
CERTIFICATE OF COVERAGE

The Guardian Life Insurance Company of America

10 Hudson Yards
New York, New York 10001
(212) 598-8000

The Group Term Life Insurance described in this Certificate is attached to the group Policy effective January 1, 2020. This Certificate replaces any Certificate previously issued under this Policy or under any other plan providing similar or identical benefits issued to the Policyholder by Guardian.

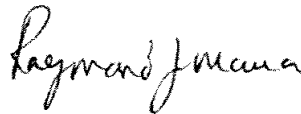
GROUP TERM LIFE INSURANCE

Guardian certifies that the Employee to whom this Certificate is issued is eligible for the coverage, and in the amount, described herein. In order to be eligible for coverage, the Employee must: (a) satisfy all of this Policy's eligibility and Effective Date requirements; (b) be listed in Our and/or the Policyholder's records as a validly covered Employee under the Policy; (c) satisfy any necessary Proof of Insurability requirements; and (d) all required premium payments have been made by or on behalf of the Employee.

The Employee and/or his or her Dependents are not covered by any part of this Policy for which he or she has waived coverage. Such a waiver of coverage is shown in Our and/or the Policyholder's records.

Policyholder: ENSIGN ENERGY SERVICES, LLC
Group Policy Number: 00565803

The Guardian Life Insurance Company of America



Raymond Marra, Senior Vice President, Group and Worksite Markets

B400.3114

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GENERAL PROVISIONS

Applicable Benefits

This Certificate may include multiple benefit options and types of benefits. You will only be covered for benefits if:

- They were previously selected in an acceptable manner and mode, such as an enrollment form or other required form; and
- We have received any required premium.

If Proof of Insurability is required, You will not be covered unless You satisfy the Proof of Insurability requirements stated in the Certificate and Schedule of Benefits.

Limitation Of Authority

Only the President, a Vice President or a Secretary of Guardian, has the authority to act for Us in a written and signed statement to:

- Determine whether any contract, Policy or Certificate is to be issued;
- Waive or alter any contract or Policy provisions, or any of Our requirements;
- Bind Us by any statement or promise relating to the contract issued or to be issued; or
- Accept any information or representation which is not in a signed application.

Agents and brokers do not have the authority to change the contract or Policy or waive any of its provisions.

Ownership

Owner:

The Owner is the Employee to whom this Certificate is issued and who is eligible for coverage as described on the Certificate Data page or in any later change shown in our records. While the Insured is living and subject to any assignment on file with us, the Owner alone has the right to receive all benefits and exercise all rights this Certificate grants or We allow.

Successor Owner:

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

Changes in Ownership:

You may change an Owner by written request. Unless otherwise specified by the Owner, the change will take effect as of the date the request is signed, whether or not the Insured is living when We receive the request at our Customer Service Office. However, the change will not apply to any payments made or actions taken by us on or before the date the request is received in Good Order at Our Customer Service Office.

Incontestability

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

No statement in any application, made by You, or any dependent, will be used to contest the validity of Your insurance or to deny a claim for a loss incurred, or for a disability which starts, after such insurance has been in force for two years during Your lifetime.

If this Certificate replaces a plan Your Employer had with another insurer, We may rescind this Certificate based on misrepresentations or omissions made by Your Employer or You in a signed application for up to two years from the Effective Date of the Policy.

Grace In Payment Of Premiums Termination Of Certificate

A grace period of 31 days, without interest charge, will be allowed for each premium payment except the first. If any premium is not paid before the end of the grace period, this Certificate ends with respect to all at the end of the grace period. If You give Us advance written notice of an earlier termination date during the grace period, this Certificate will end as of such earlier date.

If this Certificate ends during or at the end of the grace period, You will still owe Us premium for all the time this Certificate was in force during the grace period.

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

The Contract

The entire contract between the Policyholder and Us consists of:

- The Policy;
- The Schedule of Premium Rates;
- The Certificate(s) which describe(s) the insurance for which Covered Persons are insured;
- Any attached riders, schedule of benefits or amendments; (5) and the Policyholders application.

In the event of a conflict, the Policy shall reign.

We can amend the Policy at any time, without the consent of the insured Employees or any other person having a beneficial interest in it:

- Upon written request made by the Policyholder and agreed to by Us; or
- On any date Our obligation under this Policy with respect to the Policyholder is changed because of statutory or other regulatory requirements.

If We amend this Policy, except upon request made by the Policyholder, We must give the Policyholder written notice of such change.

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 Guardian, has the authority to act for Us to:

- Determine whether any contract, policy or certificate is to be issued;
- Waive or alter any provisions of any contract or policy, or any of Our requirements;
- Bind Us by any statement or promise relating to the contract issued or to be issued; or
- Accept any information or representation which is not in a signed application.

Statements

No statement will void the insurance under this Certificate, or be used in defense of a claim unless:

- in Your case, it is contained in the application signed by You;
- In the case of a Covered Person, it is contained in a written instrument signed by him or her.

All statements, in the absence of fraud, will be deemed representations and not warranties.

Clerical Error Misstatements Of Age

Neither clerical error by You or Us in keeping any records on the insurance under this Certificate, nor delays in making entries, will invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated. On discovery of such error or delay, an equitable adjustment of premiums will be made.

Premium adjustments involving return of unearned premium to You will be limited to the period of 60 days before the date of Our receipt of satisfactory evidence that such adjustments should be made.

The age of an Employee or any other relevant facts, may be found to have been misstated. If premiums are affected due to this, 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 to determine whether insurance is in force under the terms of this Policy, and in what amount.

If the age of the insured has been understated, the amount payable under the policy is the amount that the premium paid would have purchased, if the insured's age had been stated correctly.

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 the Certificate no more than once every three months. We also have the right to have an autopsy performed in the case of death where allowed by law. We will pay for all such examinations and autopsies.

Overpayment Recovery

If We overpay benefits, all such benefits must be repaid in full. We have the right to reduce the benefit or reduce any other benefits payable under this Certificate, toward recovery of any overpayment.

B401.1113

ELIGIBILITY FOR GROUP TERM LIFE COVERAGE - EMPLOYEE COVERAGE

Conditions Of Eligibility

Subject to the conditions of eligibility set forth below, and to all of the other conditions of this Certificate, You are eligible for Group Term Life coverage if You are:

- In an eligible class of Employees;
- An active Full time Employee;
- Legally working in the United States and/or Canada or working outside of the United States for a United States based Employer in a country or region approved by Us; and
- Working at least the minimum number of hours of an Employee in Your eligible class at:
 - The Employer's place of business;
 - Some place where the Employer's business requires You to travel; or
 - Any other place You and the Employer have agreed upon for the performance of your occupational duties.

You are **not** eligible for Group Term Life coverage if You are:

- A temporary or seasonal Employee.

Enrollment Requirement If You must pay all or part of the cost of Your coverage, We will not cover You until You enroll and agree to make the required payments.

Proof Of Insurability Part or all of Your insurance amounts may be subject to proof that You are insurable. The Schedule of Benefits explains if and when We require Proof of Insurability. You will not be covered for any amount that requires such Proof of Insurability until You provide such proof to Us and We approve it in writing.

The Waiting Period If You are in an eligible class, You are eligible for Group Term Life insurance under this Certificate after You complete the service waiting period, if any, established by the Employer.

Multiple Employment If You work for both the Employer and a covered associated company, or for more than one covered associated company, We will treat You as if only one firm employs You. You will not have multiple life insurance coverage under this Certificate. But, if this Certificate uses the amount of Your Insured Earnings to set the rates, determine class, figure insurance amounts, or for any other reason, such Insured Earnings will be figured as the sum of Your Insured Earnings from all covered Employers.

B400.3124

When Coverage Starts

For coverage to start, You must be fully capable of performing the major duties of Your regular occupation for the Employer and working the minimum required number of hours of an Employee in Your eligible class at 12:01 A.M. Standard Time for Your place of residence on Your scheduled Eligibility Date. And, for coverage to start, You must satisfy all of the Conditions of Eligibility described above, and the conditions shown below which apply to You. If You are not fully capable of performing the major duties of Your regular occupation on Your scheduled Eligibility Date, We will postpone the start of Your coverage until You are so capable and working the minimum required number of hours of an Employee in Your eligible class for one full day, with the capacity to do so for one full week.

Your coverage is scheduled to start on Your Eligibility Date.

B400.3128

Exception to When Coverage Starts

Sometimes a scheduled Eligibility Date is not a regularly scheduled work day. If the scheduled Eligibility Date falls on:

- A holiday;
- A vacation day;
- A non-scheduled work day;
- A day during an approved leave of absence not due to Sickness or Injury, of 90 days or less; or
- A day during a period of absence that is less than 7 days in duration;

and if:

- You are fully capable of performing the major duties of Your regular occupation for Your Employer for the minimum number of hours of an Employee in Your eligible class at 12:01 AM Standard Time for Your place of residence on the scheduled Eligibility Date; and
- You were performing the major duties of Your regular occupation and working the minimum number of hours of an Employee in Your eligible class on Your last regularly scheduled work day;

Your coverage will start on the scheduled Eligibility 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, layoff or absence and such coverage or part of coverage was not previously in force for You under a prior plan which this Certificate replaced.

Any part of Your coverage which is subject to Proof Of Insurability will not start unless You send such proof to Us, and We approve it in writing. Once We have approved it, that part of Your coverage is scheduled to start on Your approved Eligibility Date.

B400.3131

When Coverage Ends

Your coverage will end on the first of the following dates:

- The last day of the month in which Your Active Work ends for any reason, except as noted below under Coverage During Leave of Absence. Such reasons include:
 - Disability;
 - Death;
 - Retirement;
 - Layoff;
 - Leave of absence;
 - The end of employment; and
 - Expiration of the employment contract.
- The last day of the month in which You stop being an eligible Employee under this Certificate.
- The date You are no longer working in the United States and/or Canada, or no longer working outside the United States for a United States based Employer in a country or region approved by Us. Any incidental business or personal travel outside of the United States and/or Canada, or outside of a country or region approved by Us, is covered. Such travel will be considered incidental if it is for a period not to exceed 30 consecutive days.
- The date the group Certificate ends, or is discontinued for a class of Employees to which You belong.
- The last day of the period for which required payments are made for You.

You may have the right to continue certain group benefits for a limited time after Your coverage would otherwise end. And, You may have the right to replace certain group benefits with converted policies. The Employer will notify you of any conversion options available.

B401.2827-R

CONTINUATION OF COVERAGE

Coverage During Disability

If Your Active Work ends because You are Totally Disabled, You and Your Employer may agree to continue Your insurance for the amount of basic term life insurance for which You are insured on Your last day of Active Work, subject to continued payment of all required premiums, until the earlier of:

- The date you are no longer Totally Disabled, as defined by this Certificate;
- 12 months; from the date Your Total Disability began;
- The date you are approved for any Waiver of Premium Benefit for which you are eligible; or
- The date of Your 99th birthday.

We may require written Proof of Loss that You remain Totally Disabled and are receiving regular Doctor's care to maintain this benefit. This Proof of Loss must be given to Us within 30 days of the date We request it. Your eligibility for benefits will be governed by all the terms of this Certificate.

Coverage During Temporary Layoff

If Your Active Work ends because You are temporarily laid off, You and Your Employer may agree to continue Your insurance, subject to continued payment of all required premium, until the earlier of:

- The end of the temporary layoff; or
- The end of the month in which You are laid off plus 1 month(s).
- The end of the time period covered under a severance agreement not to exceed 1 month(s).

If You die or become Disabled under this Certificate while Your coverage is being continued during a temporary layoff, Your eligibility for benefits will be governed by all the terms of this Certificate.

Coverage During Temporary Leave of Absence

If Your Active Work ends because You go on a leave of absence that has been approved by Your Employer, You and Your Employer may agree to continue Your insurance, subject to continued payment of all required premiums, until the earlier of:

- The end of the Employer approved leave of absence; or

- The end of the month in which Your leave begins plus 4 months.

If You become Disabled under this Certificate while Your coverage is being continued during a leave of absence, Your eligibility for benefits will be governed by all the terms of this Certificate.

B400.3136-R

EMPLOYEE TERM LIFE INSURANCE

B400.3211

Basic Term Life Insurance

If You die while covered for Group Term Life insurance, We will pay Your beneficiary the amount shown in the Schedule Of Benefits.

Payment Of Benefits We will pay this insurance as soon as We receive written Proof of Loss as shown in the Claims Provisions section of this Certificate.

The Beneficiary You decide who receives this benefit when You die. Your beneficiary designation should be provided in a means acceptable by Us.

You can change Your beneficiary at any time by providing written notice; unless You have assigned this insurance. But, the change will not take effect until We or the Employer records the change.

We will not be liable for any amounts paid before receiving notice of a beneficiary change.

In no event may a beneficiary be changed by a Power of Attorney.

If You named more than one person as a primary beneficiary, but You do not specify what shares each such primary beneficiary is entitled to receive, We will divide the benefits equally among all such named primary beneficiaries who survive You. If someone You named as a primary beneficiary dies before You, that person's share will be divided equally by the primary beneficiaries still alive; unless You have specified otherwise.

If You have named a contingent beneficiary or contingent beneficiaries, We will pay Your contingent beneficiary or contingent beneficiaries, if no primary beneficiary survives You. If there is more than one contingent beneficiary who is eligible for benefits, We will divide the benefits equally among all such named contingent beneficiaries who survive You; unless You have specified otherwise.

If there is no primary or contingent beneficiary or beneficiaries eligible for benefits when You die, We will pay this benefit as follows:

- To Your Spouse;
- If Your Spouse does not survive You, then to Your children who survive You in equal shares;
- If no Spouse or children survive You, then to Your parents who survive You in equal shares;
- If no Spouse, children, or parents survive You, then to Your brothers and sisters in equal shares;
- If none of the above parties survive You, then to Your executors or administrators of Your estate.

Assigning This Life Insurance If You assign this insurance, You permanently transfer all Your rights under this insurance to the assignee.

We will recognize an assignee as the owner of the rights assigned only if:

- The assignment is in writing and signed by You; and
- A signed or certified copy of the written assignment has been received and approved by Us in writing.

Unless otherwise specified by You, the assignment shall take effect on the date the notice of assignment is signed by You, subject to any payments made or actions taken by Us prior to receipt of the notice.

We are not responsible for any legal, tax, or other effects of any assignment, or for any benefits We pay under this Certificate before We receive and approve any assignment.

We suggest You speak to Your lawyer before You make any assignment.

Payment Of Funeral Expenses We have the option of paying up to \$500 of this benefit to any person who incurred expenses for Your funeral.

Repatriation Benefit We will pay an extra sum for covered loss of life which occurs at least 75 miles from Your home. In that case, We will reimburse up to \$5,000 to any person who incurred expenses to prepare and transport Your body to a mortuary chosen by You or an authorized agent. The total repatriation benefit payable under Your life and AD&D contracts will not exceed \$5,000.

B400.3212

CONVERTING THIS EMPLOYEE BASIC TERM LIFE INSURANCE

If Employment Or Eligibility Ends

Your group life insurance ends on the date:

- Your active Full-Time employment ends; or
- You stop being a member of an eligible class.

If Your group life insurance ends, Your Employer is responsible for providing You Notice of Your Right to Convert.

If You are not Totally Disabled, You can apply to convert Your Employee group basic life insurance to a permanent life insurance policy.

You can apply to convert up to the full amount of basic life insurance for which You were insured under this Certificate on the date Your insurance ended, less any group life insurance for which You become eligible in the 31 days after Your insurance under this Certificate ends.

If This Certificate Ends Or Group Life Insurance Is Discontinued

Your group life insurance also ends:

- If this Certificate ends; or
- Life insurance is discontinued from this Certificate for all Employees or for Your class.

If Your group life insurance ends for either of these reasons, You may apply to convert Your Employee group basic life insurance to a Converted Policy.

You can apply to convert to a permanent life insurance policy, if

- You are not Totally Disabled; and
- You have been insured by a Guardian group life insurance plan or a group plan it replaces for at least five consecutive years.

However, the amount of life insurance that You can convert in either scenario is limited to the lesser of:

- \$2,000, or
- The amount of Your basic life insurance under this Certificate, less any group life insurance for which You become eligible in the 31 days after Your insurance under this Certificate ends.

If You Are Totally Disabled

Your group life insurance ends on the date:

- Your active Full-Time employment ends;
- You stop being a member of an eligible class;
- This Certificate ends; or
- Life insurance is discontinued from this Certificate for all Employees or for Your class;

and

- You are Totally Disabled; and
- You are eligible for Waiver of Premium Benefits pursuant to the Waiver of Premium Benefit Rider, but You have not yet been approved for the Waiver of Premium of Benefit,

You can apply to convert Your group term life insurance to:

- A permanent life insurance policy; or
- Interim term life insurance coverage.

You can apply to convert up to the full amount of basic life insurance for which You are insured under this Certificate on the date Your insurance ends, less any group life insurance for which You become eligible in the 31 days after Your insurance under this Certificate ends.

However, if You have coverage under this Certificate's Exception to When Employee Coverage Starts, You may not convert if You are eligible or could become eligible under the prior plan's waiver of premium provision.

If You have converted and are later approved for this Certificate's Waiver of Premium Benefit, the Converted Policy will be cancelled as of the date You are approved for the Waiver of Premium Benefit. In this instance, Your coverage under this Certificate will continue subject to its terms, provided You remain eligible for the Waiver of Premium Benefit.

Interim Term Life Insurance

You may choose to apply to convert to interim term life insurance coverage if:

- You are Totally Disabled; and
- You may be eligible for Waiver of Premium Benefits based upon Your age, but You have not yet been approved for the Waiver of Premium Benefit.

If interim term life insurance coverage is issued to You, it can remain in force for up to one year from the date the interim term life insurance coverage goes into force and effect.

If You are approved for this Certificate's basic Waiver of Premium Benefit during this year, the interim term life insurance coverage will be cancelled as of the date that You are approved for the Waiver of Premium Benefit. In this instance, Your coverage under this Certificate will continue subject to its terms, provided You remain eligible for the Waiver of Premium Benefit. If You have not been approved for this Certificate's basic Waiver of Premium Benefit, the interim term life insurance coverage will end exactly one year from the first day said coverage goes into force and effect, and Your life insurance will be converted to a permanent life insurance policy. Premiums for the permanent life insurance policy will be based on Your age as of the date You convert from the interim term life insurance coverage.

If You are Totally Disabled, but You are not eligible for the Waiver of Premium Benefit based on Your age, You can apply to convert to a permanent life insurance policy.

How and When to Convert To obtain a Converted Policy, We must receive a written application fully completed by You, and all required premiums within the Conversion Period. Your Employer is responsible for providing You with Notice of Your Right to Convert within 15 days of the date Your group life insurance ends. We will not ask for proof that You are insurable. In order to obtain a Converted Policy, You must satisfy all conditions required to convert within the Conversion Period.

Coverage will begin under the Converted Policy when We receive:

- A written application fully completed by You; and
- All required premiums during the Conversion Period.

Death During The Conversion Period We will pay a death benefit equal to the amount of life insurance that could have been converted if:

- You die within the Conversion Period; and
- But for Your death, You would have been entitled to purchase a Converted Policy; and
- We receive Proof of Loss.

