



GUARDIANSM

**YOUR GROUP INSURANCE
PLAN BENEFITS**

CREIGHTON UNIVERSITY

CLASS 0001

LTD

The enclosed certificate is intended to explain the benefits provided by the Plan. It does not constitute the Policy Contract. Your rights and benefits are determined in accordance with the provisions of the Policy, and your insurance is effective only if you are eligible for insurance and remain insured in accordance with its terms.

CERTIFICATE OF COVERAGE

The Guardian
7 Hanover Square
New York, New York 10004

We, The Guardian, certify that the employee named below is entitled to the insurance benefits provided by The Guardian described in this certificate, provided the eligibility and effective date requirements of the plan are satisfied.

| Group Policy No. | Certificate No. | Effective Date |
|------------------|-----------------|----------------|
| Issued To | | |

This CERTIFICATE OF COVERAGE replaces any CERTIFICATE OF COVERAGE previously issued under the above Plan or under any other Plan providing similar or identical benefits issued to the Planholder by The Guardian.

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

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GENERAL PROVISIONS

As used in this booklet:

"Covered person" means an employee insured by this *plan*.

"Employer" means the *employer* who purchased this *plan*.

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

"Plan" means the Guardian *plan* of group insurance purchased by your *employer*.

"You" and "your" mean an employee insured by this *plan*.

CGP-3-R-GENPRO-90

B160.0013

Limitation of Authority

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, plan or certificate of insurance is to be issued; (b) waive or alter any provisions of any insurance contract or plan, or any requirements of The Guardian; (c) bind us by any statement or promise relating to any insurance contract issued or to be issued; or (d) accept any information or representation which is not in a signed application.

CGP-3-R-LOA-90

B160.0004

Incontestability

This *plan* is incontestable after two years from its date of issue, except for non-payment of premiums.

No statement in any application, except a fraudulent statement, made by a person insured under this *plan* 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 *plan* replaces a plan your *employer* had with another insurer, we may rescind the *employer's plan* based on misrepresentations made by the *employer* or an *employee* in a signed application for up to two years from the effective date of this *plan*.

CGP-3-R-INCY-90

B160.0003

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 *plan* 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.

CGP-3-R-EA-90

B160.0006

Accident and Health Claims Provisions

Your right to make a claim for any *accident and health* benefits provided by this *plan*, is governed as follows:

Notice You 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 your name and *plan* number.

Proof of Loss We'll furnish you 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. You must detail the nature and extent of the loss for which the claim is being made. You must send us written proof within 90 days of the loss.

If this plan provides weekly loss-of-time insurance, you 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, you must send us written proof of loss within 90 days of the date we request it. For any other loss, you must send us written proof within 90 days of the loss.

Late Notice of Proof We won't void or reduce your claim if you can't send us notice and proof of loss within the required time. But you 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 you submit periodic written proof of loss as stated above. We'll pay all other *accident and health* benefits to which you're entitled as soon as we receive written proof of loss.

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

When you file proof of loss, you 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 you that a particular provider must provide such care. And you may not assign your right to take legal action under this *plan* to such provider.

Limitations of Actions You can't bring a legal action against this *plan* until 60 days from the date you file proof of loss. And you can't bring legal action against this *plan* after three years from the date you file 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 Workers' Compensation.

CGP-3-R-AHC-90

B160.0014

ELIGIBILITY FOR DISABILITY COVERAGE

B329.0002

Employee Coverage

Eligible Employees To be eligible for employee coverage, you must be an active *full-time employee*. And you must belong to a class of *employees* covered by this *plan*.

Other Conditions You must:

- (a) be legally working in the United States.
- (b) be regularly working at least the number of hours in the normal work week set by your *employer* (but not less than hours per week), at:
 - (i) your *employer's* place of business;
 - (ii) some place where your *employer's* business requires you to travel; or
 - (iii) any other place you and your *employer* have agreed upon for performance of occupational duties.

Note: If you are working outside the United States on a temporary assignment and you meet all other conditions of eligibility, you will be covered by this *plan*, provided that: you are on an assignment, not exceeding one year, in a country or region that is not under a travel warning issued by the US Department of State. Coverage may be available when you are: (1) on a longer temporary assignment; or (2) assigned in a region that is under a travel warning; however, coverage must be approved by us in writing.

If you must pay all or part of the cost of employee coverage, we won't insure you until you enroll and agree to make the required payments. If you do this: (a) more than 31 days after you first become eligible; or (b) after you previously had coverage which ended because you failed to make a required payment, we also ask for *proof* that you're insurable. And you won't be covered until we approve that *proof* in writing.

Part or all of your insurance amounts may be subject to *proof* that you're insurable. Other parts of this coverage explain if and when we require *proof*. You won't be covered for any amount that requires such *proof* until you give the *proof* to us and we approve it in writing.

If your active *full-time* service ends before you meet any *proof of insurability* requirements that apply to you, you'll still have to meet those requirements if you're later re-employed.

CGP-3-EC-90-1.0

B329.0153

When Your Coverage Starts Employee benefits that don't require *proof* that you are insurable are scheduled to start on the effective date shown on the sticker attached to the inside front cover of this booklet.

Employee Coverage (Cont.)

Employee benefits that require such *proof* won't start until you send us the *proof* and we approve it in writing. Once we have approved it, the benefits are scheduled to start on the effective date shown in the endorsement section of your application. A copy of the approved application is furnished to you.

But you must be fully capable of performing the major duties of your regular occupation for your *employer* on a full-time basis at 12:01AM Standard Time for your place of residence on the scheduled effective date or dates. And you must have met all of the applicable conditions explained above, and any applicable waiting period. If you are not fully capable of performing the major duties of your occupation on any date part of your insurance is scheduled to start, we will postpone that part of your coverage until the date you are so capable and are working your regular number of hours.

Sometimes, the effective date shown on the sticker or in the endorsement 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; or during an approved leave of absence, not due to sickness or injury, of 90 days or less; and if you were performing the major duties of your regular occupation and working your regular number of hours on your last regularly scheduled work day, your coverage will start on the scheduled effective date. However, any coverage or part of coverage for which you must elect and pay all or part of the cost, will not start if you are on an approved leave and such coverage or part of coverage was not previously in force for you under a prior plan which this *plan* replaced.

CGP-3-EC-90-2.0

B264.0690

When Your Coverage Ends Your long term disability coverage ends on the date your active *full-time* service ends for any reason.

It also ends on the date you stop being a member of a class of *employees* eligible for insurance under this *plan*, or when this *plan* ends for all *employees*. And it ends when this *plan* is changed so that benefits for the class of *employees* to which you belong ends.

It ends on the date you are no longer working in the United States, unless you are on a temporary assignment: (1) not exceeding one year in a country or region that is not under a travel warning issued by the US Department of State; or (2) for which we have agreed, in writing, to provide coverage.

If you are required to pay all or part of the cost of this coverage and you fail to do so, your coverage ends. It ends on the last day of the period for which you made the required payments, unless coverage ends earlier for other reasons.

Employee Coverage (Cont.)

However, if you are disabled, as defined by this *plan* when your active *full-time* service ends, coverage remains in force during: (a) the elimination period, subject to premium payment, if (i) the disability is not excluded under the *plan*; and (ii) benefits are not excluded due to application of this *plan's* pre-existing condition provision; and (b) the period for which benefits are payable under this *plan*.

