rate per \$1,000 of policy face amount that varies by age and ranges from .01-.06.
Variable 54	SG Years Payable	This is the number of years that the rider charge is in effect. It ranges from 10-50 and is currently 20 years.
Variable 55	Surrender Charge	This is the surrender charge that will be applicable in a given year. There is no surrender charge after the 19 th year. It is based on a rate per \$1,000 that ranges from \$14.09-47.50. It varies by issue age, sex, risk class, and duration.
Variable 56	Policy Years for determining the Premium Charge % for the Secondary Guarantee Account (SGA)	These are the policy years that a given premium charge percentage is applicable. The range is 1 thru 10-30 but currently "Years 1-20" is shown here.
Variable 57	Premium Charge % up to the Target Premium for the	This percentage is used to determine the premium charge that is deducted from the premium before it is applied to the SGA. The percentage charged for a premium payment up to the target premium ranges from 1-10% but is

	SGA	currently 7%.
Variable 58	Premium Charge % in Excess over the Target Premium for the SGA	This percentage is used to determine the premium charge that is deducted from the premium before it is applied to the SGA. The percentage charged for a premium payment in excess of the target premium ranges from 1-10% but is currently 4%.
Variable 59	Policy Years for determining the Premium Charge % for the SGA	These are the policy years that a given premium charge percentage is applicable. The range is 1 thru 11-31 but currently "Years 21+" is shown here.
Variable 60	Premium Charge % up to the Target Premium for the SGA	This percentage is used to determine the premium charge that is deducted from the premium before it is applied to the SGA. The percentage charged for a premium payment up to the target premium ranges from 0-10% but is currently 3%.
Variable 61	Premium Charge % in Excess over the Target Premium for the SGA	This percentage is used to determine the premium charge that is deducted from the premium before it is applied to the SGA. The percentage charged for a premium payment in excess of the target premium ranges from 0-10% but is currently 0%.
Variable 62	Policy Fee Charge for the Secondary Guarantee Account	The monthly charge applicable until the later of age 100 or 20 years. The range is \$1-15 but it is currently \$7.50.
Variable 63	Secondary Guarantee Account Per \$1,000 Charge	This is the monthly factor used in determining the per \$1,000 charge applicable to the Secondary Guarantee Account. It is based on sex, risk class, issue age and face amount. The range is \$.015-4.00.
Variable 64	Secondary Guarantee Account Per \$1,000 Years Payable	The amount of years that the charge in Variable 63 is deducted from the Secondary Guarantee Account on the Monthly Processing Date. The range is 10-50 but it is currently for 20 years.
Variable 65	Death Benefit Factors Table Attained Ages	The number of policy years shown here is a function of the insured's issue age. The table of factors ends at age 121.
Variable 66	Death Benefit Factors	These are the factors used in determining the death benefit. The factors vary by issue age and the 7702 test selected. There will be a factor for all years up to age 121.
Variable 67	COI Rate Table Attained Age for the Policy Account Value	This is the Attained Age of the Insured from the issue age until age 121 for the Policy Account Value.
Variable 68	COI Rates per \$1,000 for the Policy Account Value	This is the maximum cost of insurance rate per \$1,000 applicable to the policy for the Policy Account Value. There will be an applicable rate for each year from issue to the number of policy years determined in Variable 67. The range is \$.025-83.33333 and varies by issue age and duration, the sex of the insured, as well as whether the insured is a smoker or a non-smoker.
Variable 69	COI Rate Table Attained Age for the Secondary Guarantee Account	This is the Attained Age of the Insured from the issue age until age 121 for the Secondary Guarantee Account.
Variable 70	COI Rates per \$1000 for the Secondary Guarantee Account – low COI's	This is the cost of insurance rate per \$1000 applicable to the policy for the Secondary Guarantee Account. There will be an applicable rate for each year from issue to the number of policy years determined in Variable 69. The rates vary by issue age, sex, risk class and duration. The range is \$.01-83.33333.
Variable 71	COI Rates per \$1000 for the Secondary Guarantee Account – high COI's	This is the cost of insurance rate per \$1000 applicable to the policy for the Secondary Guarantee Account. There will be an applicable rate for each year from issue to the number of policy years determined in Variable 69. The rates vary by issue age, sex, risk class and duration. The range is \$.3-83.33333.
Variable 72	Benchmark Table	The number of policy years shown here is a function of the insured's issue