Any benefit payable under the group Certificate will be paid to the beneficiary You designate under the group Certificate. However, if the Converted Policy has already taken effect, any benefit payable under the Converted Policy will be paid to the beneficiary You designated for the individual life insurance on the application for conversion. Under no circumstances will a benefit be paid under both the group Certificate and the Converted Policy.

B400.3224

Portability And Conversion If You choose to convert, this Certificate's portability privilege will not be available. In the event that a person would be eligible to both convert and to port, only one of these privileges may be chosen. Coverage under both a Conversion Policy and a portable certificate of coverage at the same time is not permitted. You should read the entire Certificate, as well as any related materials carefully before making a choice.

B400.3234

CLAIM PROVISIONS

Your right to make a claim for Group Term Life insurance benefits provided by this Certificate is governed as follows:

Authority We have discretionary authority to:

- Interpret the terms of this Certificate; and
- Determine Your eligibility for coverage and benefits under this Certificate.

All such determinations are conclusive and binding, except that they may be modified or reversed by a court or regulatory agency with appropriate jurisdiction.

Notice Written notice of intent to file a claim under this Certificate must be sent to Us within 20 days of the date of the loss. This Notice should include the name of the insured and the Policy number. If the claim is being made for any other Covered Person, his or her name should also be shown. For details, You can call Us at 1-800-525-4542.

Claim Forms We will furnish forms for filing proof of death within 15 days of receipt of Notice. If we do not furnish the forms on time, We will accept a written Notice and adequate proof of death that is the basis of the claim as Proof of Loss.

Proof of Loss You must send written Proof of Loss to Our designated office within 90 days of the loss.

Late Notice and Proof of Loss We will not void or reduce Your claim if we do not receive Notice and Proof of Loss within the required time. In that case, Notice and Proof of Loss must be sent as soon as reasonably possible.

Proof of loss and other claim data should be submitted to:

The Guardian Life Insurance Company of America
Group Life Claims Department
P.O. Box 14334
Lexington, KY 40512

Payment of Benefits We will pay the Group Term Life insurance benefit as soon as We receive written Proof of Loss, no later than two months after the date of receipt.

Interest will be paid on the proceeds from the date of receipt of Proof of Loss until time benefits are paid. Interest will be computed daily at the rate of interest currently payable on individual life policy dividends left on deposit. Such amount shall be added to the life insurance benefit amount.

Legal Actions No legal action against Guardian related to this Certificate may be brought until 60 days from the date Proof of Loss has been given as shown above. No legal action may be brought against Guardian related to claims for benefits under this Certificate after three years from the date of the final benefit determination.

B401.1104

DEFINITIONS

This section defines certain terms appearing in this Certificate.

B400.3503

Active Work or Actively At Work These terms mean You are able to perform, and are performing, all of the regular duties of Your work for the Employer, on a Full-Time basis at:

- One of the Employer's usual places of business;
- Some place where the Employer's business requires You to travel; or
- Any other place You and the Employer have agreed on for Your work.

B400.3504

Activities Of Daily Living This term means the ability to independently perform the following, with or without equipment or adaptive devices:

- **Bathing:** Washing oneself by sponge bath or in either a tub or shower, including the task of getting into or out of the tub or shower.
- **Dressing:** Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- **Toileting:** Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- **Transferring:** Sufficient mobility to move into or out of a bed, chair or wheelchair or to move from place to place, either via walking, a wheelchair or other means.
- **Continence:** The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- **Eating:** Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

B401.1105

Certificate This term means this Certificate of Coverage, including any riders and enrollment forms that may be attached to this Certificate.

B400.3506

Conversion Period This term means the consecutive 31 day period beginning on the date Your Employee group basic life insurance ends.

B400.3507

Converted Policy This term means a policy which provides individual life insurance, on an interim term or permanent basis, resulting from the option to convert provided in the Policy. The Converted Policy will not provide any:

- Benefits for accidental death;

- Waiver of Premium Benefits; or
- Other supplemental benefits.

The benefits provided by the Converted Policy may not be the same as the benefits provided by this Certificate.

The premium for the Converted Policy will be based on

- Your risk and rate class under this Certificate; and
- Your age on the date the Converted Policy goes into effect.

B400.3513

Covered Person This term means the Employee insured by this Certificate.

B400.3515

Disabled This term means the Covered Person is:

- Not able to perform any work for wage or profit; and
- Receiving Regular and Appropriate Care for the cause of Disability.

B400.3516

Doctor Any medical practitioner We are required by law to recognize. He or she must:

- Be properly licensed or certified by the laws of the state where he or she practices; and
- Provide services that are within the lawful scope of his or her practice.

B400.3517

Effective Date This term means the date the Certificate goes into force and effect as stated on the cover page of the Certificate of Coverage, or any change to the Certificate as requested by the Policyholder and approved by Us and in force and effect as stated on the cover page of the Certificate of Coverage.

B400.3518

Eligibility Date This term means the earliest date a Covered Person is eligible for coverage under this Certificate, and he or she has satisfied all requirements for coverage to begin, as required by this Certificate.

- For Employee coverage, this term means the earliest date You are eligible for coverage under this Certificate.
- For an Employee in Active Work who has completed any waiting period required by the Employer as of the Effective Date of this Certificate, the Eligibility Date means the Effective Date of this Certificate.
- For an Employee in Active Work as of the Effective Date of this Certificate who has not completed any waiting period required by the Employer, the Eligibility Date will be the date following the completion of the required waiting period.

- For an Employee hired on or after the Effective Date of this Certificate, the Eligibility Date will be the later of the Employee's date of hire or the first date after the end of any waiting period required by the Employer.

If this plan requires Employees to elect coverage under this Certificate, the Eligibility Date will be the later of:

- The Employee's date of hire;
- The first date after any waiting period required by the Employer; or
- The approval by Us in writing of any coverage for which You were required to provide Proof of Insurability.

B400.3520

Employee This term means a person who works for the Employer at the Employer's place of business and whose income is reported to the United States Internal Revenue Service, and/or a state, for tax purposes. Partners and proprietors will also be treated as employees if the Conditions of Eligibility requirements are met.

B400.3521

Employer This term means ENSIGN ENERGY SERVICES, LLC .

B400.3522

Enrollment Period This term means the 31 day period which starts on the date the Covered Person first becomes eligible for coverage.

B400.3523

Full-Time This term means You are not a part time Employee as defined by Your Employer and the average number of hours You worked for the 6 months prior to the last full day worked was at least 25 hours per week at:

- Your Employer's place of business;
- Some place where the Employer's business requires You to travel; or
- Any other place You and Your Employer have agreed upon for the performance of occupational duties.

B400.3525

Insured Earnings Only Your earnings from the Employer will be included as Insured Earnings.

- **For Partners And S Corporation Shareholders** Insured Earnings means the sum of the amounts listed below:
 - Your compensation as an Employee or S Corporation shareholder, as reported on Your Federal Income Tax Return(s), Form 1040, for the prior calendar year, less the gross total of unadjusted Employee business expenses as included on the corresponding Schedule A Itemized Deductions.

- Your non-passive income(loss) from trade of business as reported on Schedule E - Part II of Your Federal Income Tax Return(s), Form 1040, for the prior calendar year, less any expenses incurred and reported elsewhere on Your Return; and
- Your contributions during the prior calendar year, deposited into a:
 - Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
 - Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

If You are not a partner or S Corporation shareholder for the full prior calendar year. Your earnings will be based on the annualized sum of the listed amounts for the period of time that You are a partner or S Corporation shareholder during that calendar year.

- **For Sole Proprietors:** Insured Earnings means the sum of the amounts listed below.
 - Your annual net profit as determined from Schedule C - Part II of Your Federal Income Tax Return(s), Form 1040 for the prior calendar year and
 - Your annual contribution during the prior calendar year deposited into a:
 - Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
 - Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

Annual net profit is calculated as gross income less total expenses.

If You are not a sole proprietor for the full prior calendar year. We will calculate annual net profit and annual contributions using the full number of months that You are a sole proprietor during such time.

- **For Employees Who Are Compensated On Less Than A 12 Month Basis:** Insured Earnings means annual earnings determined from Your annual contract salary. If You do not have an annual contract salary, Insured Earnings means Your salary for the prior calendar year.

Your base annual salary will include shift differential.

The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

Earnings based on excluded income and Employer contributions deposited into such 401(k), 403(b), 457 or similar plan are not included.

The term does not include:

- Bonuses;
- Overtime pay;
- Expense accounts;
- Stock options; and
- Any other extra compensation.

If You are paid hourly, We calculate Insured Earnings based on actual hours worked or billed in the 12 months before the date you ceased working your normally scheduled hours.

We do not include pay for hours worked or billed over 40 per week.

- **For Employees Whose Income Is Reported On A IRS Form 1099:** Insured Earnings means Your annual earnings as figured from the 1099 form(s) received from the Employer for the prior calendar year.

Earnings are calculated as Your earned income as reported on the 1099 form(s) minus business expenses as reported on Schedule C - Part II of Your Federal Income Tax Return(s), Form 1040.

The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

B400.3527

- **For Any Other Employee Who Receives Base Salary Only:** Insured Earnings means Your base annual salary from the Employer.

Your base annual salary will include shift differential.

The term also includes Your annual contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

Earnings based on excluded income and Employer contributions deposited into such 401(k), 403(b), 457 or similar plan are not included. The term does not include:

- Bonuses;
- Commissions;
- Overtime pay;

- Expense accounts;
- Stock options; and
- Any other extra compensation.

If You are paid hourly, We calculate Insured Earnings based on actual hours worked or billed in the 12 months before the date you ceased working your normally scheduled hours.

We do not include pay for hours worked or billed over 40 per Week.

B400.3528

Notice of Right to Convert This term means the written notice presented to You by the Employer, delivered to Your last known address.

B400.3539

Policy or Plan This term means the Group Term Life insurance coverage described in the Policy and this Certificate.

B400.3541

Proof Of Insurability This term means the completion of an evidence of insurability requirement as defined in the Schedule of Benefits.

B400.3542

Proof of Loss This term means the documents that are deemed acceptable for purposes of substantiating a claim. Acceptable Proof of Loss includes:

- An original certified finalized death certificate;
- The beneficiary designation in effect at the time of death;
- Enrollment information documenting that the insured was properly enrolled for the amount of coverage claimed;
- A fully completed claim form; and
- Any additional information deemed necessary during the course of Our claim investigation. This may include, but is not limited to, an autopsy report, investigative reports, toxicology reports and medical records.

B400.3543

Reasonable Accommodation This term means any modification or adjustment that the Employer willingly provides to:

- A job;
- An employment practice;
- A work process; or
- The work place.

The modification or adjustment must make it possible for a Disabled person to:

- Reach the same level of performance as a similarly situated non-disabled person; or

- Enjoy equal benefits and privileges of employment as are available to a similarly situated non-disabled person.

The modification or adjustment must not place an undue hardship on the Employer.

B400.3545

Regular and Appropriate Care

This term means, with respect to Your disabling condition(s) and any other condition(s) which, if left untreated, would adversely affect Your disabling condition, You:

- Visit a Doctor as frequently as medically required, according to generally accepted medical standards, to effectively manage these conditions; and
- Are receiving the most appropriate treatment, according to generally accepted medical standards, designed to achieve maximum medical improvement in these conditions.

Treatment must be provided by a Doctor or Doctors whose specialty is most appropriate according to generally accepted medical standards for You:

- Disability; and
- Any other conditions which left untreated would adversely affect Your disabling condition.

Generally accepted medical standards are those supported by nationally recognized authorities in the health care field including:

- The American Medical Association (AMA);
- The AMA Board of Medical Specialties;
- The Food and Drug Administration;
- The Centers for Disease Control;
- The National Cancer Institute;
- The National Institutes of Health;
- The Department of Health and Human Services; and
- Any other agency of similar repute.

B400.3546

Total Disability and Totally Disabled

This term means that, due to sickness or injury, the Covered Person is:

- Not able to perform any work for wages or profit; and

- Receiving Regular and Appropriate Care for the cause of disability.

B400.3548

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

B400.3550

You or Your These terms mean the insured Employee.

B400.3551

SUPPLEMENTAL RIDER - Accelerated Life Benefit

DISCLOSURE: "Receipt of acceleration-of-life-insurance benefits may affect your, your spouse or your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect you, your spouse and your family's eligibility for public assistance."

DISCLOSURE: "The acceleration-of-life-insurance benefits offered under this policy/certificate/rider may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Whether such benefits qualify depends on factors such as your life expectancy at the time benefits are accelerated or whether you use the benefits to pay for necessary long-term care expenses, such as nursing home care. If the acceleration-of-life-insurance benefits qualify for favorable tax treatment, the benefits will be excludable from your income and not subject to federal taxation. Tax laws relating to acceleration-of-life-insurance benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which you could receive acceleration-of-life-insurance benefits excludable from income under federal law."

This Rider is effective as of the effective date of the Employee's Certificate. If this Rider is added to an inforce Certificate, the Rider becomes effective on its issue date. This Rider amends the Certificate by the addition of the following:

Note: This benefit is not available for retirees.

Employee Accelerated Basic Life Benefit

IMPORTANT NOTICE: USE OF THIS BENEFIT MAY HAVE TAX IMPLICATIONS. IT MAY ALSO AFFECT GOVERNMENT BENEFITS OR CLAIMS OF CREDITORS. YOU SHOULD CONSULT YOUR TAX OR FINANCIAL ADVISOR BEFORE YOU APPLY FOR THIS BENEFIT.

THE AMOUNT OF YOUR GROUP TERM LIFE INSURANCE IS PERMANENTLY REDUCED BY THE GROSS AMOUNT OF THE ACCELERATED LIFE BENEFIT.

Accelerated Life Benefit You may be eligible for an Accelerated Life Benefit if you meet the following conditions:

- You have a Terminal Condition;
- You supply the required written proof of Your Terminal Condition (see "How To Apply");
- You apply for this benefit in writing while living and before You attain age 60. If You are unable to request this benefit yourself, Your legal representative may request it on Your behalf.

This benefit is a payment of part of Your Group Term Life Insurance made to You before death. You may use this benefit in any way You choose, subject to the restrictions stated below.

If You qualify for the Accelerated Life Benefit, We will subtract the Gross Amount paid to You as an Accelerated Life Benefit from the amount of Your Group Term Life Insurance under the Certificate. The remaining amount of Group Term Life Insurance is permanently reduced by the Gross Amount of this benefit.

You may only receive one Employee Accelerated Life Benefit during Your lifetime. This benefit does not have to be repaid, even if You:

- Live longer than 12 months from the date We receive Your application for this benefit; or
- Recover from the Terminal Condition.

However, the amount of this benefit will not be restored to Your remaining Group Term Life Insurance. And, You may not receive another Accelerated Life Benefit under any circumstances and even if You:

- Have a relapse; or
- You are subsequently diagnosed as having another Terminal Condition.

**Benefit Amount For
The Accelerated
Life Benefit**

The amount of the Accelerated Life Benefit for which You may apply is based on the amount of group term life insurance for which You are insured on the day before You apply for the benefit subject to the following minimum and maximum amounts.

The minimum benefit amount is the lesser of: (1) \$10,000; or (2) 80% of Your amount of Group Term Life Insurance.

The maximum benefit amount is the lesser of: (1) \$500,000; or (2) 80% of Your amount of Group Term Life Insurance.

Discount

The amount of the Accelerated Life Benefit which is available to You is discounted to the present value in 12 months from the date this benefit is paid. The discount is based on the maximum adjustable policy loan interest rate permitted in the state in which the group policy is delivered.

A detailed statement of the method of computing the amount of the Accelerated Life Benefit is available from Us on request.

**Payment Of The
Accelerated Life
Benefit**

If We approve Your application for this benefit, We pay the amount You have elected, less the present value discount. We pay this benefit to You in one lump sum. This payment is subject to all of the other terms of the Certificate.

How To Apply

You must send Us written proof from a Doctor who is operating within the scope of his or her license that You have a Terminal Condition. We must approve such proof in writing before this benefit is paid.

We may have You examined by a Doctor of Our choice to determine whether the Terminal Condition exists. We will pay the cost of such exam.

If We approve Your application to receive this benefit, We will provide You with a statement along with Your benefit payment which shows:

- The amount of the Accelerated Life Benefit You requested;
- The amount of the present value discount;

- The amount of Your Accelerated Life Benefit check; and
- The remaining amount of Your Basic Life Insurance coverage.

Even if You have been approved for a waiver of premium benefit under this Certificate, You may still apply for an Accelerated Life Benefit. But, if You convert Your Group Term Life Insurance, the terms of the converted life policy will apply. Any amount to which You could otherwise convert is permanently reduced by the gross amount of Your Accelerated Life Benefit.

If You Have Assigned Your Group Term Life Insurance

If You have already assigned Your Group Term Life Insurance, or any portion thereof, You cannot apply for an Accelerated Life Benefit.

If You Are Legally Incompetent

If You are not legally competent, Your lawful guardian, conservator, legal representative, or any person or fiduciary with the lawful authority to act on Your behalf or handle Your affairs may apply for the Accelerated Life Benefit on Your behalf.

Your Remaining Group Term Life Insurance

The remaining amount of Your Group Term Life Insurance after You receive an Accelerated Life Benefit payment is subject to any increases or reductions that would otherwise apply to Your insurance. Applicable reductions are applied to the amount of Group Term Life Insurance for which You were insured on the day before the date You applied for the Accelerated Life Benefit.

If Your Life Benefit is scheduled to reduce within 12 months of the date You apply for the Accelerated Life Benefit, any applicable reduction will also be applied to Your Accelerated Benefit amount.

The premium cost of Your remaining insurance is based on the amount of Group Term Life Insurance for which You were insured on the day before the date You applied for the Accelerated Life Benefit.

The total amount of Group Term Life Insurance Your beneficiary would otherwise receive on Your death is reduced by the Gross Amount of the Accelerated Life Benefit.

If You die after applying, and were eligible, for the Accelerated Life Benefit, but before We send You the benefit, Your beneficiary will receive the full amount of Group Term Life Insurance for which You were insured on the day before the date You applied for the Accelerated Life Benefit.

Restrictions

We will not pay an Accelerated Life Benefit if:

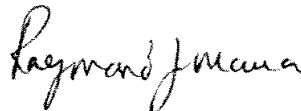
- Your coverage under the Certificate ends for any reason after You apply for the Accelerated Life Benefit, but before We pay such benefit;
- You are required by law to use the proceeds of the Group Term Life Insurance from the Certificate to meet the claims of creditors, whether or not You are in bankruptcy;
- You are required by court order to pay all or part of the proceeds of the Group Term Life Insurance from the Certificate to another person; or

- You are required by a government agency to use the payment to apply for, receive or maintain a governmental benefit or entitlement.

Definitions This section defines certain terms appearing in this Rider. Additional terms, not listed here, are defined in the Certificate.