Read this booklet carefully if your coverage ends. You may have the right to replace certain group benefits with converted policies.

CGP-3-EC-90-3.0

B329.0173

LONG TERM DISABILITY HIGHLIGHTS

This page provides a quick guide to some of the Long Term Disability plan features which people most often want to know about. But it's not a complete description of your Long Term Disability plan. Read the following pages carefully for a complete explanation of what we pay, limit and exclude.

CGP-3-LTD94-A-HL B350.0929

Elimination Period For disability due to injury 90 days.
 For disability due to sickness 90 days.

CGP-3-LTD94-B-HL B350.0939

Gross Monthly Benefit 60% of your prior monthly earnings, rounded to the nearest \$1.00, if not already a multiple thereof, limited to a maximum of \$3,500.00.

Note: We integrate your gross monthly benefit with certain other income you may receive. Read all of the terms of this plan to see what income we integrate with, and how.

CGP-3-LTD94-A-HL B350.0935

Maximum Payment Period For a disability starting before the employee reaches age 60, the maximum payment period will last until the Social Security Normal Retirement Age as shown in the following table:

| Employee's Year of Birth | Social Security Normal Retirement Age |
|-----------------------------|--|
| Before 1938 | 65 |
| 1938 | 65 and 2 months |
| 1939 | 65 and 4 months |
| 1940 | 65 and 6 months |
| 1941 | 65 and 8 months |
| 1942 | 65 and 10 months |
| 1943-1954 | 66 |
| 1955 | 66 and 2 months |
| 1956 | 66 and 4 months |
| 1957 | 66 and 6 months |
| 1958 | 66 and 8 months |
| 1959 | 66 and 10 months |
| After 1959 | 67 |

For a disability starting on or after the employee reaches age 60, the maximum payment period will be determined according to the following table:

| Age When Disability Starts | Maximum Payment Period |
|-------------------------------|---------------------------|
| Age 60 | 5.00 years |
| Age 61 | 4.00 years |
| Age 62 | 3.50 years |
| Age 63 | 3.00 years |
| Age 64 | 2.50 years |

Long Term Disability Highlights (Cont.)

| | |
|-----------------|------------|
| Age 65 | 2.00 years |
| Age 66 | 1.75 years |
| Age 67 | 1.50 years |
| Age 68 | 1.25 years |
| Age 69 or older | 1.00 year |

But if an employee whose disability starts after age 60 reaches the end of the maximum payment from this table before he reaches the Social Security Normal Retirement Age, we will extend his maximum payment period until he reaches Social Security Normal Retirement Age.

CGP-3-LTD94-B-HL

B350.0816

Survivor's Benefit 6 times the last net monthly payment a deceased employee received.

CGP-3-LTD94-A-HL

B350.0828

LONG TERM DISABILITY INCOME INSURANCE

This insurance replaces part of your income when it is reduced by disability. What we pay and the terms for payment are explained below. All terms in *italics* are defined terms with special meanings. Their definitions are shown at the end of this section. Other terms are defined where they are used.

Claim Provisions

Filing A Claim For Benefits You must send us written notice of an *injury* or *sickness* for which you intend to file a long term disability claim within 30 days of the *injury* or start of the *sickness* for which a claim is being made. This notice should include your name and Social Security number and the *plan* number.

We will furnish you with claim forms for filing proof of *disability* within 15 days of our receipt of the initial notice of your intent to file a claim. The completed claim forms must be returned to us within a reasonable period of time. If we do not furnish the forms within the time stated, we will accept a written description of the *injury* or *sickness* that is the basis for the claim in place of our form. You must detail the nature and extent of the *disability* for which the claim is being made. If necessary to determine our liability, as part of proof of loss, we may require:

- (a) certification of the extent and nature of your *disability* from all *doctors* who have treated you for the cause of your *disability*;
- (b) certification of income from any other sources of income to which you may be entitled which may affect our benefit payments;
- (c) satisfactory evidence that you have applied for all benefits and payments from other income sources to which you may be entitled; and
- (d) proof of any income from other sources that you have received.

We may require you to authorize release of medical and income data by the sources of such data, including the providers of medical and/or dental services. Any information not furnished or for which the release of authorization to obtain data is not obtained can result in suspension or delay of long term disability benefit payments until such information or authorization is received by us.

Time Limit For The Filing Of A Claim Any claim not filed within a reasonable period of time following the end of the elimination period will be denied and no long term disability benefits will be payable unless we receive written proof that you lacked the legal capacity to file the claim or that it was not reasonably possible for you to file the claim. In no event will benefits be payable for more than one year retroactively from the date the claim is filed.

Continued Proof Of Disability Additional proof will be required. Written proof of your continued *disability* and *doctor's* care must be provided to us within 30 days of each date we make such request.

Claim Provisions (Cont.)

Payment Of Benefits Benefits for the long term disability income insurance are payable once every month, provided you continue to submit periodic written proof of loss and any current earnings as required by us. We pay all long term disability benefits to you, if legally competent. If you are not legally competent, we will pay all benefits to which you are entitled to the legal representative of your estate. We have the right to pay any benefits to which you are entitled which remain unpaid at your death to one of the following: (a) your estate; or (b) your spouse, parents, children or brothers and sisters.

Examination If you make a claim for benefits, we have the right to require that you be examined by a *doctor* as often as we feel is necessary. And we have the right to terminate or suspend your *net monthly payments* if you fail to attend such an examination. In such case, your *net monthly payments* may be resumed, provided that: (a) the required examination occurs within a reasonable period of time; and (b) you continue to be entitled to *net monthly payments* under all other provisions of this *plan*. We will pay for all such examinations.

For other information on filing a claim, see this plan's "Accident and Health Claims Provisions."

CGP-3-LTD94-B-1.0

B350.0518

How This Plan Works

When And How This Plan's Net Monthly Payments Start To start getting *net monthly payments* under this *plan*, you must meet all of the following conditions:

- you must: (a) become disabled while insured by this *plan*; and (b) stay both disabled and insured by this *plan* continuously throughout the elimination period.
- you must be: (a) under a *doctor's* regular care for the cause of your *disability*; and (b) receiving appropriate medical care for the cause of your *disability* and for any other *sickness* or *injury* which exists before, or occurs during, the period you are disabled under the *plan*.
- you must send us acceptable written proof of: (a) your *disability*; (b) your *prior monthly earnings*; and (c) any *current monthly earnings*.

We reserve the right to determine when you meet the above conditions.

Failure to pass your regular occupational physical checkup does not constitute *disability* under this *plan*. We do not accept, as proof of *disability*, certification from a *doctor* who is: (a) yourself; or (b) your business associate, spouse, parent, child, brother or sister.

Once we approve your initial proofs of *disability* and *earnings* we start to make *net monthly payments*. The first *net monthly payment* is made one month after the end of the elimination period.

The Elimination Period The elimination period is the period of time you must be continuously disabled before long term disability benefits are payable.

How This Plan Works (Cont.)

- For *disability* due to *injury*, the elimination period is 90 days.
- For *disability* due to *sickness*, the elimination period is 90 days.

Any days of *disability* which result from a *disability* for which this *plan* does not pay benefits will not count toward the elimination period. Any days during which you are not disabled will not count toward the elimination period.

The elimination period will be considered continuous if you return to work in your *regular occupation* for not more than 45 consecutive days during the elimination period. The elimination period will be extended by one day for each day you temporarily return to work. This interruption of the elimination period will not apply if you become eligible under any other group long term disability plan.

