

**The GUARDIAN** Life Insurance Company of America  
A Mutual Life Insurance Company  
7 Hanover Square, New York, New York 10004

Incorporated 1860 By The Laws of The State of New York

Amendment to Group Policy No. G- 00520314-

(To be attached to and made a part of the Policy)

The Policyholder and the Insurance Company hereby agree that Group Policy No. G- 00520314- is hereby amended effective December 31, 2015 as follows:

Your Employer Rider is hereby declared null and void and replaced with the revised corresponding Employer Rider attached hereto.



**The Guardian** Life Insurance Company of America

A Mutual Company - Incorporated 1860 by the State of New York  
7 Hanover Square, New York, New York 10004

**POLICYHOLDER:** KALAMAZOO VALLEY COMMUNITY COLLEGE

<b>GROUP POLICY NUMBER</b>	<b>DELIVERED IN</b>	<b>POLICY DATE</b>
G-00520314	Michigan	December 31, 2015

**POLICY ANNIVERSARIES:** January 1st of each year, beginning in 2017

**THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA** (herein called the Insurance Company) in consideration of the Application for this Policy and of the payment of premiums as stated herein, **AGREES** to pay benefits in accordance with and subject to the terms of this Policy.

Premiums are payable by the Policyholder as hereinafter provided. The first premium is due on the Policy Date, and subsequent premiums are, during the continuance of this Policy, due on the 1st of each month

This Policy is delivered in the jurisdiction specified above and is governed by the laws thereof.

The provisions set forth on the following pages are part of this Policy.

This Policy takes effect on the Policy Date specified above.

IN WITNESS WHEREOF, THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA has caused this Policy to be executed as of March 4, 2016 which is its date of issue.

*Stuart J Shaw*  
Vice President, Risk Mgt. & Chief Actuary

**GROUP INSURANCE POLICY  
PROVIDING  
BENEFITS AS DESCRIBED HEREIN**

Dividends Apportioned Annually

## **THIS IS NOT INSURANCE**

### **Discount Programs**

Guardian planholders and covered persons can receive discounts on certain services and supplies from various companies.

These services and supplies are not covered by this plan. The entire discounted price must be paid directly to the company.

When this plan ends, access to these discounts for the planholder and for all covered persons end. When a covered person's coverage under this plan ends, his or her access to the discounts ends.

We reserve the right to change the terms of, or terminate, any of these programs at any time.

Planholders and covered persons will be provided with complete details regarding each program, including: (a) what is discounted, (b) the amount of the discounts; (c) how the discounts can be accessed; and (d) a telephone number to call with questions about the program.

The programs are:

**Office Max** - Discounts for planholders and covered persons on many office services and supplies.

**Dell Computers** - Discounts for planholders on computers and related equipment.

**Epic Hearing Care** - Discounts for planholders and covered persons on hearing exams and hearing aids.

**1-800-Flowers** - Discounts for planholders and covered persons on many floral products.

GP-1-VAP-07

P119.0004

## SCHEDULE OF INSURANCE AND PREMIUM RATES

This plan's classifications, and the option packages of benefits which are available to covered persons who are members of each classification, are shown below.

### Class Description

**Class 0001** ALL ELIGIBLE EMPLOYEES

GP-1-SI

P130.1566

### Option Packages Available

Employees may choose from the benefit packages available to members of their class. The option packages are summarized in "Summary of Option Packages" below.

GP-1-SI

P130.1710

Members of Class 0001 may choose from benefit option packages A and B.

GP-1-SI

P130.1568

### Summary of Option Packages

The following are summaries of the benefit option packages available. For a complete explanation of the benefits provided by this plan, including all limitations and exclusions, please read the entire plan.

GP-1-SI

P130.1585

**Option A** Employee and Dependent Accident Coverage.

GP-1-SI

P130.8661

**Option B** Employee and Dependent Accident Coverage.

GP-1-SI

P130.8661

### All Options

### Schedule of Benefits

#### Employee And Dependent Accident Coverage

For limitations regarding the number of benefit payments per covered accident please refer to the BENEFIT section.

#### Benefits

Accident Emergency Room Treatment \$150.00

Accident Follow-Up Visit - Doctor \$25 up to 6 treatments

Accidental Death Employee: \$10,000.00  
Spouse: \$5,000.00  
Child: \$5,000.00

Accidental Death Common Carrier 200% of the Accidental Death benefit

Accidental Death Common Disaster 200% of the spouse's Accidental Death benefit

## Employee And Dependent Accident Coverage (Cont.)

Accidental Dismemberment - Limit for all losses due to same accident: \$10,000.00

Loss of a hand, foot or sight: 50% of  
Accidental Death benefit

Multiple Losses of hand, foot or sight:  
For more than one covered loss due to  
the same Accident, we will pay 100% of  
the Accidental Death benefit

Loss of thumb and index finger of same hand  
or Loss of four fingers of same  
hand: 25% of Accidental Death benefit

Loss of all toes of same foot: 25% of  
Accidental Death benefit

Accidental Death Seatbelt & Airbag benefit Seatbelt: \$10,000.00  
Seatbelt & Airbag: \$15,000.00

Air Ambulance \$500.00

Ambulance \$100.00

Appliance \$100.00

Blood/Plasma/ Platelets \$300.00

Burn 2nd Degree  
18 to 35 square inches: \$1,000.00  
over 35: \$3,000.00

3rd degree  
9 to 18 square inches: \$2,000.00  
18 to 35 square inches: \$4,000.00  
over 35: \$12,000.00

Burn - Skin Graft 50% of burn benefit

Catastrophic Loss Quadriplegia: 100% of Accidental Death  
Loss of speech and Hearing  
(both ears): 100% of Accidental Death  
Loss of cognitive function: 100% of Accidental Death  
Hemiplegia: 50% of Accidental Death  
Paraplegia: 50% of Accidental Death

Child Organized Sport Additional 20% of payable benefits

Coma \$7,500.00

Concussions \$50.00

Dislocations Closed/Open

Hip \$1,800.00/\$3,600.00

Knee \$900.00/\$1,800.00

Shoulder \$270.00/\$540.00

Collar bone (sternoclavicular) \$450.00/\$900.00

## Employee And Dependent Accident Coverage (Cont.)

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Collar bone (acromioclavicular and separation)	\$90.00/\$180.00
Ankle or foot	\$720.00/\$1,440.00
Lower jaw	\$270.00/\$540.00
Wrist or elbow	\$270.00/\$540.00
Toe or finger	\$90.00/\$180.00
Bones of the hand	\$270.00/\$540.00
Diagnostic Exam (Major)	\$100.00
Emergency Dental Work	Crown: \$200.00 Extraction: \$50.00
Epidural Anesthesia Pain Management	\$100.00
Eye Injury	\$200.00
Family Care	\$20.00 per day
Fracture	<u>Closed/Open</u>
Skull (depressed)	\$2,250.00/\$4,500.00
Skull (non-depressed)	\$900.00/\$1,800.00
Hip, Thigh (femur)	\$1,350.00/\$2,700.00
Vertebrae, body of (excluding vertebrae processes)	\$675.00/\$1,350.00
Pelvis	\$675.00/\$1,350.00
Leg	\$675.00/\$1,350.00
Bones of the face or nose	\$315.00/\$630.00
Upper jaw, maxilla	\$315.00/\$630.00
Upper arm (humerous)	\$315.00/\$630.00
Lower jaw, mandible	\$270.00/\$540.00
Shoulder blade	\$270.00/\$540.00
Vertebral process	\$270.00/\$540.00
Forearm	\$270.00/\$540.00
Kneecap	\$270.00/\$540.00
Foot (except toes)	\$270.00/\$540.00
Ankle	\$270.00/\$540.00
Rib	\$225.00/\$450.00
Coccyx	\$180.00/\$360.00
Finger, toe	\$90.00/\$180.00
Hospital Admission	\$750.00
Hospital Confinement	\$175.00 per day
Hospital ICU Admission	\$1,500.00

## Employee And Dependent Accident Coverage (Cont.)

Hospital ICU Confinement	\$350.00 per day
Initial Physician's office/Urgent care facility treatment	\$50.00
Knee Cartilage	\$500.00
Joint Replacement	Hip: \$1,500.00 Knee: \$750.00 Shoulder: \$750.00
Laceration	No sutures required: \$20.00 Lacerations less than 5 cm: \$40.00 Lacerations at least 5 cm but less than 15 cm: \$150.00 Lacerations at least 15 cm or more: \$300.00
Lodging	\$100.00 per day
Occupational or Physical Therapy	\$25 per day
Prosthetic Device/Artificial Limb	1: \$500.00 2 or more: \$1,000.00
Reasonable Accomodation to Home or Vehicle	\$2,500.00
Rehabilitation Unit Confinement	\$150.00 per day
Ruptured Disc With Surgical Repair	\$500.00
Surgery	Cranial, open-abdominal or thoracic: \$1,000.00 Hernia \$125.00
Surgery - Exploratory or Arthroscopic	\$150.00
Tendon/Ligament/Rotator Cuff	1: \$250.00 2 or more: \$500.00
Transportation	\$400.00
X - Ray	\$20.00
GP-1-AC-SI-12	P476.0050

