

**State:** Arkansas **Filing Company:** The Guardian Life Insurance Company of America  
**TOI/Sub-TOI:** L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life  
**Product Name:** Terminal Illness Rider  
**Project Name/Number:** Terminal Illness Rider /13-TIR

## Filing at a Glance

**Company:** The Guardian Life Insurance Company of America  
**Product Name:** Terminal Illness Rider  
**State:** Arkansas  
**TOI:** L071 Individual Life - Whole  
**Sub-TOI:** L071.101 Fixed/Indeterminate Premium - Single Life  
**Filing Type:** Form  
**Date Submitted:** 01/22/2013  
**SERFF Tr Num:** GARD-128820272  
**SERFF Status:** Closed-Approved-Closed  
**State Tr Num:**  
**State Status:** Approved-Closed  
**Co Tr Num:** 13-TIR

**Implementation**  
**Date Requested:**  
**Author(s):** Lisa Capella, Louis A Conte, Peter Diggins, Margaret Lewis-Forbes, John Monahan, Monica Wilson, Carline Hamilton, Kathleen Tobin  
**Reviewer(s):** Linda Bird (primary)  
**Disposition Date:** 01/30/2013  
**Disposition Status:** Approved-Closed  
**Implementation Date:**

**State Filing Description:**

**State:** Arkansas **Filing Company:** The Guardian Life Insurance Company of America  
**TOI/Sub-TOI:** L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life  
**Product Name:** Terminal Illness Rider  
**Project Name/Number:** Terminal Illness Rider /13-TIR

## General Information

Project Name: Terminal Illness Rider  
Project Number: 13-TIR  
Requested Filing Mode: Review & Approval  
Explanation for Combination/Other:  
Submission Type: New Submission  
Overall Rate Impact:

Status of Filing in Domicile:  
Date Approved in Domicile:  
Domicile Status Comments:  
Market Type: Individual  
Individual Market Type:  
Filing Status Changed: 01/30/2013  
State Status Changed: 01/30/2013  
Created By: Lisa Capella  
Corresponding Filing Tracking Number:

Deemer Date:  
Submitted By: Kathleen Tobin

### Filing Description:

Re: The Guardian Life Insurance Company of America  
Accelerated Death Benefit Rider, Form 13-TIR  
Accelerated Death Benefit Rider Summary and Disclosure Statement, Form 13-TIR Disc  
NAIC #: 429-64246 FEIN #: 13-5123390

Dear Commissioner:

Enclosed for your approval are the forms referenced above. These forms are new and do not replace any previously approved forms.

Rider form 13-TIR will be included in whole life policies in which Accelerated Death Benefit for Long Term Care Services rider is attached to the policy. The rider is intended to provide a terminal illness acceleration alternative to the LTC accelerate provided by the LTC rider. It will be marketed with an illustration. Both forms have a Flesch Reading Ease score of at least 50.

Form 13-TIR does not have a premium cost.

This rider provides for an accelerated death benefit payment to the owner if the insured is certified as Terminally Ill and if the owner submits a proper written request to Guardian. "Terminally Ill" means that the insured has been certified by a Physician as having an illness or physical condition which can reasonably be expected to result in death within 12 months. Proof acceptable to Guardian that the insured is Terminally Ill must be submitted before any accelerated death benefit payment is made.

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

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

The cash surrender value, loan value and death proceeds payable will be reduced by any lien outstanding due to the payment



**State:** Arkansas **Filing Company:** The Guardian Life Insurance Company of America  
**TOI/Sub-TOI:** L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life  
**Product Name:** Terminal Illness Rider  
**Project Name/Number:** Terminal Illness Rider /13-TIR

Fee Explanation: \$50 per form  
\$50 x 2 = \$100.00  
Per Company: No

Company	Amount	Date Processed	Transaction #
The Guardian Life Insurance Company of America	\$100.00	01/22/2013	66746780

SERFF Tracking #:

GARD-128820272

State Tracking #:

Company Tracking #:

13-TIR

State:

Arkansas

Filing Company:

The Guardian Life Insurance Company of America

TOI/Sub-TOI:

L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life

Product Name:

Terminal Illness Rider

Project Name/Number:

Terminal Illness Rider /13-TIR

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/30/2013	01/30/2013

**State:** Arkansas **Filing Company:** The Guardian Life Insurance Company of America  
**TOI/Sub-TOI:** L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life  
**Product Name:** Terminal Illness Rider  
**Project Name/Number:** Terminal Illness Rider /13-TIR

## Disposition

Disposition Date: 01/30/2013

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Statement of Variability for Disclosure forms		Yes
Form	Accelerated Death Benefit for Terminal Illness Rider		Yes
Form	Accelerated Death Benefit for Terminal Illness Rider Summary and Disclosure Statement		Yes

**State:** Arkansas **Filing Company:** The Guardian Life Insurance Company of America  
**TOI/Sub-TOI:** L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life  
**Product Name:** Terminal Illness Rider  
**Project Name/Number:** Terminal Illness Rider /13-TIR

## Form Schedule

### Lead Form Number: 13-TIR

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Accelerated Death Benefit for Terminal Illness Rider	13-TIR	POLA	Initial		52.000	13-TIR.pdf
2		Accelerated Death Benefit for Terminal Illness Rider Summary and Disclosure Statement	13-TIR Disc	OTH	Initial		50.000	13-TIR Disc.pdf

### Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages

# THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

## ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS RIDER

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

### DISCLOSURES

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

### Definitions

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

**Accelerated Benefit:** This means the portion of the death benefit that, upon receipt of the owner's written request, Guardian will pay in advance when the Insured has been certified as Terminally Ill.

**Additions:** As used in this rider, "Additions" refers to both paid up additions purchased under any rider attached to this policy and paid up additions purchased by dividends.

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

**Net Amount at Risk:** Net Amount at Risk on a given date means the face amount of the base policy plus any Additions, less the cash value of the base policy and any Additions, as of the date to which premiums have been paid. This calculation uses the values after any adjustment for accelerated payments made under an Accelerated Death Benefit for Long Term Care Services rider that may be attached to the policy.

**Physician:** As defined in Section 1861(r)(1) of the Social Security Act, a doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the state in which he or she performs such function or action and performs those functions within the scope of his or her license. It does not include the Insured, an owner under the base policy or any immediate family member of either the Insured or an owner.

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

### **Eligibility for the Payment of Benefits**

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

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

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

### **Limitations or Conditions on Eligibility of Benefits**

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

- Guardian must receive at its Customer Service Office the owner's written request for an Accelerated Benefit. Any such request must be in a form acceptable to Guardian. Such request must include a completed claim form and any Physician's certification regarding the Insured's medical condition as described in the Claim Form provision.
- Accelerated Benefit payments are limited by the Total Lien Limit.
- The owner may take a maximum of 4 liens per policy year.
- The policy must be in force other than as extended term insurance on the date the Accelerated Benefit is requested.
- Any assignee and any irrevocable beneficiary must consent in writing, in a form acceptable to Guardian, to the payment of the Accelerated Benefit on the date such benefit is requested. Such written consent must be received by Guardian at its Customer Service Office.
- While a lien is outstanding under this policy, no changes may be made to the plan or amount of the policy.
- If the Insured dies before a requested Accelerated Benefit has been paid, the request will be cancelled and we will pay the death proceeds, as defined in the policy to the beneficiary.
- The Accelerated Benefit will be paid to the owner or owner's estate while the insured is living, unless the Benefit has been otherwise assigned or designated in writing by the owner.

### **Liens**

When an Accelerated Benefit is paid under this rider, a lien is created against the policy. This lien is equal to the amount of the Accelerated Benefit we pay because of the owner's request (except as stated in the "Administrative Fee" and "Required Loan Repayment" provisions), plus lien carrying charges to the next policy anniversary. The new lien is added to any previous existing liens on the policy. Any outstanding lien will continue against the policy until the lien is repaid, or until the policy ends. Establishing a lien against the policy may require the repayment of all or part of an outstanding policy loan (See the "Required Loan Repayment" provision).

### **Lien Carrying Charges**

Any lien created under the policy will bear carrying charges at the rate described in this provision. Carrying charges are payable in advance on the date the lien was created and on each subsequent policy anniversary. Any unpaid lien carrying charges on a policy anniversary are added to the outstanding lien and will bear carrying charges at the applicable rate. If unpaid lien interest causes the outstanding lien to exceed the policy's face amount, the policy and rider will end at that time.