Continued Payment Of This Plan's Net Monthly Payments

To continue to be entitled to *net monthly payments* under this *plan*, you must continue to provide adequate proof of:

- (a) your continued *disability*;
- (b) continued regular *doctor's* care for the cause of the *disability*;
- (c) any *current monthly earnings*; and
- (d) any other income we integrate with that you are entitled to receive.

In addition, we may, at any time, require you to be examined by a *doctor* or medical professional of our choosing.

Your *net monthly payments* under this *plan* can be terminated or suspended if at any time you fail to comply with any of the above requirements.

See "Accident and Health Claims Provisions" for how often we can require continued proof of the items shown above.

How long we continue to make *net monthly payments* under this *plan* will be subject to all the terms of this *plan*.

CGP-3-LTD94-B-2.0

B350.0519

When Disability Ends

Your *disability* under this *plan* ends on the earliest of: (a) the date you earn or we determine you are able to earn at a rate of at least 80% of your *indexed prior monthly earnings*; or (b) the date we determine you are able to perform the major duties of your *regular occupation* or employment on a full-time basis, even if you choose not to perform such duties; or (c) after you have been disabled for 60 consecutive months, the date we determine you are able to perform the major duties of any suitable occupation or employment (other than *rehabilitative work*, as allowed under this *plan*) even if you choose not to perform such duties.

CGP-3-LTD94-B-3.0

B350.0520

How This Plan Works (Cont.)

When This Plan's Payments End

This *plan's net monthly payments* end on the earliest of:

- (a) the date your *disability* ends;
- (b) the date you die;
- (c) the end of the *maximum payment period*;
- (d) the date you fail to give us any proof of *disability* we require;
- (e) the date you refuse to allow any physical exam we require;
- (f) the date you are no longer under the regular and continuing care of a *doctor*;
- (g) the date benefits end in accord with any rehabilitation provision of this *plan*.

Maximum Payment Period

For a disability starting before the employee reaches age 60, the maximum payment period will last until the Social Security Normal Retirement Age as shown in the following table:

| Employee's Year of Birth | Social Security Normal Retirement Age |
|-----------------------------|--|
| Before 1938 | 65 |
| 1938 | 65 and 2 months |
| 1939 | 65 and 4 months |
| 1940 | 65 and 6 months |
| 1941 | 65 and 8 months |
| 1942 | 65 and 10 months |
| 1943-1954 | 66 |
| 1955 | 66 and 2 months |
| 1956 | 66 and 4 months |
| 1957 | 66 and 6 months |
| 1958 | 66 and 8 months |
| 1959 | 66 and 10 months |
| After 1959 | 67 |

For a disability starting on or after the employee reaches age 60, the maximum payment period will be determined according to the following table:

| Age When Disability Starts | Maximum Payment Period |
|-------------------------------|---------------------------|
| Age 60 | 5.00 years |
| Age 61 | 4.00 years |
| Age 62 | 3.50 years |
| Age 63 | 3.00 years |
| Age 64 | 2.50 years |
| Age 65 | 2.00 years |
| Age 66 | 1.75 years |
| Age 67 | 1.50 years |
| Age 68 | 1.25 years |
| Age 69 or older | 1.00 year |

But if an employee whose disability starts after age 60 reaches the end of the maximum payment from this table before he reaches the Social Security Normal Retirement Age, we will extend his maximum payment period until he reaches Social Security Normal Retirement Age.

Recurring Disability Benefits for *disability* cease when your *disability* ends, as described above. If your benefit ceased because your *disability* ended, and you become disabled again under this *plan* we will consider the later period of *disability* to be a recurring *disability* if:

- (a) you return to active, full-time work right after a period of *disability* for which this *plan* has paid benefits;
- (b) your *disability* recurs less than six months after the end of the period for which you were last entitled to a *net monthly payment* under this *plan*;
- (c) your later *disability* is due to the same *sickness* or *injury* that caused the earlier period of *disability*;
- (d) you do not become covered under any other group long term disability income plan during the period you are performing active full-time work;
- (e) this *plan* does not terminate during the time that you are performing active full-time work; and
- (f) you remain insured under this *plan* and the *employer* resumes premium payment for the coverage during any time you are performing active full-time work.

If we consider the *disability* to be a recurring *disability*, the *disability* will be treated as a continuation of the earlier *disability*. This means you will not be required to satisfy a new elimination period before benefits will be payable under this *plan* for the later *disability*. It also means that if, during any period of time you are receiving benefits under this *plan*, or during the period of *active work* that separates an earlier *disability* and a recurring *disability*: (a) any of the benefit provisions under this *plan* change; or (b) your *basic monthly earnings* or class change; those changes will not apply to the recurring disability. The benefits payable for the recurring *disability* will be based on the terms of the *plan* that applied to the earlier *disability*.

If the later period of *disability*:

- (a) is due to an unrelated cause;
- (b) begins six months or more after the end of the period for which *disability* benefits were payable under this *plan*; or
- (c) begins after the date this *plan* ends;

the *disability* will not be considered recurring and will be treated like a new period of *disability*.

You must provide all proof of loss required by this *plan* for *disability* before benefits will be payable for a recurring *disability*.

How This Plan Works (Cont.)

Income We Integrate With When you receive, or are entitled to receive, certain other income while this *plan* pays benefits, we integrate your *gross monthly benefit* with that other income. See "How Net Monthly Payments Are Calculated" for how this is done.

We integrate this *plan's* benefits with:

- commission or monies received, eligible to be received, or paid after *disability* benefits commence. This includes vested and nonvested renewal commissions.
- all disability benefits you are entitled to receive from any compulsory benefit act or law. This includes any applicable temporary disability or state disability benefits required by state law.
- all disability benefits you are entitled to receive from any group plan sponsored by the *employer*, whether insured or self-insured. This includes payments made under a group life insurance plan because of your *disability*. This does not include payments made under a group life insurance plan's accelerated death benefit or similar provision which allows payment of that plan's proceeds because of your terminal illness.
- all disability benefits you are entitled to receive from any other group plan.
- all disability income you are entitled to receive under any other plan issued to you because of your employment by, or association with, the *employer*; or as a result of your membership in any: (a) union; (b) fraternal benefit society; (c) association; or (d) other similar organization.
- all income from a sick leave or salary continuation plan to which you are entitled. This includes lump sum or periodic payments of accumulated sick leave benefits, regardless of whether such plan is sponsored on a formal or informal basis.
- benefits from the United States Social Security Act, the Railroad Retirement Act, or any other like U.S. or Canadian plan or act, as follows:
 - (a) all disability benefits that: (i) you are eligible for; and (ii) your spouse and children are eligible for as a result of your *disability*;
 - (b) all unreduced retirement benefits that: (i) you are eligible for; and (ii) your spouse and children are eligible for as a result of your eligibility; and
 - (c) all reduced retirement benefits paid to: (i) you; and (ii) your spouse and children as a result of your receipt of such benefits.

This *plan* will integrate with any benefits shown above to which your spouse or children are entitled on account of your *disability* or eligibility for disability benefits regardless of: (a) your marital status; (b) your place of residence; (c) your spouse's place of residence; (d) your child(ren)'s place of residence; or (e) any custody arrangements made on behalf of your children.