- **Doctor:** Any medical practitioner We are required by law to recognize. He or she must:
 - Be properly licensed or certified by the laws of the state where he or she practices; and
 - Provide services that are within the lawful scope of his or her practice.
- **Gross Amount:** This term means the amount of the Accelerated Life Benefit elected by You before subtraction of the discount.
- **Group Term Life Insurance:** This term means the amount of Employee Basic Group Term Life Insurance for which You are insured under the Certificate. The term does not include any:
 - Accidental death benefits; or
 - Scheduled increase in the amount of Employee Basic Group term life insurance that is due within the 12 month period after the date You apply for the Accelerated Life Benefit.
- **Terminal Condition:** This term means a medical condition that can reasonably be expected to result in death within 12 months months from the date You apply for the Accelerated Life Benefit.

The Guardian Life Insurance Company of America



Raymond Marra, Senior Vice President, Group and Worksite Markets

B401.3114-R

SUPPLEMENTAL RIDER - Seatbelt and Airbag Benefit

This Rider is effective as of the effective date of the Employee's Certificate. If this Rider is added to an inforce Certificate, the Rider becomes effective on its issue date. This Rider amends the Certificate by the addition of the following:

Terms not specifically defined within this Rider are defined in the Certificate.

**Employee Basic Term Life Insurance
Seatbelt and Airbag Benefit**

This rider applies to Your Basic term life insurance.

**Seatbelt And Airbag
Benefits**

If You die as a direct result of an automobile accident while properly wearing a seatbelt, We will increase Your term life benefit amount by \$10,000. And, if You die 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 increase Your term life benefit amount by an additional \$5,000, for a total increase of \$15,000.

Proof that You were properly wearing a seatbelt must be provided. A law enforcement official investigating the accident must certify that the seatbelt was properly fastened and that the automobile in which the deceased was traveling was equipped with airbags. A copy of such certification must be submitted to Us with the claim for benefits.

If We cannot determine that You were wearing a seatbelt at the time of the Accident, We will increase Your term life benefit amount by \$1,000.

If We determine that a seatbelt was not worn at the time of the automobile accident directly resulting in Your death, or if the required official report is not provided, no Seatbelt or Airbag benefit will be paid.

The total amount payable for the Seatbelt and Airbag Benefit under Your Basic term life insurance and Basic Accidental Death and Dismemberment insurance may not exceed \$30,000.

Exclusions

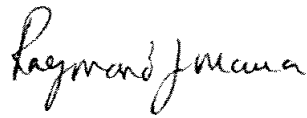
This Policy does not pay a Seatbelt or Airbag Benefit for loss of life caused by, or related to an accident occurring:

- While You are the driver in an automobile Accident, if Your driver's license has been suspended or revoked or if You are unlicensed;
- While You are legally intoxicated; or
- While You are voluntarily using a controlled substance, unless:
 - It was prescribed for You by a doctor; and
 - It was used as prescribed.

A controlled substance is 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.

- While You were intentionally or voluntarily inhaling or ingesting a gas, chemical, solvent, poison or other substances not intended for internal consumption;
- During Your commission of, or attempt to commit a felony as defined per the laws in the jurisdiction in which the felony was committed or attempted, or as defined under federal law if the offense charged was a federal offense;
- During Your participation in any sport for compensation or profit; or
- During Your racing an automobile in an organized event or street race.

The Guardian Life Insurance Company of America

A handwritten signature in black ink, appearing to read "Raymond J. Marra". The signature is written in a cursive, flowing style.

Raymond Marra, Senior Vice President, Group and Worksite Markets

B400.8171

SUPPLEMENTAL RIDER - Waiver of Premium Benefit

This Rider is effective as of the effective date of the Employee's Certificate. If this Rider is added to an inforce Certificate, the Rider becomes effective on its issue date. This Rider amends the Certificate by the addition of the following:

**Employee Basic Term Life Insurance
Waiver Of Premium Benefit**

Important Notice This rider applies to Your Basic term life insurance. It does not apply to any of Your dependent life insurance under the Certificate. To continue dependent life insurance, You must convert Your dependent coverage. See "Converting This Dependent Term Life Insurance" for details.

If You Are Disabled If You are Totally Disabled, and meet the requirements in "How And When To Apply," We will extend Your Basic life insurance without payment of premiums from You or the Employer in an amount equal to the amount of Basic life insurance for which You are insured on Your last day of Active Work.

How And When To Apply To apply for this benefit, You must submit, while living, written medical proof of Your Total Disability satisfactory to Us within one year of the start of that disability. Any claim filed after one year from the start of Total Disability will be denied, unless We receive written proof that:

- You lacked the legal capacity to file the claim; or
- It was not reasonably possible for You to file the claim within the required period of time.

To be approved for this benefit, You must:

- Become Totally Disabled before You reach age 60 and while insured by the Certificate; and
- Remain Totally Disabled for at least 9 months in a row.

You should apply for this benefit immediately at the start of Your Total Disability.

Continued Proof For Waiver of Premium Benefit We may require written proof that You remain Totally Disabled and receive regular Doctor's care to maintain this benefit. This proof must be given to Us within 30 days of the date We request it.

We can also require that You take part in a medical assessment by a medical professional of Our choice as often as We feel is reasonably necessary during the first 2 years We have waived Your life insurance premiums pursuant to the Rider, but not more often than once every three months. After 2 years, We cannot have You examined more than once a year.

Until You Have Been Approved For This Benefit If Your life insurance under the Certificate ends after You have become Totally Disabled and applied for Waiver of Premium Benefits, but before We have approved You for this benefit, You may:

- Continue to pay your group premium payments, including any part which would have been paid by the Employer, until You are approved or declined for this benefit; or
- Apply to convert to an individual permanent or term life insurance policy.

Please read "Converting This Employee Basic Term Life Insurance" for details on how to convert.

Converting Your life insurance does not stop You from claiming Your rights under this section. But, if You apply to convert and obtain a policy, and We later approve You for this benefit, We will cancel the converted policy on the date We approve You for this Benefit. See "Converting This Employee Basic Term Life Insurance" for details on how We do this. Once You are approved for this benefit, Your insurance under the Certificate will be reinstated at no further cost to You or the Employer.

If You are declined for the Waiver of Premium benefit, You will have the option to apply to convert to an individual permanent or term life insurance policy. If You do not convert within 31 days of the date You are declined for the Waiver of Premium benefit, and You have not returned to Active Work, Your coverage will end.

If the Certificate terminates before You are approved

If this group Certificate terminates and You are Totally Disabled and eligible, but not yet approved, for this Waiver of Premium benefit, You must apply to convert to an individual permanent or term policy, and remain insured under such policy until You are approved by Us for the Waiver of Premium benefit.

When This Waiver Begins

Once approved by Us, Your Waiver of Premium benefit will be effective on the date following the day You have been Totally Disabled for 9 months in a row.

When This Waiver Ends

Your Waiver of Premium benefit will end on the earliest of:

- The date You are no longer Totally Disabled;
- The date We ask You to be examined by Our Doctor, and You refuse;
- The date You do not give Us the proof of Total Disability We require;
- the date you have been out of the United States and/or Canada or a country or region approved by Us for more than 2 months in a 12 month period;
- The date You are no longer receiving regular Doctor's care appropriate to the cause of Your claimed Total Disability;
- The day before the date You reach age 65.

If Your Waiver of Premium Benefit ends and You do not return to Active Work, You will have the option to convert the Employee Basic life insurance that was in effect on the date the Waiver of Premium Benefit ends.

Please read "Converting This Employee Basic Term Life Insurance" for details on how to convert.

If You Die While Covered By This Waiver of Premium Benefit

If You die while covered for this benefit, We will pay Your beneficiary the amount of Basic life insurance for which You were insured as of Your last day of Active Full-Time Work. This payment is subject to all the terms of the Certificate and all reductions which would have applied had You remained an Active at Work Employee.

If You Die Prior to Approval for This Waiver of Premium Benefit

If You die prior to being approved for the Waiver of Premium Benefit and within 12 months of the onset date of Total Disability We'll pay Your beneficiary the amount for which You were covered as of Your last day of Active Full-Time Work, subject to all reductions which would have applied had You stayed an active Employee provided You:

- Were Totally Disabled, as defined by this Rider, through the date of death,
- Became Totally Disabled prior to age 60; and
- Became Totally Disabled while insured; and
- We received the required premiums for this coverage.

Proof Of Death

We will pay the term life insurance benefit as soon as We receive:

- Written proof of Your death; and
- Medical proof that You were continuously Totally Disabled until Your death.

This proof must be sent to Us within one year of Your date of death.

Clerical Error Misstatements Of Age: Neither clerical error by You, the Policyholder, or Us in keeping any records on the insurance under the Policy, nor delays in making entries, will invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated. On discovery of such error or delay, the amount payable under the Certificate is the amount that the premium paid would have purchased if the age had been stated correctly. Any premiums waived under this rider will be determined using the correctly stated age.

B400.4926

Definitions

This section defines certain terms appearing in this Rider. Additional terms, not listed here, are defined in the Certificate.

Reasonable Accommodation: This term means any modification or adjustment that the Employer willingly provides to:

- A job;
- An employment practice;
- A work process; or
- The work place.

The modification or adjustment must make it possible for a Disabled person to:

- Reach the same level of performance as a similarly situated non-disabled person; or
- Enjoy equal benefits and privileges of employment as are available to a similarly situated non-disabled person.

The modification or adjustment must not place an undue hardship on the Employer.

Regular and Appropriate Care: This term means, with respect to Your disabling condition(s) and any other condition(s) which, if left untreated, would adversely affect Your disabling condition, You:

- Visit a Doctor as frequently as medically required, according to generally accepted medical standards, to effectively manage these conditions; and
- Are receiving the most appropriate treatment, according to generally accepted medical standards, designed to achieve maximum medical improvement in these conditions.

Treatment must be provided by a Doctor or Doctors whose specialty is most appropriate according to generally accepted medical standards for You:

- Disability; and
- Any other conditions which left untreated would adversely affect Your disabling condition.

Generally accepted medical standards are those supported by nationally recognized authorities in the health care field including:

- The American Medical Association(AMA);
- The AMA Board of Medical Specialties;
- The Food and Drug Administration;
- The Centers for Disease Control;
- The National Cancer Institute;
- The National Institutes of Health;
- The Department of Health and Human Services; and
- Any other agency of similar repute.

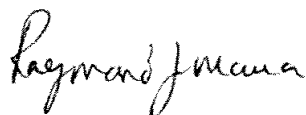
"Total Disability" and "Totally Disabled": This term means that, due to sickness or injury, You are:

- Not able to perform any work for wages or profit; and
- Receiving Regular and Appropriate Care for the cause of Your Total Disability.

Clerical Error Misstatements Of Age: Neither clerical error by You, the Policyholder, or Us in keeping any records on the insurance under the Policy, nor delays in making entries, will invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated. On discovery of such error or delay, the amount payable under the Certificate is the amount that the premium paid would have purchased if the age had been stated correctly. Any premiums waived under this rider will be determined using the correctly stated age.

This Rider is a part of this Certificate. Except as stated in this Rider, nothing contained in this Rider changes or affects any other terms of this Certificate.

The Guardian Life Insurance Company of America

A handwritten signature in cursive script, appearing to read "Raymond Marra".

Raymond Marra, Senior Vice President, Group and Worksite Markets

B400.4692

SUPPLEMENTAL RIDER - Portability Privilege

This Rider is effective as of the effective date of the Employee's Certificate. If this Rider is added to an inforce Certificate, the Rider becomes effective on its issue date. This Rider amends the Certificate by the addition of the following:

PORTABILITY PRIVILEGE

This rider applies only to Your Employee Basic term life insurance.

Portability Conditions

Portability is subject to all of the conditions described below.

- You may Port if Your coverage under the Certificate if coverage ends because:
 - You are no longer employed by the Employer; or
 - You are no longer a member of an eligible class of Employees
- You may **not** Port unless You have been covered by the Certificate, or the plan it replaced, for Employee Basic term life insurance for at least three months in a row prior to the date Your coverage under the Certificate ends.
- You may **not** Port if You have reached age 70 on the date coverage under the Certificate ends.
- You may **not** Port if You are eligible for the Certificate's Waiver of Premium Benefit.
- You may **not** Port if coverage under the Certificate ends due to:
 - Failure to pay any required premium; or
 - Termination of the Certificate

Portability Options

You may Port the full amount of Your Basic term life insurance in force as of the date Your coverage under the Certificate ends. If You do not wish to Port the full amount, You may choose to Port 50% of such amount, if such amount under the Certificate is at least \$50,000 and does not exceed \$1,000,000.

The Portable Certificate Of Coverage

If You Port, You will obtain a new Certificate of coverage, which will be issued under the Portable group policy and will describe the benefits provided. The Portable group policy has been established specifically for, and limited to, providing portability coverage for Employees whose coverage ends under an Employer's plan. The benefits provided by the Portable certificate of coverage may not be the same as the benefits provided by the Certificate provided by your Employer. The group term life insurance provided by the Portable Certificate of coverage will not provide any of the following benefits or types of coverage:

- Accidental death or dismemberment;
- Income replacement;

- Or Waiver of Premium benefits.

The premium for the Portable certificate of coverage will be based on:

- the covered person's rate class under the Ported Policy; and
- Your age bracket as shown in the Life Portability Coverage Premium Notice.

The Portable Certificate of Coverage ends at age 70.

How To Port You must:

- Apply to Us in writing; and
- Pay the required premium.

You must do this within 31 days from the date Your coverage under the Certificate ends. In order to port Your Basic term life insurance, We will not ask for proof that You are insurable.

Portability And Conversion

If You choose to Port, the Certificate's conversion privilege will not be available. In the event that a person would be eligible to both convert and to Port, only one of these privileges may be chosen. Coverage under both a converted policy and a Portable certificate of coverage at the same time is not permitted. You should read the entire Certificate, as well as any related materials carefully before making a choice.

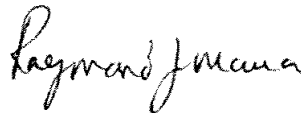
Definitions

This section defines certain terms appearing in this Rider. Additional terms, not listed here, are defined in the Certificate.

- **Port or "To Port"**: these terms mean to choose a Portable certificate of coverage which provides group term life insurance.

This rider is a part of this Certificate. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this Certificate.

The Guardian Life Insurance Company of America



Raymond Marra, Senior Vice President, Group and Worksite Markets

B400.3878

GROUP TERM LIFE SCHEDULE OF BENEFITS

B400.4199

Employee Basic Term Life Insurance Schedule

B400.4200

Basic Term Life Insurance Amount An amount equal to 100% of Your Insured Earnings, rounded to the next higher \$1,000, if not already a multiple of that amount, to a maximum of \$500,000, but not less than \$50,000.

B400.4217-R

Redetermination Subject to any of the Policy's proof of Insurability requirements, Your basic life insurance amount will be redetermined each January 1st , to an amount determined in accordance with the formula shown above, on the basis of Your then current Insured Earnings. Each January 1st , your Employer must report current Insured Earnings for you under this Policy. If you are not Actively At Work on a Full-time basis on that date, Your insurance amount will be redetermined on the date you return to Active Full-time Work. But, if Your basic life insurance amount was previously reduced because of an age or retirement reduction, it will not be redetermined due the change in earnings.

B400.4350

Reduction of Basic Life Insurance Amount Based on Age If You are less than age 65 when Your insurance under this Policy starts, Your insurance amount is reduced at 12:01 A.M Standard Time for Your place of residence on the date You reach age 65, by 35% of the amount which otherwise applies to Your classification. But in no case will such reduced amount be less than \$1,000. This reduction also applies to Your initial insurance amount if Your insurance starts after You reach age 65 but before You reach age 70

If You are less than age 70 when Your insurance under this Policy starts, Your insurance amount is reduced at 12:01 A.M Standard Time for Your place of residence on the date You reach age 70, by 60% of the amount which otherwise applies to Your classification. But in no case will such reduced amount be less than \$1,000. This reduction also applies to Your initial insurance amount if Your insurance starts after You reach age 70 but before You reach age 75.

If You are less than age 75 when Your insurance under this Policy starts, Your insurance amount is reduced at 12:01 A.M Standard Time for Your place of residence on the date You reach age 75, by 75% of the amount which otherwise applies to Your classification. But in no case will such reduced amount be less than \$1,000. This reduction also applies to Your initial insurance amount if Your insurance starts after You reach age 75.

With respect to any of the reductions described above, the reduced insurance amount is in place of the amount which otherwise applies to Your classification.

B400.4362-R

Proof of Insurability Depending on the coverage selected, or as otherwise required in this Certificate, You, Your Spouse and/or Dependents may be required to supply proof that the person applying for coverage is insurable for the amount and type of coverage selected. This requirement is called Proof of Insurability. For purposes of this section, any person applying for coverage requiring Proof of Insurability is referred to as "Applicant."

To determine if the Applicant is required to submit Proof of Insurability for the type and amount of coverage sought, please see below.

Any applicant required to submit Proof of Insurability is required to complete and submit to Us an Enrollment/Change form. We may also require the completion of additional forms so that We may determine whether the Applicant is insurable, according to Our underwriting standards for the amount and type of coverage applied for. To determine if the Applicant is insurable, We may also need to obtain and review the Applicant's

- Health and medical history;
- Prescription history;
- Records relating to treatment, diagnostic testing, hospitalization, and
- Records pertaining to Applicant's driving and motor vehicle history.

No coverage requiring Proof of Insurability will become effective unless and until it is approved by Us in writing. Our receipt of any premiums associated with coverage requiring Proof of Insurability does not waive or modify any requirement that must be satisfied for coverage to begin, including but not limited to the requirement that the Applicant submit Proof of Insurability. In the event that any premiums are overpaid, Our only obligation is to return the amount of overpaid premiums.

The Policyholder, or its designee, must give Us complete and accurate information so that we may determine:

- Who is insured;
- The type and amount of coverage for which someone is insured; and
- Any other information required so that Guardian may meet its obligations under the Policy.

Proof Of Insurability Requirements Proof Of Insurability requirements apply to Basic Term Life Insurance. Such requirements may apply to the full insurance amount, or just part of it, as outlined below. When Proof Of Insurability requirements apply, it means You must submit to Us Proof that You are insurable, and We must approve the Proof in writing before the insurance, or the specified part becomes effective.

We require Proof of Insurability as follows:

If You:

- Do not meet this Policy's enrollment requirement within 30 days after You first become eligible; or
- Enroll after You previously had coverage which ended because You failed to make a required payment,

We will require that You provide Proof Of Insurability. And, You will not be covered until We approve that proof in writing.

If Your Active Full-Time Work ends before You meet any Proof Of Insurability requirements that apply You will still have to meet those requirements if You are later re-employed by the Employer or an associated company.

B400.4376

Family Status Change You may request a change to your Term Life Insurance coverage if you have experienced a Family Status Change.

A Family Status Change includes one or more of the following:

- Marriage or divorce;
- Death of a Spouse or child;
- Birth or adoption of a child;
- Your Spouse's termination of employment or a change in Your Spouse's employment that results in the loss of group coverage.

The term "marriage" may also refer to civil unions and domestic partnerships, as recognized by the jurisdiction in which You reside.

If a change in Family Status occurs, You may request an increase to Your Term Life Insurance amount or the addition of Employee term life for which You were not previously insured. You may also request an increase or the addition of dependent Spouse or dependent child Term Life Insurance for your living eligible dependents. You must provide proof of the Family Status Change and request the change to Your Term Life Insurance in writing within 31 days after the date of the Family Status Change as described below.