### **All Options**

### **Schedule of Benefits**

#### ***Effective Dates for Changes to Insurance***

GP-1-SI

P130.3343

### ***All Options***

#### ***Changes in Insurance Amounts***

Any increase or decrease in the amount of insurance on any individual shall become effective on the effective date of a change in the Employee's classification, except that any increase in the amount of insurance on an Employee or a Qualified Dependent eligible for benefits under an established benefit period shall become effective:

- in the case of an Employee not actively at work, on the day on which he returns to active work on a full-time basis (or the day on which his benefit period terminates, whichever is later) or



## **Schedule of Benefits**

### ***Effective Dates for Changes to Insurance (Cont.)***

- in the case of an Eligible Dependent confined to a hospital, on the day on which the dependent is discharged from the hospital (or the day on which his benefit period terminates, whichever is later).

In no event shall the insurance of an Eligible Dependent of an Employee who is not actively at work on a full-time basis be increased or decreased prior to the date such Employee returns to active work on a full-time basis.

GP-1-SI

P130.9324

## Schedule of Premium Rates

The monthly premium rates, in U.S. dollars, for the insurance provided under this plan are listed below.

GP-1-SI P130.9260

### **All Options**

### **Premium Rates**

#### ***Employee Accident Insurance***

GP-1-SI P130.8719

**All Options** All Classes

#### **Rate per Employee**

\$ 11.83

GP-1-SI P130.8725

### **All Options**

### **Premium Rates**

#### ***Dependent Spouse Accident Insurance***

GP-1-SI P130.8720

**All Options** All Classes

#### **Rate per Insured Spouse**

\$ 7.57

GP-1-SI P130.8726

### **All Options**

### **Premium Rates**

#### ***Dependent Child Accident Insurance***

GP-1-SI P130.8721

**All Options** All Classes

#### **Rate per Insured Child Unit**

\$ 8.05

GP-1-SI P130.8727

We have the right to change any premium rate(s) set forth above at the times and in the manner established by the provision of the group plan entitled "Premiums".

GP-1-SI P130.9298

**All Options**

**GENERAL PROVISIONS**

**Definitions**

As used in this policy:

"Guardian," "Insurance Company," "our," "us" and "we" mean The Guardian Life Insurance Company of America.

"Plan" means this group insurance policy.

"Covered person" means an employee or dependent insured by this policy.

GP-1-R-GENPRO-90

P140.0136

**All Options**

**Incontestability**

This Policy shall be incontestable after two years from its policy date, except for non-payment of premiums.

No statement in any application, except a fraudulent statement, made by a person insured under this policy shall be used in contesting the validity of his insurance or in denying a claim for a loss incurred, or for a disability which starts, after such insurance has been in force for two years during his lifetime.

If this policy replaces the group policy of another insurer, we may rescind this policy based on misrepresentations made in the policyholder's or a covered person's signed application for up to two years from this policy's policy date.

GP-1-R-INCY-90

P140.0150

**All Options**

**Associated Companies**

An associated company is a corporation or other business entity affiliated with the policyholder through common ownership of stock or assets.

If the policyholder asks us in writing to include an associated company under this policy, and we give our written approval, we'll treat employees of that company like the policyholder's employees. Our written approval will include the starting date of the company's coverage under this policy. But each eligible employee of that company must still meet all of the terms and conditions of this policy before he'll be insured.

The policyholder must notify us in writing when a company stops being associated with him. On the date a company stops being an associated company, this policy will end for all of that company's employees, except those employed by the policyholder or another covered associated company as eligible employees, on such date.

GP-1-R-AC-90

P140.0151

**All Options**

**Premiums**

Premiums due under this policy must be paid by the policyholder at an office of the Guardian or to a representative that we have authorized. The premiums must be paid as specified on the first page of this policy, unless by agreement between the policyholder and the Guardian, the interval of payment is changed. In that event, adjustment will be made to provide for payment annually, semi- annually, quarterly or monthly.

The premium due under this policy on each policy due date will be the sum of the premium charges for the insurance coverages provided under this policy. The premium charges are based upon the rates set forth in this policy's "Schedule of Insurance and Premium Rates" section.

However, we may change such rates: (a) on the first day of any policy month; (b) on any date the extent or terms of coverage for a policyholder are changed by amendment of this policy; (c) on any date our obligation under this policy with respect to a policyholder is changed because of statutory or other regulatory requirements; or (d) if this policy supplements, or coordinates with benefits provided by any other insurer, non-profit hospital or medical service plan, or health maintenance organization, on any date our obligation under this policy is changed because of a change in such other benefits.

We must give the policyholder 31 days written notice of the rate change. Such change will apply to any premium due on and after the effective date of the change stated in such notice.

### **Adjustment of Premiums Payable Other Than Monthly or Quarterly**

Under the above provision, if a premium rate is changed after an annual or semi-annual premium became payable with respect to coverage on and after the date of such change, the premium will be adjusted by a proportionate increase or decrease for the unexpired period for which the premium became payable. If the adjustment results in a decrease, the amount of the decrease will be paid to the policyholder by us. If the adjustment results in an increase, the amount of the increase will be considered a premium due on the date of the rate change. This policy's grace period provisions will apply to any such premium due.

### **Grace in Payment of Premiums - Termination of Policy**

A grace period of 31 days, without interest charge, will be allowed the policyholder for each premium payment except the first. If any premium is not paid before the end of the grace period, this policy automatically ends at the end of the grace period. However, if the policyholder gives us advance written notice of an earlier termination date during the grace period, this policy will end as of such earlier date.

If this policy ends during or at the end of the grace period, the policyholder will still owe us premium for all the time this policy was in force during the grace period.

This policy ends immediately on any date when an insurance coverage under this policy ends and, as a result, no benefits remain in effect under this policy.

GP-1-R-PREM-90

P140.0529

### **All Options**

#### **Term of Policy - Renewal Privilege**

This policy is issued for a term of one (1) year from the policy date shown on the first page of this policy. All policy years and policy months will be calculated from the policy date. All periods of insurance hereunder will begin and end at 12:01 A.M. Standard Time at the policyholder's place of business.

If this policy provides coverage on a non-contributory basis, 100% of the employees eligible for insurance must be enrolled for coverage. If dependent coverage is provided on a non-contributory basis, all eligible dependents must be enrolled.

The policyholder may renew this policy for a further term of one (1) year, on the first and each subsequent policy anniversary. All renewals are subject to the payment of premiums then due, computed as provided in this policy's "Premiums" section.

However, we have the right to decline to renew this policy, or any coverage hereunder on any policy anniversary or premium due date, if, on that date: (a) less than 10 employees are insured under this policy; or (b) with respect to a non-contributory policy, less than 100% of those employees eligible are insured under this policy; or (c) with respect to a contributory policy, less than 75% of those employees eligible are insured under this policy.

P140.0626

If this policy provides dependents coverage, we may decline to renew such coverage on any policy anniversary or premium due date, if: (a) with respect to a non-contributory policy, less than 100% of all eligible dependents are enrolled for coverage under this policy; or (b) with respect to a contributory policy, less than 75% of those employees eligible for dependents coverage are insured as such.

The policyholder may cancel this policy at any time by giving us 31 days advance written notice. This notice must be sent to our Home Office. And the employer will owe us all unpaid premiums for the period this plan is in force.

## **The Contract**

The entire contract between the Guardian and the policyholder consists of this policy, and the policyholder's application, a copy of which is attached hereto or endorsed hereon.

We can amend this policy at any time, without the consent of the insured employees or any other person having a beneficial interest therein, as follows:

We can amend this policy: (a) upon written request made by the policyholder and agreed to by the Guardian; (b) on any date our obligation under this policy with respect to a policyholder is changed because of statutory or other regulatory requirements; or (c) if this policy supplements, or coordinates with benefits provided by any other insurer, non-profit hospital or medical service plan, or health maintenance organization, on any date our obligation under this policy is changed because of a change in such other benefits.

If we amend the policy, except upon request made by the policyholder, we must give the policyholder written notice of such amendment.