- all *retirement plan retirement benefits* funded by the *employer's* deposits for your benefit.
- all *retirement plan disability benefits* to which you are entitled.

How This Plan Works (Cont.)

- all *retirement benefits* or *retirement plan disability benefits* payable under any other *government plan* not otherwise shown, to which you are entitled as a result of your *disability*.
- all disability benefits to which you are entitled under any: (a) *no-fault motor vehicle coverage*; (b) motor vehicle financial responsibility act; or (c) similar law. This does not apply if state law or regulation does not allow group disability benefits to be reduced by benefits from such coverage.
- all benefits to which you are entitled from: (a) a Workers' Compensation law; (b) an occupational disease law; or (c) any other act or law of like intent. This includes: (i) the Jones' Act; (ii) the Longshoreman's and Harbor Workers' Compensation Act; or (iii) any Maritime doctrine of Maintenance, Wages or Cure.
- all disability benefits to which you are entitled from any third party when your *disability* is the result of the negligence or intentional tort liability of that third party. For more information on how we do this, see the third party liability provisions described later in this *plan*.

Lump Sum Payments Of Income We Integrate With

If any of the benefits described above are paid in a lump sum, we will integrate this *plan's gross monthly benefit* by the equivalent monthly rate stated in the award. If no equivalent monthly rate is specified, then the lump sum will be equally prorated over the lesser of: (a) 60 months; or (b) your *maximum payment period*.

CGP-3-LTD94-B-5.0

B350.0637

Application For Other Income Required

You must apply for any disability or retirement benefits we integrate with, which we feel, you may be entitled to receive. If such benefits are denied we require you to apply for them again. You are required to continue to appeal all denials until: (a) you receive written notification from the Guardian that no further appeals are necessary; or (b) all possible appeals have been exhausted.

If we feel that you are entitled to any of the benefits shown above, we will: (a) assume you are receiving such benefits; and (b) integrate the *gross monthly benefit* with the estimated amount of such benefits payable to you and any applicable dependents on behalf of your *disability*. But we do not do this if you sign our agreement concerning benefits under which you promise: (a) to apply for any benefits we integrate with; and (b) at our request, to reapply for such benefits or appeal any denial of such benefits until no further appeals can be made; and (c) repay any overpayment due to an award of such benefits.

If we do estimate them, we adjust your *net monthly payments* when we receive written proof: (a) of the amount awarded; or (b) that such benefits are denied after any reapplications or appeals we require. In the case of (b), if such adjustment shows we underpaid you, we pay you the full amount of the underpayment in a lump sum.

The Guardian will assist you in applying for other income benefits.

CGP-3-LTD94-B-6.0

B350.0524

How This Plan Works (Cont.)

How Net Monthly Payments Are Calculated Your *net monthly payment* under this *plan* is based on the plan of benefits that applied to you on the date your *disability* began. For the duration of your *disability*, including recurring *disabilities* as defined by this *plan*, your *gross monthly benefit*, *net monthly benefit*, or *net monthly payment* will not be affected by changes in the plan of benefits for your classification. However, your *net monthly payment* will be adjusted when your *current monthly earnings* change.

When we compute your *net monthly payments*, we first calculate your *gross monthly benefit* and *net monthly benefit*.

Computing Your Gross Monthly Benefit From This Plan Your *gross monthly benefit* is 60% of your *prior monthly earnings* rounded to the nearest \$1.00, if not already a multiple thereof, and is limited to a maximum of \$3,500.00.

The amount of your *prior monthly earnings* used in computing your *gross monthly benefit* may be less than your actual *prior monthly earnings* right before the start of your *disability*. This will happen if:

- (a) this *plan* has a maximum *gross monthly benefit* which does not allow the full amount of your *prior monthly earnings* to be used in the benefit calculation; or
- (b) your *employer* has not reported to us your most current salary on the last scheduled reporting date. When this happens, your *gross monthly benefit* will be based on the amount of your *basic monthly earnings* reported to us by the *employer* on that last scheduled reporting date.

Computing Your Net Monthly Benefit From This Plan Your *net monthly benefit* under this *plan* is your *gross monthly benefit*, as determined on your initial date of *disability*, integrated with any other income with which this *plan* integrates that you are entitled to receive. To compute your *net monthly benefit* under this *plan*:

- (a) determine your *gross monthly benefit* as shown above; and
- (b) from the *gross monthly benefit*, subtract the sum of all of the income with which we integrate that you are entitled to receive.

The result is your *net monthly benefit*.

CGP-3-LTD94-B-7.0

B350.3135

Computing Your Net Monthly Payment From This Plan Your *net monthly payment* is your *net monthly benefit* reduced by the amount of *current monthly earnings* you earn while disabled. Your *net monthly payment* under this *plan* is computed as follows:

- (a) If you are eligible to receive any income resulting from return to work, and the sum of your *gross monthly benefit* and *current monthly earnings* is not more than 100% of your *indexed prior monthly earnings*; your *net monthly payment* under this *plan* is your *net monthly benefit* for the 12 consecutive months following the date you first receive such income.

How This Plan Works (Cont.)

- (b) If you are eligible to receive any income resulting from return to work, and the sum of your *gross monthly benefit* and *current monthly earnings* is greater than 100% of your *indexed prior monthly earnings*; your *net monthly payment* from this *plan* is your *net monthly benefit* reduced by the part of such sum which exceeds 100% of your *indexed prior monthly earnings* for the 12 consecutive months following the date you first receive such income.
- (c) If, after 12 consecutive months, your *current monthly earnings* do not exceed 20% of your *indexed prior month earnings*; your *net monthly payment* from this *plan* is your *net monthly benefit*.
- (d) However: if after 12 consecutive months, your *current monthly earnings* are more than 20% of your *indexed prior monthly earnings*; your *net monthly payment* from this *plan* is your *net monthly benefit* reduced by 50% of your *current monthly earnings*.

CGP-3-LTD94-B-8.4

B350.0531

If, during any month for which this *plan* pays benefits, the sum of the following:

- (a) your *net monthly payment*, as figured above;
- (b) the total amount of all other income with which this *plan* integrates that you are entitled to receive; and
- (c) the amount of your *current monthly earnings*;

is greater than the amount of your *indexed prior monthly earnings*, your *net monthly payment* for that month will be further reduced by that portion in excess of 100% of your *indexed prior monthly earnings*. This will not apply during any period of time that you are a participant in a Guardian rehabilitation program, as described in this *plan*, and have signed a valid *rehabilitation agreement* with us.

CGP-3-LTD94-B-9.0

B350.0533

Cost Of Living Freeze

After we compute the first *net monthly benefit*, we do not reduce your benefit due to cost of living increases in social security benefits or other income benefits with which we integrate. We do adjust *net monthly payments* if: (a) your *current monthly earnings* change; or (b) your social security benefits or other income benefits with which we integrate change due to a recalculation of the benefit when updated information is received after the initial benefit is calculated.

Minimum Net Monthly Payment

This *plan's* minimum *net monthly payment* is \$100.00.

Payments For Partial Months

When *disability* lasts part of a month, we pay 1/30 of the *net monthly payment* and *cost of living benefit* for each day for which we are liable. In no event will benefits be paid for any more than 30 days for any one month.

Waiver Of Premium

We waive all premiums for your long term disability income insurance which fall due while you are entitled to receive a *net monthly payment* from this *plan*.

How This Plan Works (Cont.)