Proof Of Insurability is not required for the change to Term Life Insurance due to Family Status Change as long as the change to Your Term Life Insurance does not exceed the Proof of Insurability requirements as shown in the Schedule of Benefits. Refer to When Coverage Begins and When Dependent Coverage Begins in the Eligibility section of Your Certificate for information regarding when this coverage is effective.

B400.3558

Changes to Insurance

B400.6066

Changes In Insurance Amounts If You are not Actively At Work on a Full-Time basis, any change in Your amount of coverage will not become effective prior to the date You return to Active Work on a Full-Time basis.

B400.6069

Changes In Insurance Classification If Your classification changes, insurance will not be changed to the new amount until the first day on which You are:

- Actively At Work on a Full-Time basis; and
- Make a contribution, if required, for the new classification.

If a contribution is required for the new classification for which a larger amount of insurance is provided, You must make the required contribution for the new amount within 31 days of the change. If You do not make the required contribution within 31 days of the change or within 31 days of becoming Actively At Work on a Full-Time basis, if You are not Actively At Work on a Full-Time basis, when Your classification changes, no increase will be allowed due to such change or any later change. In that case, in order to become insured for the larger amount, You must:

- Make the required contribution for the new amount; and
- Furnish Proof Of Insurability to Us, which We approve in writing.

If the insurance amount was previously reduced because of age or retirement, it will be retained at the reduced amount.

B400.6072

The following notice applies if your plan is governed by the Employee Retirement Income Security Act of 1974 and its amendments. This notice is not part of the Guardian plan of insurance or any employer funded benefits, not insured by Guardian.

STATEMENT OF ERISA RIGHTS

The Guardian Life Insurance Company of America

10 Hudson Yards
New York, New York 10001
(212) 598-8000

Your group term life insurance benefits may be covered by the Employee Retirement Income Security Act of 1974 (ERISA). If so, you are entitled to certain rights and protections under ERISA.

ERISA provides that all plan participants shall be entitled to:

Receive Information about Your Plan and Benefits

- 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.
- 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.
- 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.

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 (see Claims Procedures below).

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 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.

Life Insurance 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 Guardian Life Insurance Company of America (hereinafter referenced as Guardian.)

Guardian is the Claims Fiduciary with discretionary authority to interpret and construe the terms of the Policy, the Certificate, the Schedule of Benefits, and any riders, or other documents or forms that may be attached to the Certificate or the Policy, and any other plan documents. Guardian has discretionary authority to determine eligibility for benefits and coverage under those documents. 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 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 of Life Insurance Claims

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 90 days from the date of receipt of a claim. This period may be extended by up to 90 days if Guardian determines that an extension is necessary due to special circumstances, and so notifies the claimant before the end of the initial 90-day period. Such notification will include the reason for the special circumstances requiring the extension and a date by which the determination is expected to 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.

**Adverse Benefit
Determination of
Life Insurance
Claims**

If a claim is denied, Guardian will provide notice that will set forth:

- The specific reason(s) for the adverse determination;
- References to the specific provisions in the Policy, Certificate, plan or other documents, on which the determination is based;
- A description of any additional material or information needed to perfect the claim, and an explanation of why such material or information is necessary;
- 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; and
- A description of the plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination.

B997.0364-R

**Appeals of Adverse
Determinations of
Life Insurance
Claims**

If a claim is wholly or partially denied, you will have up to 60 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 relevant 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.

Guardian will notify the claimant of its decision not later than 60 days after receipt of the request for review of the adverse determination. This period may be extended by an additional period of up to 60 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 60-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.

In the event Guardian denies the appeal of an adverse benefit determination, it will:

- Provide the specific reason or reasons why the appeal was denied;
- Refer to the specific provisions in the Policy, Certificate, plan, or other documents on which the benefit determination is based;
- Provide a statement that the claimant is entitled to receive, upon request and free of charge, reasonably access to, and copies of all documents, records, and other information relevant to the claimant's claim for benefits; and
- Provide a statement describing any voluntary appeal procedures offered by the Plan, the claimant's right to obtain information about such procedures, and a statement that the claimant's right to bring an action under ERISA section 502(a).

Waiver of Premium If you apply for an extension of life insurance benefits due to Total Disability under the Waiver of Premium benefit under this plan, these claim procedures will apply to such request:

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

Guardian will make a determination of whether the claimant meets the plan's standard for total disability 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 Guardian extends the time period for making a benefit determination due to a claimant's failure to submit the 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.

Adverse Benefit Determination If a claim for an extension of benefits is denied, Guardian will provide a notice that will set forth:

- The specific reason(s) for the adverse determination;
- References to the specific provisions in the Policy, Certificate, plan or other documents, on which the determination is based;
- A description of any additional material or information needed to perfect the claim, and an explanation of why such material or information is necessary;
- 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;
- A description of the plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination; and
- In the case of 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.

B997.0365

Appeals of Adverse Determinations for Waiver of Premium If a claim for Waiver of Premium is 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 relevant 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;
- 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.

In the event Guardian denies the appeal of an adverse benefit determination, it will:

- Provide the specific reason or reasons why the appeal was denied;
- Refer to the specific provisions in the Policy, Certificate, plan, or other documents on which the benefit determination is based;
- Provide a statement that the claimant is entitled to receive, upon request and free of charge, reasonably access to, and copies of all documents, records, and other information relevant to the claimant's claim for benefits;
- Provide a statement disclosing any internal rule, guideline, protocol or similar criterion relied on in making the adverse benefit determination (or a statement that such information will be provided free of charge upon request); or a statement that no internal rule, guideline, protocol or similar criterion was relied upon in making the adverse benefit determination;
- If applicable, provide an explanation of the basis of disagreement with or not following the views presented by you, of health care professionals who treated you, and vocational professionals who evaluated you;
- If applicable, provide an explanation of the basis for disagreeing with or not following the views of any medical or vocational expert whose advice was obtained on our behalf in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the determination;
- If applicable, provide an explanation of the basis for disagreeing with or not following a disability determination made by the Social Security Administration that you present to us;
- Provide a statement describing the claimant's right to bring a civil suit under Section 502(a) of the Employee Retirement Income Security Act of 1974 which shall also describe any applicable contractual limitations period that applies the claimant's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim, and;

- In the event the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, provide either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

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.

In addition to any legal rights you may have under section 502(a), if you believe that we have violated ERISA's procedural requirements, you may request that we review any claimed violation(s) and we will respond to you within ten days.

B997.0366

CERTIFICATE OF COVERAGE

The Guardian Life Insurance Company of America

10 Hudson Yards
New York, New York 10001
(212) 598-8000

The Group Accidental Death and Dismemberment Coverage described in this Certificate is attached to the group Policy effective January 1, 2020. This Certificate replaces any Certificate previously issued under this Policy or under any other plan providing similar or identical benefits issued to the Policyholder by Guardian.

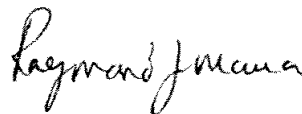
GROUP ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

Guardian certifies that the Employee to whom this Certificate is issued is eligible for the coverage, and in the amount, described herein. In order to be eligible for coverage, the Employee must: (a) satisfy all of this Policy's eligibility and Effective Date requirements; (b) be listed in Our and/or the Policyholder's records as a validly covered Employee under the Policy; (c) satisfy any necessary Proof of Insurability requirements; and all required premium payments have been made by or on behalf of the Employee.

The Employee and/or his or her Dependents are not covered by any part of this Policy for which he or she has waived coverage. Such a waiver of coverage is shown in Our and/or the Policyholder's records.

Policyholder: ENSIGN ENERGY SERVICES, LLC
Group Policy Number: 00565803

The Guardian Life Insurance Company of America



Raymond Marra, Senior Vice President, Group and Worksite Markets

B400.6089

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GENERAL PROVISIONS

Applicable Benefits

This Certificate may include multiple benefit options and types of benefits. You will only be covered for benefits if:

- They were previously selected in an acceptable manner and mode, such as an enrollment form or other required form; and
- We have received any required premium.

Limitation Of Authority

Only the President, a Vice President or a Secretary of Guardian, has the authority to act for Us in a written and signed statement to:

- Determine whether any contract, Policy or Certificate is to be issued;
- Waive or alter any contract or Policy provisions, or any of Our requirements;
- Bind Us by any statement or promise relating to the contract issued or to be issued; or
- Accept any information or representation which is not in a signed application.

Agents and brokers do not have the authority to change the contract or Policy or waive any of its provisions.

Incontestability

This Certificate 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 You, or any dependent, will be used to contest the validity of Your insurance or to deny a claim for a loss incurred, or for a disability which starts, after such insurance has been in force for two years during Your lifetime.

If this Certificate replaces a plan Your Employer had with another insurer, We may rescind this Certificate based on misrepresentations or omissions made by Your Employer or You in a signed application for up to two years from the Effective Date of the Policy.

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 the Certificate as often as We feel necessary. We also have the right to have an autopsy performed in the case of death where allowed by law. We will pay for all such examinations and autopsies.

Overpayment Recovery

If We overpay benefits, all such benefits must be repaid in full. We have the right to reduce the benefit, or reduce any other benefits payable under this Certificate, toward recovery of any overpayment.

B400.6090

ELIGIBILITY FOR ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE EMPLOYEE COVERAGE

Conditions Of Eligibility

Subject to the conditions of eligibility set forth below, and to all of the other conditions of this Certificate, You are eligible for Accidental Death and Dismemberment coverage if You are

- In an eligible class of Employees;
 - Are an active Full time Employee;
 - Legally working in the United States and/or Canada or working outside of the United States for a United States based Employer in a country or region approved by Us;
- and
- Working at least the minimum number of hours of an Employee in Your eligible class at:
 - The Employer's place of business;
 - Some place where the Employer's business requires You to travel; or
 - Any other place You and the Employer have agreed upon for the performance of your occupational duties.

You are **not** eligible for Accidental Death and Dismemberment coverage if You are

- A temporary or seasonal Employee.

The Waiting Period If You are in an eligible class, You are eligible for Accidental Death and Dismemberment coverage under this Certificate after You complete the service waiting period, if any, established by the Employer and as stated in the Schedule of Benefits.

Multiple Employment If You work for both the Employer and a covered associated company, or for more than one covered associated company, We will treat You as if only one firm employs You. You will not have multiple Accidental Death and Dismemberment Coverage under this Certificate. But, if this Certificate uses the amount of Your Insured Earnings to set the rates, determine class, figure insurance amounts, or for any other reason, such Insured Earnings will be figured as the sum of Your Insured Earnings from all covered Employers.

B400.6098

When Coverage Starts

For coverage to start, You must be fully capable of performing the major duties of Your regular occupation for the Employer and working the minimum required number of hours of an Employee in Your eligible class at 12:01 A.M. Standard Time for Your place of residence on Your scheduled Eligibility Date. And, for coverage to start, You must satisfy all of the Conditions of Eligibility described above, and the conditions shown below which apply to You. If You are not fully capable of performing the major duties of Your regular occupation on Your scheduled Eligibility Date, We will postpone the start of Your coverage until You are so capable and working the minimum required number of hours of an Employee in Your eligible class for one full day, with the capacity to do so for one full week.

Your coverage is scheduled to start on Your Eligibility Date.

B400.6105

Exception to When Coverage Starts

Sometimes a scheduled Eligibility Date is not a regularly scheduled work day. If the scheduled Eligibility Date falls on:

- A holiday;
- A vacation day;
- A non-scheduled work day;
- A day during an approved leave of absence not due to sickness or injury, of 90 days or less; or
- A day during a period of absence that is less than 7 days in duration;

and if:

- You are fully capable of performing the major duties of Your regular occupation for Your Employer for the minimum number of hours of an Employee in Your eligible class at 12:01 AM Standard Time for Your place of residence on the scheduled Eligibility Date ; and
- You were performing the major duties of Your regular occupation and working the minimum number of hours of an Employee in Your eligible class on Your last regularly scheduled work day;

Your coverage will start on the scheduled Eligibility Date. However, in no event will any coverage or part of coverage for which You must elect and pay all or part of the cost, start if You are on an approved leave, layoff or absence and such coverage or part of coverage was not previously in force for You under a prior plan which this Certificate replaced.

B400.6106

When Coverage Ends

Your coverage will end on the first of the following dates:

- The last day of the month in which Your Active Work ends for any reason, except as noted below under Coverage During Leave of Absence. Such reasons include:

- Disability;
 - Death;
 - Retirement;
 - Layoff;
 - Leave of absence;
 - The end of employment; and
 - Expiration of the employment contract.
- The last day of the month in which You stop being an eligible Employee under this Certificate.
 - The date You are no longer working in the United States and/or Canada, or no longer working outside the United States for a United States based Employer in a country or region approved by Us. Any incidental business or personal travel outside of the United States and/or Canada, or outside of a country or region approved by Us, is covered. Such travel will be considered incidental if it is for a period not to exceed 30 consecutive days.
 - The date the group Certificate ends, or is discontinued for a class of Employees to which You belong.
 - The last day of the period for which required payments are made for You.

You may have the right to continue certain group benefits for a limited time after Your coverage would otherwise end. Contact Your Employer regarding any continuation options available.

B401.2847-R

CONTINUATION OF COVERAGE

Coverage During Disability

If Your Active Work ends because You are Totally Disabled, You and Your Employer may agree to continue Your insurance, subject to continued payment of all required premiums, until the earlier of:

- The date you are no longer Totally Disabled, as defined by this Certificate;
- 12 months; from the date Your Total Disability began;
- The date you are approved for any Waiver of Premium Benefit for which you are eligible; or
- The date of Your 99th birthday.

We may require written Proof of Loss that You remain Totally Disabled and receiving regular Doctor's care to maintain this benefit. This Proof of Loss must be given to Us within 30 days of the date we request it.

Your eligibility for benefits will be governed by all the terms of this Certificate.

Coverage During Temporary Layoff

If Your Active Work ends because You are temporarily laid off, You and Your Employer may agree to continue Your insurance, subject to continued payment of all required premium, until the earlier of:

- The end of the temporary layoff; or
- The end of the month in which You are laid off plus 1 month(s) following the date the temporary layoff begins.
- The end of the time period covered under a severance agreement not to exceed 1 month(s).

If You die or become Disabled under this Certificate while Your coverage is being continued during a temporary layoff, Your eligibility for benefits will be governed by all the terms of this Certificate.

Coverage During Temporary Leave of Absence

If Your Active Work ends because You go on a leave of absence that has been approved by Your Employer, You and Your Employer may agree to continue Your insurance, subject to continued payment of all required premiums, until the earlier of:

- The end of the Employer approved leave of absence; or

- The end of the month in which Your leave begins plus 4 month(s) following the date the approved leave of absence begins.

If You become disabled under this Certificate while Your coverage is being continued during a leave of absence, Your eligibility for benefits will be governed by all the terms of this Certificate.

B400.6111-R

**EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT
(AD&D) INSURANCE**

B400.6134

**Basic Accidental Death and Dismemberment
Insurance And Catastrophic Loss Benefits**

B400.6136

We will pay the benefits described below if You suffer an irreversible loss due to an Accident and the Accident occurs while You are insured by this Certificate. The loss also must:

- Be a direct result of the Accident;
- Be independent of all other causes; and
- Occur within 365 days of the date of the Accident.

Payment Of Benefits We will pay this insurance as soon as We receive written Proof of Loss as shown in the Claims Provisions section of this Certificate.

Payment Of Benefits For Covered Loss of life, We pay the beneficiary of Your Accidental Death and Dismemberment Insurance under the Employer's Policy with Us.

For all other Covered Losses, We pay You if You are living. If You are not living, We pay the beneficiary of Your Term Life coverage under the Employer's Plan with Us.

Subject to all the terms of this Certificate, We pay all benefits in a lump sum as soon as We receive written proof of Covered Loss and proof of claim which is acceptable to Us. This should be sent to Us as soon as possible.

The Beneficiary You decide who receives this benefit when You die. Your beneficiary designation should be provided in a means acceptable by Us.

You can change Your beneficiary at any time by providing written notice. But, the change will not take effect until We or the Employer records the change.

We will not be liable for any amounts paid before receiving notice of a beneficiary change.

In no event may a beneficiary be changed by a Power of Attorney.

If You named more than one person as a primary beneficiary, but You do not specify what shares each such primary beneficiary is entitled to receive, We will divide the benefits equally among all such named primary beneficiaries who survive You. If someone You named as a primary beneficiary dies before You, that person's share will be divided equally by the primary beneficiaries still alive; unless You have specified otherwise.

If You have named a contingent beneficiary or contingent beneficiaries, We will pay Your contingent beneficiary or contingent beneficiaries, if no primary beneficiary survives You. If there is more than one contingent beneficiary who is eligible for benefits, We will divide the benefits equally among all such named contingent beneficiaries who survive You; unless You have specified otherwise.

If there is no primary or contingent beneficiary or beneficiaries eligible for benefits when You die, We will pay this benefit as follows:

- To Your Spouse;
- If Your Spouse does not survive You, then to Your children who survive You in equal shares;
- If no Spouse or children survive You, then to Your parents who survive You in equal shares;
- If no Spouse, children, or parents survive You, then to then to Your brothers and sisters in equal shares;
- If none of the above parties survive You, then to Your executors or administrators of Your estate.

Payment Of Funeral Expenses We have the option of paying up to \$500 of this benefit to any person who incurred expenses for Your funeral.

B400.6141

Covered Losses Benefits will be paid only for losses listed in the Table of Covered Losses shown below. Your insurance amount is shown in the Accidental Death and Dismemberment Schedule Of Benefits.

B400.6147

ACCIDENTAL DEATH AND DISMEMBERMENT

Table Of Covered Losses

Covered Loss	Benefit
Loss of life	100% of Your AD&D insurance amount.
Disappearance	100% of Your AD&D insurance amount.
Loss of a hand	50% of Your AD&D insurance amount. No benefit will be paid if benefits have been paid for "loss of one arm".
Loss of a foot	50% of Your AD&D insurance amount. No benefit will be paid if benefits have been paid for "loss of one leg".

Loss of sight in one eye	50% of Your AD&D insurance amount.
Loss of thumb and index finger of same hand	25% of Your AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a hand" or "loss of one arm".
Loss of four fingers of same hand	25% of Your AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a hand" or "loss of one arm".
Loss of all toes of same foot	25% of Your AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a foot" or "loss of one leg".
Loss of the great toe (hallux)	15% of Your AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a foot" or "loss of one leg".

CATASTROPHIC LOSS BENEFITS

Loss of speech and hearing	100% of Your AD&D insurance amount.
Loss of speech or hearing	50% of Your AD&D insurance amount.
Quadriplegia	100% of Your AD&D insurance amount. No benefit will be paid if benefits have been paid for "Loss of a foot" or "loss of one leg".
Paraplegia	75% of Your AD&D insurance amount.
Hemiplegia	50% of Your AD&D insurance amount.
Uniplegia	25% of Your AD&D insurance amount
Loss of cognitive function	100% of Your AD&D insurance amount.

