

SERFF Tracking Number: GARD-127833862 State: Arkansas
 Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 50579
 Company Tracking Number: 12-UL SG
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: UL SG 2012
 Project Name/Number: UL SG 2012/12-UL SG

Filing at a Glance

Company: The Guardian Life Insurance Company of America

Product Name: UL SG 2012 SERFF Tr Num: GARD-127833862 State: Arkansas
 TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 50579
 Adjustable Life Closed
 Sub-TOI: L09I.001 Single Life Co Tr Num: 12-UL SG State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Disposition Date: 01/11/2012
 Authors: Lisa Capella, Louis A Conte, Peter Diggins, Margaret Lewis-Forbes, John Monahan, Monica Wilson, Carline Hamilton, Kathleen Tobin
 Date Submitted: 12/28/2011 Disposition Status: Approved-Closed
 Implementation Date Requested: Implementation Date:
 State Filing Description:

General Information

Project Name: UL SG 2012 Status of Filing in Domicile:
 Project Number: 12-UL SG Date Approved in Domicile:
 Requested Filing Mode: Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 01/11/2012
 State Status Changed: 01/11/2012
 Deemer Date: Created By: Lisa Capella
 Submitted By: Kathleen Tobin Corresponding Filing Tracking Number:
 Filing Description:
 Re: The Guardian Life Insurance Company of America
 NAIC Number: 429-64246 FEIN: 13-5123390
 Universal Life Insurance Policy, Form 12-UL SG AR
 Survivorship Universal Life Insurance Policy, Form 12-SUL SG AR

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Product Name: UL SG 2012
Project Name/Number: UL SG 2012/12-UL SG
Disability Benefit Rider, Form 12-DBR UL
Whole Life Purchase Option Rider, Form 12-WLPO UL
Policy Split Option Rider, Form 12-PSO SUL

Dear Commissioner:

We are enclosing for your review and approval the following new forms: an individual universal life policy form, individual survivorship universal life policy form and three rider forms. Please see Appendix A for more information concerning these forms.

We plan on introducing these forms on March 5, 2012.

Policy form 12-UL SG AR is a non-participating, individual, flexible premium, universal life insurance policy. It will be available to the general life insurance market and sold by agents. The policy will be issued on a sex-distinct basis. The minimum face amount of the policy is \$100,000, except that the Preferred Plus NT class has a \$250,000 minimum.

Policy form 12-SUL SG AR is a non-participating, individual, flexible premium, survivorship universal life insurance policy covering 2 insureds. The death benefit of the policy is not paid until the death of the second insured. The policy is available to the general life insurance market and sold by agents, and is used primarily in estate planning situations. The policy will be issued on a sex-distinct basis. The policy is "Frasierized". Joint life expectancies are used throughout the life of the policy and the cost of insurance rates and other charges do not change upon the first death. The minimum face amount for all risk classes of the policy is \$250,000.

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

One of the unique features of these policies is that they include a Lapse Protection Account, which guarantees that the policy will not lapse as long as the Lapse Protection Account is greater than zero. The Lapse Protection Account is only a reference value that is used to determine if the policy can remain in force when it otherwise would have lapsed. The Lapse Protection Account is not considered in calculating the policy's loan value, cash surrender value, or amount available for partial withdrawal. The Lapse Protection Account is calculated essentially the same way as the Policy Account Value, except that the Lapse Protection Account has charges that may differ from the Policy Account Value and have a different interest rate that is credited to the unloaned portion of each account.

Death Benefit/Face Amount

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

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

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

If the policy is still in force at age 121 (of the younger insured for the survivorship policy), the owner can either continue the policy or receive a payment of the Policy Account Value less any Policy Debt at that time.

Premiums

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

A planned premium is chosen in the application and is billed, but the owner can decrease or choose not to pay the planned premium.

Basis of Values

This policy uses the 2001 CSO Mortality Tables. The minimum guaranteed interest rate for the Policy Account Value is 3%. There is a separate interest rate that applied to the Lapse Protection Account. The interest rate on the Lapse Protection Account is stated in the policy and is guaranteed not to change.

Monthly Charges

On each Monthly Processing Date, certain Monthly Deductions are subtracted from the Policy Account Value and Lapse Protection Account of the policy. These Deductions consist of: (1) Administrative Charges (both a flat monthly fee and a charge per \$1,000 of face amount); (2) Cost of Insurance charges for the basic policy; and (3) any monthly charges for any supplementary benefit riders that the owner has elected to include in his/her policy. The policy form describes these charges and displays the amount of these charges. All of the charges for this policy are guaranteed not to change.

Surrender/Withdrawal

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Project Name/Number: UL SG 2012/12-UL SG

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

Policy Loans

The owner may take policy loans up to the maximum loan amount described in the policy. The loan interest rate for the policy is 4.5% payable in arrears. When a loan is taken, an amount equal to the loan plus accrued and unpaid interest is held in a Loan Accounts for the Policy Account Value and the Lapse Protection Account. The Loan Account is part of the Policy Account Value and the Lapse Protection Loan Account is part of the Lapse Protection Account, but it cannot be surrendered, withdrawn against or used to pay Monthly Charges due under the policy. The funds remain in the both Loan Accounts until the loan is repaid. Interest is credited on amounts held in the Loan Accounts at a 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.

Riders to be used with 12-UL SG AR

Whole Life Purchase Option Rider

Form 12-WLPO UL gives the policyholder the right to purchase new whole life policies on a series of stated option dates, or certain major life events, without evidence of insurability. The issue ages are 20-50. The minimum Option amount is \$25,000 and the maximum is \$250,000. The Option amount cannot be greater than the policy's Base policy. The new Whole Life policy will have the same risk class as the original UL policy.

Disability Benefit Rider

Rider form 12-DBR UL, entitled "Disability Benefit Rider", is a benefit whereby the Company will pay premiums into the policy while the insured is totally disabled. This rider can help the policy values continue to grow, even if the insured is unable to make premium payments due to a disability. This rider does not waive monthly charges, but can help the policy avoid lapse due to the ongoing payment of premiums.

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

Riders to be used with 12-SUL SG AR

Policy Exchange Option Rider

Rider form 12-PSO UL allows the survivorship policy to be split into 2 single life policies, one on the life of each insured, without evidence of insurability, upon the occurrence of one of 2 specific triggering events. These triggering events are: (a) the date a final divorce decree for the insureds has been in effect for 6 months, and (b) the date that a full repeal of

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the Federal Estate Tax has been in effect for 3 full years. The idea behind the rider is to give the owner an opportunity to obtain single life policies in place of a policy that was most likely purchased for estate planning reasons in situations where the need for estate planning may have undergone significant change. Unlike the other riders described in this letter, there is NO monthly charge for this rider.

Any new policy will be issued as of the date of the exchange and the new policies will be single life annual premium whole life policies. The exchange will be non-underwritten as long as the survivorship policy is split evenly into 2 new policies. If an uneven exchange is desired, we will underwrite whichever new policy is being issued with more than 50% of the original policy's face amount. The issue ages for the rider are 20-90.

See Appendix A for previously approved riders that will also be used with the above policies.

These new policy and rider forms will be marketed with an illustration and if required, we are enclosing the appropriate certification from our illustration actuary. We are also enclosing any applicable certifications, transmittals and filing fees that are required for this filing. Nonforfeiture and reserve memos for the policies are also enclosed, as well as Statements of Variability, which describes those elements of the Policy Data page that are variable in nature for each policy.

Application form L-AP-2011 AR will be used to apply for these policies. This application form was previously approved by your Department on 6/7/2011, under Dept Number 48906. For policy form 12-SUL SG AR, we will require a separate application to be completed for each of the 2 covered insureds.

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

Sincerely,

Pete Diggins
Director
Individual Life Product Filing and Compliance

Company and Contact

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 Product Name: UL SG 2012
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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: \$250.00
 Retaliatory? Yes
 Fee Explanation: \$50 per form.

 \$50 x 5 forms = \$250
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Life Insurance Company of America	\$250.00	12/28/2011	54875363

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 Project Name/Number: UL SG 2012/12-UL SG

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/11/2012	01/11/2012

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	01/05/2012	01/05/2012	Lisa Capella	01/10/2012	01/10/2012

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Disposition

Disposition Date: 01/11/2012

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 Memorandums		No
Supporting Document	Appendix A		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Actuarial Certifications		No
Supporting Document	Consent to submit rates		Yes
Form	Universal Life insurance Policy		Yes
Form	Survivorship Universal Life insurance Policy		Yes
Form	Disability Benefit Rider		Yes
Form	Whole Life Purchase Option Rider		Yes
Form	Policy Exchange Option Rider		Yes

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Product Name: UL SG 2012
Project Name/Number: UL SG 2012/12-UL SG

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 01/05/2012
Submitted Date 01/05/2012
Respond By Date 02/06/2012

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 accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Product Name: UL SG 2012
Project Name/Number: UL SG 2012/12-UL SG

Response Letter

Response Letter Status Submitted to State
Response Letter Date 01/10/2012
Submitted Date 01/10/2012

Dear Linda Bird,

Comments:

This is in response to your objection letter of 1/5/12.

Response 1

Comments: Attached, please find a certification that addresses your rates and cost bases question.

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 accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

Changed Items:

Supporting Document Schedule Item Changes

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,

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Carline Hamilton, John Monahan, Kathleen Tobin, Lisa Capella, Louis A Conte, Margaret Lewis-Forbes, Monica Wilson,
Peter Diggins

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Form Schedule

Lead Form Number: 12-UL SG AR

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	12-UL SG AR	Policy/Cont	Universal Life Insurance Policy Certificate	Initial		48.600	12-UL SG AR.pdf
	12-SUL SG AR	Policy/Cont	Survivorship Universal Life Insurance Policy Certificate	Initial		47.700	12-SUL SG AR.pdf
	12-DBR UL SG	Policy/Cont	Disability Benefit Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		45.000	12-DBR UL SG.pdf
	12-WLPO UL SG	Policy/Cont	Whole Life Purchase Option Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		56.500	12-WLPO UL SG.pdf
	12-PSO SUL SG	Policy/Cont	Policy Exchange Option Rider	Initial		48.000	12-PSO SUL SG.pdf

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Project Name/Number: UL SG 2012/12-UL SG
Certificate:
Amendmen
t, Insert
Page,
Endorseme
nt or Rider



The Guardian Life Insurance Company of America
A Mutual Company Established 1860
Customer Service Office
[3900 Burgess Place, Bethlehem, PA 18017
1-800-441-6455]

INSURED [JOHN DOE]	[35]-[MALE]	AGE AND SEX
	[0000000]	POLICY NUMBER
ISSUE DATE [JAN 06, 2011]	[JAN 06, 2011]	POLICY DATE
FACE AMOUNT [\$100,000]	[PREFERRED NT]	UNDERWRITING CLASS

PLAN OF INSURANCE UNIVERSAL LIFE INSURANCE

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 applications. This policy is issued and administered by Guardian at its Customer Service Office. Guardian's home office is [7 Hanover Square, New York, NY 10004]. **Guardian receives all communications at its Customer Service Office.**

 President	 Secretary
--	--

We 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 the Customer Service Office or to the agent from whom it was purchased within [10] days after receiving it. The policy and a written cancellation notice must be delivered or mailed to cancel this policy. Any notice given by mail is effective on being postmarked, properly addressed, and postage prepaid. If the policy is canceled during this period, 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
- Death proceeds payable upon insured's death if policy is in force
- Policy 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 decrease the Face Amount in accordance with the Decreasing the Face Amount provision. The Initial Face Amount is shown on the Policy Data page.

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

This policy is guaranteed to stay in force as long as the Policy Account Value less Policy Debt is at least equal to zero. This policy is also guaranteed to remain in force if the Lapse Protection Account less Policy Debt is at least equal to zero. When the conditions for the continuation of the policy are not met, we allow a 61 day grace period in which to pay a premium to rectify this situation (see the Grace Period provision). If the minimum premium is not paid by the end of the grace period, this policy will lapse without value.

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

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

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

POLICY DATA

INSURED [JOHN DOE] [35]- [MALE] **AGE AND SEX**
FACE AMOUNT INITIAL FACE AMOUNT [\$ 100,000] [0000000] **POLICY NUMBER**
ISSUE DATE [JAN 06, 2011] [JAN 06, 2011] **POLICY DATE**
PLAN OF INSURANCE UNIVERSAL LIFE INSURANCE [PREFERRED NT] **UNDERWRITING CLASS**
[JAN 06, 2097] **MATURITY DATE ***

OWNER [JOHN DOE]

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

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

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

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

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

POLICY DATA

BENEFITS AND PREMIUMS (cont'd)

	<u>RIDER/BENEFIT EXPIRY DATE</u>
ACCIDENTAL DEATH BENEFIT RIDER FACE AMOUNT: [\$100,000.00]	[01/06/2051]
WHOLE LIFE PURCHASE OPTION RIDER OPTION AMOUNT: [\$100,000.00]	[01/06/2027]
DISABILITY BENEFIT RIDER SPECIFIED AMOUNT: [\$83.33]	[01/06/2041]
ACCELERATED DEATH BENEFIT RIDER	
EXCHANGE OF POLICY OPTION	[01/06/2066]

POLICY LOANS

Loan interest is payable in arrears. Policy Loans bear interest at a yearly rate of 4.5%. Amounts held in the Loan Account and the Lapse Protection Loan Account are credited interest at a yearly rate of 3.5%.

See Policy Loans section for details on loan value.

INTEREST CREDITING RATES

As described in the Policy Account Value and Lapse Protection Account section of this policy, interest is credited to these amounts periodically. The interest rate applicable to the Policy Account Value will never be less than the minimum guaranteed annual interest rate of 3% (0.0008099 daily). The annual interest rate applicable to the Lapse Protection Account is [5.5]% ([0.00014670] daily).

PREMIUM CHARGE

We will deduct a charge from each premium payment made under this policy. The Policy Account Value Premium Charge is [5]% of the premium paid. The Lapse Protection Account Premium Charge is [15]% of the premium paid for the first [3] Policy Years and [5%] thereafter.

TARGET PREMIUM

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

POLICY DATA

MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT VALUE AND LAPSE PROTECTION ACCOUNT

1. COST OF INSURANCE (COI) CHARGES

The cost of insurance charge is deducted on each Monthly Processing Date. 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 the Policy Data pages. See the Monthly Cost of Insurance provision for further information.

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

2. ADMINISTRATIVE CHARGES

Administrative Charges are deducted from the Policy Account Value and Lapse Protection Account on each Monthly Processing Date as shown below.

- a policy fee of [\$7.50], and
- For the Policy Account Value, an administrative charge not to exceed \$[0.042] multiplied by the Initial Face Amount divided by \$1,000. For the Lapse Protection Account, an administrative charge of [\$4.20] for the first [20] policy years.

3. RIDER CHARGES

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

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

POLICY DATA

TRANSACTION DEDUCTIONS FROM THE POLICY ACCOUNT VALUE

PARTIAL WITHDRAWAL OF NET CASH SURRENDER VALUE

The minimum partial withdrawal is \$500. 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 policy. These charges apply if the policy is fully surrendered for its Net Cash Surrender Value during the first 20 policy years. For more information on surrender charges, see the Partial Withdrawals and Surrender section of this policy.