If This Plan Ends This insurance ends when the group *plan* ends. It also ends when this insurance is dropped from the group *plan* for all employees, or for your class. If either happens while you are disabled, we pay you benefits as if your insurance did not end. But what we pay will be based on all of the terms of this *plan*.

Overpayments - Our Recovery Rights If we determine that we overpaid you, you must reimburse us in full. In addition, we have the right to stop paying benefits until the overpayment is satisfied. We have the right to recover overpayments made for any reason, including those that result from lump sum awards by any of the income benefits we integrate with.

CGP-3-LTD94-B-10.0

B350.0649

The Indexing Benefit If you return to work while disabled, an indexing benefit is applied to your *prior monthly earnings* as described below. This benefit increases the amount of *current monthly earnings* you may earn while disabled. The indexing benefit does not increase your *gross monthly benefit*, *net monthly benefit* or *net monthly payment*.

You are eligible for this *plan's* indexing benefit after: (a) this *plan's* elimination period; (b) you have received 12 consecutive *net monthly payments* from this *plan*; and (c) you have returned to work.

When you first become eligible for this *plan's* indexing benefit, we multiply your *prior monthly earnings* by the indexing factor to obtain your *indexed prior monthly earnings*.

For each later year for which you are eligible for this *plan's* indexing benefit, your *indexed prior monthly earnings* will be determined by multiplying your *indexed prior monthly earnings* for the previous year by the current indexing factor.

The indexing factor is the lesser of: (a) 10%; or (b) one half the percentage change in the *CPI-W* for the prior calendar year of coverage.

While you are eligible for this indexing benefit, we calculate a new indexing factor once a year.

CGP-3-LTD94-IXB

B350.0701

The Survivor's Benefit We pay a survivor's benefit if you:

- (a) die while entitled to a full *net monthly payment* from this *plan*; and
- (b) have received at least six consecutive full *net monthly payments* under this *plan* prior to your death.

We pay 6 times the amount of the last *net monthly payment* you received.

If an overpayment that has not been fully repaid exists at the time of your death, the balance remaining from such overpayment will be deducted from the amount of the survivor's benefit.

If there is no living spouse, we pay your eligible children in equal shares. To be eligible, each child must be unmarried and: (a) less than age 20; or (b) if enrolled as a full-time student at an accredited school, less than age 26.

How This Plan Works (Cont.)

We do not pay this benefit if there is no living spouse or eligible children.

CGP-3-LTD94-SUR

B350.0703

Rehabilitation Benefits Under This Plan

If you are disabled under this *plan* and meet selection criteria as established by the Guardian, you may be selected to enter into a *rehabilitation agreement* with us. This agreement starts when we inform you in writing that you have been accepted into the rehabilitation program. You may be chosen for this program anytime you are disabled according to the terms of this *plan*. This includes during this *plan's* elimination period.

The exact terms of the *rehabilitation agreement* may be different for each employee, but all agreements will set forth a plan designed to return you to gainful employment. Gainful employment is employment that is appropriate to your disability, skills, experience and *prior monthly earnings*.

If you are chosen for a *rehabilitation agreement*, you will be entitled to an enhanced benefit based on 110% of the *net monthly payment* to which you would have been entitled had you not entered into the *rehabilitation agreement*. If you are chosen for such an agreement with us, you will continue to be subject to all the terms of this *plan*.

The enhanced benefit will start on the later of:

- (a) the effective date shown on the *rehabilitation agreement*; or
- (b) the date you complete the elimination period.

Your eligibility for the enhanced benefit will extend until the earliest of:

- (a) the date you are no longer disabled under this *plan*;
- (b) the date you earn or are able to earn at a rate of at least 80% of your *indexed prior monthly earnings*;
- (c) the date you die;
- (d) the end of this *plan's maximum payment period*;
- (e) the date you violate any of the terms of the *rehabilitation agreement*;
- (f) the date you elect to end the rehabilitation program; or
- (g) the date the *rehabilitation agreement* expires.

If you end a *rehabilitation agreement* on a basis that is not agreeable to the Guardian, you may be required to repay any benefits paid that are in excess of what this *plan* would have paid had you not participated in the *rehabilitation agreement*.

There are additional advantages available to an employee who participates in a *rehabilitation agreement* as described above. For more information on these incentives and how you may become eligible to receive them, contact the Guardian *rehabilitation specialist*.

CGP-3-LTD94-RHB

B350.0499

Mental Or Emotional Conditions, Alcohol Abuse And Drug Abuse If you are disabled, as defined by this *plan*, by a mental or emotional condition, alcohol abuse or drug abuse, we limit the duration of this *plan's* benefits. For the long term disability income coverage of this *plan*, a mental or emotional condition will include, but is not limited to, any of the following:

- bipolar affective disorder (manic depressive syndrome).
- schizophrenia.
- delusional (paranoid) disorders.
- psychotic disorders.
- depressive disorders.
- anxiety disorders.
- somatoform disorders (psychosomatic illness).
- eating disorders.
- mental illness.

For each *disability* due to a mental or emotional condition, alcohol or drug abuse, our payments stop at the earliest of: (a) the date during any one period of *disability* that you have received 24 net monthly payments; (b) the end of the *maximum payment period*; or (c) the date *disability* ends.

Benefits will be limited to a total of 24 months of benefits in your lifetime for all *disabilities* contributed to, or caused by, any combination of the conditions shown above.

But, if at the end of benefit payments as shown above, you are being treated for the cause of your *disability* as an inpatient in a qualified institution for at least 14 consecutive days, we extend our payments. We extend them until the earliest of: (a) 90 days from the date of your discharge; (b) the end of the *maximum payment period*; or (c) the date *disability* ends.

By "qualified institution," we mean a legally operated hospital or other public or private facility licensed to provide inpatient medical care and treatment for the cause of your *disability*.

CGP-3-LTD94-B-11.0

B350.0678

Pre-Existing Conditions A pre-existing condition is a *sickness* or *injury*, including all related conditions and complications, for which, in the three months before your insurance under this *plan* starts, you: (a) receive advice or treatment from a *doctor*; take prescribed drugs; or receive other medical care or treatment, including consultation with a *doctor*; or (b) exhibit symptoms which would cause an ordinarily prudent person to seek medical advice, diagnosis, care or treatment.

A pregnancy which exists on the date your insurance under this *plan* starts is also a pre-existing condition.

We do not pay benefits for *disability* caused by such a condition, unless it starts after you complete at least one full day of *active work* after the date you are insured under this *plan* for 12 consecutive months.

Special Limitations (Cont.)

We do not cover any *disability* which begins before your insurance under this *plan* starts.

CGP-3-LTD94-B-12.0

B350.0729

If This Plan Replaces Another Plan

The pre-existing condition limitation shown above will not apply if you: (a) were insured on the day before this *plan* started under a long term disability plan the *employer* had with another insurer; and (b) meet the requirements shown below. But, this *plan* must start right after the old plan ends.

The pre-existing condition limitation will be waived if you: (a) are actively working on a full-time basis on the effective date of this *plan*; and (b) have fulfilled the requirements of any pre-existing condition exclusion or limitation of the old plan.

If you: (a) are actively working on a full-time basis on the effective date of this *plan*; but (b) have not fulfilled the requirements of any pre-existing condition limitation or exclusion of the old plan; then we will apply any period of time credited toward the satisfaction of the pre-existing condition limitation or exclusion under the old plan toward satisfaction of this *plan's* pre-existing condition limitation.