Comatose state, in excess of one month	100% of Your AD&D insurance amount.
Loss of one arm or leg	75% of Your AD&D insurance amount.
Third degree burns covering 75% or more of the body	75% of Your AD&D insurance amount
Third degree burns covering 50% or more but less than 75% of the body	50% of Your AD&D insurance amount

B400.6144

As used here:

- "Loss of cognitive function" means a significant decline or loss in intellectual aptitude. Such loss must result from an Accidental injury. And, it must be supported by clinical proof or standardized tests that precisely measure decline in the areas of:
 - Short term memory;
 - Orientation to time, place and person;
 - Deductive or abstract reasoning; and
 - Judgement as it relates to awareness of safety.
- "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 hearing" means that hearing in both ears is lost entirely.
- "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.
- "Loss of all toes of same foot" means complete severance at the metatarsalphalangeal joint.
- "Loss of the great toe (hallux)" means complete severance at the metatarsalphalangeal joint.
- "Loss of one arm" means the arm is completely severed at or above the elbow.
- "Loss of one leg" means the leg is completely severed at or above the knee.
- "Loss of speech" means that speech is lost entirely.
- "Hemiplegia" means total paralysis of upper and lower limbs, unilaterally.

- "Paraplegia" means total paralysis of both lower limbs.
- "Quadriplegia" means total paralysis of upper and lower limbs, bilaterally.
- "Uniplegia" means paralysis of one arm or one leg

B400.6150

Multiple Losses For more than one Covered Loss due to the same Accident, We will pay up to 100% of Your Accidental Death and Dismemberment Insurance amount. We will not pay more than 100% of Your Accidental Death and Dismemberment Insurance amount for all losses due to the same Accident, except as shown under the Common Carrier Benefit, Seatbelt And Airbag Benefits and Repatriation Benefit.

B400.6151

Exclusions Conditions that are not considered Covered Losses and that are not covered under the terms of this Certificate can be found in the definition of "Accident". Please refer to the Definitions section of this Certificate.

B400.6153

Repatriation Benefit We pay an extra sum for Covered Loss of life due to an Accident which occurs at least 75 miles from Your home. In that case, We pay up to \$5,000 for costs to prepare and transport Your body to a mortuary chosen by You or an authorized agent. In the event that a Repatriation Benefit is paid under Your Group Term Life Insurance Certificate, no additional benefit will be paid under this Accidental Death and Dismemberment Certificate.

B400.6155

Exposure If You suffer a Covered Loss shown in the Table of Covered Losses due to an Accidental bodily injury caused by being unavoidably exposed to the elements, We will pay the amount which otherwise applies to the loss. If Covered Loss benefits are deemed payable under Exposure, the Covered Loss benefit is only paid once, not in addition to the Exposure payments.

B400.6156

Disappearance You will have a presumed Covered Loss due to an Accident if:

- You are riding in a public conveyance that is involved in an Accident;
- As a result of the Accident, the public conveyance is wrecked, sinks, is stranded or disappears;
- Your body is not found within 365 days of the day the Accident; and
- The Accident occurs while You are covered by this Certificate.

If Covered Loss benefits are deemed payable under Disappearance, the Covered Loss benefit is only paid once, not in addition to the Disappearance payments.

B400.6157

Helmet Benefit If You die as a result of a Motorcycle Accident while properly wearing a Helmet and You are the driver and hold a valid driver's license with a Motorcycle endorsement and We determine an Accidental Death and Dismemberment benefit is payable, We will increase Your benefit by the lesser of:

- 50% of the benefit amount; or
- \$25,000.

We must receive satisfactory evidence that the Employee's death resulted from a Motorcycle Accident, and that the Employee was wearing a Helmet at the time of the Accident. A copy of the police report is required.

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

Helmet: This term means a protective head covering made of a hard material to resist impact and that conforms to the Department Of Transportation helmet certification.

Motorcycle: This term means a motor vehicle licensed for use on public highways which requires a Motorcycle endorsement on a driver's license to operate the vehicle.

B400.6158

Workplace Assault If You suffer a Covered Loss due to an Accidental bodily injury caused directly by a Felonious Act of Violence and We determine that an Accidental Death and Dismemberment Benefit is payable, We will pay a Workplace Assault benefit subject to all the terms below:

- A benefit is payable under the Certificate's Employee Basic Accidental Death and Dismemberment and Catastrophic Loss Benefit due to a Covered Loss;
- The Felonious Act of Violence must occur while You are working for Your Employer, at Your Employer's usual place of business, at an alternative work site at the direction of Your Employer, including Your home or a location to which the job requires You to travel;
- The loss did not occur while You were committing a felonious act; and
- The Felonious Act of Violence was not committed by members of Your family or household.

What We Pay: Subject to all the terms of this Certificate, the Workplace Assault Benefit pays the lesser of: (a) 10% of the benefit amount; or (b) \$25,000.

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

- **A Felonious Act of Violence:** This term includes but is not limited to robbery, theft, hijacking, assault and battery, sniping, murder or civil disturbance. The Workplace Assault benefit is subject to all the exclusions under the Accidental Death and Dismemberment benefit, including act of war language.

B400.6162

Rehabilitation Benefit If You suffer a Covered Loss other than loss of life due to an Accidental bodily injury and We determine an Accidental Death and Dismemberment Benefit is payable, We will pay a Rehabilitation Benefit subject to all of the terms below:

- A benefit is payable under this Certificate's Employee Basic Accidental Death and Dismemberment and Catastrophic Loss Benefit due to a Covered Loss other than loss of life;
- You require rehabilitative training, for which there is an Incurred Expense, due to Your Accidental bodily injury;
- You are trained for another occupation because You cannot perform Your occupation due to the Accidental bodily injury; and
- The expense is incurred within one year of the date of the Accident.

What We Pay: Subject to all the terms of this Certificate, the Rehabilitation Benefit pays the lesser of:

- The expense incurred for rehabilitative training; or
- 5% of the benefit amount payable for the Covered Loss; or
- \$2,500. We pay this benefit in arrears, upon receipt of incurred expense for training. Proof must be submitted within 90 days of the Incurred Expense.

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

Incurred Expense: This term means the actual cost of the

- Training; and
- Materials needed for the training.

B400.6166

Adaptive Home & Vehicle Benefit If You suffer a Covered Loss other than loss of life due to an Accidental bodily injury and We determine that an Accidental Death and Dismemberment Benefit is payable, We will pay an Adaptive Home and Vehicle Benefit subject to all of the terms below:

- A benefit is payable under this Certificate's Employee Basic Accidental Death and Dismemberment and Catastrophic Loss Benefit due to a Covered Loss other than loss of life; and
- The home alteration must be:
 - Made to Your principal residence;
 - Made by a licensed contractor that is not You, Your Spouse, child, parent, sibling or business associate; and
 - Reasonable based on Your residual capabilities; and
- The vehicle modification must be:
 - Made to Your Private Automobile; and

- Carried out by a licensed technician that is not You, Your Spouse, child, parent, sibling or business associate; and
- Approved by the Motor Vehicle Department; and
- The expense is incurred within one year of the date of the Accident.

What We Pay: Subject to all the terms of this Policy, the Adaptive Home and Vehicle Benefit pays the lesser of:

- 5% of the Insurance Amount; or
- \$2,500; or
- The actual one-time cost.

We pay this benefit in arrears, upon receipt of incurred expense for the alteration or modification. Proof must be submitted within 90 days of the incurred expense.

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

Incurred Expense: This term means the actual cost (materials and labor) of the alteration and modification.

Private Automobile: This term means a four-wheeled, private passenger car, station wagon, pick-up truck, van or jeep-type automobile which is not being used as a public conveyance.

B400.6159

Spousal Education And Retraining Benefit

If You suffer a Specified Loss due to an Accidental bodily injury, We will pay a Spousal Education and Retraining Benefit subject to all of the terms shown below.

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

- **Hemiplegia:** This term means total paralysis of upper and lower limbs, unilaterally.
- **Institute Of Higher Learning:** This term includes, but is not limited to:
 - Universities;
 - Colleges;
 - Trade schools; and
 - Professional schools.

It does not include graduate level programs.

- **Loss Of Cognitive Function:** This term means a significant decline or loss in intellectual aptitude. Such loss must result from an Accidental injury. And, it must be supported by clinical proof or standardized tests that precisely measure decline in the areas of:
 - Short term memory;
 - Orientation to time, place and person;
 - Deductive or abstract reasoning; and
 - Judgment as it relates to awareness of safety.
- **Net Tuition Expense:** This term means Tuition Expense less any scholarships or grants to which the Spouse is entitled.
- **Paraplegia:** This term means total paralysis of both lower limbs.
- **Quadriplegia:** This term means total paralysis of upper and lower limbs, bilaterally.
- **Specified Loss:** This term means:
 - Loss of life;
 - A comatose state which lasts for a period in excess of one month;
 - Spinal cord injury which results in Hemiplegia, Paraplegia or Quadriplegia; or
 - Severe head injury which results in Loss of Cognitive Function.
- **Tuition Expense:** This term means charges incurred for courses or lab fees. It does not include:
 - Cost of books;
 - Cost of other related course materials;
 - Student activity fees; or
 - Room and board.

When And How The Spousal Education And Retraining Benefit Begins

We will pay a Spousal Education and Retraining Benefit when all of the conditions shown below are met:

- A benefit is payable under this Certificate's Basic Accidental Death and Dismemberment Insurance and Catastrophic Loss Insurance due to a Specified Loss;
- You and Your Spouse share the same place of residence on the date of the Accidental injury which results in the Specified Loss; and
- We receive proof of Your enrollment in an Institute Of Higher Learning. You must:
 - Be enrolled on the date of the Accidental injury which results in the Specified Loss; or
 - Enroll within 12 months of that date.

What We Pay Subject to all the terms of this Policy, this benefit per academic term will be equal to the lesser of:

- Your Net Tuition Expense for the term;
- 5% of the Basic Accidental Death and Dismemberment Insurance benefit and Catastrophic Loss Insurance Benefit paid as a result of the Specified Loss; and
- \$2,500 And, this benefit is subject to a lifetime maximum of \$20,000.

We pay this benefit to the person who has primary responsibility for these expenses.

This benefit is paid per academic term. The maximum number of benefit payments is based on whether You are enrolled in a part-time or full-time course of study. For full-time study, the maximum number of benefit payments is eight. For part-time study, the maximum number of benefit payments is four.

Continued Eligibility For The Spousal Education And Retraining Benefit We require periodic proof of Your continued enrollment in an Institute Of Higher Learning. And, You must maintain a grade point average of at least 2.0 on a 4.0 scale, or its equivalent. We also require proof, per academic term of:

- Your Tuition Expenses; and
- Any scholarships and grants to which You are entitled.

When The Spousal Education And Retraining Benefit Ends This benefit ends on the earliest of the dates shown below:

- The date You are no longer enrolled in an Institute Of Higher Learning;
- The date You fail to maintain a minimum grade point average as shown above;
- The date You fail to furnish any required proof as shown above;
- The date the lifetime maximum benefit is paid; and
- The date the maximum number of benefit payments have been made.

If you die as a result of an Accidental bodily injury and the Spousal Education and Retraining benefit is in effect on the date You die and there is no qualified dependent Spouse who could qualify for this benefit, we will pay a one time benefit of \$500 to the beneficiary in one sum.

B400.6165

Dependent Child Education Benefit

If You suffer a Specified Loss due to an Accidental bodily injury, We will pay a Dependent Child Education Benefit on behalf of a Qualified Dependent Child subject to all of the terms shown below.

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

- **Hemiplegia:** This term means total paralysis of upper and lower limbs, unilaterally.
- **Institute Of Higher Learning:** This term includes, but is not limited to:
 - Universities;
 - Colleges;
 - Trade schools; and
 - Professional schools.

It does not include graduate level programs

- **Loss Of Cognitive Function:** This term means a significant decline or loss in intellectual aptitude. Such loss must result from an Accidental injury. And, it must be supported by clinical proof or standardized tests that precisely measure decline in the areas of: (1) short term memory; (2) orientation to time, place and person; (3) deductive or abstract reasoning; and (4) judgement as it relates to awareness of safety.
- **Net Tuition Expense:** This term means Tuition Expense less any scholarships or grants to which the dependent child is entitled.
- **Paraplegia:** This term means total paralysis of both lower limbs.
- **Quadriplegia:** This term means total paralysis of upper and lower limbs, bilaterally.
- **Qualified Dependent Child:** This term means a child who is:
 - Your biological child, lawfully adopted child, stepchild, or any other child who is living with You in a regular parent-child relationship; and
 - Dependent on You for his or her chief support and maintenance.
- **Specified Loss:** This term means:
 - Loss of life;
 - A comatose state which lasts for a period in excess of one month;
 - Spinal cord injury which results in Hemiplegia, Paraplegia or Quadriplegia; or
 - Severe head injury which results in Loss of Cognitive Function.
- **Tuition Expense:** This term means charges incurred for courses or lab fees. It does not include:
 - Cost of books;
 - Cost of other related course materials;
 - Student activity fees; or
 - Room and board.

**When And How The
Dependent Child
Education Benefit
Begins**

We will pay a dependent child education benefit when all of the conditions shown below are met:

- A benefit is payable under this Certificate's Basic Accidental Death and Dismemberment and Catastrophic Loss Insurance due to a Specified Loss;
- On the date of the Accidental injury which results in the Specified Loss, the Qualified Dependent Child must be 22 years of age or younger; and
- We receive proof of the Qualified Dependent Child's enrollment in an Institute Of Higher Learning. He or she must be a full-time student, as defined by the institute. And, he or she must:
 - Be enrolled on the date of the Accidental injury which results in the Specified Loss; or
 - Be in the 12th grade and enroll within 12 months of that date.

What We Pay

Subject to all the terms of this Policy, this benefit per academic term will be equal to the lesser of:

- The Qualified Dependent Child's Net Tuition Expense for the term;
- 5% of the Basic Accidental Death and Dismemberment Benefit and Catastrophic Loss Insurance Benefit paid as a result of the Specified Loss; and
- \$2,500 And, this benefit is subject to a lifetime maximum of \$20,000.

We pay this benefit to the person who has primary responsibility for these expenses.

This benefit is paid per academic term. The maximum number of benefit payments is eight.

**Continued Eligibility
For The Dependent
Child Education
Benefit**

We require periodic proof that a child remains a Qualified Dependent Child as shown above. We also require proof, per academic term of:

- His or her Tuition Expenses; and
- Any scholarships and grants to which he or she is entitled.

**When The
Dependent Child
Education Benefit
Ends**

This benefit ends on the earliest of the dates shown below:

- The date the child is no longer a Qualified Dependent Child as shown above;
- The date the child is no longer enrolled in an Institute Of Higher Learning;
- The date the child fails to furnish any required proof as shown above;
- The date the lifetime maximum benefit is paid; and
- The date the maximum number of benefit payments have been made.

- The end of a period of six years from the date the first child education benefit payment is made.

If you die as a result of an Accidental bodily injury and the Dependent Child Education benefit is in effect on the date You die and there is no Qualified Dependent Child who could qualify for this benefit, we will pay a one time benefit of \$500 to the beneficiary in one sum.

B400.6171

Day Care Expense Benefit

If You suffer a Specified Loss due to an Accidental bodily injury, We will pay a Day Care Expense Benefit subject to all of the terms shown below.

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

- **Hemiplegia:** This term means total paralysis of upper and lower limbs, unilaterally.
- **Loss Of Cognitive Function:** This term means a significant decline or loss in intellectual aptitude. Such loss must result from an Accidental injury. And, it must be supported by clinical proof or standardized tests that precisely measure decline in the areas of:
 - Short term memory;
 - Orientation to time, place and person;
 - Deductive or abstract reasoning; and
 - Judgement as it relates to awareness of safety.
- **Paraplegia:** This term means total paralysis of both lower limbs.
- **Quadriplegia:** This term means total paralysis of upper and lower limbs, bilaterally.
- **Qualified Day Care Program:** This term means a program of child care which:
 - Is provided in a facility that is licensed as a day care center or is operated by a licensed day care provider; and
 - Charges a fee for the care of children.

The term does not include child care provided by a:

- Parent;
- Stepparent;
- Grandparent;
- Sibling;
- Aunt; or
- Uncle.

- **Qualified Dependent Child:** This term means a child who is:
 - Your biological child, lawfully adopted child, stepchild, or any other child who is living with You in a regular parent-child relationship; and
 - Dependent on You for his or her chief support and maintenance.
- **Specified Loss:** This term means:
 - Loss of life
 - A comatose state which lasts for a period in excess of one month;
 - Spinal cord injury which results in Hemiplegia, Paraplegia or Quadriplegia; or
 - Or severe head injury which results in Loss of Cognitive Function.

When And How The Day Care Expense Benefit Begins

We will pay a day care expense benefit when all of the conditions shown below are met:

- A benefit is payable under this Certificate's Basic Accidental Death and Dismemberment and Catastrophic Loss due to a Specified Loss;
- On the date of the Accidental injury which results in the Specified Loss, the Qualified Dependent Child must be under the age of seven of age or younger; and
- We receive proof of the Qualified Dependent Child's enrollment in a Qualified Day Care Program. His or her enrollment must start within 12 months of the date of the Accidental injury which results in the Specified Loss.

What We Pay

Subject to all the terms of this Policy, this benefit will be equal to the lesser of:

- \$10,000 per year; and
- The actual yearly day care expenses for all of Your Qualified Dependent Children.

If this benefit is payable as both an Employee Accidental Death and Dismemberment Benefit and a Dependent Accidental Death and Dismemberment Benefit under this Certificate, the total benefit paid will not exceed the yearly day care expenses for all of Your Qualified Dependent Children.

We pay this benefit to the person who has primary responsibility for these expenses.

Continued Eligibility For The Day Care Expense Benefit

We require periodic proof:

- That a child remains enrolled in a Qualified Day Care Program; and
- Of the child's day care expenses.

**When The Day Care
Expense Benefit
Ends**

This benefit ends on the earliest of the dates shown below:

- The date the child is no longer a Qualified Dependent Child as shown above;
- The date the child is no longer enrolled in a Qualified Day Care Program;
- The date We do not receive any required proof as shown above; and
- The end of a period of four years from the date the first day care expense benefit was paid.

If you die as a result of an Accidental bodily injury and the Day Care Expense benefit is in effect on the date You die and there is no Qualified Dependent Child who could qualify for this benefit, we will pay a one time benefit of \$500 to the beneficiary in one sum.

B400.6174

CLAIM PROVISIONS

Your right to make a claim for Group Accidental Death and Dismemberment Insurance Benefits provided by this Certificate is governed as follows:

Authority We have discretionary authority to:

- Interpret the terms of this Certificate; and
- Determine Your eligibility for coverage and benefits under this Certificate.

All such determinations are conclusive and binding, except that they may be modified or reversed by a court or regulatory agency with appropriate jurisdiction.

Notice Written notice of intent to file a claim under this Certificate must be sent to Us within 20 days of the date of the loss. This Notice should include the name of the insured and the Policy number. If the claim is being made for any other Covered Person, his or her name should also be shown. For details, You can call Us at 1-800-525-4542.

Claim Forms We will furnish forms for filing proof of death within 15 days of receipt of Notice. If we do not furnish the forms on time, We will accept a written Notice and adequate proof of death that is the basis of the claim as Proof of Loss.