<u>POLICY YEAR</u>	<u>SURRENDER CHARGE</u>
1	\$(2,117.00
2	2,006.00
3	1,894.00
4	1,783.00
5	1,671.00
6	1,560.00
7	1,449.00
8	1,337.00
9	1,226.00
10	1,114.00
11	1,003.00
12	891.00
13	780.00
14	668.00
15	557.00
16	445.00
17	334.00
18	222.00
19	111.00
20 and thereafter	0]

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

Monthly cost of insurance charges are based on current cost of insurance rates. The current cost of insurance rate applicable to the Net Amount at Risk 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>MONTHLY COST OF INSURANCE RATE</u>	<u>INSURED'S ATTAINED AGE</u>	<u>MONTHLY COST OF INSURANCE RATE</u>
[35	[0.06977	[78	[4.67661
36	0.09589	79	5.24717
37	0.10007	80	5.87410
38	0.10758	81	6.59415
39	0.11425	82	7.35120
40	0.12176	83	8.17591
41	0.13178	84	9.09944
42	0.14430	85	10.14422
43	0.15850	86	11.31891
44	0.17520	87	12.62238
45	0.19441	88	14.04388
46	0.21279	89	15.57220
47	0.23285	90	17.19964
48	0.24455	91	18.76184
49	0.25793	92	20.42406
50	0.27717	93	22.21645
51	0.29975	94	24.15514
52	0.33071	95	26.24420
53	0.36419	96	28.20561
54	0.40691	97	30.35199
55	0.45970	98	32.70866
56	0.51338	99	35.30337
57	0.57128	100	38.17512
58	0.62083	101	40.53000
59	0.67798	102	43.11768
60	0.74695	103	45.96629
61	0.83114	104	49.11195
62	0.93398	105	52.54884
63	1.04963	106	56.37067
64	1.17137	107	60.64050
65	1.30009	108	65.43820
66	1.43072	109	70.86240
67	1.56327	110	77.04001
68	1.70627	111	83.33333
69	1.85467	112	83.33333
70	2.03500	113	83.33333
71	2.23720	114	83.33333
72	2.50360	115	83.33333
73	2.78562	116	83.33333
74	3.08342	117	83.33333
75	3.41024	118	83.33333
76	3.76820	119	83.33333
77]	4.18587]	120]	83.33333]

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

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

<u>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	[0.06977	[0.06977	[78	[3.56515	[6.07959
36	0.07362	0.12466	79	3.99658	6.82132
37	0.07682	0.13009	80	4.46975	7.63633
38	0.08258	0.13985	81	5.01203	8.57240
39	0.08771	0.14853	82	5.58084	9.55656
40	0.09347	0.15829	83	6.19892	10.62868
41	0.10116	0.17131	84	6.88911	11.82927
42	0.11077	0.18759	85	7.66742	13.18749
43	0.12166	0.20605	86	8.53934	14.71458
44	0.13448	0.22776	87	9.50288	16.40909
45	0.14923	0.25273	88	10.54891	18.25704
46	0.16333	0.27663	89	11.66795	20.24386
47	0.17872	0.30271	90	12.85315	22.35953
48	0.18770	0.31792	91	13.98459	24.39039
49	0.19796	0.33531	92	15.18170	26.55128
50	0.21272	0.36032	93	16.46467	28.88139
51	0.23004	0.38968	94	17.84308	31.40168
52	0.25379	0.42992	95	19.31755	34.11746
53	0.27947	0.47345	96	20.69158	36.66729
54	0.31223	0.52898	97	22.18365	39.45759
55	0.35272	0.59761	98	23.80789	42.52126
56	0.39386	0.66739	99	25.57909	45.89438
57	0.43825	0.74266	100	27.51837	49.62766
58	0.47623	0.80708	101	29.09197	52.68900
59	0.52002	0.88137	102	30.80373	56.05298
60	0.57286	0.97104	103	32.66687	59.75618
61	0.63735	1.08048	104	34.69828	63.84554
62	0.71610	1.21417	105	36.88632	68.31349
63	0.80462	1.36452	106	39.28059	73.28187
64	0.89779	1.52278	107	41.90684	78.83265
65	0.99624	1.69012	108	44.79606	83.33333
66	1.09613	1.85994	109	47.98343	83.33333
67	1.19744	2.03225	110	51.51073	83.33333
68	1.30669	2.21815	111	55.43337	83.33333
69	1.42001	2.41107	112	59.81485	83.33333
70	1.55766	2.64550	113	64.74118	83.33333
71	1.71190	2.90836	114	70.31188	83.33333
72	1.91497	3.25468	115	76.66725	83.33333
73	2.12977	3.62131	116	83.33333	83.33333
74	2.35637	4.00845	117	83.33333	83.33333
75	2.60483	4.43331	118	83.33333	83.33333
76	2.87666	4.89866	119	83.33333	83.33333
77]	3.19346]	5.44163]	120]	83.33333]	83.33333]

**TABLE OF LAPSE PROTECTION ACCOUNT
BENCHMARK VALUES**

As described in the Monthly Cost of Insurance Rates provision, on each Monthly Processing Date we test the policy's Lapse Protection Account to determine which of 2 sets of cost of insurance rates to assess against such account. We compare the Lapse Protection Account to the Lapse Protection Account Benchmark Values for the corresponding policy year. The Benchmark Values for each policy year are shown below.

<u>INSURED'S ATTAINED AGE</u>	<u>LAPSE PROTECTION ACCOUNT BENCHMARK VALUES</u>	<u>INSURED'S ATTAINED AGE</u>	<u>LAPSE PROTECTION ACCOUNT BENCHMARK VALUES</u>
[35	[0	[78	[44770
36	0	79	46298
37	264	80	47802
38	761	81	49281
39	1349	82	50721
40	1964	83	52130
41	2607	84	53507
42	3278	85	54846
43	3977	86	56136
44	4703	87	57370
45	5441	88	58539
46	6136	89	59638
47	6858	90	60667
48	7608	91	61623
49	8392	92	62533
50	9213	93	63399
51	10067	94	64218
52	10957	95	64987
53	11877	96	65701
54	12830	97	66388
55	13812	98	67046
56	14861	99	67669
57	15939	100	0
58	17047	101	0
59	18193	102	0
60	19375	103	0
61	20592	104	0
62	21837	105	0
63	23105	106	0
64	24393	107	0
65	25702	108	0
66	27032	109	0
67	28388	110	0
68	29773	111	0
69	31189	112	0
70	32639	113	0
71	34115	114	0
72	35615	115	0
73	37121	116	0
74	38634	117	0
75	40157	118	0
76	41690	119	0
77]	43230]	120]	0]

TABLE OF DEATH BENEFIT FACTORS

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

INSUREDS ATTAINED <u>AGE</u>	<u>FACTOR</u>	INSUREDS ATTAINED <u>AGE</u>	<u>FACTOR</u>
[35	[4.89490	[79	[1.34565
36	4.72166	80	1.32126
37	4.55912	81	1.29840
38	4.40212	82	1.27710
39	4.25102	83	1.25713
40	4.10537	84	1.23837
41	3.96501	85	1.22079
42	3.83002	86	1.20441
43	3.70038	87	1.18923
44	3.57596	88	1.17523
45	3.45665	89	1.16231
46	3.34236	90	1.15037
47	3.23263	91	1.13927
48	3.12728	92	1.12851
49	3.02538	93	1.11785
50	2.92686	94	1.10698
51	2.83193	95	1.09549
52	2.74056	96	1.08268
53	2.65295	97	1.06714
54	2.56893	98	1.04711
55	2.48863	99	1.01974
56	2.41213	100	1.00000
57	2.33909	101	1.00000
58	2.26931	102	1.00000
59	2.2022	103	1.00000
60	2.13775	104	1.00000
61	2.07601	105	1.00000
62	2.01710	106	1.00000
63	1.96113	107	1.00000
64	1.90801	108	1.00000
65	1.85752	109	1.00000
66	1.80943	110	1.00000
67	1.76347	111	1.00000
68	1.71937	112	1.00000
69	1.67703	113	1.00000
70	1.63624	114	1.00000
71	1.59715	115	1.00000
72	1.55973	116	1.00000
73	1.52432	117	1.00000
74	1.49073	118	1.00000
75	1.45876	119	1.00000
76	1.42829	120]	1.00000]
77	1.39924		
78]	1.37166]		

WE & YOU

In this policy, the words “we”, “our” or “us” refer to The Guardian 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.

Attained Age	The insured's Issue Age as shown on page 3, plus the number of policy years completed since the Policy Date.
Basic Policy	This policy, including any attached endorsements and applications, but excluding any additional benefit riders.
Cash Surrender Value	The Policy Account Value less any surrender charge for the policy year, but not less than zero.
Face Amount	The Initial Face Amount minus any face amount decreases that you requested and we agreed to or that resulted from taking a partial withdrawal, since the Issue Date.
Good Order	Notice from the party authorized to initiate a policy transaction under this policy in a format satisfactory to 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. This amount is shown on the Policy Data page.
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 the Policy Data page.
Issue Date	The date this policy is issued at the Customer Service Office. The Issue Date is shown on the Policy Data page.
Lapse Protection Account	Subject to the terms and conditions of this policy, if the Lapse Protection Account less Policy Debt is greater than zero, the policy is guaranteed to remain in force even if the Policy Account Value is less than zero. The Lapse Protection Account is increased by net premiums you pay and interest we credit to this Account, and is decreased by charges or any partial withdrawals we assess monthly against the Account. It is a reference value only and is used solely to help the policy remain in force when it might otherwise be in danger of lapsing. This Account is not available to the owner for surrender, withdrawal or loan, nor is it used in the determination of a minimum death benefit under the Internal Revenue Code.
Lapse Protection Account Benchmark Value	The amount against which the Lapse Protection Account is compared to determine whether high or low Lapse Protection Account Cost of Insurance charges will be assessed against the Lapse Protection Account.
Lapse Protection Loan Account	An account to which values from the Unloaned Lapse Protection Account are transferred when a policy loan is taken. The Lapse Protection Loan Account is equal to the Loan Amount plus interest credited to the Lapse Protection Loan Account since the last Policy Anniversary.
Loan Account	An account to which values from the Unloaned Policy Account Value are transferred when a policy loan is taken. The Loan Account is equal to the Loan Amount plus interest credited to the Loan Account since the last Policy Anniversary.
Loan Amount	The Loan Amount is the sum of any amounts borrowed plus any capitalized loan interest less any loan repayment.

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

2. DEATH PROCEEDS

Death Proceeds

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

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

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

- any Policy Debt; and
- the lesser of any due and uncollected Monthly Deductions applicable to the Policy Account Value or the Lapse Protection Account.

Death proceeds will earn interest from the date of death to the date proceeds are paid at a rate not less than the rate shown in Option 1 of the Payment Options provision. Additional interest at a rate of 10% annually will be paid to the date the claim is paid, beginning on the date that is 31 calendar days from the latest of the following:

- The date that we receive due proof of death;
- The date we receive sufficient information to determine our liability, the extent of the liability, and the appropriate payee legally entitled to the proceeds; and
- The date that legal impediments to payment of proceeds that depend on the action of parties other than us are resolved and sufficient evidence of the same is provided to us. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; and (c) the submission of information required to satisfy a state and federal reporting requirements.

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

Section 7702 Minimum Death Benefit

The amount of death benefit will always equal or exceed the minimum death benefit required by the Cash Value Accumulation Test under Section 7702. The minimum death benefit required under Section 7702 will be calculated on each Monthly Processing Date and on the date of death. The minimum death benefit is equal to the Policy Account Value on the date the minimum death benefit is being calculated multiplied by the factor for the appropriate Attained Age shown in the Table of Death Benefit Factors on the Policy Data pages. If the minimum death benefit is being calculated on a Monthly Processing Date, the Policy Account Value used in the calculation will be prior to any reduction for Monthly Deductions.

Maturity Benefit

The Maturity Date is the Policy Anniversary on which the insured is Attained Age 121. If the insured is still alive and this policy is still in force, 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.

3. DECREASING THE FACE AMOUNT

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

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

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

We will send you new data pages which will reflect the new Face Amount once we have processed the request. Any reduction in Face Amount will not reduce the Initial Face Amount used in calculating the administrative charges under this policy.

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

Increases in Face Amount are not allowed.

4. OWNER AND BENEFICIARY

Owner

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

Successor Owner

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

Joint Owner

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

Beneficiary

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

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

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

Contingent Beneficiary

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

Concurrent Beneficiary

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

Change of Owner or Beneficiary

You may change the owner of this policy or a beneficiary by your signed written request in Good Order. Unless otherwise provided 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. An assignment is effective on the date the notice of assignment is signed, unless otherwise specified by the owner. The rights of any owner or beneficiary and the entire contract, as defined in The Contract provision of this policy, will be subject to the assignment.

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

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

5. 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/Lapse Protection Account:** Applied to increase the Unloaned Policy Account Value and Unloaned Lapse Protection Account.

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

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. This policy is in force when the first premium is paid, but not before the Issue Date. After the first premium, all other premiums are payable only at the Customer Service Office. Upon request, we will give you a receipt signed by one of our officers. Premiums may be paid at any time while this policy is in force, subject to our premium limitations.

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

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

All premium payments made under this policy are subject to a premium charge before they are applied to the policy. Premium charge percentages are shown on the Policy Data page and differ between the Policy Account Value and the Lapse Protection Account. To determine the Premium Charge, the applicable premium charge percentage is applied to the premium payment.

Premium Limitations

We will accept any payment that would not result in an increase in the death proceeds as a result of Section 7702. We will refund to you any portion of a premium payment that violates this rule unless that premium is needed to continue coverage under this policy. However, such premium may be accepted if satisfactory evidence of insurability of the insured is provided to us.

Crediting Payments

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

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

For the Lapse Protection Account, the net premium after deducting the Lapse Protection Account Premium Charge is credited as of the Monthly Processing Date that is on or immediately preceding the date we received the payment at our Customer Service Office. However, for any premium received at our Customer Service Office during the first Policy Year, we will credit that payment to the Lapse Protection Account as of the Policy Date. Such amount will first be used to pay any due and uncollected Lapse Protection Account Monthly Deductions. The balance of the net premium, if any, is added to the Lapse Protection Account.

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

Continuation of Insurance

On each Monthly Processing Date, Monthly Deductions are subtracted from the policy. Policy Account Value Monthly Deductions are subtracted from the Policy Account Value and Lapse Protection Account Monthly Deductions are subtracted from the Lapse Protection Account. This policy is guaranteed to remain in force if either the Policy Account Value less Policy Debt or the Lapse Protection Account less Policy Debt is zero or greater after the subtraction of Monthly Deductions. This policy may lapse if both the Policy Account Value less Policy Debt and the Lapse Protection Account less Policy Debt are not enough to cover the applicable Monthly Deductions. See the Grace Period provision for more details.

Grace Period

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

- the Unloaned Policy Account Value is not enough to cover the Policy Account Value Monthly Deduction Charges due on that date; and
- the Unloaned Lapse Protection Account is not enough to cover the Lapse Protection Account Monthly Deduction Charges due on that date.

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

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

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

- An amount that makes the Policy Account Value less Policy Debt greater than zero after paying all due and uncollected Policy Account Value Monthly Deductions; or
- An amount that makes the Lapse Protection Account less Policy Debt greater than zero after paying all due and uncollected Lapse Protection Account Monthly Deductions.

Reinstatement

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

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

For all reinstatements, we require:

- A signed written application in Good Order to be sent to our Customer Service Office;
- Evidence of insurability for the insured satisfactory to us;
- That the insured must be living on the date the reinstatement takes effect;
- Payment or reinstatement of any outstanding Policy Debt as of the date of lapse with interest at the policy loan interest rate from the date of lapse to the date of reinstatement (see the "Policy Loans" provision).;
- If outstanding Policy Debt is reinstated, 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 Account and Lapse Protection Loan Account at the applicable interest rate;
- A premium payment of an amount equal (after deduction of the applicable Premium Charge) to the lesser of the amount by which the Policy Account Value was less than the Policy Account Value Monthly Deductions at the time of lapse, or the amount by which the Lapse Protection Account was less than the Lapse Protection Account Monthly Deductions as of the date of lapse. In addition, a payment equal to the interest on this amount at an annual rate of 6% from the date of lapse to the reinstatement date; and
- A premium payment of an amount equal (after deduction of the applicable Premium Charge) to 3 times the Policy Account Value Monthly Deduction that was due on the Monthly Processing Date that was on or immediately preceded the date of lapse.