Any amendments to this policy will be without prejudice to any claim arising prior to the date of the change.

No person, except by a writing signed by the President, a Vice President or a Secretary of The Guardian, has the authority to act for us to: (a) determine whether any contract, policy or certificate of insurance is to be issued; (b) waive or alter any provisions of any insurance contract or policy, or any requirements of The Guardian; or (c) bind us by any statement or promise relating to the insurance contract issued or to be issued; or (d) accept any information or representation which is not in a signed application.

All personal pronouns in the masculine gender used in this policy, will be deemed to include the feminine also, unless the context clearly indicates the contrary.

GP-1-R-TERM-90

P140.0627

### **All Options**

#### **Clerical Error - Misstatements**

Neither clerical error by the policyholder, a participating employer or the Guardian in keeping any records pertaining to insurance under this policy, nor delays in making entries thereon, will invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated. However, upon discovery of such error or delay, an equitable adjustment of premiums will be made.

Premium adjustments involving return of unearned premium to the policyholder will be limited to the period of 90 days preceding the date of our receipt of satisfactory evidence that such adjustments should be made.

If the age of an employee, or any other relevant facts, are found to have been misstated, and the premiums are thereby affected, an equitable adjustment of premiums will be made. If such misstatement involves whether or not an insurance risk would have been accepted by us, or the amount of insurance, the true facts will be used in determining whether insurance is in force under the terms of this policy, and in what amount.

#### **Statements**

No statement will void the insurance under this policy, or be used in defense of a claim hereunder unless: (a) in the case of the policyholder, it is contained in the application signed by him; or (b) in the case of a covered person, it is contained in a written instrument signed by him.

All statements will be deemed representations and not warranties.

GP-1-R-CE-90

P140.0309

**All Options**

**Assignment**

An employee's right to assign any interest under this policy is governed as follows:

- Any death benefits (including any basic term life, supplemental term life, optional term life or accidental death and dismemberment coverages) provided by this policy, may not be assigned.
- With respect to accident and health insurance, both the employee's certificate and his right to insurance benefits under this policy are not assignable. However, the employee may direct us, in writing, to pay hospital, surgical, major medical, or dental benefits to the recognized provider who provided the covered service for which benefits became payable. We may honor such request at our option. But, the employee may not assign his right to take legal action under this policy to such provider. And we assume no responsibility as to the validity or effect of any such direction.

**Assignment By Policyholder**

Assignment or transfer of the interest of the policyholder will not bind us without our written consent thereto.

GP-1-R-ASSIGN-90

P140.0165

**All Options**

**Dividends**

The portion, if any, of the divisible surplus of the Guardian allocable to this policy at each policy anniversary will be determined annually by the Board of Directors of the Guardian and will be credited to this policy as a dividend on such anniversary, provided this policy is continued in force by the payment of all premiums to such anniversary.

Any dividend under this policy will be paid to the policyholder in cash, or at the option of the policyholder it may be applied to the reduction of the premiums then due.

In the event that the employees are contributing toward the cost of the coverage under any group policy issued to the policyholder and the aggregate dividends under this policy and any other group policy or policies issued to the policyholder are in excess of the policyholder's share of the aggregate cost, such excess will be applied by the policyholder for the sole benefit of the employees.

Payment of any dividend to the policyholder will completely discharge our liability with respect to the dividend so paid.

GP-1-R-DIV-90

P140.0168

**All Options**

**Employee's Certificate**

We will issue to the policyholder, for delivery to each employee insured under this policy, a certificate of coverage. The certificate will state the essential features of the insurance to which the employee is entitled and to whom the benefits are payable. But the certificate does not constitute a part of this policy and will in no way modify any of the terms and conditions set forth in this policy.

In the event this policy is amended, and such amendment affects the material contained in the certificate of coverage, a rider or revised certificate reflecting such amendment will be issued to the policyholder for delivery to affected employees.

**Claims of Creditors**

Except when prohibited by the laws of the jurisdiction in which this policy was issued, the insurance and other benefits under this policy will be exempt from execution, garnishment, attachment, or other legal or equitable process, for the debts or liabilities of the covered persons or their beneficiaries.

## Records - Information To Be Furnished.

The policyholder must keep a record of the insured employees containing, for each employee, the essential particulars of the insurance which apply to the employee. The policyholder must periodically forward to us, on our forms, such information concerning the employees in the classes eligible for insurance under this policy as may reasonably be considered to have a bearing on the administration of the insurance under this policy and on the determination of the premium rates. For benefits which are based on an employee's salary, changes in an employee's salary must promptly be reported to us. The policyholder's payroll and other such records which have a bearing on the insurance must be furnished to us at our request at any reasonable time.

GP-1-R-CERT-90

P140.0167

### **All Options**

## Examination and Autopsy

We have the right to have a doctor of our choice examine the person for whom a claim is being made under this policy as often as we feel necessary. And we have the right to have an autopsy performed in the case of death, where allowed by law. We'll pay for all such examinations and autopsies.

GP-1-R-EA-90

P140.0166

### **All Options**

## Accident And Health Claims Provisions

An employee's right to make a claim for any accident and health benefits provided by this plan is governed as follows:

**Notice:** The employee must send us written notice of an injury or sickness for which a claim is being made within 20 days of the date the injury occurs or the sickness starts. This notice should include his name and plan number. If the claim is being made for one of the employee's covered dependents, the dependent's name should also be noted.

**Proof of Loss:** We'll furnish the employee with forms for filing proof of loss within 15 days of receipt of notice. But if we don't furnish the forms on time, we'll accept a written description and adequate documentation of the injury or sickness that is the basis of the claim as proof of loss. The employee must detail the nature and extent of the loss for which the claim is being made. He must send us written proof within 90 days of the loss.

If this plan provides weekly loss-of-time insurance, the employee must send us written proof of loss within 90 days of the end of each period for which we're liable. If this plan provides long term disability income insurance, he must send us written proof of loss within 90 days of the date we request. For any other loss, he must send us written proof within 90 days of the loss.

**Late Notice or Proof:** We won't void or reduce a claim if the employee can't send us notice or proof of loss within the required time. But he must send us notice and proof as soon as reasonably possible.

**Payment of Benefits:** We'll pay benefits for loss of income once every 30 days for as long as we're liable, provided the employee submits periodic written proof of loss as stated above. We'll pay all other accident and health benefits to which the employee's entitled as soon as we receive written proof of loss.

We pay all accident and health benefits to the employee, if he is living. If he's not living, we have the right to pay all accident and health benefits, except dismemberment benefits, to one of the following: (a) his estate; (b) his spouse; (c) his parents; (d) his children; (e) his brothers and sisters; or (f) any unpaid provider of health care services. See "Employee Accidental Death and Dismemberment Benefits" for how dismemberment benefits are paid.

When the employee files proof of loss, he may direct us, in writing, to pay health care benefits to the recognized provider of health care who provided the covered service for which benefits became payable. We may honor such direction at our option. But we can't tell the employee that a particular provider must provide such care. And the employee may not assign his right to take legal action under this plan to such provider.

**Limitation of Actions:** The employee can't bring a legal action against this plan until 60 days from the date he files proof of loss. And he can't bring legal action against this plan after three years from the date he files proof of loss.

**Workers' Compensation:** The accident and health benefits provided by this plan are not in place of and do not affect requirements for coverage by Worker's Compensation.

GP-1-R-AH-90

P140.0169



**All Options**

**ELIGIBILITY FOR ACCIDENT COVERAGE  
EMPLOYEE COVERAGE**

**Eligible Employees**

Subject to the conditions of eligibility set forth below, and to all of the other conditions of this plan, an employee is eligible if he is in an eligible class of employees and is an active full-time employee or part-time employee.

If an employee is a partner or proprietor, we will treat him like an employee if he meets this plan's conditions of eligibility.

**Conditions Of Eligibility**

An employee is eligible for accident coverage if he is:

- Legally working in the United States, or working outside of the United States for a United States based employer in a country or region approved by us; and
- Regularly working at least the number of hours in the normal work week set by the employer at: (1) the employer's place of business; (2) some place where the employer's business requires the employee to travel; or (3) any other place the employee and the employer have agreed upon for the performance of occupational duties.

An employee is **not** eligible for accident coverage if he is:

- A temporary or seasonal employee; or
- An employee for whom, pursuant to a collective bargaining agreement, the employer makes any payments to any kind of health and welfare benefit plan other than under this plan.

**Enrollment Requirement:** If an employee must pay all or part of the cost of coverage, we will not cover him until he enrolls and agrees to make the required payments.