We will deduct all payments made by the old plan under an extension provision. Any benefits for a *disability* caused by a pre-existing condition that we agree to pay will be subject to all other terms of this *plan*.

CGP-3-LTD94-B-13.1

B350.0539

Exclusions

- We do not cover any period of *disability* caused, directly or indirectly, by: (a) declared or undeclared war or act of war or armed aggression; (b) your service in the armed forces, National Guard, or military reserves of any state or country; (c) your taking part in a riot or other civil disorder; (d) your commission of, or attempt to commit, a felony; (e) your unlawful use or threat of force on another person without his or her consent; or (f) intentional self injury or attempted suicide while sane or insane.
- We do not pay benefits for any period during which you are confined to any facility as a result of your conviction of a crime or public offense.
- We do not pay benefits for any period during which you are not under the regular care and treatment of a *doctor*.
- We do not pay benefits for any period of *disability* which starts before you are insured by this *plan*.

In addition, no benefits will be payable for any period during which your loss of *earnings* is not solely due to your *disability*.

CGP-3-LTD94-B-15.0

B350.0670

Definitions

Active Work For The Long Term Disability Income Insurance "**active work**" means you are physically able to perform and are performing all of the regular duties of your work for the *employer* in the usual way and on a full-time basis, either at one of the *employer's* usual places of business or at some location to which the *employer's* business requires you to travel. Any changes in your long term disability benefits that are scheduled to occur on a date you are not actively working will not take place until the date you return to *active work*. However, if your return to *active work* is followed by a later period of disability which is considered a recurring *disability*, as described in this *plan*, changes which occur before or during that period of *active work* will not take place.

Cost of Living Benefit means a benefit under this plan which supplements this *plan's net monthly payments*. It is not part of the *gross monthly benefit*. And, it is not subject to any income limit this *plan* has. Read "The Cost of Living Benefit" for details.

Cost of Living Factor means the factor we use when we compute the amount of this *plan's cost of living benefit*. Read "The Cost of Living Benefit" for details.

CPI-W means that part of the United States Department of Labor Consumer Price Index, which measures the relative value of the cost of a typical urban wage earner's purchase of certain goods and services. The change in cost is expressed as a percentage of the cost of those goods and services in a base period. In computing the value of our indexing factor, we use the percentage that the *CPI-W* published in December of that year changes from the *CPI-W* published in December of the prior calendar year. If the Department of Labor stops publishing the *CPI-W*, we have the right to use some other similar standard.

CGP-3-LTD94-B-16.0

B350.0654

- Disability** means, solely due to your *sickness* or *injury*:
- (1) For the first 60 months of your *disability*:
 - (a) you are completely unable to perform the major duties of your *regular occupation* on a full-time basis; and
 - (b) your *current monthly earnings* , if any, are less than 80% of your *indexed prior monthly earnings*.
 - (2) After you have been disabled for 60 consecutive months, the definition of *disability* changes. For the duration of the *disability*, "disability" means:
 - (a) you are completely unable to perform on a full-time basis the major duties of any occupation or work for which you are, or could become, qualified for by training, education or experience; and
 - (b) your *current monthly earnings*, if any, are less than 80% of your *indexed prior monthly earnings*.

While you are disabled, you can engage in: (i) any other occupation full or part-time; (ii) some, but not all, of the major duties of your *regular occupation* full or part-time; or (iii) all of the major duties of your *regular occupation* part-time.

This *plan* only covers *disability* that starts while you are insured by this *plan*.

You will not be considered disabled under this *plan* if you are not under the regular care and treatment of a *doctor*.

In no event will the loss of a professional or occupational license, in itself, constitute *disability*.

If you are employed as an airline pilot, co-pilot, or crew member, *disability* will not be determined to exist unless you, because of *sickness* or *injury*, are completely unable to perform the major duties of any occupation for which you are, or could become, qualified by training, education or experience.

CGP-3-LTD94-B-17.0

B350.0543

Doctor means any medical practitioner we're required by law to recognize, who: (a) is properly licensed or certified as such by the laws of the state where he or she practices; and (b) provides services that are within the lawful scope of his or her practice.

Earnings has the following meanings for this plan's long term disability income insurance:

- **"Basic monthly earnings"** are based on the amount of your *earnings* received from the *employer* as reported to us. These *earnings* are used in determining the amount of premiums due for the coverage and for projecting your *gross monthly benefit* under this *plan*. *Basic monthly earnings* means an employee's rate of monthly *earnings*. Bonuses, commissions, expense accounts, overtime pay and any other extra compensation are excluded. Any employee compensation based on your monthly earnings which is deposited into a cash or deferred compensation plan, or a salary reduction plan, qualified under IRC Section 401(k) is included. Any *employee* compensation based on excluded income listed above and any *employer* contributions deposited into such 401(k) is excluded. In case of weekly *earnings*, it refers to those *earnings* for a normal work week not exceeding forty hours. Such weekly *earnings* are multiplied by 4.333. Subject to any of this *plan's* *proof of insurability* requirements each January 1st, we use the *employee's* then current monthly *earnings* to set rates and to project the *employee's* gross monthly benefit for billing purposes. But the *employee* must be actively at work on a full-time basis on that date. If he is not, we do this on the date he returns to active full-time work.
- **"Current monthly earnings"** are the exact amount of monthly *earnings* you earn from working while disabled. Your *current monthly earnings* will include any income you earn while disabled but which is returned to your *employer*, partnership or any other similar business arrangement to cover any business or overhead expenses. Your *current monthly earnings* are used in determining your *net monthly payment*.
- **"Prior monthly earnings"** means your rate of *basic monthly earnings* as last reported to us prior to the start of your *disability*. Your *prior monthly earnings* are used in determining your *gross monthly benefit* under this *plan*.

- **"Indexed prior monthly earnings"** means your rate of *prior monthly earnings* adjusted annually by an indexing factor. Your *indexed prior monthly earnings* are used in determining the maximum amount of *current monthly earnings* you can earn under this *plan* and still receive benefits. For more information on this *plan's* indexing benefit see "The Indexing Benefit".

As part of proof of loss that we require, you must give us acceptable proof of your *earnings*. If you do not, we will not pay any benefits. Such proof must consist of: (a) copies of your U.S. Individual Tax Returns; (b) a statement from a certified public accountant; or (c) any other records we agree to accept.

Employer means CREIGHTON UNIVERSITY .

CGP-3-LTD94-B-18.0

B350.1104

Government Plan means: (a) the United States Social Security Act; (b) the Railroad Retirement Act; (c) the Canadian Pension Plan; or (d) any other plan provided under the laws of a state, province or any other political subdivision. It also includes any public employee *retirement plan*; or any plan provided as an alternative to the above plan or acts. It does not include: (i) any Workers' Compensation Act or similar law; (ii) the Jones' Act; (iii) the Longshoreman's and Harbor Workers' Compensation Act; or (iv) the Maritime Doctrine of Maintenance, Wages or Cure.

Gross Monthly Benefit means this *plan's* monthly benefit before it is integrated with other income and *earnings*.

Injury means: (a) all bodily *injury* due to an accident that occurs, independent of all other causes, while you are insured by this *plan*; and (b) all complications thereof. *Disability* will be considered caused by an *injury* only if that *disability*: (a) is directly caused by the *injury*; and (b) begins within 90 days of the date of such *injury*.