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

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

7. POLICY ACCOUNT VALUE AND LAPSE PROTECTION ACCOUNT

When this policy is issued, both a Policy Account Value and a Lapse Protection Account are created. The Policy Account Value forms the basis of any amount that may be available to you through a surrender, partial withdrawal or policy loan. The Lapse Protection Account is a reference value only and does not represent an amount available to you through surrender, partial withdrawal or policy loan nor is it used in the determination of the minimum death benefit under the Internal Revenue Code. Instead, the Lapse Protection Account exists solely for the purpose of helping this policy remain in force when it might otherwise be in danger of lapsing. Please see the Grace Period provision for further information.

Policy Account Value

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

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

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

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

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

Lapse Protection Account

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

- The Lapse Protection Account on the prior Monthly Processing Date; less
- Any partial withdrawals made since that date; plus
- All premiums received since the prior Monthly Processing Date less the Lapse Protection Account premium charges. All premiums received on a date other than a Monthly Processing Date are credited to the Lapse Protection Account either as of the prior Monthly Processing Date or, in the case of premiums received during the first Policy Year, as of the Policy Date; plus
- Any interest credited to the Lapse Protection Account; plus
- Any dividend not paid in cash (if the date is a Policy Anniversary); less
- The Lapse Protection Account Monthly Deductions due on that date.

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

- The Lapse Protection Account on the prior Monthly Processing Date, less
- Any partial withdrawals made since that date, plus
- All premiums received since the prior Monthly Processing Date less the Lapse Protection Account Premium Charges. All premiums received on a date other than a Monthly Processing Date are credited to the Lapse Protection Account either as of the prior Monthly Processing Date or, in the case of premiums received during the first Policy Year, as of the Policy Date; plus
- Any interest credited to the Lapse Protection Account.

The total Lapse Protection Account consists of the Unloaned Lapse Protection Account and the Lapse Protection Loan Account which is created when a policy loan is taken.

Interest Credited

We will credit interest to the Policy Account Value and the Lapse Protection Account. Interest on the Unloaned Policy Account Value will accrue daily at the minimum guaranteed interest rate shown on the Policy Data pages and will be credited whenever a financial transaction takes place. We may declare interest rates greater than the minimum guaranteed interest rate at our discretion. 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. The interest credited to the Unloaned Lapse Protection Account is based on the annual rate shown on the Policy Data page.

See the Policy Loans section for information on the interest credited to the loaned portion of the Policy Account Value and Lapse Protection Account.

Monthly Deductions

On each Monthly Processing Date, we will deduct Monthly Deductions applicable to the Policy Account Value from the Unloaned Policy Account Value and Monthly Deductions applicable to the Lapse Protection Account from the Unloaned Lapse Protection Account. These deductions may be different for the Policy Account Value and the Lapse Protection Account. The Monthly Deductions for a policy month are the sum of:

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

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

For the Lapse Protection Account only, if a premium is paid on a date other than a Monthly Processing Date, the net premium is credited as of the prior Monthly Processing Date. In addition, any premiums received at our Customer Service Office during the first Policy Year get credited to the Lapse Protection Account as of the Policy Date. When either of the above occurs, we will recalculate the Lapse Protection Account and the Lapse Protection Account Monthly Deductions.

While this policy remains in effect, any due and uncollected Monthly Deductions for either the Policy Account Value or the Lapse Protection Account will remain due and will be deducted from the applicable account once there is sufficient value within such account to do so.

Administrative Charges

The Administrative Charges assessed on the Monthly Processing Date are shown on the Policy Data pages. The administrative charges are not affected by subsequent decreases in the Face Amount.

Monthly Rider Charges

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

Monthly Cost of Insurance

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

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

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

Monthly Cost of Insurance Rates

For the Policy Account Value, the monthly cost of insurance rate used in the calculation of the monthly cost of insurance charge is based on:

- the insured's age on the Policy Date, sex, and underwriting class; and
- the current total Face Amount of the policy.

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 the Policy Data page. Any such change will be made on a uniform basis to all policies that are issued on this form for insureds that have the same underwriting class, Age on the Policy Date and total Face Amount.

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.

For the Lapse Protection Account, there are 2 separate sets of monthly cost of insurance rates (referred to in this policy as High COI rates and Low COI rates). These Cost of Insurance Rates are shown on the Policy Data page. Low COI rates result in a lower monthly cost of insurance charges compared to High COI rates. We test the policy on each Monthly Processing Date to determine whether High COIs or Low COIs will be used to calculate the Cost of Insurance for that Monthly Processing Date.

On each Monthly Processing Date beginning with the first Anniversary, we compare the actual Lapse Protection Account for your policy (before any premiums are applied and before we deduct monthly charges) to the Lapse Protection Account Benchmark Value. The Lapse Protection Account Benchmark Value is shown on the Policy Data page. If the Lapse Protection Account at that time is greater than the Lapse Protection Account Benchmark Value, then we will calculate the monthly cost of insurance charge for the Lapse Protection Account for that month using the Low COI rates. .

If on a Monthly Processing Date, the Lapse Protection Account is less than or equal to the Lapse Protection Account Benchmark Value, then we will calculate the monthly cost of insurance charge for the Lapse Protection Account for that month using High COIs.

8. PARTIAL WITHDRAWALS AND SURRENDER

Partial Withdrawals

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

The conditions for taking a partial withdrawal are as follows:

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

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

(a) equals the Policy Account Value; and

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

We will send you revised Policy Data pages indicating the new Face Amount due to any partial withdrawal. Any face decrease will not reduce the Initial Face Amount used in determining the Administrative Charges described in the Administrative Charges provision.

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

Surrender

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

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

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

9. POLICY LOANS

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

Loan Value

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

- the Cash Surrender Value on that date; less
- the amount of any Policy Debt on that date; less
- the amount of any interest which will accrue on any existing Policy Debt and the new requested loan from the current date to the next Policy Anniversary; less
- the amount equal to 3 times the most recent Policy Account Value Monthly Deduction .

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

Policy Debt at Death

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

Loan Interest

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

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

Loan Account

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

Amounts in the Loan Account earn interest from the date of the transfer at an effective yearly rate as shown on the Policy Data page. Interest accrues daily and is credited to the Loan Account whenever a financial transaction takes place under the policy. The interest we credit to the loaned amount remains in the Loan Account until the next Policy Anniversary.

On the Anniversary, interest due on the loan becomes payable. If you do not pay this interest, the Loan Account will be adjusted so that the Loan Account equals the Policy Debt. To do this, we will first use any interest that has accrued on the outstanding loan that was not yet credited to the Loan Account. If this interest is not sufficient, we will transfer an amount from the Unloaned Policy Account Value needed to increase the Loan Account to equal the Policy Debt. If there is not enough Unloaned Policy Account Value to cover the full transfer, then we will transfer what is available and the excess will be considered due and uncollected Policy Account Value loan interest.

Lapse Protection Loan Account

Similar to the Loan Account, when a policy loan is taken an amount equal to the amount of the loan is transferred from the Lapse Protection Account to a Lapse Protection Loan Account. Amounts in the Lapse Protection Loan Account earn interest in the same way and at the same interest rate as the Loan Account.

On the Anniversary, interest due on the loan becomes payable. If you do not pay this interest, the Lapse Protection Loan Account will be adjusted so that the Lapse Protection Loan Account equals the Policy Debt. To do this, we will first use any interest that has accrued on the outstanding loan that was not yet credited to the Lapse Protection Loan Account. If this interest is not sufficient, we will transfer an amount from the Unloaned Lapse Protection Account needed to increase the Lapse Protection Loan Account to equal the Policy Debt. If there is not enough Unloaned Lapse Protection Account to cover the full transfer, then we will transfer what is available and the excess will be considered due and uncollected Lapse Protection Account loan interest.

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 on the day we receive the payment at our Customer Service Office. The minimum loan repayment amount is shown on the Policy Data page.

In general, loan repayments are applied to the Policy Account Value and the Lapse Protection Account in the same manner. The payment first goes to pay any due and uncollected loan interest applicable to a specific account then to pay loan interest accrued but not yet capitalized, and then to loan principal outstanding. The specific procedure depends on:

- (a) the amount of the loan repayment; and
- (b) the sum of due and uncollected loan interest and 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 due and uncollected loan interest and 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 due and uncollected loan interest and 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 first reduce the due and uncollected loan interest, any loan repayment amount which remains 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.

Required Loan Repayment

If there is due and uncollected loan interest for both the Policy Account Value and Lapse Protection Account you must make a loan repayment to cover the smaller of these 2 amounts within 61 days or the policy will lapse. We will notify you at least 31 days before the policy lapses and advise you of this situation.

10. EXCHANGE OF POLICY

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

- We must receive your signed written request at our Customer Service office in Good Order. This policy must be surrendered to us;
- this policy must be in force with all due Monthly Deductions paid to the exchange date;
- the exchange cost, if any, must be paid to 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 we make available and will be comparable to the underwriting class of this policy. However, it will be subject to any Face Amount limitations then in effect;
- premiums for the new policy will be based on 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 and sex; the contestable and suicide periods for the new policy will be measured from the Issue Date of this policy; and
- the new policy will be subject to any existing assignment of this policy.

Riders

Additional benefit riders will be available on the new policy only if 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 paid into this policy with an annual interest rate of 6%; or
- (b) the cash value of the new policy, less this policy's Net Cash Surrender Value on the exchange date.

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

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

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

Exchange Date

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

10. PAYMENT OPTIONS

Payment of Proceeds

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

Election of Payment Options

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

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

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

Options Available

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

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

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

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

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

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

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

Payment Provisions

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

Termination

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

PAYMENT OPTION TABLES

OPTION 3 - PAYMENTS FOR A SPECIFIED PERIOD

GUARANTEED MONTHLY PAYMENT FOR EACH \$1000 OF PROCEEDS

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

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

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

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

PAYMENT OPTION TABLES

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

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

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

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

11. GENERAL PROVISIONS

The Contract

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

Only the President, a Vice President, or the Secretary of 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.

Age 121

If the insured is living on the Maturity Date, and either the Policy Account Value less any Policy Debt is greater than zero or the Lapse Protection Account less 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 partial withdrawals will be allowed but you can surrender the policy, subject to the terms of the "Partial Withdrawals and Surrender" provision.

After age 121, this policy may not qualify as life insurance. It may be subject to adverse tax consequences and a tax advisor should be consulted before choosing to continue the policy after age 121.

Basis of Values

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

Age and Sex

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

Incontestability

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

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

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

Suicide Exclusion

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

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

Deferment

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

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

Rating Class Change

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

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

If there is a rating class change, we will provide you with new Policy Data pages reflecting the new amounts.

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 to Guardian

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

Statement to the Owner

We will provide a written statement to you without charge once each year. We will send the statement soon after each Policy Anniversary.

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

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

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

Illustrative Statement to the Owner Upon Request

We will provide an illustrative statement of this policy's projected values to the owner upon 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
- Death proceeds payable upon insured's death if policy is in force
- Policy Maturity Date is Attained Age 121
- Participating – However, Dividends are not expected to be paid



The Guardian Life Insurance Company of America
A Mutual Company Established 1860
Customer Service Office
[3900 Burgess Place, Bethlehem, PA 18017
1-800-441-6455]

INSURED A [JOHN DOE]	[35]-[MALE]	AGE AND SEX
INSURED B [JANE DOE]	[35]-[FEMALE]	
	[0000000]	POLICY NUMBER
ISSUE DATE [JAN 06, 2011]	[JAN 06, 2011]	POLICY DATE
FACE AMOUNT [\$250,000]		UNDERWRITING CLASSES
PLAN OF INSURANCE SURVIVORSHIP UNIVERSAL LIFE INSURANCE	[PREFERRED PLUS NT]	INSURED A
	[PREFERRED PLUS NT]	INSURED B

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 applications. This policy is issued and administered by Guardian at its Customer Service Office. Guardian's home office is [7 Hanover Square, New York, NY 10004]. **Guardian receives all communications at its Customer Service Office.**

Deanna M. Mulligan

President

Mary L. Roth

Secretary

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

FREE LOOK PERIOD:

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

Survivorship Universal Life Insurance Policy

- Death Proceeds payable at the death of both insureds if policy is still in force
- No Death Benefit Payable Upon First Death
- Flexible premiums payable during either insured's lifetime ending at Attained Age 121 of Younger Insured
- Maturity Date is Attained Age 121 of the Younger Insured
- Participating-- However, No dividends are 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 both insureds die while this policy is in force. We will determine the actual death proceeds payable in accordance with the Death Proceeds provision. While this policy is in force, you may decrease the Face Amount in accordance with the Decreasing the Face Amount provision. The Initial Face Amount is shown on the Policy Data page.

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

This policy is guaranteed to stay in force as long as the Policy Account Value less Policy Debt is at least equal to zero. This policy is also guaranteed to remain in force if the Lapse Protection Account less Policy Debt is at least equal to zero. When the conditions for the continuation of the policy are not met, we allow a 61 day grace period in which to pay a premium to rectify this situation (see the Grace Period provision). If the minimum premium is not paid by the end of the grace period, this policy will lapse without value.

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

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

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

POLICY DATA

INSURED A	[JOHN DOE]	[35] [MALE]	AGE AND SEX
INSURED B	[JANE DOE]	[35] [FEMALE]	
FACE AMOUNT	[\$250,000]	[0000000]	POLICY NUMBER
ISSUE DATE	[JANUARY 6, 2011]	[JANUARY 6, 2011]	POLICY DATE
PLAN OF INSURANCE	SURVIVORSHIP UNIVERSAL LIFE		UNDERWRITING CLASS
		[PREFERRED PLUS NT]	INSURED A
		[PREFERRED PLUS NT]	INSURED B
		[JAN 06, 2097]	MATURITY DATE*

OWNER [JOHN DOE]

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

BASIC POLICY	AMOUNT
PLANNED [ANNUAL] PREMIUM	\$ [2,000]
MINIMUM PREMIUM TO ISSUE POLICY	\$ [199.32]
MINIMUM FACE AMOUNT:	
[\$250,000]	

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

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

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

POLICY DATA

BENEFIT INFORMATION

BENEFIT/AMOUNT

EXPIRY DATE

FOUR YEAR TERM INSURANCE RIDER
FACE AMOUNT: [\$500,000]

[01/06/2015]

POLICY EXCHANGE OPTION RIDER

POLICY LOANS

Loan interest is payable in arrears. Policy Loans bear interest at a yearly rate of 4.5%. Amounts held in the Loan Account and the Lapse Protection Loan Account are credited interest at a yearly rate of 3.5%.

See Policy Loans section for details on loan value.

INTEREST CREDITING RATES

As described in the Policy Account Value and Lapse Protection Account section of this policy, interest is credited to these amounts periodically. The interest rate applicable to the Policy Account Value will never be less than the minimum guaranteed annual interest rate of 3% (.00008909 daily). The annual interest rate applicable to the Lapse Protection Account is [5.0]% ([.00013368] daily).

PREMIUM CHARGE

We will deduct a charge from each premium payment made under this policy. The Policy Account Value Premium Charge is [5]% of the premium paid. The Lapse Protection Account Premium Charge is [15]% of the premium paid for the first [3] Policy Years and [11%] thereafter.

POLICY DATA

MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT VALUE AND LAPSE PROTECTION ACCOUNT

1. COST OF INSURANCE (COI) CHARGES

The cost of insurance charge is deducted on each Monthly Processing Date. We base the monthly cost of insurance charge on our current monthly 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 the Policy Data pages. See the Monthly Cost of Insurance provision for further information.

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

2. ADMINISTRATIVE CHARGES

Administrative Charges are deducted from the Policy Account Value and Lapse Protection Account on each Monthly Processing Date as shown below.

- a policy fee of [\$7.50], and
- For the Policy Account Value, an administrative charge not to exceed \$[0.0997] multiplied by the Initial Face Amount divided by \$1,000. For the Lapse Protection Account, an administrative charge of \$[9.97] for the first [5] policy years.