GP-1-EC-90-1.0

P476.1225

**All Options**

**The Service Waiting Period:** If the employee is in an eligible class, he is eligible for accident coverage under this plan after he completes the service waiting period, if any, established by the employer.

GP-1-EC-90-4.0

P476.1226

**All Options**

**Multiple Employment:** If an employee works for both the employer and a covered associated company, or for more than one covered associated company, we will treat the employee as if only one firm employs him. The employee will not have multiple accident coverages under this plan. But, if this plan uses the amount of an employee's earnings to set the rates, determine class, figure coverage amounts, or for any other reason, such earnings will be figured as the sum of earnings from all covered employers.

GP-1-EC-90-5.0

P476.3526

## **All Options**

**Coverage During Temporary Layoff or Leave of Absence:** If an employee's active Full-Time service ends because of lay off or leave of absence approved by the employer, the employee may continue his insurance, subject to continued payment of premium, until the earlier of: (a) the end of the temporary layoff or employer approved leave of absence; and (b) months following the date the temporary layoff or approved leave of absence begins. If the employee becomes disabled under this plan while coverage is being continued during a temporary layoff or leave of absence, an employee's eligibility for benefits will be governed by all the term of this Plan.

GP-1-EC-90-5.0

P476.3527

## **All Options**

### **When Employee Coverage Starts**

An employee's eligibility date is the date he has met all of the conditions of eligibility.

Whether the employee must pay all or part of the cost of coverage, he must elect to enroll and agree to make the required payments before coverage will start. If the employee does this on or before his eligibility date, his coverage is scheduled to start on his eligibility date. If the employee does this within 31 days after his eligibility date, his coverage is scheduled to start on his eligibility date. If the employee elects to enroll and agrees to make the required payments more than 31 days after his eligibility date, his coverage is scheduled to start on the date he signs the enrollment form.

On the date all or part of the employee's coverage is scheduled to start, he must be: (1) actively at work; (2) fully capable of performing the major duties of his regular occupation; and (3) working his regular number of hours. In that case, the employee's coverage will start at 12:01 A.M. Standard Time for his place of residence on that date. In any other case, we will postpone the start of his coverage until the date he: (a) returns to active work; (b) is working his regular number of hours; and (c) is fully capable of performing the major duties of his regular occupation. Sometimes, a scheduled effective date is not a regularly scheduled work day. If the scheduled effective date falls: on a holiday; on a vacation day; on a non- scheduled work day; during a layoff of less than 180 days in duration; during an approved leave of absence not due to sickness or injury, of 90 days or less; or on a day during a period of absence that is less than 7 days in duration; and if: (a) the employee was fully capable of performing the major duties of his regular occupation for the employer on a regular basis at 12:01 AM standard time for his place of residence on the scheduled effective date; and (b) he was performing the major duties of his regular occupation and working his regular number of hours on his last regularly scheduled work day; his coverage will start on the scheduled effective date.

**Exception to When Employee Coverage Starts:** If an employee is not capable of performing the major duties of his regular occupation for the employer on a full-time basis on the date his coverage is scheduled to start, he will be insured for accident insurance if:

1. he was insured under the prior insurer's group or individual accident policy at the time of the transfer;
2. he is a member of an eligible class;
3. premiums for the employee were paid up to date ;and
4. he is not receiving or eligible to receive benefits under the prior insurer's group or individual accident policy.

Any accident benefit payable will be the lesser of:

1. the accident benefit payable under the Group Policy; or
2. the accident benefit payable under the prior insurer's group accident or individual policy had it remained in force.

The accident benefit payable will be reduced by any amount paid by the prior insurer's group or individual accident policy.

All other provisions under this Policy will apply under the Exception to When Employee Coverage Starts.

The employee will remain insured under this provision until the first to occur of:

1. the date he is fully capable of performing the major duties of his regular occupation for the employer on a full-time basis;
2. the date insurance terminates for one of the reasons stated in When Employee Coverage Ends;
3. the last day of a period of 12 consecutive months which begins on the Policy effective date; or
4. the last day the employee would have been covered under the prior insurer's group or individual Accident policy, had the prior plan not terminated.

GP-1-EC-90-6.0

P476.1228

### **All Options**

## **An Employee's Right To Continue Accident Coverage During A Family Leave Of Absence**

**Important Notice:** This section may not apply to the employer's plan. The employee must contact his employer to find out if he or she must allow for a family leave of absence under federal law. If he or she must allow for such leave, this section applies.

**If An Employee's Coverage Would End:** An employee's accident coverage would normally end because he ceases work due to an approved leave of absence. But, he may continue his coverage if the leave has been granted to: (1) allow him to care for a seriously injured or ill spouse, child or parent; (2) after the birth or adoption of a child; (3) due to his own serious health condition; or (4) because of a Serious Injury or Illness arising out of the fact that his spouse, child, parent or next of kin who is a covered service member is on active duty, or has been notified of an impending call or order to active duty, in the armed forces in support of a contingency operation. To continue employee's coverage, he will be required to pay the same share of the premium as he paid before the leave of absence.

**When Continuation Ends:** Continued coverage will end on the earliest of the following:

- The date the employee returns to active work.
- In the case of a leave granted to the employee to care for a covered service member, the end of a total leave period of 26 weeks in one 12 month period. This 26 week total leave period applies to all leaves granted to the employee under this section for all reasons. If the employee takes an additional leave of absence in a subsequent 12 month period, continued coverage will cease at the end of a total leave period of 12 weeks.
- In any other case, the end of a total leave period of 12 weeks in any 12 month period.
- The date on which the employer's plan is terminated or he is no longer eligible for coverage under this Plan.
- The end of the period for which premium has been paid.

**Definitions:** As used in this section, the terms listed below have the meanings shown below:

- **Active Duty:** This term means duty under a call or order to active duty in the Armed Forces of the United States.
- **Contingency Operation:** This term means a military operation that: (1) is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations or hostilities against an enemy of the United States or against an opposing military force; or (2) results in the call or order to, or retention on, active duty of members of the uniformed services under any provision of law or during a national emergency declared by the President or Congress.
- **Covered Service member:** This term means a member of the Armed Forces, including a member of the National Guard or Reserves, who for a Serious Injury or Illness is: (1) undergoing medical treatment, recuperation or therapy; (2) otherwise in Outpatient Status; or (3) otherwise on the temporary

disability retired list.

- **Next Of Kin:** This term means the employee's nearest blood relative.
- **Outpatient Status:** This term means, in the case of a Covered Service Member, that he or she is assigned to: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- **Serious Injury Or Illness:** This term means, in the case of a Covered Service Member, an Injury or illness incurred by him or her in line of duty on Active Duty in the Armed Forces that may render him or her medically unfit to perform the duties of his or her: (1) office; (2) grade; (3) rank; or (4) rating.

GP-1-EC-90-7.0

P476.1230

### ***All Options***

## **When Employee Coverage Ends**

The employee's coverage will end on the first of the following dates:

- The date his active service ends for any reason. Active service ends when the employee no longer: (1) is actively at work; and (2) working his regular number of hours.
- The date he stops being an eligible employee under this plan.
- The date he no longer is working in the United States or working outside of the United States for a United States based Employer in a country or region approved by us.
- The date this group Plan ends, or is discontinued for a class of employees to which he belongs.
- The last day of the period for which required payments are made for the employees.

GP-1-EC-90-8.0

P476.1231

**All Options**

**Definitions**

GP-1-EC-90-DEF-1

P473.0014

**All Options**

**Employee:** This term means a person who works for you at your place of business, and whose income is reported for tax purposes using a W-2 form.

GP-1-EC-90-DEF-3

P473.0015

**All Classes**

**Full-time:** This term means the employee regularly works at least the number of hours in the normal work week set by you, but not less than 30 hours per week.

GP-1-EC-90-DEF-4

P473.0016

**All Options**

**Plan:** This term means the Guardian group Accident Insurance plan purchased by you.

GP-1-EC-90-DEF-6

P476.1233

**All Options**

**We, Us, Our and Guardian:** These terms mean The Guardian Life Insurance Company of America.

GP-1-EC-90-DEF-9

P473.0024

**All Options**

**You and Your:** These terms mean the employer who purchased this Accident Insurance plan.

GP-1-EC-90-DEF-10

P476.1234

**All Options**

**DEPENDENT COVERAGE**

GP-1-DEP-90-1.0

P473.0027

**All Options**

**Eligible Dependents For Dependent Accident Coverage**

An employee's eligible dependents are: (1) his legal spouse; (2) unmarried dependent children from birth until they reach age 26.