The rate we use to determine the carrying charges varies depending on the amount of the outstanding lien. If the outstanding lien is less than or equal to the cash value of the policy plus the cash value of any Additions, discounted to the date the lien carrying charges are determined, the lien carrying charge rate is equal to the lesser of:

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

For any amount of an outstanding lien which exceeds the cash value of the policy, plus the cash value of Additions, discounted to the date the lien carrying charges are determined, the lien carrying charge applicable to that excess amount will be equal to (b) above.

The rate used to discount the cash value to the date the lien carrying charges are determined is the lesser of (a) or (b) above.

The adjustable loan interest rate is based on the Moody's Corporate Bond Yield Average published by Moody's Investors Service, Inc., or any successor thereto, as of the calendar month ending two months before the first day of the month in which the policy anniversary falls. We will set this adjustable rate once each policy year, at the beginning of the policy year and it will not change until the following policy anniversary. If the index used to calculate the adjustable loan interest rate is discontinued, Guardian will obtain an appropriate substitute, and file this change for approval with the Interstate Insurance Product Regulation Commission.

### **Effects on the Policy When a Lien is Outstanding**

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

- The dividend payable will be affected by any outstanding lien and lien carrying charges during the policy year.
- The policy's face amount will not be reduced by the lien. However, the death proceeds payable if the Insured dies while the policy is in force will be reduced by the amount of any outstanding liens.
- The policy's cash value will not be reduced by the lien. However, the cash surrender value available upon surrender of the policy will be reduced by the amount of any outstanding lien. However, the cash surrender value will include a refund of any unearned lien carrying charges.
- The loan value of the policy will be reduced by the amount of any outstanding lien.
- If the policy lapses and continues as extended term insurance while there is an outstanding lien, the amount of the lien is deducted from the cash surrender value prior to determining the duration of extended term insurance. In addition, any outstanding lien is deducted in determining the face amount of the extended term insurance.
- If the policy lapses and continues as reduced paid-up insurance while there is an outstanding lien, the amount of the lien will not be deducted from the cash surrender value in determining the amount of reduced paid-up insurance. Instead, the lien will continue in effect on the policy. However, if the total lien exceeds the face amount of reduced paid-up insurance, the policy will end at that time.
- If the policy lapses while a lien is outstanding and is later reinstated, the lien must either be repaid or reinstated. If the rider is not reinstated, the lien must be repaid.

### **Total Lien Limit**

The Total Lien Limit is the policy's cash value as of the date to which premiums have been paid plus 80% of the Net Amount at Risk.

### **Amount of Accelerated Benefit Payment**

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

- (a) If the benefit amount requested plus any previous outstanding lien, plus lien carrying charges on the entire amount to the next policy anniversary, exceeds the Total Lien Limit, then we will reduce the amount payable so that this Limit is not violated.
- (b) In certain circumstances, the benefit amount requested may be reduced by a required loan repayment, as described in the "Required Loan Repayment" provision.
- (c) A fee is deducted from the first Accelerated Benefit paid under this policy as described in the "Administrative Fee" provision.

### **Administrative Fee**

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

**Required Loan Repayment**

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

- (a) is the requested Accelerated Benefit amount plus any previous outstanding lien, plus lien carrying charges on the entire amount to the next policy anniversary;
- (b) is the amount of any outstanding policy loan as of the date to which premiums have been paid; and
- (c) is the policy's cash value plus the cash value of any Additions as of the date to which premiums have been paid.

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

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

**Lien Repayment**

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

**Minimum Accelerated Benefit Amount**

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

**Notice of Claim**

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

**Claim Form**

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

**The Contract**

This rider is:

- Issued in consideration of the application;
- Attached to and made part of the base policy; and
- Subject to all of the applicable provisions of the base policy.

**Incontestability**

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

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

**Nonparticipation**

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

**Issue Date**

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

**Termination**

This rider terminates on the earliest of:

- The date the base policy terminates;
- The date of the Insured's death;
- Upon receipt of proper written request for cancellation at Guardian's Customer Service Office. This rider must be sent to the Customer Service Office for cancellation. However, if there is a lien outstanding, the rider cannot be cancelled unless the lien is repaid;
- Upon election of a policy value option providing for extended term insurance;
- Face amount of the basic policy is reduced to less than \$50,000; or
- The date the loan plus total lien, including lien carrying charges, exceeds the policy face amount plus the face amount of any Additions. This calculation is completed after any adjustments to these values are made in accordance with any payments made under an Accelerated Death Benefit for Long Term Care Services rider that may be attached to the policy. If this happens, this policy and any other riders also terminate.