Maximum Payment Period means the longest period that benefits are paid by this *plan* for continuous *disability*.

Net Monthly Benefit means this *plan's* monthly benefit after the *gross monthly benefit* is integrated with other income but before it is reduced by any *current monthly earnings*.

Net Monthly Payment means this *plan's net monthly benefit* less any reduction by *current monthly earnings*. See "How We Compute Net Monthly Payments" for details.

No-Fault Motor Vehicle Coverage means a motor vehicle plan that pays disability or medical benefits without considering who was at fault in any accident.

Plan means the Guardian group long term disability income insurance *plan* the *employer* bought.

Definitions (Cont.)

Regular Occupation means your occupation as performed in the general labor market in the national economy. When determining the duties of your *regular occupation* we use both the job description provided for you by the *employer* as well as the duties of that occupation as shown in the most recent version of the Dictionary of Occupational Titles, published by the U.S. Department of Labor.

Rehabilitation Agreement means a signed, written agreement between you and the Guardian. It outlines a program of vocational rehabilitation in which you agree to participate. The program outlined in the *rehabilitation agreement* is designed to return you to gainful work.

Rehabilitation Specialist means a designated employee or representative of the Guardian who is trained in vocational rehabilitation.

Rehabilitative Work means any program of work or job training that we approve in writing for you. The aim of such work is to restore your wage earning abilities.

CGP-3-LTD94-B-19.0

B350.0546

Retirement Plan means a defined benefit or a defined contribution plan funded wholly or in part by the *employer's* deposits for your benefit. The term does not include: (a) profit sharing plans; (b) thrift plans; (c) non-qualified deferred compensation plans; (d) individual retirement accounts; (e) tax sheltered annuities; or (f) stock ownership plans.

Retirement plan "retirement benefits" are lump sum or periodic payments by a *retirement plan* at normal or early retirement. Some *retirement plans* also make payments for disability (as defined by those plans) that start before normal retirement age. When such payments actuarially reduce the amount that would otherwise have been paid at normal retirement age, they are "**retirement benefits.**" When such payments do not so reduce the normal retirement amount, they are "**disability benefits.**"

Sickness means: (a) any illness or disease; (b) all related conditions; and (c) all complications and recurrences thereof. This plan treats pregnancy like a *sickness*.

We, Us, Our, and Guardian mean the Guardian Life Insurance Company of America.

Other terms with special meanings are defined where they are used.

CGP-3-LTD94-B-20.0

B350.0547

Converting This Group Long Term Disability Insurance

Eligibility for Conversion An employee's long term disability coverage ends if his active employment ends. If this happens, subject to the conditions below, he can obtain a converted disability income plan if he's been insured under this plan (or a prior plan sponsored by the same employer, which this plan replaced) for at least 12 consecutive months immediately prior to the date his group coverage ends.

Converting This Group Long Term Disability Insurance (Cont.)

But the employee cannot convert if his group long term disability coverage ends due to: (1) the end of group coverage for all active employees or an employee's class; (2) the employee's failure to make a required contribution; (3) the employee's retirement; or (4) the employee changing to a class of employees which is not eligible for group long term disability coverage.

And the employee will not be able to convert if he: (a) becomes eligible for long term disability insurance under another group plan within 31 days of the date his coverage under this plan ends; (b) has other insurance which would result in overinsurance by our standards or; (c) is disabled under the terms of this group long term disability plan.

To Obtain a Converted Plan The employee must apply to us in writing and pay any required premium to obtain a converted disability income plan. He must do this within 31 days of the date his group long term disability coverage ends. If he fails to apply to us in writing and pay any required premium within 31 days of the date his group long term disability coverage ends, he is no longer eligible to obtain a converted disability income plan.

The Converted Plan The converted disability income plan will be renewable and will comply with the laws of the State where the employee lives when he applies. There is no proof of insurability required to obtain the converted disability income plan.

The benefits, terms and conditions of the converted plan will be those offered for conversion at the time the employee applies to convert. The converted plan will not provide all the same benefits as the employee's group long term disability coverage. The benefit periods and levels of coverage of the converted plan are more limited than those of this group long term disability plan.

The premium for the converted plan will be based on: (a) the plan for which the employee is eligible; (b) the risk and the rate class of the employee; and (c) the employee's attained age.

The employee's converted plan starts on the date his group long term disability coverage ends.

CGP-3-R-LTDCONV

B355.0008

CERTIFICATE AMENDMENT

Critical Disability Supplement Benefit

This rider amends the group long term disability *plan*. We pay an added benefit if you have a *functional disability*. What we pay is subject to the terms below and to all the terms of the *plan*.

Definitions **Functional Disability** means that, due to *sickness* or *injury*, you are:

- (a) not able to perform two or more *activities of daily living*, on a routine basis, without help; or
- (b) *cognitively impaired* and need verbal cueing to protect yourself or others.

Activities of Daily Living mean:

- 1. **Bathing:** the ability to wash in a tub or shower; or by taking a sponge bath; and to towel dry; with or without equipment or adaptive devices.
- 2. **Dressing:** the ability to put on and take off all clothes; and those medically necessary braces or prosthetic limbs usually worn; and also to fasten or unfasten them.
- 3. **Toileting:** the ability to get to and from and on and off the toilet; to maintain personal hygiene; and to care for clothes.
- 4. **Transferring:** the ability to move in and out of a chair or bed with or without equipment such as: canes; walkers; crutches; grab bars; or any other support devices.
- 5. **Continence:** the ability to control bowel and bladder function; or, in the event of incontinence, the ability to maintain personal hygiene.
- 6. **Eating:** the ability to get food into the body by any means once it has been prepared and made available.

Cognitively Impaired means a decline or loss in intellectual aptitude. Such loss may result from: (a) *injury*; (b) *sickness*; (c) Alzheimer's disease; or (d) like forms of senility or irreversible dementia. It must be supported by clinical proof and standardized tests that precisely measure decline in the areas of: (i) short term memory; (ii) orientation to time, place and person; (iii) deductive or abstract reasoning; and (iv) judgement as it relates to awareness of safety.

Additional terms, not explained here, are defined in the *plan*.

When Critical Disability Supplement Coverage Starts You will be covered under this rider on the later of:

- (a) the date this benefit takes effect; or
- (b) the date you become covered under the *plan*.

Critical Disability Supplement Benefit (Cont.)

When And How This Rider's Critical Disability Supplement Payments Start To start getting payments under this rider, you must meet all of the conditions shown below:

- (a) you must be *disabled* while insured by the *plan*;
- (b) you must stay *disabled* for the *plan's elimination period*;
- (c) you must have a *functional disability*: (i) while entitled to receive a *monthly benefit* from the *plan*; and (ii) that lasts at least 30 days in a row; and
- (d) you must be receiving regular and appropriate care from a *doctor*.

We use an independent entity to assess your *functional disability*.

You must also permit timely reassessments of your *functional disability* when we request them.

What We Pay If you meet the conditions stated above, we pay:

40% of your *prior monthly earnings*. We round this amount to the nearest dollar. The monthly maximum for this benefit is \$3,000.00.

When This Rider's Critical Disability Supplement Payments End We stop paying this benefit on the earlier of:

- (a) the date your *monthly benefits* from the *plan* end; or
- (b) the date you no longer have a *functional disability*.