GP-1-DEP-90-2.0

P476.1253

**All Options**

**Adopted Children And Step-Children**

An employee's "unmarried dependent children" include his legally adopted children and his step-children. But, step-children must depend on the employee for most of their support and maintenance. We treat a child as legally adopted from the time the child is placed in the employee's home for the purpose of adoption. We treat such a child this way whether or not a final adoption order is ever issued.

**Dependents Not Eligible**

We exclude any dependent who is on active duty in any armed force. And, we exclude any dependent who is covered by this plan as an employee. Upon notice of entry into service, pro rata unearned premiums will be refunded.

A child may be an eligible dependent of more than one employee who is insured under this Plan. In that case, the child may be insured for dependent accident benefits by only one employee at a time.

GP-1-DEP-90-3.1

P476.1241

**All Options**

**When Dependent Coverage Starts**

In order for dependent coverage to start, an employee must already be covered for employee coverage, or enroll for employee and dependent coverage at the same time.

Subject to the Exception below and to all of the other terms of this plan, the date dependent coverage starts depends on when the employee elects to enroll his initial dependents and agrees to make any required payments.

If an employee does this on or before his eligibility date, the dependent's coverage is scheduled to start on the later of the 1st day of the month which coincides with or next follows his eligibility date and the date the employee becomes covered for employee coverage.

If the employee does this after his eligibility date, the coverage is scheduled to start on the later of the 1st day of the month which coincides with or next follows the date he signs the enrollment form and the date he becomes covered for employee coverage.

Once an employee has dependent child coverage for his initial dependent child(ren) any newly acquired dependent children will be covered as of the date he or she is first eligible.

GP-1-DEP-90-6.0

P476.1244

**All Options**

**Exception:** We will postpone the effective date of a dependent's, other than a newborn child's, coverage if, on that date, he or she is: (1) confined to a hospital or other health care facility; (2) home confined; or (3) unable to perform two or more activities of daily living. In that case, we will postpone the effective date of his or her coverage until the day after the date: (a) of his or her discharge from such facility; (b) his or her home confinement ends; or (c) he or she is no longer requires assistance with two or more activities of daily living. If a dependent was covered under a prior plan at transfer, this language will not apply to the amount of coverage that was in force with the prior plan.

GP-1-DEP-90-7.0

P476.1245

## **All Options**

### **When Dependent Coverage Ends**

Dependent coverage ends for all of an employee's dependents when his employee coverage ends. Dependent coverage also ends for all of an employee's dependents when he stops being a member of a class of employees eligible for such coverage. And, it ends when this Plan ends, or when dependent coverage is dropped from this plan for all employees or for his class.

If the employee is required to pay all or part of the cost of dependent coverage, and fails to do so, his dependent coverage ends. It ends on the last day of the period for which he made the required payments, unless coverage ends earlier for other reasons.

An employee's dependent's coverage ends when he or she stops being an eligible dependent. This happens to a child at 12:01 A.M. on the date the child attains this Plan's age limit, when he or she marries, or when a step-child is no longer dependent on the employee for support and maintenance. or for an employee's handicapped child who has reached the age limit, when he or she marries or is no longer dependent on the employee for support and maintenance. It happens to a spouse when a marriage ends in legal divorce or annulment.

GP-1-DEP-90-9.0

P476.1247

**All Options**

**Definitions**

GP-1-DEP-90-DEF-1

P473.0036

**All Options**

**Eligibility Date:** For dependent coverage, this term means the earliest date on which: (a) the employee has eligible dependents; and (b) is eligible for dependent coverage.

GP-1-DEP-90-DEF-2

P473.0037

**All Options**

**Eligible Dependent:** This term is defined in the "Eligible Dependents For Dependent Accident Coverage " section.

GP-1-DEP-90-DEF-3

P476.1267

**All Options**

**Enrollment Period:** This term means the 31 day period which starts on the date that the employee is eligible for dependent coverage.

GP-1-DEP-90-DEF-4

P473.0040

**All Options**

**Employee** means a person who works for the employer at the employer's place of business, and whose income is reported for tax purposes using a W-2.

GP-1-DEP-90-DEF-5

P473.0041

**All Options**

**Initial Dependents:** This term means those eligible dependents the employee has at the time he or she first becomes eligible for employee coverage. He or she may not have any dependents at this time. If he or she later acquires them, the first eligible dependents he or she acquires are his or her initial dependents.

GP-1-DEP-90-DEF-8

P473.0042

**All Options**

**Newly Acquired Dependent:** This term means an eligible dependent the employee acquires after he or she already has coverage in force for initial dependents.

GP-1-DEP-90-DEF-9

P473.0043

**All Options**

**Plan** means the Guardian group Accident Coverage plan purchased by you.

GP-1-DEP-90-DEF-11

P476.1272



## All Options

### ACCIDENT COVERAGE

Subject to all of this *plan's* terms, this *plan* will pay the benefits described below if a *covered person* sustains an injury or incurs a loss as a result of a covered accident which occurs on or after the date he or she becomes insured by this *plan*. This *plan* pays no benefits other than what is specifically listed below.

All terms in italics are defined terms with special meanings. See the "Definitions" section of this plan. Other terms with special meanings are defined where they are used.

GP-1-AC-IC-12

P476.0002

## All Options

### Benefits

**Accident Emergency Room Treatment:** We pay the amount shown in the Schedule of Insurance if a *covered person* is examined or treated by a doctor in a *hospital emergency room* for the initial treatment of injuries sustained in a *covered accident* within 72 hours after the *covered accident*. This benefit is payable once per *covered person* per *covered accident*. We will not pay the Accident Emergency Room Treatment benefit and the Initial Doctor's Office/Urgent Care Facility benefit for the same *covered accident*.

**Accident Follow-Up Visit:** We pay the amount shown in the Schedule of Insurance if a *covered person* requires additional follow up treatments (not including occupational, speech or *physical therapy* or chiropractic treatment) after initial *emergency room* treatment or *doctor's office/urgent care facility* treatment. We pay up to 6 treatments per *covered person* per *covered accident*. Treatment must begin within 60 days of a *covered accident* and be completed within 365 days.

**Accidental Death:** We pay the amount shown in the Schedule of Insurance if a *covered person* sustains an *injury* in a *covered accident* that causes his or her death. The *injury* must cause his or her death within 90 days of the *covered accident*. If we pay this benefit, we will not pay the Accidental Death Common Carrier benefit.

**Accidental Death Common Carrier:** We pay the amount shown in the Schedule of Insurance if a *covered person's accidental death* is due to a *covered accident* which occurs while the *covered person* is riding as a fare-paying passenger in a public conveyance. If we pay this benefit, we will not pay the Accidental Death benefit.

**Accidental Death Common Disaster:** We pay the increased amount shown in the Schedule of Insurance if both an employee and his or her insured spouse die in a *covered accident* or in separate *covered accidents* within the same 24 hour period. The benefit increase applies to the insured spouse's benefit.

**Accidental Dismemberment:** We pay the amount shown in the Schedule of Insurance if a listed loss is sustained by a *covered person* due to injuries caused by a *covered accident*.

- "Loss of a hand" means the hand is completely severed at or above the wrist.
- "Loss of a foot" means the foot is completely severed at or above the ankle.
- "Loss of sight" means total and permanent loss of sight.
- "Loss of thumb and index finger of same hand" or "Loss of four fingers of same hand" means complete severance at the metacarpophalangeal joints of the same hand. This benefit is not payable if benefits have been paid for "Loss of hand".
- "Loss of all toes of same foot" means complete severance at the metatarsalphalangeal joint. This benefit is not payable if benefits have been paid for "Loss of foot".

We will not pay more than \$10,000.00 for all losses due to the same *covered accident*.

**Accidental Death Seatbelt and Airbag benefit:** We pay the seatbelt amount shown in the Schedule of Insurance if a *covered person* dies due to injuries sustained in a *covered accident* while properly wearing a seatbelt. We will pay the Seatbelt and Airbag amount shown in the Schedule of Insurance if a *covered person* dies as a direct result of an automobile *accident* while both properly wearing a seatbelt, and sitting in a seat equipped with an airbag. We will not pay both the Seatbelt and Seatbelt and Airbag benefit for the same *covered accident*.

**Air Ambulance:** We pay the amount shown on the Schedule of Insurance if a *covered person* is transported by air ambulance to or from a *hospital* or between medical facilities for treatment of injuries sustained as the result of a *covered accident* within 48 hours of a *covered accident*. This benefit is payable once per *covered person* per *covered accident*.

**Ambulance:** We pay the amount shown on the Schedule of Insurance if a licensed ambulance company transports a *covered person* by ground to or from a *hospital* or between medical facilities for treatment of injuries sustained as a result of a *covered accident* within 90 days of *covered accident*. This benefit is payable once per *covered person* per *covered accident*.