	Attained Ages	age. The charge ends at age 121.
Variable 73	Benchmark Value Rates per \$1000 for the Secondary Guarantee Account	Vary by issue age, sex, risk class and policy duration and are expressed in per \$1000 values. They are only used in determining the cost of insurance charges for the Secondary Guarantee Account. It is based on a rate per \$1,000 that ranges from 0-900.
Variable 74	Policy Months for the ANCSV rider	This table shows the policy months up to the 7 th policy anniversary.
Variable 75	Percentages for the ANCSV rider	This table shows the percentages used in determining the ANCSV, as described in the rider.
Variable 76	Home Office Address	This is on the policy's front cover in the paragraph just above the officers' signatures. The address is currently 7 Hanover Square, New York, New York 10004. If the home office address changes, we would like to be able to modify the policy without refiling.
Variable 77	Officer(s) Title(s) and Signature(s)	Each form submitted has the officer(s) signature(s) and title(s) bracketed. If the officer or title changes, we would like to be able to modify the policy without refiling.
Variable 78	Free Look Period	This is on the policy's front cover in the Free Look Period provision. In many states, if the policy is issued as the result of a replacement, the free look period must be longer than normal, e.g., 20 or 30 days. If necessary in your state, we will change the free look period to the correct number of days for policies issued as a result of replacement. However, this will never be less than 10 days.
Variable 79	Minimum Face Amount	The minimum face amount is \$100,000. However, if the ANCSV rider is issued with the policy, this minimum will be \$250,000.

INSURED [VARIABLE 1]

[VARIABLE 2]- **AGE AND SEX**
[VARIABLE 3]
[VARIABLE 4] **POLICY NUMBER**
[VARIABLE 5] **POLICY DATE**
[VARIABLE 7] **UNDERWRITING CLASS**

FACE AMOUNT BASIC SUM INSURED AT ISSUE \$[VARIABLE 11]
[VARIABLE 12 \$ [VARIABLE 12.1]]
INITIAL FACE AMOUNT \$ [VARIABLE 13]

ISSUE DATE [VARIABLE 6]

[VARIABLE 8] **DEATH BENEFIT OPTION**

PLAN OF INSURANCE UNIVERSAL LIFE INSURANCE

[VARIABLE 9] **SECTION 7702 TEST**



**The Guardian
Life Insurance Company
Of America**

**A Mutual Company
Established 1860**

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

The entire contract consists of the basic policy and any attached additional benefit riders, endorsements and application(s). This policy is issued by Guardian at its home office at [VARIABLE 76], on the issue date. However, all correspondence should be sent to our Customer Service Office shown on the Policy Data page.

VARIABLE 77

Guardian will pay the death proceeds of this policy to the beneficiary upon receipt of due proof that the insured died while this policy was in force. These proceeds are described in greater detail in the "Death Proceeds" section.

Free Look Period

The owner has the right to examine this policy and return it for cancellation to Guardian's Customer Service Office or to any agent or agency within [VARIABLE 78] days after receiving it; this is the free look period. The policy and a written cancellation notice must be delivered or mailed to cancel this policy. Any notice given by mail is effective on being postmarked, properly addressed and postage prepaid. If the policy is cancelled during this period, Guardian will refund any amounts paid. The policy will be void from the beginning.

Universal Life Insurance Policy

- Flexible premiums payable during the insured's lifetime ending at Attained Age 121
- Adjustable death proceeds payable upon insured's death if policy is in force
- Maturity Date is Attained Age 121
- Participating – However, Dividends are not expected to be paid