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

**The Guardian Life Insurance Company of America**

Tracy Pridler  
Secretary



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

## **ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS RIDER SUMMARY AND DISCLOSURE STATEMENT**

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

### **EFFECTS OF AN ACCELERATED BENEFIT PAYMENT ON A LIFE INSURANCE POLICY**

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

**THE CASH SURRENDER VALUE, LOAN VALUE, AND DEATH PROCEEDS PAYABLE WILL BE REDUCED BY ANY LIEN OUTSTANDING DUE TO THE PAYMENT OF AN ACCELERATED BENEFIT. HOWEVER, THE POLICY'S FACE AMOUNT AND CASH VALUE ARE NOT AFFECTED BY ANY OUTSTANDING LIEN. IN ADDITION, ANY DIVIDEND PAYABLE WILL BE AFFECTED BY ANY OUTSTANDING LIEN AND LIEN CARRYING CHARGES DURING THE POLICY YEAR. WHILE A LIEN IS OUTSTANDING, THE POLICY WILL REMAIN IN FORCE AND THE FULL POLICY PREMIUM WILL STILL BE DUE (UNLESS THE POLICY IS PAID-UP OR PREMIUMS ARE THEN BEING WAIVED UNDER A WAIVER OF PREMIUM RIDER). HOWEVER, IF THE TOTAL LOAN PLUS OUTSTANDING LIEN, INCLUDING LIEN CARRYING CHARGES, EXCEEDS THE POLICY'S FACE AMOUNT PLUS THE FACE AMOUNT OF ANY ADDITIONS, THEN THE POLICY AND ANY OTHER RIDERS WILL END.**

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

### **TAX CONSEQUENCES**

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

### **GOVERNMENT ENTITLEMENTS**

**YOUR ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS, SUCH AS MEDICAL ASSISTANCE (MEDICAID), AID TO FAMILIES WITH DEPENDENT CHILDREN, AND SUPPLEMENTAL SECURITY INCOME ("SSI") MAY BE AFFECTED BY HAVING AN ACCELERATED DEATH BENEFIT RIDER AS PART OF YOUR LIFE INSURANCE POLICY OR BY RECEIVING AN ACCELERATED BENEFIT PAYMENT.**

**Exercising the option to receive an accelerated benefit payment and receiving such payment before applying for these programs, or while other government benefits are being received, may affect initial or continued eligibility. The appropriate social services agency (for example, the Medicaid Unit of the local Department of Public Welfare and Social Security Administration Office) should be consulted for more information concerning how receipt of an accelerated benefit payment will affect the eligibility of the recipient and/or the recipient's spouse or dependents.**

**LIMITS OF AN ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS RIDER**

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

**OTHER OPTIONS**

Even though it is attached to a policy, an Accelerated Death Benefit for Terminal Illness Rider does not have to be exercised. An Accelerated Death Benefit for Terminal Illness Rider provides you with an additional means of accessing cash under a life insurance policy. Alternatively, you may elect to receive a loan (if available under your policy) or surrender your policy.

**DEFINITIONS**

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

**Net Amount at Risk:** Net Amount at Risk on a given date means the face amount of the base policy plus any additions, less the cash value of the base policy and any additions, as of the date to which premiums have been paid.

**Total Lien Limit:** The Total Lien Limit is the policy’s Cash Value as of the date to which premiums have been paid plus 80% of the Net Amount at Risk. The percentage will be locked in, at the insurance attained age, when the first accelerated benefit payment is made.

**THE ACCELERATED BENEFIT PAYMENT**

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

**LIMITATIONS OR CONDITIONS ON ELIGIBILITY OF BENEFITS**

Accelerated Benefit payments are limited by the Total Lien Limit. The owner may take a maximum of 4 liens per policy year. The policy must be in force other than as extended term insurance on the date the accelerated benefit is requested. If the policy is in force as paid-up insurance on the date the first accelerated benefit is requested, the amount of paid-up insurance must be at least \$100,000.

**ADMINISTRATIVE FEE**

A one-time Administrative Fee of \$250 will be charged the first time that an Accelerated Benefit is paid under this rider. This charge is associated with administrative costs for processing an Accelerated Benefit payment to the owner.