**Appliance:** We pay the amount shown on the Schedule of Insurance if a *covered person* uses an *appliance* prescribed by a *doctor* as necessary due to an *injury* sustained as a result of a *covered accident*. An *appliance* includes wheelchairs, leg or back braces, crutches, walkers, walking boot that extends above the ankle, and brace for the neck. Use of the *appliance* must begin within 90 days of *covered accident*. This benefit is payable once per *covered person* per *covered accident*.

**Blood/Plasma/Platelets:** We pay the amount shown in the Schedule of Insurance if as the result of a *covered accident* a *covered person* receives a transfusion, administration, cross matching, typing and processing of blood/plasma/platelets within 90 days of the *covered accident*. This benefit is payable once per *covered person* per *covered accident*.

**Burn:** We pay the amount shown in the Schedule of Insurance if a *covered person* receives burns as a result of a *covered accident* and is treated by a *doctor* within 72 hours of the *covered accident*. If a *covered person* meets more than one of the burn classifications, we pay the higher amount. This benefit is payable once per *covered person* per *covered accident*.

**Burn - Skin Graft:** We pay the amount shown in the Schedule of Insurance when medically necessary grafting of the skin is received by a *covered person* for a burn that was payable under the Burn benefit. This benefit is payable once per *covered person* per *covered accident*.

**Catastrophic Loss:** We pay the amount shown in the Schedule of Insurance if a *covered person* suffers a catastrophic loss within 365 days of a *covered accident* due to injuries sustained in a *covered accident*. This benefit is payable once per *covered person* per *covered accident*. If a Catastrophic Loss benefit is paid, an Accidental Dismemberment benefit will not be paid for the same or attached body part.

GP-1-AC-BEN-12

P476.0003

### **All Options**

**Child Organized Sport:** We pay the additional amount shown on the Schedule of Insurance if the *covered accident* occurred while an *employee's* covered dependent child is participating in an *organized sport*. The child must be insured by this plan on the date the *accident* occurred. The covered child must be 18 years of age or younger.

**Coma:** We pay the amount shown in the Schedule of Insurance if as the result of a *covered accident* a *covered person* is in a *coma* lasting at least 7 consecutive days characterized by the absence of eye opening, verbal response, and motor response. The condition must require intubation for respiratory assistance, be diagnosed or treated by a *doctor* within 90 days of the *covered accident*. This benefit is not payable for a

medically induced *coma*.

**Concussions:** We pay the amount shown in the Schedule of Insurance if a *covered person* sustains a concussion as the result of a *covered accident* and is diagnosed within 72 hours of the *covered accident*. This benefit is payable once per *covered person* per *covered accident*.

**Dislocations:** We pay the amount shown in the Schedule of Insurance if a *covered person* is injured and suffers a *dislocation* as the result of a *covered accident*. A *dislocation* must be diagnosed by a *doctor* within 90 days of the *covered accident*. The *dislocation* must be corrected by open (surgical) or closed (non-surgical) reduction.

For multiple *dislocations* due to the same *covered accident*, we will pay no more than two times the benefit amount for the joint involved with the highest benefit amount.

For partial *dislocations*, we will pay 25% of the benefit shown in the Schedule of Insurance for a closed reduction.

**Diagnostic Exam (Major):** We pay the amount shown in the Schedule of Insurance if a *covered person* receives one of the following imaging studies due to a *covered accident*: Computerized Tomography (CT scan), computerized axial tomography (CAT), magnetic resonance imaging (MRI or electroencephalography (EEG). The imaging study must be prescribed by a *doctor* and performed in a *doctor's* office or in a *hospital* on an *inpatient* or *outpatient* basis. This benefit is payable once per *covered person* per *covered accident*.

**Emergency Dental Work:** We pay the amount shown in the Schedule of Insurance if a *covered person* suffers a broken tooth as the result of a *covered accident* and it is repaired by a *dentist* with a dental crown and/or dental extraction. The dental services must begin within 60 days of the *covered accident*. One dental crown and one dental extraction is payable per *covered person* per *accident*.

**Epidural Anesthesia Pain Management:** We pay the amount shown in the Schedule of Insurance if a *covered person* is prescribed and receives an epidural administered for pain management for injuries received as a result of a *covered accident*. The epidural must be administered in a *hospital* or *doctor's* office and is payable twice per *covered person* per *accident*. This benefit is not payable for an epidural administered during a surgical procedure.

**Eye Injury:** We pay the amount shown in the Schedule of Insurance if a *covered person* is injured as the result of a *covered accident* and suffers an *eye injury*. They *eye injury* must require surgery or the removal of a foreign object by a *doctor* within 90 days of a *covered accident*. This benefit is payable once per *covered person* per *covered accident*.

**Family Care:** We pay the amount shown in the Schedule of Insurance if a *covered person* is injured as the result of a *covered accident* and is confined in a *hospital*, ICU or *alternate care* or *rehabilitative facility* and an *employee* has a child or children attending a *child care center*. The benefit is payable for each child attending a *child care center* while the *covered person* is confined. The child attending the *child care center* does not need to be insured under this Policy for Accident coverage but must meet the eligibility requirements found in the Dependent Eligibility section. This benefit is payable for up to 30 days within 365 days of the *covered accident*. This benefit is payable once per child per *covered accident*.

**Fracture (Bone):** We pay the amount shown in the Schedule of Insurance if a *covered person* suffers a *fracture* as a result of a *covered accident* and it is diagnosed within 90 days of the *covered accident*. The *fracture* must require open (surgical) or closed (non-surgical) reduction by a *doctor*. This benefit is payable for up to two *fractures* per *covered person* per *covered accident*. If there are more than two *fractures*, we will pay the highest two benefit amounts per *covered person* per *covered accident*. We pay 25% of the amount shown in the Schedule of Insurance for the closed reduction of a bone with a chip *fracture* that was a result of a *covered accident*.

## **All Options**

**Hospital Admission:** We pay the amount shown in the Schedule of Insurance if a *covered person* is admitted to a *hospital* within 180 days of a *covered accident* as a result of injuries sustained in a *covered accident*. This benefit is payable once per *covered person* per *covered accident*. This benefit is not payable for *emergency room* treatment, *outpatient treatment*, or a *hospital* stay less than 20 hours in an observation unit. We will not pay the Hospital Admission and Hospital Intensive Care Unit Admission benefits for the same *covered accident*.

**Hospital Confinement:** We pay the amount shown in the Schedule of Insurance if a *covered person* is confined to a *hospital* within 180 days of a *covered accident* as a result of injuries sustained in a *covered accident*. This benefit is payable up to 365 days per *covered accident*. This benefit is not payable for a *hospital* stay less than 20 hours. We pay either the Hospital Confinement or the Hospital Intensive Care Unit Confinement benefits for each day.

**Hospital Intensive Care Unit Admission:** We pay the amount shown in the Schedule of Insurance if a *covered person* is admitted directly to a *hospital intensive care unit* within 30 days of a *covered accident* as a result of injuries sustained in a *covered accident*. This benefit is payable once per *covered person* per *covered accident*. This benefit is not payable for *emergency room* treatment, *outpatient treatment*, or a *hospital* stay less than 20 hours in an observation unit. We will not pay the Hospital Admission and the Hospital Intensive Care Unit Admission benefits for the same *covered accident*.

**Hospital Intensive Care Unit Confinement:** We pay the amount shown in the Schedule of Insurance if a *covered person* is confined to a *hospital intensive care unit* within 30 days of a *covered accident* as a result of injuries sustained in a *covered accident*. This benefit is payable up to 15 days per *covered accident*. This benefit is not payable for a *hospital intensive care unit* stay less than 20 hours. We pay either the Hospital Confinement or the Hospital Intensive Care Unit Confinement for each day.

**Initial Doctor's Office/Urgent Care Facility Treatment:** We pay the amount shown in the Schedule of Insurance if a *covered person* is examined or treated by a *doctor* in a *doctor's office* or *urgent care facility* for the initial treatment of a *covered accident* within 30 days after the *covered accident*. This benefit is payable once per *covered person* per *covered accident*. We will not pay the Accident Emergency Room Treatment benefit and the Initial Doctor's Office/Urgent Care Facility Treatment benefit for the same *covered accident*.

**Knee Cartilage:** We pay the amount shown in the Schedule of Insurance if a *covered person* tears, ruptures or severs knee cartilage (meniscus) as the result of a *covered accident* and requires surgical repair. The *injury* must be treated by a *doctor* within 60 days after the *covered accident* and repaired through surgery within 365 days.

