

## APPENDIX – KEY TERMS & DEFINITIONS

Guardian – 18GI | Ages 18 - 75 | All States Except: California

### **Noncancelable and Guaranteed Renewable To The Expiration Date**

The insured may renew the policy at the end of each premium term until the Expiration Date\*. During that time we cannot change the premium or cancel the policy.

\*Expiration Date means the date on which coverage ends, if the policy has not previous terminated. The Expiration Date is shown in the Schedule Page.

### **Conditional Right to Renew After Expiration Date – Premiums Can Change**

After the Expiration Date\*, the insured may conditionally renew the policy on each policy anniversary, if you are not disabled, you are gainfully employed full time for at least ten months each year, the premium is paid on time, and the policy is in force up to the Expiration Date.

\*Expiration Date means the date on which coverage ends, if the policy has not previous terminated. The Expiration Date is shown in the Schedule Page.

**Presumptive Total Disability** - Presumptive Total Disability is designed to help in the event of severe disabilities such as the complete loss of sight in both eyes, hearing in both ears, speech, or the use of any two of your hands or feet - even if the loss is not permanent and/or the insured is still able to work.

### **Issue Ages: 18-75**

### **Total Disability Definition**

You are considered totally disabled if as a result of injury or sickness, you are not able to perform the material and substantial duties of your occupation and are not gainfully employed.

**Waiver of Premium** enables the insured to continue coverage, without paying the premium, not only while disabled but also for six months after the insured is no longer disabled.

**Waiver of Elimination Period** - If the insured suffers a disability that lasts more than six months and Guardian pays benefits, Guardian will waive the elimination period, or waiting period, for any subsequent 30-day or longer disability that occurs within five years - regardless of the cause.

**Recurrent Disability** - No new elimination period if a disability from the same cause(s) occurs within 12 months of a previous period of disability.

**Occupational Rehab and Modification and Access Benefit Endorsement (included at no additional cost)** - If, as a result of a disability, the insured needs an occupational rehabilitation program to help him or her get back to work, Guardian will cover the costs of such program. Guardian will also reimburse the cost of appropriate and reasonable modifications to a work place that enable the insured to perform his or her duties.

**Enhanced Portability Option** - One time opportunity to purchase, without medical underwriting, additional coverage, up to maximum GSI monthly benefit. The insured must apply within 90 days of leaving employer.

**Hospice Benefit** - If the insured is ever admitted into a hospice program, Guardian will consider the insured to be totally disabled and waive the elimination period, so benefits are payable right away.

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### **Mental and/or Substance-Related Disorder Limitation**

For mental and/or substance-related disorders, the policy only provides up to 24 months of benefits during your lifetime, unless you remain continuously confined in a hospital for treatment.

**Suspension During Unemployment** - Should the insured become unemployed, he or she will have the option to stop making premium payments for up to twelve months. The policy will not be cancelled, but the insured won't be eligible for coverage during that time.

**Suspension for Active Military Service** - The policy will be suspended on the date you begin active duty in the military of any nation or international authority including, but not limited to the United States Army, Navy, Air Force, Marine Corps, Coast Guard, or National Guard. Active duty does not include training that last 90 days or less, or any period of travel preceding a period of active duty. The suspension ends when you are no longer on active duty.

The policy must be in force and premium must be paid to date it is suspended. The policy will not cover losses that results from injury or sickness that occurs or begins while the policy is suspended and no privileges or options under the policy or any attached riders may be exercised. The suspension of the policy ends when you are no longer on active duty. On the date Guardian receives a written request to place the policy back in force and the required pro rate premium, the policy will be placed back in force. Guardian will not require evidence of insurability. The policy will terminate if the premium for the policy remains unpaid for more than 90 days after the suspension ends.

**3-Month Pre-Existing Condition Limitation** Endorsement amends the pre-existing condition limitation to a 3-month period prior to the effective date of the policy and extends the limitation to 12 months after the effective date of the policy.

This is subject to change if the offer is not 3/12 PECL.

### **Exclusion and Limitations:**

There are exclusions and limitations in the policy, subject to state variations.

Guardian will not pay for any disability:

- caused by, contributed to by, or which results from, military training, military action, military conflict, or war, whether declared or undeclared, while you are serving in the military or a military auxiliary unit, either active or reserve, or working for contracted military services; or
- for any period of time in which you are incarcerated or under court-ordered home confinement; or
- caused by, contributed to by, or which results from, your commission of, or attempt to commit, a criminal offense as defined under local, state, or federal law; or
- caused by, contributed to by, or which results from, your being engaged in an illegal occupation or professional misconduct; or
- caused by, contributed to by, or which results from, any suspension, revocation, restriction, inactivation, surrender, or the like, of your professional or occupational license or certification; or
- caused by, contributed to by, or which results from, an intentionally self-inflicted injury; or
- due to any loss we have excluded by name or description.

### **Limitation While Outside of the United States or**

**Canada** - Benefits for disability will be limited to a total of twelve months during your lifetime unless you are living full time in the United States or Canada for at least six consecutive months in each calendar year. United States refers to the 50 states that comprise the United States of America and the District of Columbia.

If benefits under the policy have ceased because of this limitation and you return to the United States or Canada, benefits may resume under the policy if all terms and conditions of the policy are satisfied.

If you continue to reside outside of the United States or Canada, premium will become due beginning three months after benefits under the policy have ceased.

### **Conditional Renewal After The Expiration Date**

After the Expiration Date, the policy may be conditionally renewed on each policy anniversary, if:

- You are not disabled; and
- You are gainfully employed full time for at least ten months each year; and
- the premium is paid on time;
- the policy is in force up to the Expiration Date.

## APPENDIX – OPTIONAL\* RIDERS

\*Riders listed below may be available to you – please review your enrollment offer to confirm rider availability  
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**Total Disability In Your Occupation Rider -** Total Disability or Total Disabled means that solely due to injury or sickness, you are not able to perform the material and substantial duties of your occupation. You will be Totally Disabled even if you are gainfully employed in another occupation so long as, solely due to injury or sickness, you are not able to work in your occupation.

**Enhanced Partial Disability Benefit Rider** provides a benefit when the insured is gainfully employed and is not totally disabled but, solely due to sickness or injury, has a 15% or greater loss of income from pre-disability income or is unable to work as many hours or unable to perform all the same duties that the insured did prior to the disability. For the first 12 months of partial disability, the rider provides an enhanced benefit of 50% of the monthly benefit, or the loss of income less any other disability insurance benefits, whichever is greater, not to exceed the monthly benefit of the policy. This rider also provides a recovery benefit up to the benefit period of the policy if the insured is no longer disabled but continues to have an income loss of at least 15% solely due to the injury or sickness that caused their partial disability.

**Enhanced Catastrophic Disability Benefit Rider -** The insured is catastrophically disabled if, due to injury or sickness, he or she is unable to perform two or more Activities of Daily Living (ADL) without human standby assistance, or is cognitively impaired, or is irrecoverably disabled. Catastrophic disability benefits are payable in addition to base policy benefits for total disability. The rider also includes an automatic, compounded 3% cost of living adjustment feature.

**3% Compound Cost of Living Adjustment (COLA) Rider -** Provides, on the anniversary of a claim while benefits are payable, a 3% adjustment in monthly benefit applicable to benefits paid for the next 12 months. There is no cap to the amount of the adjustments that may be made over the life of the claim. Upon recovery, the insured maintains the incremental monthly benefit generated by this rider at no additional cost.