**COST**

There is no additional premium charged to add an Accelerated Death Benefit for Terminal Illness Rider to a life insurance policy.

**TERMINATION**

This Accelerated Death Benefit for Terminal Illness Rider will terminate the date the policy terminates or, if earlier on:

- The date of the insured’s death;
- Upon receipt of proper written request for cancellation or to continue policy as Extended Term Insurance;
- Upon election of a Policy Value Option providing for reduced paid-up insurance, if the amount of reduced paid-up insurance is less than \$100,000 and no accelerated benefit has ever been paid under this rider; or
- The date the loan plus total lien, including lien carrying charges, exceeds the policy face amount plus the face amount of any additions.

**ACKNOWLEDGEMENT**

I hereby acknowledge that I have received and read this disclosure Statement.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Proposed Owner (if other than Proposed Insured)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Agent Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

SERFF Tracking #:

GARD-128820272

State Tracking #:

Company Tracking #:

13-TIR

**State:** Arkansas **Filing Company:** The Guardian Life Insurance Company of America  
**TOI/Sub-TOI:** L071 Individual Life - Whole/L071.101 Fixed/Indeterminate Premium - Single Life  
**Product Name:** Terminal Illness Rider  
**Project Name/Number:** Terminal Illness Rider /13-TIR

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
AR TIR Certificate of Compliance with Rule 19 and 49.pdf			
Readabiity TIR.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	L-AP-2011 AR was previously approved by your Department on 6/7/11 File #48906.		
Attachment(s):			
L-AP-2011 AR.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:			
Attachment(s):			
Statement of Variability for 13-TIR.pdf			
Statement of Variability for 13-TIR Disc.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability for Disclosure forms		
Comments:			
Attachment(s):			
Statement of Variability for Disclosure Forms.pdf			



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

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

13-TIR

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

---

Title

January 15, 2013

---

Date



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

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

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

<u>Form Title</u>	<u>Form Number</u>	<u>Flesch Score</u>
Accelerated Death Benefit for Terminal Illness Rider	13-TIR	52*
Accelerated Death Benefit for Terminal Illness Rider Summary and Disclosure Statement	13-TIR DISC	50*

These forms are printed, except for specification pages, schedules and tables, in not less than ten point type, one point leaded.

\*Defined terms were removed for purposes of scoring.

Name: Pete Diggins  
Title: Director, Individual Life -Product Filings and Compliance  
Date: January 15, 2013



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
8. Marital Status: Married Single Divorced Separated Widowed
9. Driver's License Number Driver's License State
10. Primary Residence (Do not use P.O. Box)
11. How long at this address?
12. Home phone 13. E-mail address
14. Telephone Interview - if more information is needed, a representative may call you.

SECTION B Employment Information

- 1. Name of Employer
2. Street Address
3. Business Phone 4. Business Web Site
5. Occupation 6. Job Title
7. Nature of Business
8. How many years employed?



**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 <i>(see key)</i>
					<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 (Prior Year)	\$	\$
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?.....<br><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



# 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

# The Guardian Life Insurance Company of America

## Statement of Variability for 13-TIR

Our submission of the above form for approval includes an area in the form that has been bracketed as variable.

**Variable 1: Officer(s) Title(s) and Signature(s)**

The rider form submitted has the officer signature and title bracketed. If the officer or title changes, we would like to be able to modify the rider without refilling.

# The Guardian Life Insurance Company of America

## Statement of Variability for 13-TIR Disc

Our submission of the above form for approval includes an area in the form that has been bracketed as variable.

### **Variable 1: Customer Service Office**

This is the current address of our Customer Service Office, which is currently 3900 Burgess Place, Bethlehem, PA 18017. We are considering this as variable data since we would like to retain the ability to change the address of the company without resubmitting this disclosure.

# **The Guardian Life Insurance Company of America**

## **Statement of Variability for 13-LTC Rate Disclosure, 13-LTC Personal Worksheet and 13-LTC Notice**

Our submission of the above forms for approval includes an area in the forms that has been bracketed as variable.

### **Variable 1: Customer Service Office**

This is the current address of our Customer Service Office, which is currently 3900 Burgess Place, Bethlehem, PA 18017. We are considering this as variable data since we would like to retain the ability to change the address and phone number of the company without resubmitting the outline of coverage.