3. RIDER CHARGES

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

RIDER	DESCRIPTION OF CHARGE	POLICY YEARS PAYABLE
FOUR YEAR TERM INSURANCE RIDER	[\$0.04]	1 through 4

POLICY DATA

TRANSACTION DEDUCTIONS FROM THE POLICY ACCOUNT VALUE

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

<u>POLICY YEAR</u>	<u>SURRENDER CHARGE</u>
1	\$ [1,785.41
2	1,691.44
3	1,597.47
4	1,503.50
5	1,409.53
6	1,315.56
7	1,221.59
8	1,127.63
9	1,033.66
10	939.69
11	845.72
12	751.75
13	657.78
14	563.81
15	469.84
16	375.88
17	281.91
18	187.94
19	93.97
20 and thereafter	0]

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

Monthly cost of insurance charges are based on current cost of insurance rates. The current cost of insurance rate applicable to the Net Amount at Risk 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>POLICY YEAR</u>	<u>MONTHLY COST OF INSURANCE RATE</u>	<u>POLICY YEAR</u>	<u>MONTHLY COST OF INSURANCE RATE</u>
[1	[0.00008	[44	[1.99759
2	0.00026	45	2.33783
3	0.00048	46	2.72825
4	0.00073	47	3.21523
5	0.00102	48	3.76975
6	0.00136	49	4.37520
7	0.00177	50	5.06393
8	0.00228	51	5.85339
9	0.00291	52	6.67629
10	0.00369	53	7.72438
11	0.00467	54	8.86433
12	0.00584	55	10.10084
13	0.00730	56	11.33218
14	0.00888	57	12.22439
15	0.01077	58	13.42338
16	0.01316	59	14.98048
17	0.01607	60	16.88145
18	0.01980	61	19.21169
19	0.02430	62	21.49846
20	0.02992	63	23.94681
21	0.03695	64	24.75310
22	0.04547	65	26.35975
23	0.05561	66	28.73670
24	0.06702	67	31.23544
25	0.08041	68	34.13907
26	0.09647	69	37.45990
27	0.11609	70	41.31433
28	0.14025	71	45.73407
29	0.16889	72	50.57993
30	0.20234	73	55.90806
31	0.24143	74	61.68753
32	0.28636	75	68.19955
33	0.33768	76	75.46520
34	0.39743	77	83.12814
35	0.46574	78	83.30743
36	0.54748	79	83.33333
37	0.64438	80	83.33333
38	0.76481	81	83.33333
39	0.90311	82	83.33333
40	1.06159	83	83.33333
41	1.24527	84	83.33333
42	1.45678	85	83.33333
43]	1.70511]	86]	83.33333]

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

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

<u>POLICY YEAR</u>	<u>LOW MONTHLY COST OF INSURANCE RATE</u>	<u>HIGH MONTHLY COST OF INSURANCE RATE</u>	<u>POLICY YEAR</u>	<u>LOW MONTHLY COST OF INSURANCE RATE</u>	<u>HIGH MONTHLY COST OF INSURANCE RATE</u>
[1	[0.00005	[0.00005	[44	[1.25042	[2.59687
2	0.00015	0.00034	45	1.47364	3.03918
3	0.00027	0.00062	46	1.73224	3.54673
4	0.00041	0.00095	47	2.05638	4.17980
5	0.00057	0.00133	48	2.42914	4.90068
6	0.00077	0.00177	49	2.84135	5.68776
7	0.00100	0.00230	50	3.31482	6.58311
8	0.00129	0.00296	51	3.86243	7.60941
9	0.00164	0.00378	52	4.44319	8.67918
10	0.00209	0.00480	53	5.18107	10.04169
11	0.00264	0.00607	54	5.99312	11.52363
12	0.00330	0.00759	55	6.88342	13.13109
13	0.00413	0.00949	56	7.78742	14.73183
14	0.00503	0.01154	57	8.48682	15.89171
15	0.00611	0.01400	58	9.39782	17.45039
16	0.00747	0.01711	59	10.55382	19.47462
17	0.00913	0.02089	60	11.94399	21.94589
18	0.01127	0.02574	61	13.61834	24.97520
19	0.01385	0.03159	62	15.26099	27.94800
20	0.01707	0.03890	63	17.00757	31.13085
21	0.02111	0.04804	64	17.73382	32.17903
22	0.02602	0.05911	65	18.96307	34.26768
23	0.03189	0.07229	66	20.67005	37.35771
24	0.03851	0.08713	67	22.40608	40.60607
25	0.04630	0.10453	68	24.37257	44.38079
26	0.05568	0.12541	69	26.56950	48.69787
27	0.06717	0.15092	70	29.05674	53.70863
28	0.08138	0.18233	71	31.83674	59.45429
29	0.09829	0.21956	72	34.81661	65.75391
30	0.11813	0.26304	73	38.01249	72.68048
31	0.14143	0.31386	74	41.39090	80.19379
32	0.16837	0.37227	75	45.07981	83.33333
33	0.19932	0.43898	76	49.05715	83.33333
34	0.23554	0.51666	77	53.12836	83.33333
35	0.27722	0.60546	78	57.33803	83.33333
36	0.32735	0.71172	79	61.46581	83.33333
37	0.38713	0.83769	80	67.40082	83.33333
38	0.46180	0.99425	81	73.42820	83.33333
39	0.54823	1.17404	82	80.21407	83.33333
40	0.64806	1.38007	83	83.33333	83.33333
41	0.76467	1.61885	84	83.33333	83.33333
42	0.90006	1.89381	85	83.33333	83.33333
43]	1.06025]	2.21664]	86]	83.33333]	83.33333]

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

As described in the Monthly Cost of Insurance Rates provision, each month we test the policy's Lapse Protection Account to determine which of 2 sets of cost of insurance rates to assess against such account. We compare the Lapse Protection Account to the Lapse Protection Account Benchmark Values for the corresponding policy year. The Benchmarks Values for each policy year are shown below.

<u>POLICY YEAR</u>	<u>LAPSE PROTECTION ACCOUNT BENCHMARK VALUES</u>	<u>POLICY YEAR</u>	<u>LAPSE PROTECTION ACCOUNT BENCHMARK VALUES</u>
[1	\$[0	[44	[\$[98,520.28
2	\$681.52	45	\$102,739.06
3	\$1,396.87	46	\$106,972.85
4	\$2,147.69	47	\$111,206.27
5	\$2,975.91	48	\$115,395.97
6	\$3,845.14	49	\$119,522.58
7	\$4,855.66	50	\$123,580.89
8	\$5,916.15	51	\$127,549.96
9	\$7,028.99	52	\$131,403.29
10	\$8,196.67	53	\$135,154.83
11	\$9,421.70	54	\$138,723.87
12	\$10,706.72	55	\$142,100.14
13	\$12,054.51	56	\$145,273.10
14	\$13,467.83	57	\$148,277.74
15	\$14,949.83	58	\$151,290.93
16	\$16,503.58	59	\$154,239.79
17	\$18,132.08	60	\$157,042.28
18	\$19,838.46	61	\$159,628.29
19	\$21,625.64	62	\$161,900.93
20	\$23,496.81	63	\$163,904.64
21	\$25,454.90	64	\$165,609.95
22	\$27,502.70	65	\$167,476.12
23	\$29,643.09	66	0
24	\$31,878.97	67	0
25	\$34,213.96	68	0
26	\$36,651.06	69	0
27	\$39,192.73	70	0
28	\$41,840.73	71	0
29	\$44,595.97	72	0
30	\$47,459.76	73	0
31	\$50,433.41	74	0
32	\$53,517.74	75	0
33	\$56,713.74	76	0
34	\$60,022.38	77	0
35	\$63,443.12	78	0
36	\$66,975.89	79	0
37	\$70,616.66	80	0
38	\$74,360.60	81	0
39	\$78,196.21	82	0
40	\$82,118.28	83	0
41	\$86,120.97	84	0
42	\$90,195.67	85	0
43]	\$94,333.45]	86]	0]

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).

<u>POLICY YEAR</u>	<u>FACTOR</u>	<u>POLICY YEAR</u>	<u>FACTOR</u>
[1	[7.36656	[46	[1.45551
2	7.08327	47	1.41969
3	6.81096	48	1.38644
4	6.54922	49	1.35563
5	6.29762	50	1.32700
6	6.05579	51	1.30045
7	5.82334	52	1.27591
8	5.59993	53	1.25301
9	5.38521	54	1.23208
10	5.17886	55	1.21290
11	4.98057	56	1.19528
12	4.79006	57	1.17868
13	4.60702	58	1.16177
14	4.43119	59	1.14475
15	4.26228	60	1.12773
16	4.10003	61	1.11052
17	3.94422	62	1.09277
18	3.79462	63	1.07309
19	3.65103	64	1.04985
20	3.51325	65	1.01974
21	3.38109	66	1.00000
22	3.25439	67	1.00000
23	3.13297	68	1.00000
24	3.01665	69	1.00000
25	2.90520	70	1.00000
26	2.79845	71	1.00000
27	2.69627	72	1.00000
28	2.59852	73	1.00000
29	2.50511	74	1.00000
30	2.41590	75	1.00000
31	2.33074	76	1.00000
32	2.24948	77	1.00000
33	2.17198	78	1.00000
34	2.09807	79	1.00000
35	2.02762	80	1.00000
36	1.96049	81	1.00000
37	1.89662	82	1.00000
38	1.83592	83	1.00000
39	1.77843	84	1.00000
40	1.72400	85	1.00000
41	1.67249	86]	1.00000]
42	1.62380		
43	1.57782		
44	1.53448		
45]	1.49373]		

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, full names of both insureds, and your current address.

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APPLICATION - Attached to the Policy

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

1. DEFINITIONS

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

Attained Age	For each insured, the Attained Age is that insured's Issue Age as shown on page 3, plus the number of policy years completed since the Policy Date.
Basic Policy	This policy, including any attached endorsements and applications, but excluding any additional benefit riders.
Cash Surrender Value	The Policy Account Value less any surrender charge for the policy year, but not less than zero.
Face Amount	The Initial Face Amount minus any face amount decreases that you requested and we agreed to or that resulted from taking a partial withdrawal, since the Issue Date.
Good Order	Notice from the party authorized to initiate a policy transaction under this policy in a format satisfactory to 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. This amount is shown on the Policy Data page.
Internal Revenue Code	The Internal Revenue Code of 1986, as amended, and its related rules and regulations.
Issue Age	For each insured, the Issue Age is that insured's age on the birthday nearest the Policy Date. The Issue Age is shown on the Policy Data page.
Issue Date	The date this policy is issued at the Customer Service Office. The Issue Date is shown on the Policy Data page.
Lapse Protection Account	Subject to the terms and conditions of this policy, if the Lapse Protection Account less Policy Debt is greater than zero, the policy is guaranteed to remain in force even if the Policy Account Value is less than zero. The Lapse Protection Account is increased by net premiums you pay and interest we credit to this Account, and is decreased by charges or any partial withdrawals we assess monthly against the Account. It is a reference value only and is used solely to help the policy remain in force when it might otherwise be in danger of lapsing. This Account is not available to the owner for surrender, withdrawal or loan, nor is it used in the determination of a minimum death benefit under the Internal Revenue Code.
Lapse Protection Account Benchmark Value	The amount against which the Lapse Protection Account is compared to determine whether high or low Lapse Protection Account Cost of Insurance charges will be assessed against the Lapse Protection Account.
Lapse Protection Loan Account	An account to which values from the Unloaned Lapse Protection Account are transferred when a policy loan is taken. The Lapse Protection Loan Account is equal to the Loan Amount plus interest credited to the Lapse Protection Loan Account since the last Policy Anniversary.
Loan Account	An account to which values from the Unloaned Policy Account Value are transferred when a policy loan is taken. The Loan Account is equal to the Loan Amount plus interest credited to the Loan Account since the last Policy Anniversary.
Loan Amount	The Loan Amount is the sum of any amounts borrowed plus any capitalized loan interest less any loan repayment.
Monthly Deductions	The total of the charges due and payable on each Monthly Processing Date. There are separate Monthly Deductions that are assessed against the Policy Account Value and the Lapse Protection Account.
Monthly Processing Date	The day of each policy month on which the Monthly Deductions are deducted from the Policy Account Value and Lapse Protection Account and certain policy benefits and values are calculated. The Monthly Processing Date is the same date of each calendar month as the Policy Date, or the last day of a calendar month, if earlier.
Net Cash Surrender Value	The Cash Surrender Value less any Policy Debt, but not less than zero.

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

2. DEATH PROCEEDS

Death Proceeds

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

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

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

- any Policy Debt; and
- the lesser of any due and uncollected Monthly Deductions applicable to the Policy Account Value or the Lapse Protection Account.

Death proceeds will earn interest from the date of death of the Surviving Insured to the date proceeds are paid at a rate not less than the rate shown in Option 1 of the Payment Options provision. Additional interest at a rate of 10% annually will be paid to the date the claim is paid, beginning on the date that is 31 calendar days from the latest of the following:

- The date that we receive due proof of death;
- The date we receive sufficient information to determine our liability, the extent of the liability, and the appropriate payee legally entitled to the proceeds; and
- The date that legal impediments to payment of proceeds that depend on the action of parties other than us are resolved and sufficient evidence of the same is provided to us. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; and (c) the submission of information required to satisfy a state and federal reporting requirements.

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

Section 7702 Minimum Death Benefit

The amount of the death benefit will always equal or exceed the minimum death benefit required by the Cash Value Accumulation Test under Section 7702. The minimum death benefit required under Section 7702 will be calculated on each Monthly Processing Date and on the date of death of the Surviving Insured. The minimum death benefit is equal to the Policy Account Value on the date the minimum death benefit is being calculated multiplied by the factor for the appropriate Policy Year shown in the Table of Death Benefit Factors on the Policy Data pages. When the minimum death benefit is being calculated on a Monthly Processing Date, the Policy Account Value used in the calculation will be prior to any reduction for Monthly Deductions.

Maturity Benefit

The Maturity Date is the Policy Anniversary on which the Younger Insured is or would have been Attained Age 121. If at least one insured is living and the policy is still in force, 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 the Younger Insured's age 121 as provided in the Age 121 provision.

3. DECREASING THE FACE AMOUNT

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

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

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

We will send you new data pages which will reflect the new Face Amount once we have processed the request. Any reduction in Face Amount will not reduce the Initial Face Amount used in calculating the administrative charges under this policy.

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

Increases in Face Amount are not allowed.

4. OWNER AND BENEFICIARY

Owner

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

Successor Owner

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

Joint Owner

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

Beneficiary

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

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

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

Contingent Beneficiary

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

Concurrent Beneficiary

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

Change of Owner or Beneficiary

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

Assignment

We will not be bound by any assignment unless the original, or a copy, is filed at the Customer Service Office in Good Order. An assignment must be signed and dated by both the assignor and the assignee and, as applicable, by the beneficiary. An assignment is effective on the date the notice of assignment is signed, unless otherwise specified by the owner. The rights of any owner or beneficiary and the entire contract, as defined in "The Contract" provision of this policy, will be subject to the assignment. We will rely solely on the assignee's statement as to the amount of the assignee's interest. We will not be responsible for the validity of any assignment. Unless otherwise provided, the assignee may exercise all rights this policy grants except: the right to change the owner or beneficiary, the right to elect a Payment Option.

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

5. 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/Lapse Protection Account:** Applied to increase the Unloaned Policy Account Value and Unloaned Lapse Protection Account.

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

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. This policy is in force when the first premium is paid, but not before the Issue Date. After the first premium, all other premiums are payable only at the Customer Service Office. Upon request, we will give you a receipt signed by one of our officers. Premiums may be paid at any time while this policy is in force, subject to our premium limitations.

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

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

All premium payments made under this policy are subject to a premium charge before they are applied to the policy. Premium charge percentages are shown on the Policy Data page. To determine the Premium Charge, the applicable premium charge percentage is applied to the premium payment.