**Joint Replacement:** We pay the amount shown in the Schedule of Insurance if due to an *injury* sustained in a *covered accident* a *covered person* requires a hip, knee, or shoulder joint replacement. The joint replacement must be performed by a *doctor* within 90 days of a *covered accident* and is payable once per *covered person* per *covered accident*.

**Laceration:** We pay the amount shown in the Schedule of Insurance if a *covered person* sustains a laceration as a result of a *covered accident* and it is repaired by a *doctor* within 72 hours of the *covered accident*. The amount we pay will be based on the total length of all lacerations received in any one *covered accident* which require repair. This benefit is payable once per *covered person* per *covered accident* for a laceration with no sutures and once per *covered person* per *covered accident* for a laceration which required sutures.

**Lodging:** We pay the amount shown in the Schedule of Insurance for a *companion's* hotel/motel stay during the period of time a *covered person* is confined to the *hospital* as the result of a *covered accident*. This benefit is payable up to 30 days per *covered person* per *covered accident* and is only payable while the insured is confined to the *hospital*. The *hospital* must be more than 50 miles from the residence of the *covered person*.

**Occupational or Physical Therapy:** We pay the amount shown in the Schedule of Insurance if a *covered*

*person* requires occupational or *physical therapy* due to injuries sustained in a *covered accident*. Treatment must begin within 60 days of the *covered accident*, be completed within 6 months, and be performed by a licensed *occupational* or *physical therapist*. This benefit is payable up to 10 treatments per *covered person* per *covered accident*.

**Prosthetic Device/Artificial Limb** - We pay the amount shown in the Schedule of Insurance if due to injuries sustained in a *covered accident* a *covered person* receives one or more prosthetic devices/artificial limbs as prescribed by a *doctor* for functional use due to the loss of a hand, foot or sight of an eye. The device or limb must be prescribed within 365 days of the *covered accident* and is payable once per *covered person* per *covered accident*. This benefit is not payable for hearing aids, dental aids (including false teeth), eyeglasses, or cosmetic prostheses such as hair wigs.

**Reasonable Accommodation to Home or Vehicle:** We pay the amount shown in the Schedule of Insurance for a required modification made to a *covered person's* place of residence or vehicle if the *covered person* suffers an Accidental Dismemberment or Catastrophic Loss due to a *covered accident*. The modification must be made within two years of the *covered accident* and is payable once per *covered person* per *covered accident*.

**Rehabilitation Unit Confinement:** We pay the amount shown in the Schedule of Insurance if a *covered person* is confined to rehabilitation unit due to injuries sustained in a *covered accident*. This benefit is payable up to 15 days per *covered person* per *covered accident* but cannot exceed 30 days per calendar year. We will not pay the Rehabilitation Unit Confinement and the Hospital Confinement benefits for the same day.

**Ruptured Disc With Surgical Repair:** We pay the amount shown in the Schedule of Insurance if a *covered person* receives a ruptured disc in his spine as a result of injuries sustained in a *covered accident*. The *injury* must be treated by a *doctor* within 60 days of the *covered accident* and surgically repaired within 365 days of the *covered accident*. This benefit is payable once per *covered person* per *covered accident*.

GP-1-AC-BEN-12

P476.0009

### **All Options**

**Surgery (cranial, open-abdominal, thoracic, hernia):** We pay the amount shown in the Schedule of Insurance if a *covered person* undergoes cranial, open-abdominal, thoracic, or hernia surgery due injuries sustained to a *covered accident*. Cranial, open-abdominal, and thoracic surgery must be performed within 72 hours of the *covered accident*. Hernia surgery must be diagnosed within 30 days of *covered accident* and surgery must be performed within 60 days. If more than one surgery is performed, we pay the benefit with the highest dollar amount. This benefit is payable once per *covered person* per *covered accident*.

**Surgery (Exploratory and Arthroscopic):** We pay the amount shown in the Schedule of Insurance if a *covered person* undergoes exploratory or arthroscopic surgery as a result of injuries sustained in a *covered accident* and the surgery takes place within 60 days of the *covered accident*. This benefit is payable once per *covered person* per *covered accident*. Hernia repair is not covered under this benefit. This benefit is not payable if the Surgery or Tendon/Ligament/Rotator Cuff benefits are payable for the same surgery.

**Tendon/Ligament/Rotator Cuff:** We pay the amount shown in the Schedule of Insurance if a *covered person* receives a torn, ruptured or severed tendon, ligament, or rotator cuff as the result of injuries sustained in a *covered accident*. The *injury* must be treated within 60 days of the *covered accident* and repaired through surgery within 365 days of the *covered accident*. This benefit is payable once per *covered person* per *covered accident*.

**Transportation:** We pay the amount shown in the Schedule of Insurance if a *covered person* must travel

more than 50 miles one way to receive special treatment at a *hospital* or free standing treatment facility due to a *covered accident*. The treatment must be prescribed by a *doctor* and not available locally. This benefit is payable up to three times per *covered person* per *covered accident* and is not payable if transportation is provided by *ambulance* or *air ambulance*.

**X - Ray:** We pay the amount shown in the Schedule of Insurance if a *covered person* receives an x-ray as the result of injuries sustained in a *covered accident*. The test must be prescribed by a *doctor* and performed in a *doctor's* office or a *hospital* on an *inpatient* or *outpatient* basis and performed within 90 days of the *covered accident*. This benefit is payable once per *covered person* per *covered accident*.

**Payment of Benefits:** For covered loss of life, we pay the beneficiary described below.

For all other covered losses, we pay the *covered person*, if he or she is living. If not, we pay the beneficiary described below. We pay all benefits in a lump sum, as soon as we receive proof of loss which is acceptable to us. This should be sent to us as soon as possible.

**The Beneficiary:** The *employee* decides who gets this benefit if he or she dies. He or she should have named a beneficiary on his or her enrollment form. The *employee's* beneficiary designation should be maintained by his or her *employer*. The *employee* can change his or her beneficiary at any time by giving us written notice, unless he or she has assigned this insurance. But the change will not take effect until the *employer* gives the *employee* written confirmation of the change.

If the *employee* named more than one person, but didn't tell us what their shares should be, they will share equally. If someone the *employee* named dies before the *employee*, that person's share will be divided equally by the beneficiaries still alive, unless the *employee* has specified otherwise.

If there is no beneficiary when the *employee* dies, we will pay this benefit to one of the following: (a) his or her estate; (b) his or her spouse; (c) his or her parents; (d) his or her children; or (e) his or her brothers and sisters.

GP-1-AC-BEN-12

P476.0011

## EXCLUSIONS

This *plan* will not pay benefits for any injury caused by or related to, directly or indirectly:

- Sickness, disease, mental infirmity or medical or surgical treatment.
- Voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless: (1) it was prescribed for a *covered person* by a *doctor*, and (2) it was used as prescribed. In the case of a non-prescription drug, this *plan* does not pay for any *accident* resulting from or contributed to by use in a manner inconsistent with package instructions. "Controlled substance" means anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time.
- Declared or undeclared war, act of war, or armed aggression.
- Service in the armed forces, National Guard, or military reserves of any state or country.
- Taking part in a riot or civil disorder.
- Commission of, or attempt to commit a felony or to which a contributing cause was the *covered person's* being engaged in an illegal occupation.
- Treatment rendered or *hospital confinement* outside the United States or Canada.
- Intentionally self inflicted injury, while sane or insane.
- Suicide or attempted suicide, while sane or insane.
- Travel or flight in any kind of aircraft, including any aircraft owned by or for the *employer* except as a fare-paying passenger on a common carrier.
- Participation in any kind of sporting activity for compensation or profit, including coaching or officiating.
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.

- Participation in hang gliding, bungee jumping, sailgliding, parasailing, parakiting ballooning, parachuting, or skydiving.
- Job related or on the job injuries.
- An accident that occurred before the *covered person* is covered by this *plan*.
- Injuries to a dependent child received during the birth.

GP-1-AC-EXC-12-MI

P476.0017

## PORTABILITY PRIVILEGE

**Definition:** As used in this provision, the terms "port" and "to port" mean to choose a portable certificate of coverage which provides *accident* coverage.

**Portability Conditions:** Portability is subject to all of the conditions described below.

- The *employee* may port his or her coverage or coverage for any of *his or her* dependents if coverage under this *plan* ends because he or she: (1) has terminated employment; (2) stops being a member of an eligible class of *employees*; or (3) this *plan* ends.
- The *employee* may not Port his or her coverage or coverage for any of *his or her* dependents if: (1) coverage under this *plan* ends due to his or her failure to pay any required Premium; or (2) he or she has reached age 70 on or before *his or her* coverage under this *plan* ends.