Proof of Loss You must send written Proof of Loss to Our designated office within 90 days of the loss.

Late Notice and Proof of Loss We will not void or reduce Your claim if we do not receive Notice and Proof of Loss within the required time. In that case, Notice and Proof of Loss must be sent as soon as reasonably possible.

Proof of loss and other claim data should be submitted to:

The Guardian Life Insurance Company of America
Group Life Claims Department
P.O. Box 14334
Lexington, KY 40512

Payment of Benefits We will pay the Group Accidental Death & Dismemberment Insurance Benefit as soon as We receive written Proof of Loss.

Legal Actions No legal action against Guardian related to this Certificate may be brought until 60 days from the date Proof of Loss has been given as shown above. No legal action may be brought against Guardian related to claims for benefits under this Certificate after three years from the date of the final benefit determination.

B400.7177

DEFINITIONS

This section defines certain terms appearing in Your Certificate.

B400.7183

Accident This term means an event or occurrence, resulting in bodily injury or death, independent of all other causes, while a Covered Person is insured by this Certificate. Accident does not include:

- Willful self-injury, suicide, or attempted suicide while sane or insane;
- Sickness, disease, mental infirmity, or result of any medical or surgical treatment;
- Infection, except pyogenic infections which result from a bodily injury or bacterial infections which result from the unintentional ingestion of contaminated substances;
- The intentional or voluntary inhalation or ingestion of gas, chemical, solvent, poison or other substances not intended for internal consumption;
- An injury the Covered Person suffers while taking part in a riot or other civil disorder; or in the commission of or attempt to commit a felony, as defined per the laws in the jurisdiction in which the felony was committed or attempted, or as defined under federal law if the offense charged was a federal offense;
- Injury suffered while travelling on any type of aircraft if the Covered Person is an instructor or crew member; or has any duties at all on that aircraft;
- Injury suffered in declared or undeclared war or act of war or armed aggression;
- Injury suffered while the Covered Person is a member of any armed force;
- Injury suffered while the Covered Person is a driver in a motor vehicle Accident, if his or her driver's license has been suspended, revoked or has been expired for more than 90 days, or if the driver is unlicensed;
- Injury suffered while the Covered Person is legally intoxicated; or
- Injury suffered while the Covered Person is voluntarily using a controlled substance, unless:
 - It was prescribed for the Covered Person by a doctor; and
 - It was used as prescribed.

A controlled substance is 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.

B400.7184

Active Work or Actively At Work These terms mean You are able to perform, and are performing, all of the regular duties of Your work for the Employer at:

- One of the Employer's usual places of business;
- Some place where the Employer's business requires You to travel; or
- Any other place You and the Employer have agreed on for Your work.

B400.7186

Activities Of Daily Living This term means the ability to independently perform the following, with or without equipment or adaptive devices:

- **Bathing:** wash in a tub or shower; or take a sponge bath; and towel dry.
- **Dressing:** put on and take off all clothes; and those medically necessary braces or prosthetic limbs usually worn; and fasten or unfasten them.
- **Toileting:** get to and from and on and off the toilet; to maintain personal hygiene; and care for clothes.
- **Transferring:** move in and out of a chair or bed.
- **Contenance:** control bowel and bladder function; or, in the event of incontinence, maintain personal hygiene.
- **Eating:** get food into the body by any means once it has been prepared and made available.

B400.7187

Certificate This term means this Certificate of Coverage, including any riders and enrollment forms that may be attached to this Certificate.

B400.7188

Covered Loss This term means loss due to an Accident while a Covered Person is insured by this Certificate and as outlined in the Table of Covered Losses.

B400.7189

Covered Person This term means the Employee insured by this Certificate.

B400.7191

Effective Date The date the Certificate goes into force and effect as stated on the cover page of the Certificate of Coverage, or any change to the Certificate as requested by the Policyholder and approved by Us and in force and effect as stated on the cover page of the Certificate of Coverage.

B400.7192

Eligibility Date This term means the earliest date a Covered Person is eligible for coverage under this Certificate, and he or she has satisfied all requirements for coverage to begin, as required by this Certificate.

- For Employee coverage, this term means the earliest date You are eligible for coverage under this Certificate.

- For an Employee in Active Work who had completed any waiting period required by the Employer as of the Effective Date of this Certificate, the Eligibility Date means the Effective Date of this Certificate.
- For an Employee in Active Work as of the Effective Date of this Certificate who has not completed any waiting period required by the Employer , the Eligibility Date will be the first date following the completion of the required waiting period.
- For an Employee hired on or after the Effective Date of this Certificate, the Eligibility Date will be the later of the Employee's date of hire, or the first date following the completion of any waiting period required by the Employer.

If this plan requires Employees to elect coverage under this Certificate, the Eligibility date will be the later of:

- The Employee's date of hire;
- The first date following the completion of any waiting period required by the Employer; or
- The approval by Us in writing of any coverage for which You were required to provide Proof of Insurability.

B400.7194

Employee This term means a person who works for the Employer at the Employer's place of business and whose income is reported to the United States Internal Revenue Service, and/or a state, for tax purposes. Partners and proprietors will also be treated as Employees if the eligibility requirements are met.

B400.7195

Employer This term means ENSIGN ENERGY SERVICES, LLC .

B400.7196

Enrollment Period This term means the 31 day period which starts on the date You first become eligible for coverage.

B400.7197

Full-Time This term means You are not a part time Employee as defined by Your Employer and the average number of hours You worked for the six months prior to the last full day worked was at least 25 hours per week at:

- Your Employer's place of business;
- Some place where the Employer's business requires You to travel; or
- Any other place You and Your Employer have agreed upon for the performance of occupational duties.

B401.3005

Insured Earnings Only Your earnings from the Employer will be included as Insured Earnings.

- **For Partners And S Corporation Shareholders** Insured Earnings means the sum of the amounts listed below:

- Your compensation as an Employee or S Corporation shareholder, or guaranteed payments as a Partner, as reported on Your Federal Income Tax Return(s), Form 1040, for the prior calendar year, less the gross total of unadjusted Employee business expenses as included on the corresponding Schedule A Itemized Deductions.
- Your non-passive income (loss) from trade of business as reported on Schedule E - Part II of Your Federal Income Tax Return(s), Form 1040, for the prior calendar year, less any expenses incurred and reported elsewhere on Your Return; and
- Your contributions during the prior calendar year, deposited into a:
 - Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
 - Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

If You are not a partner or S Corporation shareholder for the full prior calendar year, Your earnings will be based on the annualized sum of the listed amounts for the period of time that You were a partner or S Corporation shareholder during that calendar year.

- **For Sole Proprietors:** Insured Earnings means the sum of the amounts listed below.
 - Your annual net profit as determined from Schedule C - Part II of Your Federal Income Tax Return(s), Form 1040 for the prior calendar year
 - Your contribution during the prior calendar year deposited into a:
 - Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
 - Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

Annual net profit is calculated as gross income less total expenses.

If You are not a sole proprietor for the prior calendar year. In that case, We will calculate annual net profit and annual contributions using the full number of months that You were a sole proprietor during such time.

- **For Employees Who Are Compensated On Less Than A 12 Month Basis:** Insured Earnings means annual earnings determined from Your annual contract salary. If You do not have an annual contract salary, Insured Earnings means Your prior calendar year salary.

Your annual contract salary will include shift differential.

The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

Earnings based on excluded income and Employer contributions deposited into such 401(k), 403(b), 457 or similar plan are not included. The term also does not include:

- Bonuses;
- Overtime pay;
- Expense accounts;
- Stock options; and
- Any other extra compensation.

If You are paid hourly, We calculate Insured Earnings based on actual hours worked or billed in the 12 months before earlier of the the date you ceased working your normally scheduled hours and the date of Your covered loss or death.

We do not include pay for hours worked or billed over 40 per week.

- **For Employees Whose Income Is Reported On A IRS Form 1099:** Insured Earnings means Your annual earnings as figured from the 1099 form(s) received from the Employer for the prior calendar year. Earnings are calculated as Your earned income as reported on the 1099 form(s) minus business expenses as reported on Schedule C - Part II of Your Federal Income Tax Return(s), Form 1040. The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

B400.7200

- **For Any Other Employee Who Receives Base Salary Only:** Insured Earnings means Your base annual salary from the Employer.

Your base annual salary includes shift differential.

The term also includes Your annual contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

Earnings based on excluded income and Employer contributions deposited into such 401(k), 403(b), 457 or similar plan are not included. The term also does not include:

- Bonuses;
- Commissions;
- Overtime pay;
- Expense accounts;
- Stock options; and
- Any other extra compensation.

If You are paid hourly, We calculate Insured Earnings based on actual hours worked or billed in the 12 months before the earlier of the date you ceased working your normally scheduled hours and the date of Your covered loss or death.

We do not include pay for hours worked or billed over 40 per Week.

B400.7201

Legally Intoxicated "Intoxicated" means that the Covered Person's blood alcohol content meets or exceeds the percentage or amount of blood alcohol content that creates a legal presumption of intoxication under the laws of the state or territory in which the loss occurred for operating a motor vehicle under the influence, regardless of whether the Covered Person was operating a motor vehicle at the time the loss occurred.

B400.7219

Month or Months or Monthly These terms mean a consecutive 30 day period.

B400.7220

Policy or Plan This term means the Group Accidental Death and Dismemberment Coverage described in the Policy and in this Certificate.

B400.7223

Proof Of Insurability This term means the completion of an evidence of insurability form, acceptable to Us, which shows that a person is insurable.

B400.7224

Proof of Loss This term means the documents that are deemed acceptable for purposes of substantiating a life claim. Acceptable Proof of Loss includes:

- An original certified finalized death certificate;
- The beneficiary designation in effect at the time of death;
- Enrollment information documenting that the insured was properly enrolled for the amount of coverage claimed;
- A fully completed claim form; and

- Any additional information deemed necessary during the course of Our claim investigation. This may include, but is not limited to, an autopsy report, investigative reports, toxicology reports and medical records.

B400.7225

Third degree Burn This term means a burn involving the full thickness of skin including the tissue beneath the skin; burns in which both the epidermis and dermis are destroyed with damage extending into underlying tissues.

B400.7227

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

B400.7229

You or Your These terms mean the insured Employee.

B400.7230

CERTIFICATE RIDER - Seatbelt and Airbag Benefit

This Rider is effective as of the effective date of the Employee's Certificate. If this Rider is added to an inforce Certificate, the Rider becomes effective on its issue date. This Rider amends the Certificate by the addition of the following:

Terms not specifically defined within this Rider are defined in the Certificate.

**Employee Basic Accidental Death
and Dismemberment Insurance
Seatbelt and Airbag Benefit**

This rider applies to Your Basic Accidental Death and Dismemberment Insurance.

**Seatbelt And Airbag
Benefits**

If You die as a direct result of an automobile Accident while properly wearing a seatbelt, We will increase Your Accidental Death and Dismemberment Benefit amount by \$10,000. And, if You die 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 increase Your Accidental Death and Dismemberment Benefit amount by an additional \$5,000, for a total increase of \$15,000.

Proof that You were properly wearing a seatbelt must be provided. A law enforcement official investigating the Accident must certify that the seatbelt was properly fastened and that the automobile in which the deceased was traveling was equipped with airbags. A copy of such certification must be submitted to Us with the claim for benefits.

If We cannot determine that You were wearing a seatbelt at the time of the Accident, We will increase Your Accidental Death and Dismemberment Benefit amount by \$1,000.

If We determine that a seatbelt was not worn at the time of the automobile Accident directly resulting in Your death, or if the required official report is not provided, no Seatbelt or Airbag Benefit will be paid.

The total amount payable for the Seatbelt and Airbag Benefit under Your Basic Accidental Death and Dismemberment Insurance and Basic Group Term Life Insurance and may not exceed \$30,000.

Exclusions

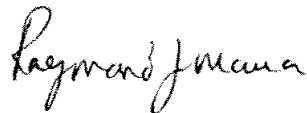
This Certificate Rider does not pay a Seatbelt or Airbag Benefit for loss of life caused by, or related to an Accident occurring:

- While You are the driver in an automobile Accident, if Your driver's license has been suspended or revoked or if You are unlicensed;
- While You are Legally Intoxicated;
- While You are voluntarily using a controlled substance, unless:
 - It was prescribed for You by a Doctor; and
 - It was used as prescribed.

A controlled substance is 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.

- While You were intentionally or voluntarily inhaling or ingesting a gas, chemical, solvent, poison or other substances not intended for internal consumption;
- During Your commission of, or attempt to commit a felony as defined per the laws in the jurisdiction in which the felony was committed or attempted, or as defined under federal law if the offense charged was a federal offense;
- During Your participation in any sport for compensation or profit; or
- During Your racing an automobile in an organized event or street race.

The Guardian Life Insurance Company of America

A handwritten signature in black ink, appearing to read "Raymond Marra". The signature is written in a cursive, flowing style.

Raymond Marra, Senior Vice President, Group and Worksite Markets

B400.7602

**GROUP ACCIDENTAL DEATH AND DISMEMBERMENT
SCHEDULE OF BENEFITS**

B400.7846-R

**Employee Basic Accidental Death And Dismemberment (AD&D)
Insurance Schedule**

B400.7859

Basic AD&D Insurance Amount An amount equal to 100% of Your Insured Earnings, rounded to the next higher \$1,000, if not already a multiple of that amount, to a maximum of \$500,000, but not less than \$50,000.

B400.7864-R

Redetermination Subject to any of the Policy's proof of insurability requirements, Your Basic Accidental Death and Dismemberment Insurance amount will be redetermined each January 1st, to an amount determined in accordance with the formula shown above, on the basis of Your then current Insured Earnings. Each January 1st, your Employer must report current Insured Earnings for You under this Policy. If You are not actively at work on a Full-Time basis on that date, Your insurance amount will be redetermined on the date You return to active Full-Time service. But, if Your basic Accidental Death and Dismemberment Insurance amount was previously reduced because of an age or retirement reduction, it will not be redetermined due to the change in earnings.

B400.7884

Reduction of Basic AD&D Insurance Amount Based on Age If You are less than age 65 when Your insurance under this Policy starts, Your insurance amount will be reduced at 12:01 A.M. Standard Time for Your place of residence on the date You reach age 65, by 35% of the amount which otherwise applies to Your classification. But in no case will such reduced amount be less than \$1,000. This reduction also applies to Your initial insurance amount if Your insurance starts after You reach age 65, but before You reach age 70.

If You are less than age 70 when Your insurance under this Policy starts, Your insurance amount will be reduced at 12:01 A.M. Standard Time for Your place of residence on the date You reach age 70, by 60% of the amount which otherwise applies to Your classification. But in no case will such reduced amount be less than \$1,000. This reduction also applies to Your initial insurance amount if Your insurance starts after You reach age 70, but before You reach age 75.

If You are less than age 75 when Your insurance under this Policy starts, Your insurance amount will be reduced at 12:01 A.M. Standard Time for Your place of residence on the date You reach age 75, by 75% of the amount which otherwise applies to Your classification. But in no case will such reduced amount be less than \$1,000. This reduction also applies to Your initial insurance amount if Your insurance starts after You reach age 75.

The reduced amount is in place of the amount which otherwise applies to Your classification.

B400.7900-R

Proof of Insurability Depending on the coverage selected, or as otherwise required in this Certificate, You, Your Spouse and/or Dependents may be required to supply proof that the person applying for coverage is insurable for the amount and type of coverage selected. This requirement is called Proof of Insurability. For purposes of this section, any person applying for coverage requiring Proof of Insurability is referred to as "Applicant."

To determine if the Applicant is required to submit Proof of Insurability for the type and amount of coverage sought, please see below.

Any applicant required to submit Proof of Insurability is required to complete and submit to Us an Enrollment/Change form. We may also require the completion of additional forms so that We may determine whether the Applicant is insurable, according to Our underwriting standards for the amount and type of coverage applied for. To determine if the Applicant is insurable, We may also need to obtain and review the Applicant's health and medical history; prescription history; records relating to treatment, diagnostic testing, hospitalization and the like; and records pertaining to Applicant's driving and motor vehicle history.

No coverage requiring Proof of Insurability will become effective unless and until it is approved by Us in writing. Our receipt of any premiums associated with coverage requiring Proof of Insurability does not waive or modify any requirement that must be satisfied for coverage to begin, including but not limited to the requirement that the Applicant submit Proof of Insurability. In the event that any premiums are overpaid, Our only obligation is to return the amount of overpaid premiums.

The Policyholder, or its designee, must give Us complete and accurate information so that we may determine:

- Who is insured;
- The type and amount of coverage for which someone is insured; and
- Any other information required so that Guardian may meet its obligations under the Policy.

Proof Of Insurability Requirements Proof Of Insurability requirements apply to Basic Accidental Death and Dismemberment Insurance. Such requirements may apply to the full insurance amount, or just part of it, as outlined below. When Proof Of Insurability requirements apply, it means You must submit to Us Proof that You are insurable, and We must approve the Proof in writing before the insurance, or the specified part becomes effective.

We require Proof of Insurability as follows:

If You:

- Do not meet this Policy's enrollment requirement within 30 days after You first become eligible; or
- Enroll after You previously had coverage which ended because You failed to make a required payment,

We will require that You provide Proof Of Insurability. And, You will not be covered until We approve that proof in writing.

If Your Active Full-Time Work ends before You meet any Proof Of Insurability requirements that apply You will still have to meet those requirements if You are later re-employed by the Employer or an associated company.

B400.8032

Family Status Change You may request a change to your Accidental Death and Dismemberment Insurance coverage if you have experienced a Family Status Change.

A Family Status Change includes one or more of the following:

- Marriage or divorce;
- Death of a Spouse or child;
- Birth or adoption of a child;
- Your Spouse's termination of employment or a change in Your Spouse's employment that results in the loss of group coverage.

The term "marriage" may also refer to civil unions and domestic partnerships, as recognized by the jurisdiction in which You reside.

If a change in Family Status occurs, You may request an increase to Your Accidental Death and Dismemberment Insurance amount or the addition of Employee Accidental Death and Dismemberment Insurance for which You were not previously insured. You may also request an increase or the addition of dependent Spouse or dependent child Accidental Death and Dismemberment Insurance for your living eligible dependents. You must provide proof of the Family Status Change and request the change to Your Accidental Death and Dismemberment Insurance in writing within 31 days after the date of the Family Status Change as described below.

B400.9096

Changes to Insurance

B400.9564

Changes In Insurance Amounts If You are not Actively At Work on a Full-Time basis, any change in Your amount of coverage will not become effective prior to the date You return to Active Work on a Full-Time basis.

B400.9567

Changes In Insurance Classification If Your classification changes, insurance will not be changed to the new amount until the first day on which You are:

- Actively At Work on a Full-Time basis; and
- Make a contribution, if required, for the new classification.

If a contribution is required for the new classification for which a larger amount of insurance is provided, You must make the required contribution for the new amount within 31 days of the change. If You do not make the required contribution within 31 days of the change or within 31 days of becoming Actively At Work on a Full-Time basis, if You are not Actively At Work on a Full-Time basis, when Your classification changes, no increase will be allowed due to such change or any later change. In that case, in order to become insured for the larger amount, You must:

- Make the required contribution for the new amount; and
- Furnish Proof Of Insurability to Us, which We approve in writing.