Premium Limitations

We will accept any payment that would not result in an increase in the death proceeds as a result of Section 7702. We will refund to you any portion of a premium payment that violates this rule unless that premium is needed to continue coverage under this policy. However, such premium may be accepted if satisfactory evidence of insurability of the insured is provided to us.

Crediting Payments

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

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

For the Lapse Protection Account, the net premium after deducting the Lapse Protection Account Premium Charge is credited as of the Monthly Processing Date that is on or immediately preceding the date we received the payment at our Customer Service Office. However, for any premium received at our Customer Service Office during the first Policy Year, we will credit that payment to the Lapse Protection Account as of the Policy Date. Such amount will first be used to pay any due and uncollected Lapse Protection Account Monthly Deductions. The balance of the net premium, if any, is added to the Lapse Protection Account.

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

Continuation of Insurance

On each Monthly Processing Date, Monthly Deductions are subtracted from the policy. Policy Account Value Monthly Deductions are subtracted from the Policy Account Value and Lapse Protection Account Monthly Deductions are subtracted from the Lapse Protection Account. This policy is guaranteed to remain in force if either the Policy Account Value less Policy Debt or the Lapse Protection Account less Policy Debt is zero or greater after the subtraction of Monthly Deductions. This policy may lapse if both the Policy Account Value less Policy Debt and the Lapse Protection Account less Policy Debt are not enough to cover the applicable Monthly Deductions. See the Grace Period provision for more details.

Grace Period

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

- the Unloaned Policy Account Value is not enough to cover the Policy Account Value Monthly Deduction Charges due on that date; and
- the Unloaned Lapse Protection Account is not enough to cover the Lapse Protection Account Monthly Deduction Charges due on that date.

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

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

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

- An amount that makes the Policy Account Value less Policy Debt greater than zero after paying all due and uncollected Policy Account Value Monthly Deductions; or
- An amount that makes the Lapse Protection Account less Policy Debt greater than zero after paying all due and uncollected Lapse Protection Account Monthly Deductions.

Reinstatement

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

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

For all reinstatements, we require:

- If both insureds were living on the date the policy lapsed, then both insureds must be living on the date of reinstatement. If only one insured was alive on the date of lapse, then that insured must be living on the date of reinstatement;
- A signed written application in Good Order to be sent to our Customer Service Office;
- Evidence of insurability for the insured satisfactory to us.
- Payment or reinstatement of any outstanding Policy Debt as of the date of lapse with interest at the policy loan interest rate from the date of lapse to the date of reinstatement (see the "Policy Loans" provision).
- If outstanding Policy Debt is reinstated, 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 Account and Lapse Protection Loan Account at the applicable interest rate;
- A premium payment of an amount equal (after deduction of the applicable Premium Charge) to the lesser of the amount by which the Policy Account Value was less than the Policy Account Value Monthly Deductions at the time of lapse, or the amount by which the Lapse Protection Account was less than the Lapse Protection Account Monthly Deductions as of the date of lapse. In addition, a payment equal to the interest on this amount at an annual rate of 6% from the date of lapse to the reinstatement date; and
- A premium payment of an amount equal (after deduction of the applicable Premium Charge) to 3 times the Policy Account Value Monthly Deduction that was due on the Monthly Processing Date that was on or immediately preceded the date of lapse.

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

7. POLICY ACCOUNT VALUE AND LAPSE PROTECTION ACCOUNT

When this policy is issued, both a Policy Account Value and a Lapse Protection Account are created. The Policy Account Value forms the basis of any amount that may be available to you through a surrender, partial withdrawal or policy loan. The Lapse Protection Account is a reference value only and does not represent an amount available to you through surrender, partial withdrawal or policy loan nor is it used in the determination of the minimum death benefit under the Internal Revenue Code. Instead, the Lapse Protection Account exists solely for the purpose of helping this policy remain in force when it might otherwise be in danger of lapsing. Please see the "Grace Period" provision for further information.

Policy Account Value

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

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

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

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

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

Lapse Protection Account

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

- The Lapse Protection Account on the prior Monthly Processing Date; less
- Any partial withdrawals made since that date; plus
- All premiums received since the prior Monthly Processing Date less the Lapse Protection Account Premium Charges. All premiums received on a date other than a Monthly Processing Date are credited to the Lapse Protection Account either as of the prior Monthly Processing Date or in the case of premiums received during the first Policy Year, as of the Policy Date; plus
- Any interest credited to the Lapse Protection Account; plus
- Any dividend not paid in cash (if the date is a Policy Anniversary); less
- The Lapse Protection Account Monthly Deductions due on that date.

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

- The Lapse Protection Account on the prior Monthly Processing Date, less
- Any partial withdrawals made since that date, plus
- All premiums received since the prior Monthly Processing Date less the Lapse Protection Account Premium Charges. All premiums received on a date other than a Monthly Processing Date are credited to the Lapse Protection Account either as of the prior Monthly Processing Date or in the case of premiums received during the first Policy Year, as of the Policy Date; plus
- Any interest credited to the Lapse Protection Account.

The total Lapse Protection Account consists of the Unloaned Lapse Protection Account and the Lapse Protection Loan Account which is created when a policy loan is taken.

Interest Credited

We will credit interest to the Policy Account Value and the Lapse Protection Account. Interest on the Unloaned Policy Account Value will accrue daily at the minimum guaranteed interest rate shown on the Policy Data pages and will be credited whenever a financial transaction takes place. We may declare interest rates greater than the minimum guaranteed interest rate at our discretion. 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. The interest credited to the Unloaned Lapse Protection Account is based on the annual rate shown on the Policy Data page.

See the Policy Loans section for information on the interest credited to the loaned portion of the Policy Account Value and the Lapse Protection Account.

Monthly Deductions

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

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

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

For the Lapse Protection Account only, if a premium is paid on a date other than a Monthly Processing Date, the net premium is credited as of the prior Monthly Processing Date. In addition, any premiums received at our Customer Service Office during the first Policy Year get credited to the Lapse Protection Account as of the Policy Date. When either of the above occurs, we will recalculate the Lapse Protection Account and the Lapse Protection Account Monthly Deductions.

While this policy remains in effect, any due and uncollected Monthly Deductions for either the Policy Account Value or the Lapse Protection Account will remain due and will be deducted from the applicable account once there is sufficient value within such account to do so.

Administrative Charges

The Administrative Charges assessed on the Monthly Processing Date are shown on the Policy Data pages. The administrative charges are not affected by subsequent decreases in the Face Amount.

Monthly Rider Charges

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

Monthly Cost of Insurance

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

(a) is the applicable cost of insurance rate in effect on that Monthly Processing Date; and

(b) is the applicable Net Amount at Risk on the Monthly Processing Date, divided by 1,000.

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

Monthly Cost of Insurance Rates

For the Policy Account Value, the monthly cost of insurance rate used in the calculation of the monthly cost of insurance charge is based on:

- The ages of the insureds on the Policy Date, sexes and underwriting classes of each insured; and
- The current total Face Amount of the policy.

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 the Policy Data page. Any such change will be made on a uniform basis to all policies that are issued on this form for insureds that have the same underwriting class, Age on the Policy Date and total Face Amount.

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.

For the Lapse Protection Account, there are 2 separate sets of monthly cost of insurance rates, referred to in this policy as High COI rates and Low COI rates. These Cost of Insurance Rates are shown on the Policy Data page. Low COI rates result in a lower monthly cost of insurance charges compared to High COI rates. We test the policy on each Monthly Processing Date to determine whether High COIs or Low COIs will be used to calculate the Cost of Insurance for that Monthly Processing Date.

On each Monthly Processing Date beginning with the first Anniversary, we compare the actual Lapse Protection Account for your policy (before any premiums are applied and before we deduct monthly charges) to the Lapse Protection Account Benchmark Value. The Lapse Protection Account Benchmark Value is shown on the Policy Data pages. If the Lapse Protection Account at that time is greater than the Lapse Protection Account Benchmark Value, then we will calculate the monthly cost of insurance charge for the Lapse Protection Account using the Low COI rates.

If on a Monthly Processing Date, the Lapse Protection Account is less than or equal to the Lapse Protection Account Benchmark Value, then we will calculate the monthly cost of insurance charge for the Lapse Protection Account for that month using High COIs.

8. PARTIAL WITHDRAWALS AND SURRENDER

Partial Withdrawals

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

The conditions for taking a partial withdrawal are as follows:

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

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

(a) equals the Policy Account Value; and

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

We will send you revised Policy Data pages indicating the new Face Amount due to any partial withdrawal. Any face decrease will not reduce the Initial Face Amount used in determining the Administrative Charges described in the Administrative Charges provision.

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

Surrender

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

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

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

9. POLICY LOANS

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

Loan Value

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

- the Cash Surrender Value on that date; less
- the amount of any Policy Debt on that date; less
- the amount of any interest which will accrue on any existing Policy Debt and the new requested loan from the current date to the next Policy Anniversary; less
- the amount equal to 3 times the most recent Policy Account Value Monthly Deduction.

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

Policy Debt at Death

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

Loan Interest

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

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

Loan Account

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

Amounts in the Loan Account earn interest from the date of the transfer at an effective yearly rate as shown on the Policy Data page. Interest accrues daily and is credited to the Loan Account whenever a financial transaction takes place under the policy. The interest we credit to the loaned amount remains in the Loan Account until the next Policy Anniversary.

On the Anniversary, interest due on the loan becomes payable. If you do not pay this interest, the Loan Account will be adjusted so that the Loan Account equals the Policy Debt. To do this, we will first use any interest that has accrued on the outstanding loan that was not yet credited to the Loan Account. If this interest is not sufficient, we will transfer an amount from the Unloaned Policy Account Value needed to increase the Loan Account to equal the Policy Debt. If there is not enough Unloaned Policy Account Value to cover the full transfer, then we will transfer what is available and the excess will be considered due and uncollected Policy Account Value loan interest.

Lapse Protection Loan Account

Similar to the Loan Account, when a policy loan is taken an amount equal to the amount of the loan is transferred from the Lapse Protection Account to a Lapse Protection Loan Account. Amounts in the Lapse Protection Loan Account earn interest in the same way and at the same interest rate as the Loan Account.

On the Anniversary, interest due on the loan becomes payable. If you do not pay this interest, the Lapse Protection Loan Account will be adjusted so that the Lapse Protection Loan Account equals the Policy Debt. To do this, we will first use any interest that has accrued on the outstanding loan that was not yet credited to the Lapse Protection Loan Account. If this interest is not sufficient, we will transfer an amount from the Unloaned Lapse Protection Account needed to increase the Lapse Protection Loan Account to equal the Policy Debt. If there is not enough Unloaned Lapse Protection Account to cover the full transfer, then we will transfer what is available and the excess will be considered due and uncollected Lapse Protection Account loan interest.

Loan Repayment

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

In general, loan repayments are applied to the Policy Account Value and the Lapse Protection Account in the same manner. The payment first goes to pay any due and uncollected loan interest applicable to a specific account then to pay loan interest accrued but not yet capitalized, and then to loan principal outstanding. The specific procedure depends on:

- (a) the amount of the loan repayment; and
- (b) the sum of due and uncollected loan interest and 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 due and uncollected loan interest and 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 due and uncollected loan interest and 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 first reduce the due and uncollected loan interest, any loan repayment amount which remains 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.

Required Loan Repayment

If there is due and uncollected loan interest for both the Policy Account Value and Lapse Protection Account you must make a loan repayment to cover the smaller of these 2 amounts within 61 days or the policy will lapse. We will notify you at least 31 days before the policy lapses and advise you of this situation.

10. PAYMENT OPTIONS

Payment of Proceeds

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

Election of Payment Options

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

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

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

Options Available

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

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

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

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

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

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

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

Payment Provisions

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

Termination

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

PAYMENT OPTION TABLES

OPTION 3 - PAYMENTS FOR A SPECIFIED PERIOD

GUARANTEED MONTHLY PAYMENT FOR EACH \$1000 OF PROCEEDS

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

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

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

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

PAYMENT OPTION TABLES

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

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

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

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

11. GENERAL PROVISIONS

The Contract

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

Only the President, a Vice President, or the Secretary of 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.

Age 121

If at least one insured is living on the Maturity Date, and either the Policy Account Value less any Policy Debt is greater than zero or the Lapse Protection Account less 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 partial withdrawals will be allowed but you can surrender the policy, subject to the terms of the "Partial Withdrawals and Surrender" provision.

After age 121, this policy may not qualify as life insurance. It may be subject to adverse tax consequences and a tax advisor should be consulted before choosing to continue the policy after age 121.

Basis of Values

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

Age and Sex

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

Incontestability

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

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

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

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

Suicide Exclusion

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

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

Deferment

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

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

Rating Class Change

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

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

If there is a rating class change, we will provide you with new Policy Data pages reflecting the new amounts.

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 insureds, and the owner's current address in all correspondence with us.

Payments To Guardian

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

Statement to the Owner

We will provide a written statement to you without charge once each year. We will send the statement soon after each Policy Anniversary.

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

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

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

Illustrative Statement to the Owner Upon Request

We will provide an illustrative statement of this policy's projected values to the owner upon 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].



Survivorship Universal Life Insurance Policy

- Death Proceeds payable at the death of both insureds if policy is still in force
- No Death Benefit Payable Upon First Death
- Flexible premiums payable during either insured's lifetime ending at Attained Age 121 of Younger Insured
- Maturity Date is Attained Age 121 of the Younger Insured
- Participating-- However, No dividends are expected to be paid

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 accidental 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 the substantial and material 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 the substantial and material duties of the insured's occupation or any other occupation for which the insured is or becomes reasonably suited:
 - 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.

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

Specified Amount Premium

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

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

Notice of Claim and Proof of Total Disability

We must receive at the Customer Service Office in Good Order written notice of claim and proof of Total Disability. 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. We assess this charge against both the Policy Account Value and the Lapse Protection Account. The cost for the rider amount specified on the Policy Date is equal to (a) multiplied by (b) where:

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

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

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

Exclusions

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

- an intentionally self-inflicted injury; or
- war or act of war where: (1) as a result of war or act of war the Total Disability occurs while the insured is serving in the military, naval or air forces of any country, combination of countries or international organization provided such Total Disability occurs while in such forces or within six months after termination of services in such forces; (2) If the insured is in any auxiliary noncombatant unit serving with the military the Total Disability resulted from a war or act of war while the insured is serving in any civilian non-combatant unit serving with such forces, provided such Total Disability occurs while serving in such units or within six months after termination of service in such units, whichever is earlier.

However, if the application for the coverage provided under this rider indicates that the insured is an active member of the military, military reserves or the National Guard, whether active or inactive, Total Disability as a result of war or act or any act related to military service shall not be excluded from receiving benefits under this rider.

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.

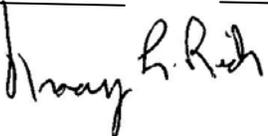
Incontestability

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 the Customer Service Office for cancellation.

The Guardian Life Insurance Company of America

Secretary

WHOLE LIFE PURCHASE OPTION RIDER

On each option date while this policy and this rider are in force, the owner may purchase a new whole life policy on a series of option dates without evidence of insurability, subject to the conditions stated below. The new policy is a whole life policy that we make available for this purpose.

The face amount of the new policy:

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

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

Scheduled Option Date

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

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

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

Alternate Option Date

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

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

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

Automatic Term Insurance

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

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

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

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

Riders

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

No other riders or additional benefits are available without underwriting.

Values

This rider has no cash or loan value.

Rider Cost

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

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

The Contract

This rider is:

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

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

Issue Date

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

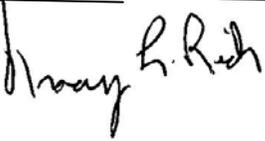
Incontestability

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

Termination

This rider terminates:

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

The Guardian Life Insurance Company of America

Secretary

POLICY EXCHANGE OPTION RIDER

Exchange Option

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

Definitions

Basic Policy: This policy excluding any additional benefit riders.