**Portability Options:** The *employee* may port: (1) his or her coverage only; (2) his or her coverage and the coverage of his or her covered spouse; (3) his or her coverage and the coverage of all of his or her covered dependents; or (4) if the *employee* is a single parent, his or her coverage and the coverage of all of his or her covered dependent children. No other combinations will be allowed.

A dependent must be covered as of the date the *employee* coverage under this *plan* ends in order to be eligible to port.

If an *employee* dies while covered for dependent *accident* coverage, his or her spouse may port the dependent *accident* coverage as described above. The *employee's* spouse and dependent children must be covered under this *plan* on the date of his or her death. But this option is not available if (1) there is no surviving spouse; or (2) the surviving spouse has reached age 70 on the date the *employee* dies.

**The Portable Certificate of Coverage:** The portable certificate of coverage provides group *accident* coverage. The benefits provided by the portable certificate of coverage are the same as the benefits provided by this *plan*.

The premium for the portable certificate of coverage will be based on: (1) the *covered person's* rate class under this *plan*; and (2) the *covered person* or his or her surviving spouse's age bracket as shown in the Accident Portability Coverage Premium Notice.

**How to Port:** The *employee* or his or her surviving spouse must: (1) apply to *us* in writing; and (2) pay the required premium. The *employee* or his or her surviving spouse must do this within 31 days from the date his or her coverage under this *plan* ends.

We will not ask for *proof* that the *employee* or his or her surviving spouse are in good health.

GP-1-AC-PORT-12

P476.0020

## All Options

### DEFINITIONS

This section defines certain terms appearing in this *plan*.

**Accident:** This term means an event or occurrence that was not reasonably foreseeable, or that could not have been reasonably expected or anticipated. The term *accident* does not include a *sickness*.

**Accidental death:** This term means death caused by an *accident* independent of *sickness*, bodily infirmity, or any other cause and which is not excluded under the Limitations & Exclusions section.

**Alternate Care Facility:** This term means a facility that is licensed according to state and/or local laws to provide skilled care, intermediate care, intermingled care, custodial care, or rehabilitative care as an alternative to care at a *Hospital*.

**Child care center:** This term means a program of child care which: (1) is provided in a facility that is licensed as a day care center or is operated by a licensed day care provider; and (2) charges a fee for the care of children. The term does not include child care provided by a: (a) parent; (b) stepparent; (c) grandparent; (d) sibling; (e) aunt; or (f) uncle.

**Covered Accident:** This term means an *accident* that:

- Occurs while the covered person's coverage under this *plan* is in effect.
- Results in a bodily *injury* and
- Is not otherwise excluded under the terms of this *plan*.

**Covered Person:** This term means an *employee* or dependent insured by this *plan*.

**Common Carrier:** This term means any land, air or water conveyance operated under a license to transport passengers for hire.

**Coma:** This term means a state of complete mental unresponsiveness, due to *injury*, with no evidence of appropriate responses to stimulation, as diagnosed by a *doctor*.

**Companion:** This term means a spouse, domestic partner, civil union partner, sibling, child, parent, grandparent, or any primary care giver.

**Dentist:** This term means a licensed *doctor* of dentistry, operating within the scope of his or her license, in the state in which he or she is licensed.

**Dislocation:** This term means a completely separated joint due to an *injury*. A partial *dislocation* means the joint is misaligned but not completely dislocated, as diagnosed by a *doctor*.

**Doctor:** This term means any medical practitioner We are required by law to recognize. He or she must: (1) be properly licensed or certified by the laws of the state where he or she practices; and (2) provide services that are within the lawful scope of his or her practice.

**Emergency room:** This term means a department of the *hospital* that is designated for emergency care of accidental injuries. This area must be staffed & equipped to handle trauma, be supervised and provide treatment by *doctors*, and provide care seven days per week, 24 hours per day.

**Epidural Anesthesia:** This term means a form of regional anesthesia involving injection of drugs through a catheter placed into the epidural space. The epidural must be administered due to a *covered accident*, and does not include treatment for childbirth or diseases.



**Fracture:** This term means a broken bone that can be determined by a diagnostic exam. A chip *fracture* is a *fracture* in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

**Hospital:** This term means a short-term, acute care general facility, which:

- (1) is primarily engaged in providing, by or under the continuous supervision of *doctors*, to *inpatient s*, diagnostic services and therapeutic services for diagnosis, treatment and care of sick or injured persons;
- (2) has organized departments of medicine and major surgery;
- (3) has a requirement that every patient must be under the care of a *doctor* or *dentist*;
- (4) provides 24 hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- (5) is duly licensed by the agency responsible for licensing such *Hospitals*; and
- (6) is not, other than incidentally: (a) a place of rest; (b) a place primarily for the treatment of tuberculosis; (c) a place for the aged; (d) a place for drug addicts or alcoholics; or (e) a place for convalescent, custodial, educational or rehabilitative care.

**Hospital Intensive Care Unit:** This term means a designated area of a hospital that

- provides the highest quality of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care;
- is separate and apart from the surgical recovery room and from rooms, beds, wards, and units customarily used for patient confinement
- is permanently equipped with special lifesaving equipment for the care of the critically ill or injured;
- is under continuous observation by a specially trained nursing staff assigned exclusively to the intensive care unit on a 24 hour basis and is assigned a doctor on a full-time basis.

**Hospital Confinement:** This term means admission to a hospital as an inpatient for at least 24 consecutive hours by a doctor for an injury.

**Injury:** This term means unintentional physical damage or harm caused directly by an accident and not due to sickness, disease or any other causes. The injury must occur while a covered person is insured under this policy.

**Inpatient:** This term means a patient who is admitted to a hospital for an injury.

**Occupational Therapy:** This term means the treatment of a physically disabled person by means of constructive activities designed and adapted to promote the restoration of the person's ability to satisfactorily accomplish the ordinary tasks of daily living and those tasks required by the person's particular occupational role. Occupational therapy does not include diversional, recreational, vocational therapies (i.e. hobbies, arts and crafts).

**Occupational Therapist:** This term means a person, other than the covered person or a family member, who: 1) possesses the designation "Occupational Therapist Registered (OTR)", 2) is licensed by the state to practice occupational therapy, 3) performs services which are allowed by his licenses; and 4) performs services for which benefits are provided by this policy.

**Organized Sport:** This term means a sport activity that is governed by an organization and requires formal registration to participate. Proof of registration will be required at claim time.

**Outpatient Treatment:** This term means medical services that the covered person receives when not confined as an Inpatient in a Hospital.

**Physical Therapy:** This term means treatment by physical means, hydrotherapy, heat, or similar modalities, physical agents, bio-mechanical and neuro-physiological principles and devices. Such therapy is given to relieve pain, restore function, and to prevent disability following injury or loss of a body part.

**Physical Therapist:** This term means a person, other than the covered person or a family member, who: 1) is licensed by the state to practice physical therapy; 2) performs services which are allowed by his or her license; 3) performs services for which benefits are provided by this Policy and 4) practices according to the code of ethics of the American Physical Therapy Association.

**Rehabilitative unit:** This term means an appropriately licensed facility or separate section of a hospital that provides rehabilitation care services on an inpatient basis and is designated, staffed and equipped to provide restorative services under the supervision of a trained and experienced rehabilitation medicine doctor. A rehabilitation unit is not: a nursing home; an extended care facility; a skilled nursing facility; a rest home or home for the aged; a hospice care facility; a place for alcoholics or drug addicts; or an assisted living facility.

**Sickness:** This term means a disease, illness or other condition not related to injury including diseases or infections except when the due to an accidental cut or wound.

**Urgent Care Facility:** This term means a health care facility that is organizationally separate from a hospital and whose primary purpose is the offering and provision of immediate, short term medical care, without appointment, for urgent care.

**We, Us and Our:** These terms mean The Guardian Life Insurance Company of America.

GP-1-AC-DEF-12

P476.0026

\* \* \* \* \*

The foregoing amendment shall form a part of said Group Policy, provided both the Policyholder and the Insurance Company have hereto applied their respective signatures, and is subject to the agreements and covenants therein contained.

Dated at Appleton, WI This 4th Day of March, 2016

KALAMAZOO VALLEY COMMUNITY COLLEGE  
Full or Corporate Name of Policyholder

\_\_\_\_\_  
Witness BY: \_\_\_\_\_  
Signature and Title

**The Guardian** Life Insurance Company of America

*Stuart J Shaw*  
Vice President, Risk Mgt. & Chief Actuary

**PLEASE RETAIN THIS COPY FOR YOUR RECORDS**

GUR-1

P600.9002



\*END OF POLICY DOCUMENT\*