If the insurance amount was previously reduced because of age or retirement, it will be retained at the reduced amount.

B400.9570

The following notice applies if your plan is governed by the Employee Retirement Income Security Act of 1974 and its amendments. This notice is not part of the Guardian plan of insurance or any employer funded benefits, not insured by Guardian.

STATEMENT OF ERISA RIGHTS

The Guardian Life Insurance Company of America

10 Hudson Yards
New York, New York 10001
(212) 598-8000

Your group term accidental death and dismemberment insurance benefits may be covered by the Employee Retirement Income Security Act of 1974 (ERISA). If so, you are entitled to certain rights and protections under ERISA.

ERISA provides that all plan participants shall be entitled to:

Receive Information about Your Plan and Benefits

- 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.
- 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.
- 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.

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 (see Claims Procedures below).

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 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.

Accidental Death and Dismemberment Insurance 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 Guardian Life Insurance Company of America (hereinafter referenced as Guardian.)

Guardian is the Claims Fiduciary with discretionary authority to interpret and construe the terms of the Policy, the Certificate, the Schedule of Benefits, and any riders, or other documents or forms that may be attached to the Certificate or the Policy, and any other plan documents. Guardian has discretionary authority to determine eligibility for benefits and coverage under those documents. 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 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 of
Accidental Death
and
Dismemberment
Insurance Claims**

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 90 days from the date of receipt of a claim. This period may be extended by up to 90 days if Guardian determines that an extension is necessary due to special circumstances, and so notifies the claimant before the end of the initial 90-day period. Such notification will include the reason for the special circumstances requiring the extension and a date by which the determination is expected to 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.

**Adverse Benefit
Determination of
Accidental Death
and
Dismemberment
Insurance Claims**

If a claim is denied, Guardian will provide notice that will set forth:

- The specific reason(s) for the adverse determination;
- References to the specific provisions in the Policy, Certificate, plan or other documents, on which the determination is based;
- A description of any additional material or information needed to perfect the claim, and an explanation of why such material or information is necessary;
- 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;
- 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;
- A description of the plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination; and
- In the case of 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.

B997.0367-R

**Appeals of Adverse
Determinations of
Accidental Death
and
Dismemberment
Insurance Claims**

If a claim is wholly or partially denied, you will have up to 60 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 relevant 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;
- 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 60 days after receipt of the request for review of the adverse determination. This period may be extended by an additional period of up to 60 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 60-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.

In the event Guardian denies the appeal of an adverse benefit determination, it will:

- Provide the specific reason or reasons why the appeal was denied;
- Refer to the specific provisions in the Policy, Certificate, plan, or other documents on which the benefit determination is based;
- Provide a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to the claimant's claim for benefits;

- In the event the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, provide either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

Waiver of Premium If you apply for an extension of accidental death and dismemberment insurance benefits due to Total Disability under the Waiver of Premium benefit under this plan, these claim procedures will apply to such request:

Timing For Initial Benefit Determination for Waiver of Premium 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 time period shown below. A written or electronic notification of any adverse determination must be provided.

Guardian will make a determination of whether the claimant meets the plan's standard for total disability 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 on the claim, and the additional information needed to resolve those issues.

If Guardian extends the time period for making a benefit determination due to a claimant's failure to submit the 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.

Adverse Benefit Determination If a claim for an extension of benefits is denied, Guardian will provide a notice that will set forth:

- The specific reason(s) for the adverse determination;
- References to the specific provisions in the Policy, Certificate, plan or other documents, on which the determination is based;
- A description of any additional material or information needed to perfect the claim, and an explanation of why such material or information is necessary;
- 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;

- A statement disclosing any internal rule, guideline, protocol or similar criterion relied on in making the adverse benefit determination (or a statement that such information will be provided free of charge upon request); or a statement that no internal rule, guideline, protocol or similar criterion was relied upon in making the adverse benefit determination;
- If applicable, an explanation of the basis of disagreement with or not following the views presented by you, of health care professionals who treated you and vocational professionals who evaluated you;
- If applicable, an explanation of the basis for disagreeing with or not following the views of any medical or vocational expert whose advice was obtained on our behalf in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the determination;
- If applicable, an explanation of the basis for disagreeing with or not following a disability determination made by the Social Security Administration that you present to us;
- A description of the plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination; and
- In the case of 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.

B997.0368

Appeals of Adverse Determinations for Waiver of Premium

If a claim for Waiver of Premium is 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 relevant 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;

- 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.

In the event Guardian denies the appeal of an adverse benefit determination, it will:

- Provide the specific reason or reasons why the appeal was denied;
- Refer to the specific provisions in the Policy, Certificate, plan, or other documents on which the benefit determination is based;
- Provide a statement that the claimant is entitled to receive, upon request and free of charge, reasonably access to, and copies of all documents, records, and other information relevant to the claimant's claim for benefits;
- Provide a statement disclosing any internal rule, guideline, protocol or similar criterion relied on in making the adverse benefit determination (or a statement that such information will be provided free of charge upon request); or a statement that no internal rule, guideline, protocol or similar criterion was relied upon in making the adverse benefit determination;
- If applicable, provide an explanation of the basis of disagreement with or not following the views presented by you, of health care professionals who treated you, and vocational professionals who evaluated you;
- If applicable, provide an explanation of the basis for disagreeing with or not following the views of any medical or vocational expert whose advice was obtained on our behalf in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the determination;
- If applicable, provide an explanation of the basis for disagreeing with or not following a disability determination made by the Social Security Administration that you present to us;

- Provide a statement describing the claimant's right to bring a civil suit under Section 502(a) of the Employee Retirement Income Security Act of 1974 which shall also describe any applicable contractual limitations period that applies the claimant's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim, and;
- In the event the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, provide either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

**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.

In addition to any legal rights you may have under section 502(a), if you believe that we have violated ERISA's procedural requirements, you may request that we review any claimed violation(s) and we will respond to you within ten days.

B997.0369

CERTIFICATE OF COVERAGE

The Guardian Life Insurance Company of America

10 Hudson Yards
New York, New York 10001
(212) 598-8000

The group Short Term Disability income coverage described in this Certificate is attached to the group Policy effective January 1, 2020. This Certificate replaces any Certificate previously issued under this Policy or under any other plan providing similar or identical benefits issued to the Policyholder by Guardian.

GROUP SHORT TERM DISABILITY INCOME COVERAGE

Guardian certifies that the Employee to whom this Certificate is issued is Eligible for the coverage, and in the amount, described herein. In order to be eligible for coverage, the Employee must: (a) satisfy all of the Policy's eligibility and Effective Date requirements; (b) be listed in Our and/or the Policyholder's records as a validly covered Employee under the Policy; and (c) all required premium payments must have been made by or on behalf of the Employee; and (d) satisfy any necessary Proof of Insurability requirements.

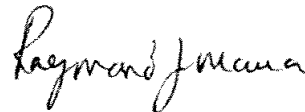
The Employee is not covered by any part of the Policy for which he or she has waived coverage. Such a waiver of coverage is shown in Our and/or the Policyholder's records.

Policyholder: ENSIGN ENERGY SERVICES, LLC
Group Policy Number: 00565803

The Guardian Life Insurance Company of America



Harris Oliner, Senior Vice President,
Corporate Secretary



Raymond Marra, Senior Vice President,
Group and Worksite Markets

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

B401.2270

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GENERAL PROVISIONS

Applicable Benefits

This Certificate may include multiple benefit options and types of benefits. You will only be covered for benefits if:

- They were previously selected in an acceptable manner and mode, such as an enrollment form or other required form; and
- We have received any required premium.

B400.0048

Limitation of Authority

Only the President, a Vice President or a Secretary of Guardian, has the authority to act for Us in a written and signed statement to:

- Determine whether any contract, Policy or certificate is to be issued;
- Waive or alter any contract or Policy provisions, or any of Our requirements;
- Bind Us by any statement or promise relating to the contract issued or to be issued; or
- Accept any information or representation which is not in a signed application.

Agents and brokers do not have the authority to change the contract or Policy or waive any of its provisions.

B400.0049

Incontestability

This Certificate 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 You will be used to contest the validity of Your insurance or to deny a claim for a loss incurred, or for a disability which starts, after such insurance has been in force for two years during Your lifetime. In the absence of fraud, a statement may not be used to contest the validity of Your insurance or to deny a claim for a loss incurred unless the statement is contained in a written instrument signed by You.

If this Certificate replaces a plan Your Employer had with another insurer, We may rescind this Certificate based on intentional misrepresentations or omissions, material to the acceptance of the risk, made by the Employer or You in a signed application for up to two years from the Effective Date of the Policy.

In the event Your insurance is rescinded, We will refund premiums paid for the periods such insurance is void. The premium paid by You will be sent to Your last known address on file with Your Employer or Us.

B401.2271

Examination

We have the right to have a Doctor(s) of Our choice examine the person for whom a claim is being made under this Certificate as often as We feel reasonably necessary. We will pay for all such examinations.

B400.1920

ELIGIBILITY FOR SHORT TERM DISABILITY INCOME COVERAGE

Conditions of Eligibility

You are eligible for Short Term Disability if You are:

- In an eligible class of Employees;
- Are an active Full-Time Employee;
- Legally working in the United States and/or Canada or working outside of the United States for a United States based Employer in a country or region approved by Us; and
- Working at least the minimum required number of hours of an Employee in Your eligible class at:
 - The Employer's place of business;
 - Some place where the Employer's business requires You to travel; or
 - Any other place You and the Employer have agreed upon for the performance of the major duties of Your job.

B400.0054

You are **not** eligible for Short Term Disability if You are:

- A temporary or seasonal Employee.

B400.0057

Enrollment Requirement: If You must pay all or part of the cost of Your coverage, We will not cover You until You enroll and agree to make the required payments.

B400.0059

Proof of Insurability: Part or all of Your insurance amounts may be subject to Proof of Insurability. The Schedule Of Benefits explains if and when We require proof. You will not be covered for any amount that requires such proof until You give the proof to Us and We approve that proof in writing.

B400.0060

The Waiting Period: If You are in an eligible class, You are eligible for Short Term Disability under this Certificate after you complete the service waiting period, if any, established by the Employer.

B400.0061

Multiple Employment: If You work for both the Employer and a covered associated company, or for more than one covered associated company, We will treat You as if only one firm employs You. You will not have multiple Short Term Disability coverage under this Certificate. But, if this Certificate uses the amount of Your Insured Earnings to set the rates, determine class, figure coverage amounts, or for any other reason, such earnings will be figured as the sum of Your Insured Earnings from all covered Employers.

B400.0062

When Coverage Starts

For coverage to start, You must be fully capable of performing the major duties of Your Own Job for the Employer working the minimum required number of hours of an Employee in Your eligible class at 12:01 A.M. Standard Time for Your place of residence on Your scheduled Eligibility Date. And, for coverage to start, You must meet all of the Conditions of Eligibility described above and the conditions shown below which apply to You. If You are not fully capable of performing the major duties of Your Own Job on Your scheduled Eligibility Date, We will postpone the start of Your coverage while this Certificate is in force. We will postpone coverage until You are so capable and working the minimum required number of hours of an Employee in Your eligible class for one full day, with the capacity to do so for one full week.

Whether You must pay all or part of the cost of Your coverage, You must elect to enroll and agree to make the required payments before Your coverage will start. If You do this on or before Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You do this within 31 days after Your Eligibility Date, Your coverage is scheduled to start on the date You sign Your enrollment form. If You elect to enroll and agree to make the required payments more than 31 days after Your Eligibility Date, Your coverage will not start until You send Us Proof of Insurability. Once We have approved such proof, Your coverage is scheduled to start on Your approved Eligibility Date.

B400.0064

Exception to When Coverage Starts

Sometimes a scheduled Eligibility Date is not a regularly scheduled work day. If the scheduled Eligibility Date falls on:

- A holiday;
- A vacation day;
- A non-scheduled work day;

- A day during an approved leave of absence not due to Sickness or Injury, of 90 days or less; or
- A day during a period of absence that is less than 7 days in duration;

and if:

- You were fully capable of performing the major duties of Your Own Job for the Employer for the minimum number of hours of an Employee in Your eligible class at 12:01 AM Standard Time for Your place of residence on the scheduled Eligibility Date; and
- You were performing the major duties of Your Own Job and working the minimum number of hours of an Employee in Your eligible class on Your last regularly scheduled work day.

Your coverage will start on the scheduled Eligibility 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 Certificate replaced.

Any part of Your coverage which is subject to Proof of Insurability will not start unless You send such proof to Us, and We approve it in writing. Once We have approved it, that part of Your coverage is scheduled to start on Your approved Eligibility Date.

B400.0066

Transfer Business Exception: If You are not Actively at Work and not working the minimum required number of hours of an Employee in Your eligible class, due to Sickness or Injury, on Your Scheduled Eligibility Date, You will be insured for Short Term Disability insurance if:

- You were insured under the prior insurer's group Short Term Disability policy with this Employer at the time the prior insurer's group Short Term Disability policy ended and the group Short Term Disability Policy became effective with Us, with no break in group coverage;
- You were a member of an eligible class under the prior carrier's group Short Term Disability policy and are eligible under this Certificate;
- Premiums for You were paid up to date for the prior carrier's group Short Term Disability policy and this Certificate; and
- You are not receiving or eligible to receive benefits under the prior insurer's group Short Term Disability policy.

If you continue to be incapable of performing the major duties of Your Own Job for the Employer and subsequently become Disabled, any Disability benefit payable will be the lesser of:

- The Short Term Disability benefit payable under this Certificate; or
- The Short Term Disability benefit payable under the prior insurer's group Short Term Disability policy had it remained in force.

B400.0095

When Coverage Ends

Your coverage will end on the first of the following dates:

- The last day of the Month in which Your Active Full-Time Work ends for any reason, except as shown below under Continuation Of Coverage.
- The last day of the Month in which You stop being an eligible Employee under this Certificate.
- The date You are no longer working in the United States and/or Canada, or no longer working outside of the United States for a United States based employer in a country or region approved by Us. Any incidental business or personal travel outside of the United States and/or Canada, or outside of a country or region approved by Us, is covered. Such travel will be considered incidental if it is for a period not to exceed 30 consecutive days.
- The date the group Certificate ends, or is discontinued for a class of Employees to which You belong.
- The last day of the period for which required payments are made for You.
- The date You die.

You may have the right to continue certain group benefits for a limited time after Your coverage would otherwise end. Read this Certificate carefully for details and discuss with your Employer or administrator. Any provisions that allow continuation of such group benefits must be offered and administered on a fair and equitable basis.

B400.0070-R

CONTINUATION OF COVERAGE

Coverage During Disability

You may be Disabled when Your Active Full-Time Work ends due to a non-job related Injury or Sickness for which benefits are not payable. In that case, Your coverage will remain in force during the:

- Elimination Period, subject to payment of required premiums; and
- The period of time for which benefits are payable by this Certificate.

But, in order for Your coverage to continue, the Disability:

- Must be covered by this Certificate.

B400.0074-R

All Options

Coverage During Temporary Layoff

If Your Active Work ends because You are temporarily laid off, You and Your Employer may agree to continue Your insurance, subject to continued payment of all required premium, until the earlier of:

- The end of the temporary layoff;
- 1 Month(s) following the date the temporary layoff begins; or
- The end of the time period covered under a severance agreement, not to exceed 1 Month(s).

If You become Disabled under this Certificate while Your coverage is being continued during a temporary layoff, Your eligibility for benefits will be governed by all the terms of this Certificate.

Coverage During Temporary Leave of Absence

If Your Active Work ends because You go on a leave of absence that has been approved by Your Employer, You and Your Employer may agree to continue Your insurance, subject to continued payment of all required premium, until the earlier of:

- The end of the Employer approved leave of absence; or
- 4 Month(s) following the date the approved leave of absence begins.

If You become Disabled under this Certificate while Your coverage is being continued during a leave of absence, Your eligibility for benefits will be governed by all the terms of this Certificate.

B400.0079

SHORT TERM DISABILITY INCOME COVERAGE

This coverage replaces part of Your income if You become Disabled due to a covered Sickness or Injury. What We pay is governed by all the terms of this Policy. This Certificate includes the Short Term Disability Schedule of Benefits. Your class and benefit options are shown in the Schedule of Benefits that applies to You.

Terms with special meanings are defined, and are capitalized. See the Definitions section of this Certificate. Other terms with special meanings are defined where they are used.

Benefit Provisions

How Payments Start: To start getting payments from this Certificate, You must meet all of the conditions listed below and elsewhere in this Certificate.

- You must:
 - Become Disabled while covered by this Certificate; and
 - Remain Disabled and covered for this Certificate's Elimination Period.
- You must provide Proof of Loss, as described in Claim Provisions.

Benefits accrue as of the first day after the end of the Elimination Period, subject to all Certificate terms.

You can satisfy the Elimination Period while working, provided You are Disabled.

When Payments End: Your benefits from this Certificate will end on the earliest of the dates shown below:

- The date You are no longer Disabled.
- The date You fail to provide Proof of Loss as required by this Certificate.
- The date You earn, or are able to earn, the maximum earnings allowed while Disabled under this Certificate.
- The date You are able to perform the major duties of Your Own Job on a Full-Time basis with Reasonable Accommodation.
- The date You die.
- The end of the Maximum Payment Period.
- The date no further benefits are payable under any provision in this Certificate that limits the Maximum Payment Period.
- The date You are no longer receiving Regular and Appropriate Care from a Doctor.
- The date payments end in accordance with a Rehabilitation Agreement.

- The date You refuse to take part in a Rehabilitation Program.

B400.0138-R

Maximum Payment Period: The Maximum Payment Period is shown in the Schedule Of Benefits.

Benefits payable during the Maximum Payment Period will not be affected by the termination of the Certificate, subject to all the terms and conditions of the Certificate that were in effect on the first date of Your Disability. Any change to the Certificate with an Effective Date after the first date of Your Disability will not apply to benefits payable during the Maximum Payment Period.

B400.0145

Recurring Disability: Benefits from this Certificate end if You cease to be Disabled. But, a later Disability may be treated as a Recurring Disability, if all of the conditions listed below are met:

- You must return to Active Work right after Your benefits end.
- The Disability must recur less than two weeks after You were last entitled to benefits.
- The later Disability must be due to the same or related cause of Your earlier Disability.
- This Certificate must not end during Your return to Active Work.
- You must not become covered under any other similar group income replacement plan during the time You return to Active Work.
- When You return to Active Work after being disabled, You must be covered by this Certificate and all required premium must be paid.
- A subsequent Disability will not be considered a Recurring Disability if Your benefits for the prior Disability ended because Your prior Disability had been paid for the Maximum Payment Period.

If the later Disability is a Recurring Disability, You will not need to satisfy a new Elimination Period. The Recurring Disability will be subject to all the terms of this Certificate in effect on the date the earlier Disability began.

If all of the conditions listed above are not met, the later Disability will be treated as a new period of Disability. You will be required to satisfy a new Elimination Period. The new period of Disability will be subject to all the terms of this Certificate in effect on the date the new period of Disability starts.