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

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

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

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

Exchange Option Events

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

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

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

Conditions for Exchange

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

The New Policies

All Exchanges

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

- The face amount of a new basic policy issued as the result of an exchange will be the face amount of this basic policy multiplied by the exchange percentage for that new policy.
- Each new policy will be on a plan of insurance that we make available for this purpose and can be a single life, annual premium whole life policy being issued by Guardian.
- The Exchange Date is the issue date of each new policy. The issue date will be the same for both new policies.
- The policy date of each new policy is the Exchange Date.
- The premiums for each new policy will be based on the issuing company's published rates on the Exchange Date. The premiums will depend on each new policy's plan, face amount, and Underwriting Class, the insured's Issue Age as stated on the Policy Data page of this policy, and the insured's sex, if applicable.
- We will apply the Cash Surrender Value of this policy to each new policy on the exchange date, in proportion to each new policy's exchange percentage.
- Each new policy will be subject to any existing assignment of this policy.
- The amount of any outstanding loans on this policy will be allocated to each new policy if such loans are not repaid before an exchange is effected. The amount of outstanding loans allocated to a new policy will be:
 - the total amount of any outstanding loans on this policy;multiplied by:
 - the exchange percentage for that new policy.

If the total amount of outstanding loans allocated to a new policy exceeds its loan value, then the outstanding loans will be set so that they equal the loan value of the new policy. However, any excess must be paid in cash to the issuing company on or before the Exchange Date.

- Additional benefit riders will be available with each new policy only with the issuing company's consent. Evidence of insurability at the insured's attained age will be required. All riders on each new policy will be subject to the issuing company's rules on the policy date.

Exchanges without Evidence of Insurability

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

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

Exchanges Requiring Evidence of Insurability

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

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

Values

This rider has no cash or loan value.

The Contract

This rider is:

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

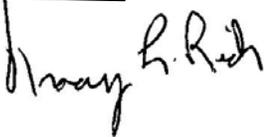
Issue Date

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

Termination

This rider terminates:

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

The Guardian Life Insurance Company of America

Secretary

SERFF Tracking Number: GARD-127833862 State: Arkansas
 Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 50579
 Company Tracking Number: 12-UL SG
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: UL SG 2012
 Project Name/Number: UL SG 2012/12-UL SG

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments:		
Readabiity.pdf		
Certificate of Compliance with Rule 19 and 49.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
L-AP-2011 AR was approved 6/7/11 file #48906		
Attachment:		
L-AP-2011 AR.pdf		

	Item Status:	Status Date:
Bypassed - Item: Health - Actuarial Justification		
Bypass Reason: not applicable		
Comments:		

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

	Item Status:	Status Date:

SERFF Tracking Number: GARD-127833862 State: Arkansas
Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 50579
Company Tracking Number: 12-UL SG
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: UL SG 2012
Project Name/Number: UL SG 2012/12-UL SG
Satisfied - Item: Actuarial Memorandums

Comments:

Attachments:

12-UL SG nonforfeiture AM.pdf
12-UL SG reserve AM.pdf
12-SUL SG nonforfeiture AM.pdf
12-SUL SG reserve AM.pdf

Item Status: **Status Date:**

Satisfied - Item: Appendix A

Comments:

Attachment:

AR Appendix.pdf

Item Status: **Status Date:**

Satisfied - Item: Statement of Variability

Comments:

Attachments:

Statement of Variability 12-UL SG.pdf
Statement of Variability 12-SUL SG.pdf

Item Status: **Status Date:**

Satisfied - Item: Actuarial Certifications

Comments:

Attachments:

AR actuarial Nonforfeiture Certification.pdf
AR actuarial Reserve Certification.pdf

Item Status: **Status Date:**

SERFF Tracking Number: GARD-127833862 *State:* Arkansas
Filing Company: The Guardian Life Insurance Company of *State Tracking Number:* 50579
America
Company Tracking Number: 12-UL SG
TOI: L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.001 Single Life
Adjustable Life
Product Name: UL SG 2012
Project Name/Number: UL SG 2012/12-UL SG
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	12-UL SG AR	48.6
Survivorship Universal Life Insurance Policy	12-SUL SG AR	47.7
Whole Life Purchase Option Rider	12-WLPO UL SG	56.5
Disability Benefit Rider	12-DBR UL SG	45
Policy Exchange Option Rider	12-PSO SUL SG	48

Name: Pete Diggins

Title: Director, Individual Life – Product Filings and
Compliance

Date: December 21, 2011



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

Insurer: The Guardian Life Insurance Company of America

Form **12-UL SG AR, 12-SUL SG AR, 12-WLPO UL SG, 12-DBR UL SG,**
Number(s): **12-PSO SUL SG**

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, Individual Life – Product
Filings and Compliance
December 28, 2011

Date



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

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

APPLICATION FOR LIFE INSURANCE Part 1

Please print (any changes must be initialed by the Owner and/or proposed insured)

(Page 1 of 8)

SECTION A Proposed Insured Information

1. First Name _____ MI _____ Last Name _____
2. Previous Name (if changed in the last 5 years) _____
3. Social Security # _____
4. Sex Male Female
5. Date of Birth (mm/dd/yyyy) _____
6. Place of Birth _____
7. Are you a U.S. citizen? Yes No (If no, please complete Foreign Travel and Residence Questionnaire)
8. Marital Status: Married Single Divorced Separated Widowed
9. Driver's License Number _____ Driver's License State _____
(if none, provide a government photo ID number, issuer and expiration date in Remarks section)
10. Primary Residence (Do not use P.O. Box) _____
City _____ State _____ Zip _____
11. How long at this address? _____ (If less than 2 years at current address, please provide prior address in Remarks section)
12. Home phone _____
13. E-mail address _____
14. 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. Street Address _____
City _____ State _____ Zip _____
3. Business Phone _____
4. Business Web Site _____
5. Occupation _____
6. Job Title _____
7. Nature of Business _____
8. How many years employed? _____ (If less than 2 years please furnish information on previous employer in Remarks section, including name and address of previous employer, occupation, nature of business and job title.)



IMNB0001000010201

SECTION C Owner Information

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

- 1. Owner: Individual Trust Business Entity Charity
- 2. Owner name (First, MI, Last) or name of trust, business entity or charity:

- 3. Social Security No./Tax ID No. _____ 4. Relationship to proposed insured _____
- 5. Full Address (Do not use P.O. Box) _____
- 6. Telephone Number _____ 7. Owner's E-Mail Address _____

If Owner is an individual, please answer Questions 8 and 9

- 8. Date of Birth (mm/dd/yyyy) _____ 9. Driver's License No. and State _____
(if none, provide a government photo ID number, issuer and expiration date in Remarks section)

10. If the Owner is an individual, is he/she a U.S. citizen? If Owner is a Trust, Business Entity, or Charity, is such entity established or organized under the laws of a state of the U.S.? Yes No *(if no, provide details in Remarks)*

11. Complete if Policy is Trust Owned *(also, complete either Trust Certification form or provide copy of trust agreement):*

Date of Trust _____

Complete Names of Authorized Trustees _____

SECTION D Change of Ownership

- 1. Is there an intention that any group of investors will obtain any right, title, or interest in any policy issued on the life of the proposed insured as a result of this application? Yes No
- 2. Will you (the owner/applicant) borrow money to pay the premiums for this policy or have someone else pay these premiums in return for an assignment of policy values back to them? Yes No
(If Yes to either of these questions, please complete Statement of Owner Intent form)

SECTION E Beneficiary Information

If you indicate shares, please ensure that the % for all the beneficiaries in each type (primary, contingent, tertiary) total 100%. Please use whole numbers only. If you do not indicate shares, 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., who survive the Insured.

Name (First, MI, Last)	Date of Birth	Soc. Sec. No.	Relationship to Insured	Share (enter %)	Beneficiary Type (see key)
					<input type="checkbox"/> P <input type="checkbox"/> S <input type="checkbox"/> T
					<input type="checkbox"/> P <input type="checkbox"/> S <input type="checkbox"/> T
					<input type="checkbox"/> P <input type="checkbox"/> S <input type="checkbox"/> T
					<input type="checkbox"/> P <input type="checkbox"/> S <input type="checkbox"/> T
					<input type="checkbox"/> P <input type="checkbox"/> S <input type="checkbox"/> T
					<input type="checkbox"/> P <input type="checkbox"/> S <input type="checkbox"/> T

Key: P = Primary Beneficiary; S = Secondary Beneficiary; T = Tertiary Beneficiary

SECTION F Purpose of Insurance

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

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

SECTION G Proposed Insurance

1. Plan of Insurance _____ 2. Base Policy Face Amount \$ _____

3. Riders

Whole Life (Note: Option Q and R riders are elected in the Dividends Section)

- Waiver of Premium (WP) Accelerated Benefit Rider (EABR) (please complete required disclosure form)
- Scheduled/Unscheduled Paid-Up Additions (PUA) Rider Unscheduled Only Paid-Up Additions (PUA) 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) → select one: Regular GIO Limited GIO L10 GIO (for L10 plan only)
Indicate GIO Option Amount: \$ _____
- Accidental Death Benefit (ADB) → Indicate ADB Face Amount: \$ _____
- 10 Year Annually Renewable Term → Term Amount: \$ _____
- Select Security Rider Exchange of Insureds
- DuoGuard (List names & amounts for Designated Lives. Complete a separate application for each Designated Life.)

Term

- Waiver of Premium Waiver Plus (for Level Term only) Initial Period Waiver of Premium (For LifeSpan only)
- Extended Conversion Rider Whole Life Purchase Option → Option Amount \$ _____
- Accidental Death Benefit (ADB) → ADB Face Amount: \$ _____

Universal Life and Variable Life Riders

- Additional Sum Insured (Do NOT include this amount in Base Face Amount shown above) \$ _____
- Secondary Guarantee Coverage Rider Alternate Net Cash Surrender Value Benefit
- Accelerated Benefit Rider (EABR) (please complete required disclosure form)
- Waiver of Monthly Deductions
- Disability Benefit Rider (Waiver of Specified Amount) → Indicate Monthly Specified Amount: \$ _____
- Guaranteed Insurability Option (GIO/WLPO) → Option Amount \$ _____
- Accidental Death Benefit (ADB) → ADB Face Amount: \$ _____
- Select Security Rider Exchange of Insureds

Riders for Survivorship Products (EstateGuard WL, SUL, etc.)

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

- First To Die DuoGuard (available on one or both of the base policy insureds)
 - (1st Insured) _____ \$ _____ (2nd Insured) _____ \$ _____

* Note the Policy Split Option rider will automatically be included for EstateGuard SUL and SUL-SG products, if the policy is eligible for such rider. The rider is not automatically included on EstateGuard WL policies and should be elected, if desired.

Other Riders

- Other _____ \$ _____ Other _____ \$ _____

SECTION H 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. Send premium notices to:
 - Residence Business Owner's address Other _____
 - List Bill
 - New – Billing Name _____ Common billing date _____
 - Existing account # _____
- 4. Automatic Premium Loan (if available) Yes No *(if left blank, default will be Yes)*
- 5. Complete for VUL/UL policies:
 - Initial Premium \$ _____ Planned Premium (at the mode indicated above) \$ _____
- 6. Prepayment of Premium
 - No money is being submitted with this application.
 - Money is being submitted with this application, in the amount of \$ _____. By signing this application, agent is attesting that the above amount of money was collected, that the Conditional Temporary Coverage Agreement and Receipt was provided to the client and that the conditions for providing such Receipt were met. By signing this application, applicant is attesting that the 3 medical questions asked in the Conditional Temporary Coverage Agreement and Receipt form were all answered "NO", and that the applicant has received the Receipt form and agrees to its terms.

SECTION I Dividends (for participating policies only)

If you apply for a participating life insurance policy, and do not elect a dividend option, the following default options will apply: for Whole Life policies, Option D; for Term policies, Option C, for Universal Life policies, any dividend paid will be used to increase the unloaned policy account value. Note that for Term and Universal Life policies, we do not expect to ever pay a dividend. For any participating product, dividends are never guaranteed.

- A-Paid in cash
- B-Reduce premiums
- C-Left at interest *(Complete W-9 form if elected)*
- D-Paid-Up Additional Insurance
- 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
- L-Term insurance face amount not in excess of 2X face amount of basic policy/Balance to purchase paid-up additional insurance
- P-Term Insurance face amount not in excess of 2X 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.**

SECTION J Additional Information for VUL/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 is 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 K Financial Information

- 1. Is the applied for policy in accordance with your insurance objectives and your anticipated financial needs? Yes No
- 2. Do you believe you have the financial ability to continue making premium payments on this policy? Yes No
- 3. Have you ever filed for personal or business bankruptcy? Yes No (If yes, give full details and date of discharge in Remarks section.)
- 4. **Personal Finances** (If this policy is business owned, please also complete the Business Finances section below.)

	Proposed Insured	Owner (if other than insured)
Total Assets	\$	\$
Total Liabilities	\$	\$
Net Worth	\$	\$
Earned Income	\$	\$
Unearned Income (if over \$10,000)	\$	\$

Business Finances (Complete only if policy is business owned)

- 5. Type of Business (Check One): Limited Liability Co. Sole Proprietor Partnership S Corp
 C Corp Other _____
- 6. Total Assets \$ _____ 7. Total Liabilities \$ _____ 8. Net Worth \$ _____
- 9. Net Profit After Taxes for past Two Years: Last Year \$ _____ Previous Year \$ _____
- 10. How long has the business been established? _____
- 11. What is the nature of the business? _____
- 12. What percentage of the business is owned by the proposed insured? _____
- 13. Is there business insurance applied for or in force on other key members of this firm? Yes No
If "yes", please provide details: _____

SECTION L Insurance History

- 1. Please list below all existing life insurance policies in force **on the proposed insured**. If none, check here

Name of Company	Type (e.g. individual or group)	Year Issued	Total Amount	Who Owns the Policy?	Has WP Rider?	Has ADB Rider?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

- 2. Has the proposed insured ever had life, disability, accident or medical insurance declined, postponed, modified, rated, cancelled or withdrawn a pending application, or had a renewal or reinstatement refused? Yes No (if yes, provide full details in Remarks)
- 3. Are any other life, disability or accident insurance products currently being applied for on the life of the insured, or is there any plan to do so in the near future? Yes No
(If "Yes", in the Remarks section, please include amount and company applied with, and whether this other insurance will be in addition to or in lieu of insurance with Guardian/GIAC.)

SECTION M Replacement

- 1. Does the Owner/Applicant have any existing individual life insurance policies or annuity contracts (including those that may have recently been lapsed or surrendered)? Yes No

IMPORTANT: If "Yes", please complete the appropriate state replacement form(s).

SECTION N Personal History of the Proposed Insured

(These questions apply to the Proposed Insured. If "Yes" to Question 1, 3, 4 or 5, provide details in Remarks section.)

- | | Yes | No |
|---|--------------------------|--------------------------|
| 1. Do you intend to change your occupation?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you intend to reside outside of the U.S.? <i>(If Yes, complete Foreign Travel and Residence Questionnaire)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Do you intend to travel outside of the U.S.?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Have you ever had your driver's license suspended or revoked, or been convicted of DUI or DWI, or within the past five years, have you been charged with and/or convicted of any motor vehicle moving violations? <i>(If yes, details must include date of violation, description of violation and penalty.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Within the last 10 years, have you been convicted of, or pled guilty or no contest to, a felony, or is such a charge pending against you?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Within the last 3 years have you flown as a licensed pilot, student pilot, or crew member in any type of aircraft, or do you intend to do so in the future? <i>(If yes, complete Aviation Supplement.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Within the past 3 years, have you participated in, or do you intend to participate in, any of the following activities: mountain climbing, rock climbing, scuba diving, hang gliding, parachuting, skydiving; or motor vehicle racing?.....
<i>(If yes, complete Avocation Supplement.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Are you, or do you intend to become, a member of the armed forces, including the Reserves, or are you on alert? <i>(If yes, please complete Military Status Questionnaire)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Have you ever used tobacco or any other nicotine product such as cigarettes, cigars, pipe, chewing tobacco, snuff, nicotine gum, nicotine patch, or electronic nicotine delivery device? If yes, please complete chart below..... | <input type="checkbox"/> | <input type="checkbox"/> |

Product Type(s)	Date Last Used	Frequency of Use

SECTION O Alternate/Additional Life Policy

Owner: If the "Alternate Policy" box is checked below, you are indicating that you are applying for either the policy applied for in Section G and the policy indicated below. You do not intend to have both policies issued. If the "Additional Policy" box is checked, you are indicating that you are applying for both the policy shown in Section G and the policy indicated below. The total amount of insurance you are applying for is the sum of both policies.