POLICY DATA

INSURED	[Variable 1]	[Variable 4]	POLICY NUMBER
AGE AND SEX	[Variable 2]- [Variable 3]	[Variable 5] [Variable 6]	POLICY DATE ISSUE DATE
UNDERWRITING CLASS	[Variable 7]	[Variable 8]	DEATH BENEFIT OPTION
PLAN OF INSURANCE	UNIVERSAL LIFE INSURANCE	[Variable 9] [Variable 10]	SECTION 7702 TEST MATURITY DATE *
FACE AMOUNT	BASIC SUM INSURED AT ISSUE [Variable 12] INITIAL FACE AMOUNT	[Variable 11] [Variable 12.1] [Variable 13]	
OWNER	[Variable 14]		
BENEFICIARY	AS STATED IN THE APPLICATION OR AS SUBSEQUENTLY CHANGED IN THE OWNER'S SIGNED NOTICE		

BENEFITS AND PREMIUMS

BASIC POLICY	AMOUNT
PLANNED [Variable 15] PREMIUM	[Variable 16]
MINIMUM PREMIUM TO ISSUE POLICY	[Variable 17]
[Variable 18]	
[Variable 18.1]	[Variable 18.2]
[Variable 18.3]	[Variable 18.4]]
[Variable 19]	
[Variable 19.1]	[Variable 19.2]
[Variable 20]	[Variable 20.1]]
MINIMUM FACE AMOUNT: \$[Variable 79]	
TARGET PREMIUM	[Variable 21]

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

POLICY DATA – CONT'D

BENEFITS AND PREMIUMS (cont'd)

	<u>RIDER/BENEFIT EXPIRY DATE</u>
[Variable 22]	[Variable 22.1]]
ACCIDENTAL DEATH BENEFIT RIDER	[Variable 23]
FACE AMOUNT: [Variable 24]	
GUARANTEED INSURABILITY OPTION RIDER	[Variable 25]
OPTION AMOUNT: [Variable 26]	
DISABILITY BENEFIT RIDER	[Variable 27]
SPECIFIED AMOUNT: [Variable 28]	
WAIVER OF MONTHLY DEDUCTIONS RIDER	[Variable 29]
EXCHANGE OF POLICY OPTION	[Variable 30]
SECONDARY GUARANTEE RIDER	[Variable 31]
ALTERNATE NET CASH SURRENDER VALUE RIDER	[Variable 32]
EXCHANGE OF INSUREDS RIDER	
ACCELERATED DEATH BENEFIT RIDER	

To obtain information about your coverage you may call your agent or contact our Customer Service Office at:
[Variable 33]

POLICY DATA - CONT'D

CHARGES AND DEDUCTIONS RELATED TO THE POLICY ACCOUNT VALUE

PREMIUM CHARGE

We will deduct a charge from premium payments based on the following percentages. See the "Premiums" Section for details on the determination of premium charge.

Policy Years	Up to Target Premium	Excess over Target Premium
[Variable 34]	[Variable 35]%	[Variable 36]%
[Variable 37]	[Variable 38]%	[Variable 39]%

COST OF INSURANCE CHARGES

Guardian deducts the current cost of insurance charge for the Basic Policy on each Monthly Processing Date. We base the monthly cost of insurance charge on our current cost of insurance rates. The current cost of insurance rate will never exceed the maximum monthly cost of insurance rate for the applicable policy year. The Table of Maximum Monthly Cost of Insurance Rates is shown on page 4. See the "Monthly Cost of Insurance" provision for further information.

ADMINISTRATIVE CHARGES

Guardian deducts administrative charges for the Policy on each Monthly Processing Date. The charges will not exceed the guaranteed charges shown below:

- \$ [Variable 40] per month for all Policy Years up to the insured's Attained Age 100, plus
- \$[Variable 41] per \$1,000 of Basic Sum Insured at Issue deducted monthly for the first [Variable 42] policy years.

[Variable 43]
- \$[Variable 43.1] per \$1,000 of Additional Sum Insured deducted monthly for the first [Variable 43.2] policy years.]

RIDER CHARGES

Guardian will also deduct the cost of these riders. See the "Monthly Deductions" provision of this policy and the individual rider form(s) for further information.