When Critical Disability Supplement Coverage Ends Your coverage under this rider ends on the earlier of:

- (a) the date the *plan* is changed to end this benefit; or
- (b) the date your coverage under the *plan* ends.

The Guardian Life Insurance Company of America

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

WORKER'S COMPENSATION

For Persons Not Covered By Worker's Compensation A covered person may not be eligible for, or may choose not to be covered by Worker's Compensation. Such person may sustain an on-the-job or job-related injury. If this occurs, we provide benefits as described below:

- (1) For all coverages under this plan, except those that provide benefits for loss of life or loss of income due to disability, we pay benefits for covered charges incurred by the covered person for care and treatment of such injury or condition to the same extent we'd pay benefits for covered charges due to any other sickness or injury.

But what we pay is based on all the terms of this plan.

- (2) For any coverages that provide benefits for loss of income due to disability, we pay benefits for disability due to such injury or condition the same way we'd pay benefits for any other disability.

But what we pay is based on all the terms of this plan.

CGP-3-R-WCOMP-85

B595.0004

GLOSSARY

This Glossary defines the italicized terms appearing in your booklet.

CGP-3-GLOSS-90

B900.0118

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 form.

CGP-3-GLOSS-90

B750.0006

Employer means CREIGHTON UNIVERSITY .

CGP-3-GLOSS-90

B900.0051

Full-time means the *employee* regularly works at least the number of hours in the normal work week set by the *employer* (but not less than hours per week), at his *employer's* place of business.

CGP-3-GLOSS.1

B750.0230

Plan means the *Guardian* group *plan* purchased by your *employer*, except in the provision entitled "Coordination of Benefits" where "plan" has a special meaning. See that provision for details.

CGP-3-GLOSS-90

B900.0039

Proof or Proof of Insurability means an application for insurance showing that a person is insurable.

CGP-3-GLOSS-90

B900.0010

STATEMENT OF ERISA RIGHTS

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- (a) Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U. S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (b) Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts, collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions By Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of plan participants and beneficiaries. No one, including your employer, your union, or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Statement of Erisa Rights (Cont.)

Enforcement Of Your Rights If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a state or Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110.00 a day until you receive the material, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a federal court. If it should happen that plan fiduciaries misuse the plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds that your claim is frivolous.

Assistance with Questions If you have questions about the plan, you should contact the plan administrator. If you have questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor listed in your telephone directory or the Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

CGP-3-ERISA

B800.0093

Disability Benefits Claims Procedure

If you seek benefits under the plan you should complete, execute and submit a claim form. Claim forms and instructions for filing claims may be obtained from the Plan Administrator.

Guardian is the Claims Fiduciary with discretionary authority to determine eligibility for benefits and to construe the terms of the *plan* with respect to claims. Guardian has the right to secure independent professional healthcare advice and to require such other evidence as needed to decide your claim.

In addition to the basic claim procedure explained in your certificate, Guardian will also observe the procedures listed below. These procedures are the minimum requirements for benefit claims procedures of employee benefit plans covered by Title 1 of the Employee Retirement Income Security Act of 1974 ("ERISA")

Definitions "Adverse determination" means any denial, reduction or termination of a benefit or failure to provide or make payment (in whole or in part) for a benefit.

Timing For Initial Benefit Determination The benefit determination period begins when a claim is received. Guardian will make a benefit determination and notify a claimant within a reasonable period of time, but not later than the maximum time period shown below. A written or electronic notification of any adverse benefit determination must be provided.

Guardian will provide a benefit determination not later than 45 days from the date of receipt of a claim. This period may be extended by up to 30 days if Guardian determines that an extension is necessary due to matters beyond the control of the plan, and so notifies the claimant before the end of the initial 45-day period. Such notification will include the reason for the extension and a date by which the determination will be made. If prior to the end of the 30-day period Guardian determines that an additional extension is necessary due to matters beyond the control of the plan, and so notifies the claimant, the time period for making a benefit determination may be extended for up to an additional period of up to 30 days. Such notification will include the special circumstances requiring the extension and a date by which the final determination will be made.

A notification of an extension to the time period in which a benefit determination will be made will include an explanation of the standards upon which entitlement to a benefit is based, any unresolved issues that prevent a decision of the claim, and the additional information needed to resolve those issues.

If a claimant fails to provide all information needed to make a benefit determination, Guardian will notify the claimant of the specific information that is needed as soon as possible but no later than 45 days after receipt of the claim.

If Guardian extends the time period for making a benefit determination due to a claimant's failure to submit information necessary to decide the claim, the claimant will be given at least 45 days to provide the requested information. The extension period will begin on the date on which the claimant responds to the request for additional information.

Disability Benefits Claims Procedure (Cont.)

- Adverse Benefit Determination** If a claim is denied, Guardian will provide a notice that will set forth:
- the specific reason(s) for the adverse determination;
 - references to the specific *plan* provision on which the determination is based;
 - a description of any additional material or information necessary to make the claim valid and an explanation of why such material or information is needed;
 - a description of the plan's claim review procedures which a claimant may follow to have a claim for benefits reviewed and the time limits applicable to such procedures, including a statement indicating that the claimant has the right to bring a civil action under ERISA Section 502(a) following an adverse benefit;
 - identification and description of any specific internal rule, guideline or protocol that was relied upon in making an adverse benefit determination, or a statement that a copy of such information will be provided to the claimant free of charge upon request; and
 - in the case of an adverse benefit determination based on medical necessity or experimental treatment, notice will either include an explanation of the scientific or clinical basis for the determination, or a statement that such explanation will be provided free of charge upon request.

- Appeal of Adverse Benefit Determinations** If a claim is wholly or partially denied, the claimant will have up to 180 days to make an appeal.

Guardian will conduct a full and fair review of an appeal which includes providing to claimants the following:

- the opportunity to submit written comments, documents, records and other information relating to the claim;
- the opportunity, upon request and free of charge, for reasonable access to, and copies of, all documents, records and other information relating to the claim; and
- a review that takes into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In reviewing an appeal, Guardian will

- provide for a review conducted by a named fiduciary who is neither the person who made the initial adverse determination nor that person's subordinate;
- in deciding an appeal based upon a medical judgment, consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;

Disability Benefits Claims Procedure (Cont.)

- identify medical or vocational experts whose advice was obtained in connection with an adverse benefit determination; and
- ensure that a health care professional engaged for consultation regarding an appeal based upon a medical judgment shall be neither the person who was consulted in connection with the adverse benefit determination, nor that person's subordinate.

Guardian will notify the claimant of its decision not later than 45 days after receipt of the request for review of the adverse determination. This period may be extended by an additional period of up to 45 days if Guardian determines that special circumstances require an extension of the time period for processing and so notifies the claimant before the end of the initial 45-day period.

A notification with respect to an extension will indicate the special circumstances requiring an extension of the time period for review, and the date by which the final determination will be made.

Alternative Dispute Options

The claimant and the plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact the local U.S Department of Labor Office and the State insurance regulatory agency.

CGP-3-ERISA

B800.0075

Termination of This Group Plan

Your *employer* may terminate this group *plan* at any time by giving us 31 days advance written notice. This *plan* will also end if your *employer* fails to pay a premium due by the end of this grace period.

We may have the option to terminate this *plan* if the number of people insured falls below a certain level.

When this *plan* ends, you may be eligible to continue or convert your insurance coverage. Your rights upon termination of the *plan* are explained in this booklet.

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GUARDIANSM

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