Please indicate: Alternate Policy Additional Policy

Plan of Insurance: _____ Face Amount: _____

Details (Riders, Benefits, Dividend Option, etc.):

SECTION P Remarks Section

SECTION Q Amendments or Corrections (For Home Office Or Customer Service Office Use Only)

Representations of the Proposed Insured and Owner

Those parties who sign below, agree that:

1. This application, (Part 1, Part 2, the Authorization, any amendments to the application, and any required supplements or questionnaires) will form the basis for, and will be attached to and become a part of, any policy issued. 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. Any misrepresentation or omission, if found to be material, may adversely affect acceptance of the risk, claims payment or may cause the Company to seek rescission of any policy that is issued based on this application.
2. No agent, broker or medical examiner has any right to accept risks, make or change contracts, or to waive or modify any of the Company's rights or requirements. No information acquired by any Representative of the Company shall bind the Company unless it shall have been set out in writing in this application.
3. For any policy that will be issued, 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 accepted by the owner, and the first premium is paid. Except as provided in the Conditional Temporary Coverage and Receipt (if an advance payment has been made and such Receipt has been issued and its terms complied with) coverage does not begin until the effective date assuming the first premium is paid during the lifetime of, and prior to any change in the health, of the Proposed Insured.
4. Changes or corrections made by the Company and noted in the "Amendments or Corrections" section are ratified by the Owner upon acceptance of a policy containing this application with the noted changes or corrections. Amendments as to plan, amount, classification, age at issue, or benefits, will be made only with the Owner's written consent.
5. 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.
6. 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 Proposed Insured (or Parent/Guardian if Insured under age 18)

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

Date of Signature for Proposed Insured (mm/dd/yy)

X _____
Signature of Additional Owner

X _____
Witness (for applications taken by mail – should not be beneficiary)

- Check here if this application was sent to the Proposed Insured for signature by mail. If so, the signature of the agent does not attest to the signature of the Proposed Insured.
- Check here if this application was taken in the presence of the Proposed Insured. I certify that I have taken this application in the presence of the Proposed Insured, and that I have truly and accurately recorded on this application the information supplied by the Proposed Insured.

X _____
Signature of Licensed Agent

License Number(s)

Agent's Name

State(s) where licensed

State of Arkansas

Appendix

Previously Approved Forms To Be Used with 12-UL SG AR

Rider Form Number	Description	Approval Date/ Dept File No
07-ADB UL AR	Accidental Death Benefit Rider	6/28/07 File # 36183
09-R111 UL	Accelerated Death Benefit Rider	9/28/09

Previously Approved Forms To Be Used with 12-SUL SG AR

Rider Form Number	Description	Approval Date/ Dept File No
07-4YT SUL	Four Year Term Insurance Rider	9/26/07

The Guardian Life Insurance Company of America

Statement of Variable Material for Filing of Policy Form 12-UL SG

Our submission of policy form 12-UL SG to your state for approval includes a number of areas in the policy form that have been bracketed as variable. With your Department's consent, we intend to treat these variable fields as information that can vary, without requiring the policy form to be re-approved by your state.

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

Variable	Description	Range of Data, if applicable, or explanation of data
Variable 1	Name of Insured	Insured's name will print here.
Variable 2	Age of Insured	This is the age of the insured at issue of the policy, and is the age on the birthday nearest to the Policy Date. The age range is 20-85 (81-85 for non-smoker class only).
Variable 3	Sex of Insured	This will be the insured's gender. Therefore, the value will be either "male" or "female".
Variable 4	Initial Face Amount	This is the face amount of the policy at issue. The minimum amount is \$100,000 for all risk classes except Preferred Plus NT, which has a minimum face of \$250,000. There is no maximum face amount per se since we could issue above the company's retention limits with reinsurance.
Variable 5	Policy Number	This is a unique number which identifies the policy in our administrative systems and for correspondence with the policyowner.
Variable 6	Issue Date	This is the date the policy is issued by the company and also normally begins the policy's suicide and contestable periods, though in certain states, we may be required to use the Policy Date.
Variable 7	Policy Date	This is the Policy Date, which is the date that determines the issue age of the insured. Consequently, this date/age also drives the values for the policy, and the expiry dates for certain riders.
Variable 8	Underwriting Class	This is the risk class of the insured based on the underwriting process. The possible classes are "Preferred Plus NT, Preferred NT, Non-Smoker, Standard or Class X Smoker and Class X Non-Smoker, where X is 1, 2, 3, 4, 6, 8, 10, 12 or 16.
Variable 9	Maturity Date	The date is the policy anniversary on which the insured is insurance age 121.
Variable 10	Owner	This is the name of the policyowner.
Variable 11	Premium Mode	This is the mode on which planned premiums are billed. This can be Annual, Semi-Annual, Quarterly or Monthly.
Variable 12	Planned Premium	This is the planned premium that the owner elected in the application.
Variable 13	Minimum Premium To Issue Policy	This is the premium needed to put the policy in force
Variable 14	Minimum Face Amount	The minimum face amount is currently \$100,000. It ranges from \$50,000 - \$250,000.
Variable 15	Customer Service Office Address and Phone Number	This is the address and phone number of our Customer Service Office, which is currently 3900 Burgess Place, Bethlehem, PA 18017, 1-800-441-6455. 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.
NOTE: the information regarding specific rider benefits only appears on the Policy Data pages if those riders are being issued with the policy.		
Variable 16	Accidental Death Benefit Rider Face Amount	This is the face amount for the Accidental Death Benefit Rider. The minimum face amount is \$3,000 and the maximum face amount is the lesser of \$500,000 or the base face amount.
Variable 17	Accidental Death Benefit Rider Expiry	This is the expiry date for the rider, which is age 75.

	Date	
Variable 18	Whole Life Purchase Option Rider Option Amount	This is the Option Amount for the Whole Life Purchase Option Rider, which is the face amount that can be purchased under the Whole Life Purchase Option Rider. The range is \$25,000 - \$250,000, but cannot exceed the base face amount.
Variable 19	Whole Life Purchase Option Rider Expiry Date	This is the expiry date for the rider. It is the last scheduled option date as shown on the rider. The range is 8-26 years, depending on the issue age.
Variable 20	Disability Benefit Rider Specified Amount	This is the Specified Amount for the Disability Benefit Rider, which is paid while the insured is disabled. This is elected by the owner and can range from \$20 to one-twelfth of the 7-Pay Premium for the policy (so as to avoid a possible Modified Endowment Contract).
Variable 21	Disability Benefit Rider Expiry Date	This is the expiry date for the rider, which is age 65.
Variable 22	Exchange of Policy Expiry Date	This date is the policy anniversary on which the insured is age 90.
Variable 23	Interest Crediting Rate for Lapse Protection Account	This is the annual interest crediting rate applicable to the Lapse Protection Account. The range is 1-10% but the charge is currently 5.5%.
Variable 23A	Daily Percentage of the Interest Crediting Rate for the Lapse Protection Account	This is the daily equivalent of the annual rate shown in Variable 23. It is currently 0.00014670. The range coincides with what is shown in Variable 23.
Variable 24	Policy Account Value Premium Charge	This is the charge deducted from the Policy Account Value for each premium payment. The range is 1-10% but the charge is currently 5%.
Variable 25	Initial Lapse Protection Account Premium Charge	This is the initial charge deducted from the Lapse Protection Account for each premium payment for the years shown in Variable 25A. The range is 10-20% but the charge is currently 15%.
Variable 25A	Years Payable for the initial Lapse Protection Account Premium Charge	This is the number of years for which the initial Lapse Protection Account Premium Charge will be applied. The range is 1-5 years but it is currently 3 years.
Variable 25B	Lapse Protection Account Premium Charge	This is the Lapse Protection Account Premium Charge that is charged after the years payable for the initial period shown in Variable 25. The range is 1-11% but the charge is currently 5%.
Variable 26	Target Premium	This is the Target Premium for the policy. The Target Premium only affects the policy if it has both the Whole Life Purchase Option rider and the Disability Benefit rider. It is based on a rate per \$1,000 that ranges from 2.897-129.910.
Variable 27	Policy Fee Charge	The monthly charge applicable for all years. The range is \$1-15 but the charge is currently \$7.50.
Variable 28	Policy Account Value Administrative Charge	This is the maximum administrative charge that may be deducted from the Policy Account Value on the Monthly Processing Date. It is based on a rate per \$1000 that ranges from .028-4.406.
Variable 29	Lapse Protection Account Administrative Charge	This is a charge that is deducted from the Lapse Protection Account on the Monthly Processing Date. It is shown as a dollar amount and varies based on the age, sex and risk class of the insured. The range is based on per \$1000 of rates applicable to that charge.
Variable 30	Lapse Protection Account Years Payable	The amount of years that the charge in Variable 29 is deducted from the Lapse Protection Account on the Monthly Processing Date. The range is 5-30 years but it is currently for 20 years.
Variable 31	ADB Monthly Charge	There is a monthly charge for the rider which is deducted from the Policy Account Value and Lapse Protection Account on the Monthly Processing Date.
Variable 32	ADB Monthly Charge Policy Years Payable	This shows the number of years for which there is a monthly charge for ADB rider. The range is 10-55.
Variable 33	WLPO Monthly Charge	There is a monthly charge for the rider which is deducted from the Policy Account Value and Lapse Protection Account on the Monthly Processing Date. The monthly charge for this rider is a rate times the

		Option Amount. The Option Amount ranges are \$25,000-\$250,000. This charge is assessed against the Policy Account Value and the Lapse Protection Account.
Variable 34	WLPO Monthly Charge Policy Years Payable	This shows the number of years for which there is a monthly charge for WLPO rider. The charge ends at the final scheduled option date, which depends on the issue date and/or a certain life event, as described in the rider, but does not exceed the policy year in which the insured is age 50.
Variable 35	DBR Monthly Charge	There is a monthly charge for the rider which is deducted from the Policy Account Value and Lapse Protection Account on the Monthly Processing Date. The monthly charge for this rider is a factor multiplied by the Specified Amount Premium, which is elected when the rider is applied for and is the amount that will be credited to the policy every month while the insured is totally disabled as defined in the rider. The charge is assessed against the Policy Account Value and the Lapse Protection Account.
Variable 36	DBR Monthly Charge Policy Years Payable	This shows the number of years for which there is a monthly charge for DB rider. This charge runs until the insured's age 55.
Variable 37	Surrender Charge	This is the surrender charge that will be applicable in a given year. While the actual dollar amount of the surrender charge is shown here, it is based on a rate per \$1,000 for that charge and ranges from \$14.91-\$47.50.
Variable 38	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 39	COI Rates per \$1000 for the Policy Account Value	This is the cost of insurance rate per \$1,000 applicable to the policy for the Policy Account Value. There will be an applicable rate for each year from issue to the number of policy years determined in Variable 38. The range is \$.02 - \$83.33 monthly.
Variable 40	COI Rate Table Attained Age for the Lapse Protection Account	This is the Attained Age of the insured from the issue age until age 121 for the Lapse Protection Account.
Variable 41	COI Rates per \$1000 for the Lapse Protection Account – low COI's	This is the cost of insurance rate per \$1000 applicable to the policy for the Lapse Protection Account. There will be an applicable rate for each year from issue to the number of policy years determined in Variable 40. The rates vary by issue age, sex, risk class and duration. The range is \$.00100 - \$83.33 per month.
Variable 42	COI Rates per \$1000 for the Lapse Protection Account – high COI's	This is the cost of insurance rate per \$1000 applicable to the policy for the Lapse Protection Account. There will be an applicable rate for each year from issue to the number of policy years determined in Variable 40. The rates vary by issue age, sex, risk class and duration. The range is \$.00100 - \$83.33 per month.
Variable 43	Benchmark Table Policy Years	The number of policy years shown here is a function of the insured's issue age. The charge ends at age 121.
Variable 44	Benchmark Values for the Lapse Protection Account	This is the Benchmark Value applicable to the policy for the Lapse Protection Account. The dollar amount varies by issue age, sex, risk class and policy duration. It is based on a rate per \$1000 that ranges from 0-740.51.
Variable 45	Death Benefit Factors Table Policy Years	The number of policy years shown here is a function of the insured's issue age. The table of factors ends at age 121 since the factor is always 1.00 over age 100.
Variable 46	Death Benefit Factors	These are the factors used in determining the death benefit. The factors vary by issue age. There will be a factor for all years up to age 121, then the table indicates that the factor is 1.00 after age 121.
Variable 47	Free Look Period	This is on the policy's front cover in the Free Look Period provision. In your state, if the policy is issued as the result of a replacement, the free look period must be 30 days. Therefore, this will read either '10" days (for non-replacements), or "30" days (for replacements). However, this will never be less than 10 days.

Variable 48	Officer Signature(s) and Title(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 refilling.
Variable 49	Home 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.



The Guardian Life Insurance Company of America
A Mutual Company Established 1860
Customer Service Office
[Variable 15]

INSURED [Variable 1]	[Variable 2]-[Variable 3]	AGE AND SEX
ISSUE DATE [Variable 6]	[Variable 5]	POLICY NUMBER
FACE AMOUNT [Variable 4]	[Variable 7]	POLICY DATE
	[Variable 8]	UNDERWRITING CLASS

PLAN OF INSURANCE UNIVERSAL LIFE INSURANCE

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 applications. This policy is issued and administered by Guardian at its Customer Service Office. Guardian's home office is [Variable 49]. **Guardian receives all communications at its Customer Service Office.**

[Variable 48]

We 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 the Customer Service Office or to the agent from whom it was purchased within [Variable 47] days after receiving it. The policy and a written cancellation notice must be delivered or mailed to cancel this policy. Any notice given by mail is effective on being postmarked, properly addressed, and postage prepaid. If the policy is canceled during this period, 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
- Death proceeds payable upon insured's death if policy is in force
- Policy Maturity Date is Attained Age 121
- Participating – However, Dividends are not expected to be paid

POLICY DATA

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

OWNER [Variable 10]

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

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

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

MINIMUM FACE AMOUNT:
[Variable 14]

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

To obtain information about your coverage you may call your agent or contact our Customer Service Office at:
[Variable 15]

POLICY DATA

BENEFITS AND PREMIUMS (cont'd)

	<u>RIDER/BENEFIT EXPIRY DATE</u>
ACCIDENTAL DEATH BENEFIT RIDER FACE AMOUNT: [Variable 16]	[Variable 17]
WHOLE LIFE PURCHASE OPTION RIDER OPTION AMOUNT: [Variable 18]	[Variable 19]
DISABILITY BENEFIT RIDER SPECIFIED AMOUNT: [Variable 20]	[Variable 21]
ACCELERATED DEATH BENEFIT RIDER	
EXCHANGE OF POLICY OPTION	[Variable 22]

POLICY LOANS

Loan interest is payable in arrears. Policy Loans bear interest at a yearly rate of 4.5%. Amounts held in the Loan Account and the Lapse Protection Loan Account are credited interest at a yearly rate of 3.5%.

See Policy Loans section for details on loan value.