RIDER	DESCRIPTION OF CHARGE	POLICY YEARS PAYABLE
ACCIDENTAL DEATH BENEFIT RIDER	[Variable 44]	1 through [Variable 45]
GUARANTEED INSURABILITY OPTION RIDER	[Variable 46]	1 through [Variable 47]
DISABILITY BENEFIT RIDER	[Variable 48] times the Specified Amount divided by 100.	1 through [Variable 49]
WAIVER OF MONTHLY DEDUCTIONS RIDER	[Variable 50] times the Monthly Deductions (excluding the cost of this rider) divided by 100.	1 through [Variable 51]
ALTERNATE NET CASH SURRENDER VALUE RIDER	\$ [Variable 52] 1 time charge due on Issue Date	
SECONDARY GUARANTEE RIDER	\$ [Variable 53] times the Face Amount divided by 1,000	1 through [Variable 54]

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POLICY DATA - CONT'D

PARTIAL WITHDRAWAL OF NET CASH SURRENDER VALUE

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

SURRENDER CHARGES

The table below shows surrender charges for the Initial Face Amount. For a detailed description of surrender charges, see the "Partial Withdrawals and Surrender" section of this policy.

<u>POLICY YEAR</u>	<u>SURRENDER CHARGE</u>
1	[Variable 55]
2	[Variable 55]
3	[Variable 55]
4	[Variable 55]
5	[Variable 55]
6	[Variable 55]
7	[Variable 55]
8	[Variable 55]
9	[Variable 55]
10	[Variable 55]
11	[Variable 55]
12	[Variable 55]
13	[Variable 55]
14	[Variable 55]
15	[Variable 55]
16	[Variable 55]
17	[Variable 55]
18	[Variable 55]
19	[Variable 55]
20 and thereafter	0

POLICY DATA - CONT'D

CHARGES AND DEDUCTIONS FROM THE SECONDARY GUARANTEE ACCOUNT

PREMIUM CHARGE

We will deduct a charge from premium payments based on the following percentages. See the "Premiums" Section for details on the determination of premium charge.

Policy Years	Up to Target Premium	Excess over Target Premium
[Variable 56]	[Variable 57]%	[Variable 58]%
[Variable 59]	[Variable 60]%	[Variable 61]%

COST OF INSURANCE CHARGES

Under the Secondary Guarantee Account, you will be charged either a high COI or a low COI. To determine which COI is charged, we compare the actual Secondary Guarantee Account (before any premiums are applied and before we deduct monthly charges) to the Secondary Guarantee Account Benchmark Value. The benchmark values are shown in the Table of Secondary Guarantee Account Benchmark Values Per \$1,000 of Face Amount on the Policy Data page.

ADMINISTRATIVE CHARGES

Guardian deducts administrative charges for the Secondary Guarantee Rider on each Monthly Processing Date. The charges will not exceed the guaranteed charges shown below:

- \$[Variable 62] per month for all Policy Years up to the insured's Attained Age 100, plus
- \$[Variable 63] per \$1,000 of the Face Amount deducted monthly for the first [Variable 64] policy years.

RIDER CHARGES

Guardian will also deduct the cost of these riders. See the "Monthly Deductions" provision of this policy and the individual rider form(s) for further information.

RIDER	DESCRIPTION OF CHARGE	POLICY YEARS PAYABLE
ACCIDENTAL DEATH BENEFIT RIDER	\$ [Variable 44]	1 through [Variable 45]
GUARANTEED INSURABILITY OPTION RIDER	\$ [Variable 46]	1 through [Variable 47]
DISABILITY BENEFIT RIDER	[Variable 48] times the Specified Amount divided by 100.	1 through [Variable 49]
WAIVER OF MONTHLY DEDUCTIONS RIDER	[Variable 50] times the Monthly Deductions (excluding the cost of this rider) divided by 100.	1 through [Variable 51]
ALTERNATE NET CASH SURRENDER VALUE RIDER	\$ [Variable 52] 1 time charge due on Issue Date	

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CONSENT TO SUBMIT RATES AND/OR COST BASES FOR APPROVAL

The Guardian Life Insurance Company of America, does hereby consent and agree that all premium rates and/or cost bases both "maximum" and "current or projected," used in relation to policy form number 11-PTUL AR, must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

The Guardian Life Insurance Company of America

A handwritten signature in black ink, appearing to read "Pete Diggins", with a long horizontal flourish extending to the right.

By Pete Diggins

Director, Individual Life