INTEREST CREDITING RATES

As described in the Policy Account Value and Lapse Protection Account section of this policy, interest is credited to these amounts periodically. The interest rate applicable to the Policy Account Value will never be less than the minimum guaranteed annual interest rate of 3% (0.0008099 daily). The annual interest rate applicable to the Lapse Protection Account is [Variable 23]% ([Variable 23A] daily).

PREMIUM CHARGE

We will deduct a charge from each premium payment made under this policy. The Policy Account Value Premium Charge is [Variable 24]% of the premium paid. The Lapse Protection Account Premium Charge is [Variable 25]% of the premium paid for the first [Variable 25A] Policy Years and [Variable 25B] thereafter.

TARGET PREMIUM

The target premium is \$[Variable 26]. The target premium only affects your policy if you have both the Whole Life Purchase Option rider and the Disability Benefit rider.

POLICY DATA

MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT VALUE AND LAPSE PROTECTION ACCOUNT

1. COST OF INSURANCE (COI) CHARGES

The cost of insurance charge is deducted on each Monthly Processing Date. 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 the Policy Data pages. See the Monthly Cost of Insurance provision for further information.

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

2. ADMINISTRATIVE CHARGES

Administrative Charges are deducted from the Policy Account Value and Lapse Protection Account on each Monthly Processing Date as shown below.

- a policy fee of [Variable 27], and
- For the Policy Account Value, an administrative charge not to exceed \$[Variable 28] multiplied by the Initial Face Amount divided by \$1,000. For the Lapse Protection Account, an administrative charge of [Variable 29] for the first [Variable 30] policy years.

3. RIDER CHARGES

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

RIDER	DESCRIPTION OF CHARGE	POLICY YEARS PAYABLE
ACCIDENTAL DEATH BENEFIT RIDER	[\$[Variable 31]	1 through [Variable 32]
DISABILITY BENEFIT RIDER	[Variable 33] times the Specified Amount divided by 100.	1 through [Variable 34]
WHOLE LIFE PURCHASE OPTION RIDER	[\$[Variable 35]	1 through [Variable 36]

POLICY DATA

TRANSACTION DEDUCTIONS FROM THE POLICY ACCOUNT VALUE

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

<u>POLICY YEAR</u>	<u>SURRENDER CHARGE</u>
1	\$(Variable 37]
2	Variable 37]
3	Variable 37]
4	Variable 37]
5	Variable 37]
6	Variable 37]
7	Variable 37]
8	Variable 37]
9	Variable 37]
10	Variable 37]
11	Variable 37]
12	Variable 37]
13	Variable 37]
14	Variable 37]
15	Variable 37]
16	Variable 37]
17	Variable 37]
18	Variable 37]
19	Variable 37]
20 and thereafter	Variable 37]

The Guardian Life Insurance Company of America

Statement of Variable Material for Filing of Policy Form 12-SUL SG

Our submission of policy form 12-SUL SG to your state for approval includes a number of areas in the policy form that have been bracketed as variable. With your Department's consent, we intend to treat these variable fields as information that can vary, without requiring the policy form to be re-approved by your state.

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

Variable	Description	Range of Data, if applicable, or explanation of data
Variable 1	Name of Insured A	We arbitrarily assign the 2 insureds covered under the policy as "Insured A" and "Insured B". The name of Insured A will print here.
Variable 2	Age of Insured A	This is the age of the Insured A at issue of the policy, and is his/her age on the birthday nearest to the Policy Date. The age range is 20-85 (81-85 for non-smoker class only).
Variable 3	Sex of Insured A	This will be the gender of Insured A. Therefore, the value will be either "male" or "female".
Variable 4	Underwriting Class for Insured A	This is the risk class of Insured A based on the underwriting process. The possible classes are "Preferred Plus NT, Preferred NT, Non-Smoker, Standard, Class X Smoker and Class X Non-Smoker, where X is 1, 2, 3, 4, 6, 8, 10, 12, 16 or 17.
Variable 5	Name of Insured B	The name of Insured B will print here.
Variable 6	Age of Insured B	This is the age of the Insured B at issue of the policy, and is his/her age on the birthday nearest to the Policy Date. The age range is 20-85 (81-85 for non-smoker class only).
Variable 7	Sex of Insured B	This will be the gender of Insured B. Therefore, the value will be either "male" or "female".
Variable 8	Underwriting Class for Insured B	This is the risk class of Insured B based on the underwriting process. The possible classes are "Preferred Plus NT, Preferred NT, Non-Smoker, Standard, Class X Smoker and Class X Non-Smoker, where X is 1, 2, 3, 4, 6, 8, 10, 12, 16 or 17. For substandard insureds, the risk class numbers cannot total more than 25.
Variable 9	Face Amount	This is the face amount of the policy at issue. The minimum amount is \$250,000 for all risk classes. There is no maximum face amount per se since we could issue above the company's retention limits with reinsurance.
Variable 10	Policy Number	This is a unique number which identifies the policy in our administrative systems and for correspondence with the policyowner.
Variable 11	Issue Date	This is the date the policy is issued by the company and also normally begins the policy's suicide and contestable periods, though in certain states, we may be required to use the Policy Date.
Variable 12	Policy Date	This is the Policy Date, which is the date that determines the issue age of the insured. Consequently, this date/age also drives the values for the policy, and the expiry dates for certain riders.
Variable 13	Maturity Date	This is the date on which the policy ends. The date is the policy anniversary on which the younger insured is insurance age 121.
Variable 14	Owner	This is the name of the policyowner.
Variable 15	Premium Mode	This is the mode on which planned premiums are billed. This can be Annual, Semi-Annual, Quarterly or Monthly.
Variable 16	Planned Premium	This is the planned premium that the owner elected in the application.
Variable 17	Minimum Premium To Issue Policy	This is the premium needed to put the policy in force, which is equal to 2 minimum monthly premiums.
Variable 18	Minimum Face Amount	The minimum face amount is \$250,000. It ranges from \$50,000 - \$350,000.

Variable 19	Customer Service Office Address and Phone Number	This is the address and phone number of our Customer Service Office, which is currently 3900 Burgess Place, Bethlehem, PA 18017, 1-800-441-6455. 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.
NOTE: the information regarding specific rider benefits only appears on the Policy Data pages if those riders are being issued with the policy.		
Variable 20	Four Year Term Insurance (4YT) Face Amount	This is the face amount of the 4YT rider. The minimum amount is \$25,000 and the maximum amount is 120% of the Face Amount of the policy.
Variable 21	Four Year Term Insurance (4YT) Expiry Date	This the date the 4YT ends. It is always the 4 th policy anniversary.
Variable 22	Interest Crediting Rate for Lapse Protection Account	This is the annual interest crediting rate applicable to the Lapse Protection Account. The range is 1-10%.
Variable 22A	Daily Percentage of the Interest Crediting Rate for the Lapse Protection Account	This is the daily equivalent of the annual rate shown in Variable 22. It is currently 0.00013368. The range coincides with what is shown in Variable 22.
Variable 23	Policy Account Value Premium Charge	This is the charge deducted from the Policy Account Value for each premium payment. The range is 1-10% but the charge is currently 5%.
Variable 24	Initial Lapse Protection Account Premium Charge	This is the initial charge deducted from the Lapse Protection Account for each premium payment for the years shown in Variable 24A. The range is 10-20% but the charge is currently 15%.
Variable 24A	Years Payable for the initial Lapse Protection Account Premium Charge	This is the number of years for which the initial Lapse Protection Account Premium Charge will be applied. The range is 1-5 years but it is currently 3 years.
Variable 24B	Lapse Protection Account Premium Charge	This is the Lapse Protection Account Premium Charge that is charged after the years payable for the initial period shown in Variable 24. The range is 7-15% but the charge is currently 11%.
Variable 25	Policy Fee Charge	The monthly charge applicable for all years. The range is \$1-15 but the charge is currently \$7.50.
Variable 26	Policy Account Value Administrative Charge	This is the maximum administrative charge that may deducted from the Policy Account Value on the Monthly Processing Date. It is based on a rate per \$1,000 times the face amount and the rate per \$1,000 ranges from \$.008-\$7.70.
Variable 27	Lapse Protection Account Administrative Charge	This is the charge that is deducted from the Lapse Protection Account on the Monthly Processing Date. It is shown as a dollar amount and varies based on the age, sex and risk class of the insured. The range is based on per \$1000 of rates applicable to that charge.
Variable 28	Lapse Protection Account Years Payable	The amount of years that the charge in Variable 27 is deducted from the Lapse Protection Account on the Monthly Processing Date. The range is 1-10 years but it is currently for 5 years.
Variable 29	4YT Rider Charge	This is the charge for the 4YT rider that is deducted from the Policy Account Value and Lapse Protection Account each month the rider is in effect. It is based on a rate per \$1,000 that ranges from \$0.00005 to \$0.40766.
Variable 30	Surrender Charge	This is the surrender charge that will be applicable in a given year. While the actual dollar amount of the surrender charge is shown here, it is based on a rate per \$1,000 for that charge and ranges from \$3-\$50.
Variable 31	COI Rate Table Policy Years for the Policy Account Value	The number of policy years for the Policy Account Value shown here is a function of the issue age of the younger insured. The cost of insurance charges end on the younger insured's age 121.
Variable 32	COI Rate per \$1000 for the Policy Account Value	This is the cost of insurance rate applicable to the policy for the Policy Account Value. There will be an applicable rate for each year from issue to the number of policy years determined in Variable 31. The

		range is \$0.00001 - \$83.33 per month.
Variable 33	COI Rate Table Policy Years for the Lapse Protection Account	The number of policy years for the Lapse Protection Account shown here is a function of the issue age of the younger insured. The cost of insurance charges end on the younger insured's age 121.
Variable 34	COI Rates per \$1000 for the Lapse Protection Account – low COI's	This is the cost of insurance rate per \$1000 applicable to the policy for the Lapse Protection Account. There will be an applicable rate for each year from issue to the number of policy years determined in Variable 33. The rates vary by issue ages, sexes, risk classes and duration. The range is \$0.00001 - \$83.33.
Variable 35	COI Rates per \$1000 for the Lapse Protection Account – high COI's	This is the cost of insurance rate per \$1000 applicable to the policy for the Lapse Protection Account. There will be an applicable rate for each year from issue to the number of policy years determined in Variable 33. The rates vary by issue ages, sexes, risk classes and duration. The range is \$0.00001 - \$83.33.
Variable 36	Benchmark Table Policy Years	The number of policy years shown here is a function of the younger insured's issue ages. The charge ends at age 121.
Variable 37	Benchmark Values per \$1000 for the Lapse Protection Account	Vary by issue ages, sexes, risk classes and policy duration and are expressed in per \$1000 values. It is based on a rate per \$1,000 that ranges from \$0.00-\$800.
Variable 38	Death Benefit Factors Table Policy Years	The number of policy years shown here is a function of the insureds' issue ages. The table of factors ends at age 100 since the factor is always 1.00 over age 100.
Variable 39	Death Benefit Factors	These are the factors used in determining the death benefit. The factors vary by issue age. There will be a factor for all years up to age 121, then the table indicates that the factor is 1.00 after age 121.
Variable 40	Free Look Period	This is on the policy's front cover in the Free Look Period provision. In your state, if the policy is issued as the result of a replacement, the free look period must be 30 days. Therefore, this will read either '10" days (for non-replacements), or "30" days (for replacements). However, this will never be less than 10 days.
Variable 41	Officer Signature(s) and Title(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 refilling.
Variable 42	Home 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.



The Guardian Life Insurance Company of America
A Mutual Company Established 1860
Customer Service Office
[Variable 19]

INSURED A [Variable 1]	[Variable 2]-[Variable 3]	AGE AND SEX
INSURED B [Variable 5]	[Variable 6]-[Variable 7]	
	[0000000]	POLICY NUMBER
ISSUE DATE [Variable 11]	[Variable 12]	POLICY DATE
FACE AMOUNT [Variable 9]		UNDERWRITING
		CLASSES
PLAN OF INSURANCE SURVIVORSHIP UNIVERSAL LIFE	[Variable 4]	INSURED A
INSURANCE	[Variable 8]	INSURED B

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 applications. This policy is issued and administered by Guardian at its Customer Service Office. Guardian's home office is [Variable 42]. **Guardian receives all communications at its Customer Service Office.**

[Variable 41]

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

FREE LOOK PERIOD:

The owner has the right to examine this policy and return it for cancellation to the Customer Service Office or to the agent from whom it was purchased within [Variable 40] days after receiving it. The policy and a written cancellation notice must be delivered or mailed to cancel this policy. Any notice given by mail is effective on being postmarked, properly addressed, and postage prepaid. If the policy is canceled during this period, Guardian will refund any amounts paid. The policy will be void from the beginning.

Survivorship Universal Life Insurance Policy

- Death Proceeds payable at the death of both insureds if policy is still in force
- No Death Benefit Payable Upon First Death
- Flexible premiums payable during either insured's lifetime ending at Attained Age 121 of Younger Insured
- Maturity Date is Attained Age 121 of the Younger Insured
- Participating-- However, No dividends are expected to be paid

POLICY DATA

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

OWNER [Variable 14]

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

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

MINIMUM PREMIUM TO ISSUE POLICY	\$ [Variable 17]
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MINIMUM FACE AMOUNT:
\$[Variable 18]

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

To obtain information about your coverage you may call your agent or contact our Customer Service Office at:
[Variable 19]

POLICY DATA

BENEFIT INFORMATION

BENEFIT/AMOUNT

FOUR YEAR TERM INSURANCE RIDER
FACE AMOUNT: [Variable 20]

EXPIRY DATE

[Variable 21]

POLICY EXCHANGE OPTION RIDER

POLICY LOANS

Loan interest is payable in arrears. Policy Loans bear interest at a yearly rate of 4.5%. Amounts held in the Loan Account and the Lapse Protection Loan Account are credited interest at a yearly rate of 3.5%.

See Policy Loans section for details on loan value.

INTEREST CREDITING RATES

As described in the Policy Account Value and Lapse Protection Account section of this policy, interest is credited to these amounts periodically. The interest rate applicable to the Policy Account Value will never be less than the minimum guaranteed annual interest rate of 3% (.00008909 daily). The annual interest rate applicable to the Lapse Protection Account is [Variable 22]% ([Variable 22A] daily).

PREMIUM CHARGE

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

POLICY DATA

MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT VALUE AND LAPSE PROTECTION ACCOUNT

1. COST OF INSURANCE (COI) CHARGES

The cost of insurance charge is deducted on each Monthly Processing Date. We base the monthly cost of insurance charge on our current monthly 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 the Policy Data pages. See the Monthly Cost of Insurance provision for further information.

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

2. ADMINISTRATIVE CHARGES

Administrative Charges are deducted from the Policy Account Value and Lapse Protection Account on each Monthly Processing Date as shown below.

- a policy fee of [Variable 25], and
- For the Policy Account Value, an administrative charge not to exceed \$[Variable 26] multiplied by the Initial Face Amount divided by \$1,000. For the Lapse Protection Account, an administrative charge of [Variable 27] for the first [Variable 28] policy years.

3. RIDER CHARGES

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

RIDER	DESCRIPTION OF CHARGE	POLICY YEARS PAYABLE
FOUR YEAR TERM INSURANCE RIDER	[Variable 29]	1 through 4

POLICY DATA

TRANSACTION DEDUCTIONS FROM THE POLICY ACCOUNT VALUE

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

<u>POLICY YEAR</u>	<u>SURRENDER CHARGE</u>
1	[\$Variable 30]
2	[Variable 30]
3	[Variable 30]
4	[Variable 30]
5	[Variable 30]
6	[Variable 30]
7	[Variable 30]
8	[Variable 30]
9	[Variable 30]
10	[Variable 30]
11	[Variable 30]
12	[Variable 30]
13	[Variable 30]
14	[Variable 30]
15	[Variable 30]
16	[Variable 30]
17	[Variable 30]
18	[Variable 30]
19	[Variable 30]
20 and thereafter	[Variable 30]

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 numbers 12-UL SG AR, 12-SUL SG 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