B400.0146

Calculation of Weekly Benefit: Your benefit is governed by the terms of this Certificate in effect on the date Disability starts. Any changes to this Certificate that take place as follows are inapplicable to, and will not affect, Your benefit:

- While You are Disabled; or
- During a period of Active Work that occurs between an initial period of Disability and a Recurring Disability.

We calculate Your Gross Weekly Benefit according to the Schedule of Benefits.

From Your Gross Weekly Benefit, subtract the amount of any income listed in Other Income Benefits that You receive or are entitled to receive. The result is Your Weekly Benefit.

B400.0148

Redetermination: This Certificate redetermines Your Insured Earnings on each January 1st, the Employer must report current Insured Earnings for all Employees under this Certificate. Changes to Your Insured Earnings are subject to any Proof of Insurability requirements that may apply to this Certificate. As of this Certificate's redetermination date, We use Your Insured Earnings on record with Us to:

- Set rates;
- Project benefit amounts and limits; and
- Calculate premium payable under this Certificate.

You must be Actively at Work on a Full-Time basis on that date. If You are not, We do not do this until the date You return to Active Work on a Full-Time basis. But, changes in earnings will not apply to a Recurring Disability.

B400.0157

Other Income Benefits: You may receive, or be entitled to receive, income shown in the list below. We will reduce Your Gross Weekly Benefit by such other income benefits to determine Your Weekly Benefit from this Certificate.

- Commissions or monies received, payable but not deferred, or paid after Disability benefits start.

This includes:

- Vested and nonvested renewal commissions;
- Bonuses;
- Royalties; and
- Other distributions.
- Disability benefits from any mandated benefit act or law. This includes all temporary disability or state disability benefits required by law.
- Disability benefits from all group policies or plans of the Employer. This includes payments made by a group life insurance plan due to Your Disability. This does not include payments made from a group life insurance plan's:
 - Accelerated death benefit; or
 - Like provision that allows payment of such plan's proceeds due to terminal illness.

- Disability benefits from any other group policy or plan; but, if the other group plan was in force prior to this Certificate, and the other group plan also deducts for Disability benefits from any other group plan, We will not deduct these other group Disability benefits.
- Income received from partnership distributions but only to the extent that such income plus the amount of Your Gross Weekly Benefit is more than 100% of Your Insured Earnings.
- Benefits from: The United States Social Security Act; The Railroad Retirement Act; or any other like U.S. or Canadian plan or act.

This includes:

- (a) All Disability benefits for which: (i) You are entitled; and (ii) Your Spouse and children are entitled due to Your Disability;
- (b) All unreduced retirement benefits for which: (i) You are entitled and awarded; and (ii) Your Spouse and children are entitled and awarded due to Your entitlement; and
- (c) All reduced retirement benefits paid to: (i) You; and (ii) Your Spouse and children due to Your receipt of such benefits.

We do not reduce Your Gross Weekly Benefit by the retirement benefits described in (b) and (c) above, to the extent that You and Your dependents were entitled and awarded to receive such income prior to the start of Disability. We will reduce the Gross Weekly Benefit by marginal increases in such income You and Your dependents were entitled and awarded after Disability begins.

We will reduce Your Gross Weekly Benefit by Your dependent's benefits described in (a), (b) and (c) above if: (i) the dependent's benefits are provided to You by the Social Security Administration; (ii) at the time that the Social Security Administration makes its first payment of the dependent benefits described in (a), (b), and (c) above, the dependent child remains a minor dependent or an adult Disabled dependent; and (iii) the dependent benefits You are entitled to are greater than any dependent benefit being received by another person. Under these circumstances, We will reduce Your Gross Weekly Benefit by the difference between the amount the dependent was awarded under the prior recipient and the amount awarded the dependent under Your benefits.

We do not reduce Your Gross Weekly Benefit by the benefits to which You are entitled, as described in (a), (b), and (c) above unless such benefits are greater than any widow/widower benefit You are receiving. And then We reduce Your Gross Weekly Benefit by the difference.

- Income of the type that is included in Your Insured Earnings for purposes of determining Your Gross Weekly Benefit under this Certificate.
- That portion of Retirement Plan retirement benefits which the Employer funds.
- That portion of Retirement Plan Disability benefits which the Employer funds.

- Retirement benefits or Retirement Plan disability benefits, due to Your Disability, from any Government Plan other than those shown above.
- Disability benefits from any:
 - No-Fault Motor Vehicle Coverage;
 - Motor vehicle financial responsibility act; or
 - Like law.
- Payment or settlement, with or without admission of liability, from: A Workers' Compensation law; an occupational disease law; or any other act or law of like intent.

This includes:

- The Jones' Act;
- The Longshoreman's and Harbor Workers' Compensation Act; or
- Any Maritime doctrine of Maintenance, Wages or Cure.

If You receive a payment net of attorney fees approved by the Workers' Compensation Board or similar authority, We reduce Our benefit by the net payment.

- Disability benefits from any third party when Your Disability is the result of the negligence or intentional tort liability of that third party.
- Unemployment compensation benefits.
- Payment from Your Employer as part of a termination or severance agreement.

We reduce Your Gross Weekly Benefit with income shown above that You are entitled to receive without regard to the reason You are entitled to receive it.

Our right to reduce Your benefit by such income shall not be negated by a transfer of claim liability to a third party. Payment by such third party by law, settlement, judgment, waiver or otherwise shall not negate Our right.

B400.0167

Other Income Not Subject to Deduction: We will not reduce Your Gross Weekly Benefit by any income You receive or are entitled to receive from the list below.

- Deferred compensation arrangements such as 401(k), 403(b) or 457 plans;
- Profit sharing plans;
- Thrift plans;
- Tax sheltered annuities;
- Stock ownership plans;
- Individual Retirement Accounts (IRA);
- Individual disability income policies;

- Credit disability insurance;
- Non qualified plans of deferred compensation;
- Pension plans for partners;
- Retirement plans of another Employer not affiliated with this Certificate;
- Military pension and disability plans;
- Income from a sick leave, salary continuance, or paid time off plan;
- Critical Illness insurance, unless the benefit is paid out as a wage replacement benefit;
- Accident insurance, unless the benefit is paid out as a wage replacement benefit;
- Specified Disease insurance, unless the benefit is paid out as a wage replacement benefit;
- Cancer insurance, unless the benefit is paid out as a wage replacement benefit.

B400.0172

Lump Sum Payments Of Other Income: Income with which We integrate may be paid in a lump sum. In this case, We take the equivalent weekly rate stated in the award into account when We determine Your Weekly Benefit. If no weekly rate is given, We divide the lump sum payment by the number of calendar days in the period for which it was awarded. This will determine the daily rate. Then, multiply the daily rate by 7. The result is the prorated weekly rate.

Cost of Living Freeze: You may receive a cost of living increase in other income with which We integrate. In this case, We do not further reduce Your Weekly Benefit by the amount of such increase.

Application For Other Income: You must apply for other income benefits to which You may be entitled. If these benefits are denied, You must appeal until:

- All reasonable appeals have been made; or
- We notify You that no further appeals are required.

If We determine that You are entitled to receive such other income benefits, We will estimate the amount due to You and Your Spouse and children. We will take this estimated amount into account when We determine Your Weekly Benefit. But, We will not estimate the amount due to You if You and We agree in writing in an agreement provided to You by Us that You will:

- Apply for any benefits for which You may be eligible;
- Appeal any denial of such benefits until all reasonable appeals have been made; and
- Repay any amount We overpaid due to an award of such benefits.

If We do reduce Your Gross Weekly Benefit by an estimated amount, We will adjust Your Weekly Benefit when We receive written proof:

- Of the amount awarded; or
- That the other income benefits have been denied, and no further appeals are possible.

If We underpay You, We will pay the full amount of the underpayment in a lump sum.

We will assist You in applying for other income benefits.

B400.0173

Adjustment Of Weekly Benefit For Disability Earnings: We adjust the Weekly Benefit for Disability Earnings as follows:

We pay the greater of the amount calculated under Method 1 or Method 2.

Method 1:

- If your Disability Earnings are less than 20% of Your Insured Earnings, We do not reduce your Weekly Benefit.
- If your Disability Earnings are 20% or more of Your Insured Earnings, We reduce Your Weekly Benefit by 50% of Your Disability Earnings.

Method 2:

- (1) Subtract Your Disability Earnings from Your Insured Earnings.
- (2) Divide the result in (1) above by Your Insured Earnings.
- (3) Multiply the result in (2) above by Your Weekly Benefit. This is the amount We pay.

If Your Disability Earnings fluctuate widely from week to week, We may adjust Your Weekly Benefit using an average Disability Earnings amount. The average Disability Earnings amount will be computed using Your most current week's Disability Earnings and the prior two weeks Disability Earnings.

B400.0199

Maximum Allowable Disability Earnings: This Certificate limits the amount of income You may earn, or may be able to earn, and still be considered Disabled.

If Your Disability Earnings are more than 80% of Your Insured Earnings, payments from this Certificate will end. Payments from this Certificate will also end if You are able to earn more than 80% of Your Insured Earnings.

B400.0200

Minimum Payment: The minimum weekly payment for Disability under this Certificate is \$25.

B400.0201-R

Exclusions

This Certificate does not pay benefits for Disability caused by, or related to:

- 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;
- Your taking part in a riot or civil disorder;
- Your commission of, or attempt to commit, a felony. A felony means either:
 - A crime as defined as such under the laws in the jurisdiction in which the crime was committed or attempted; or
 - In states where the law does not define crimes in terms of felonies and misdemeanors, felony means any crime punishable for a minimum of a one year term of incarceration in a jail or prison, as determined by the law of the jurisdiction where the crime was committed or attempted; or
 - A crime as defined as such under federal law;
- The intentional or voluntary inhalation or ingestion of gas, chemical, solvent, poison or other substances not intended for internal consumption, irrespective of any pre-existing or co-morbid condition;
- Intentional self-inflicted injuries while sane or insane;
- An Injury that occurs while, or a Sickness that develops from, performing an occupational duty except for those Employees who are not eligible to participate in Workers' Compensation, occupational disease law, or any other law of like intent; or for an Injury that occurs while, or a Sickness that develops from, performing an occupational duty while working for another employer.

This Certificate does not pay any benefits for any period of Disability:

- During which You are confined to a facility as a result of Your conviction of a crime;
- During which You are receiving medical treatment or care outside the United States or Canada unless expressly authorized by Us;
- Which starts before You are covered by this Certificate;
- After the date You have been outside the United States and/or Canada or a country or region approved by Us for more than 2 Months in a 12 Month period. If You return to the United States and/or Canada or a country or region approved by Us within 6 Months of the end of payments, payments may be resumed, provided You have remained continuously Disabled, subject to all the terms and conditions of this Certificate; or
- During which Your loss of earnings is not solely due to Your Disability.

This Certificate does not pay benefits due solely to a risk of relapse or exacerbation of a prior Injury or illness in the absence of current impairment and Disability.

B400.0209

Rehabilitation And Case Management: We will review Your Disability to see if certain services are likely to help You return to Gainful Work. If needed, We may ask for more medical or vocational information.

When Our review is complete, We may offer You a Rehabilitation Program. We have the right to suspend or end Your Weekly Benefit if You do not accept it.

The Rehabilitation Program will start when a written Rehabilitation Agreement is signed by:

- You;
- Us; and
- Your Employer, if needed.

The program may include, but is not limited to:

- Vocational assessment of Your work potential;
- Coordination and transition planning with an Employer for Your return to work;
- Consulting with Your Doctor on Your return to work and need for accommodations;
- Training in job seeking skills and resume preparation; and
- Retraining.

We have the right to determine which services are appropriate.

If You accept the Rehabilitation Agreement, We will pay an enhanced benefit. The enhanced benefit will be 110% of the Weekly Benefit that would otherwise be paid. This enhanced benefit will be payable as of the first Weekly Benefit after the Rehabilitation Program starts.

We stop paying the enhanced benefit on the earliest of:

- The date Your benefits from this Certificate end;
- The date You violate the terms of the Rehabilitation Agreement;
- The date You end the Rehabilitation Program; or
- The date the Rehabilitation Agreement ends.

If You end a Rehabilitation Program without Our consent, You must repay any enhanced benefits paid.

Dependent Care Expenses: While You are participating in a Rehabilitation Program, We will pay a dependent care expense benefit, when all of the following conditions are met:

- You incur expense to provide care for a qualified dependent; and
- The care is provided by a licensed provider other than a family member by blood or marriage.

The dependent care expense benefit will be the lesser of:

- \$100 per week per qualified dependent; not to exceed \$300 per week for all qualified dependents combined; and
- The actual weekly day care expense incurred by You.

We will stop paying the dependent care expense benefit on the earlier of the date You are no longer:

- Incurring dependent care expenses for a qualified dependent;
- Participating in a Rehabilitation Program; or
- Entitled to receive a Weekly Benefit from this Certificate.

As used here, "qualified dependent" means a person who is:

- Under the age of 14; and
- Your biological child, adopted child, stepchild or any other child who is living with You in a regular parent-child relationship. This also includes Your grandchildren who are dependent on You, for the purpose of federal income tax, at the time dependent care expenses are incurred.

The term also means a family member, age 14 or over who is physically or mentally incapable of caring for him or herself and is dependent upon You for main support and maintenance.

B401.2295-R

Worksite Modification: In order to accommodate Your Disability, an Employer may incur a cost to modify his or her worksite. We may reimburse the Employer, up to \$2,500 for the cost of the worksite modification. We make this payment if We agree that the modification will enable You to:

- Return to work; or
- Remain at work.

B400.0212-R

Authority: We have the authority to:

- Interpret the terms of this Certificate; and
- Determine Your eligibility for coverage and benefits under this Certificate.

Notice: You must send Us written notice of Your intent to file a claim under this Certificate within 20 days of the date the Injury occurs or the Sickness starts. This notice should include Your name and the Policy number. For details, You can call Us at 1-800-268-2525. Failure to provide proof within the specified time frame does not reduce or invalidate a claim if it was not reasonably possible to give such proof and the proof was provided as soon as reasonably possible.

Proof Of Loss: When We receive Your Notice, We will provide You with a claim form within 15 days for filing Proof of Loss. This form requires data from the Employer, You, and the Doctor(s) treating Your Sickness or Injury. Proof of Loss must be given to Us within 90 days of the loss. If You do not receive a claim form within 15 days of the date You sent Your Notice, You should send Us written Proof of Loss without waiting for the form. We will not void or reduce Your claim if You cannot send Us Proof of Loss within the required time. In that case, You must send Us Proof of Loss as soon as reasonably possible. However, under no circumstances will We pay benefits if written Proof of Loss is delayed for more than one year from the date that Proof of Loss is otherwise required, unless your inability to provide Proof of Loss is because you are not legally competent or You lack legal capacity.

You are required to cooperate with Guardian in its evaluation of any claim for benefits. You must provide Proof of Loss at Your expense, consisting of the following listed below.

- The date Disability began.
- Your last day of Active Work.
- The cause of Disability.
- The extent of Disability, including limitations and restrictions preventing You from performing the major duties of Your Own Job.
- If Your occupation requires that You carry liability or malpractice insurance, information including, but not limited to: the policy, any applications for such coverage, and any changes to the terms and conditions of such policies prior to or after the first date of Disability.
- Objective Medical Evidence in support of Your limitations and restrictions, beginning with the date Disability began.
- Objective Proof of Your Restrictions and Limitations, beginning with the date Disability began.
- The prognosis of Disability.
- The name and address of all Doctors, hospitals and health care facilities where You have been treated for Your Disability since the date Disability began.
- Proof that You are currently receiving Regular and Appropriate Care from a Doctor.
- Proof that You have been receiving Regular and Appropriate Care from a Doctor, from the date Disability began.
- Proof of Insured Earnings.
- Proof of Disability Earnings.
- Payroll or absence data from the Employer for the three months prior to the date Disability began, or other period We specify.
- Proof of application for all other sources of income to which You may be entitled, that may affect Your payment from this Certificate.
- Proof of receipt of other income that may affect Your payment from this Certificate.
- Proof of identity and residency, including, but not limited to, a current government issued photo identification.
- Documentation of travel outside the United States.
- Any other information We may reasonably require to determine if You are Disabled and eligible for benefits and coverage under this Certificate.

Proof of Insured Earnings and Disability Earnings may consist of:

- Copies of Your W-2 forms;
- Payroll records from Your Employer(s);
- Copies of Your U.S. individual income tax returns;
- Copies of the U.S. income tax returns from any business in which You hold an ownership or shareholder interest;
- A statement from a certified public accountant;
- Copies of any income records accepted or required by the IRS; or
- Any other records We deem necessary.

Proof of loss and other claim data should be submitted to:

The Guardian Life Insurance Company of America
Group Short Term Disability Claims Department
P.O. Box 14331
Lexington, KY 40512.

Authorization Required: You must provide Us with written, unaltered authorizations in a form provided by Us to obtain medical, financial, vocational, occupational, and governmental information required to determine Our liability under this Certificate. We may agree to obtain such authorization by use of voice or other electronic means. You must provide Us with such authorizations as often as We may require, in order that they remain current. Failure to provide such authorizations may prevent, delay, suspend or terminate Your eligibility for benefits.

Right To Request Medical, Financial Or Vocational Assessment: We may ask You to take part in a medical, financial, vocational or other assessment that We feel is necessary to determine whether the terms of this Certificate are met.

Medical assessment may include, but not be limited to:

- Independent medical examination (IMEs),
- Functional capacity examinations (FCEs) or
- Neuropsychological evaluations.

We may require medical, financial or vocational assessment(s) as often as We feel is reasonably necessary. We will pay for all such assessments. But, if You postpone a scheduled assessment without Our approval, You will be responsible for any rescheduling fees. If You do not take part in or cooperate with the assessment, We have the right to stop or suspend Your payments under this Certificate.

Ongoing Proof Of Loss: To continue to receive payments from this Certificate, You must give Us current Proof of Loss as often as We may reasonably require. Ongoing Proof of Loss must be provided to Us within 30 days of the date We request it.

Payment Of Benefits: We pay benefits to You, if You are legally competent, or Your assignee. If You are not, We pay benefits to your lawful guardian, conservator, legal representative, or any person or fiduciary with the lawful authority to act on Your behalf or handle Your affairs. Benefits are paid in United States currency.

We pay benefits biweekly at the end of the period for which they are payable.

No benefits are payable for this Certificate's Elimination Period.

Benefits to which You are entitled may remain unpaid at Your death. Such benefits will be paid to:

- Your estate; or
- Your Spouse, parents, children, or brothers and sisters.

Partial Week Payment: You may be Disabled for only part of a week. In this case, We compute Your payment as 1/7th of the benefit to which You would be entitled for the full week times the number of days You are Disabled.

Overpayment Recovery: If We overpaid You, You must repay Us in full. We have the right to reduce Your payment or apply any benefits payable, including the minimum payment, toward recovery of the overpayment.

Legal Actions: No legal action against Guardian related to claim for benefits under this Certificate may be brought until 60 days from the date Proof of Loss has been given as shown above. No legal action may be brought against Guardian related to claims for benefits under this Certificate after three years from the date in which written proof of loss is required to be filed.

Workers' Compensation: The Short Term Disability benefits provided by this Certificate are not in place of and do not affect requirements for coverage by Workers' Compensation.

B401.2275

SUBROGATION AND RIGHT OF RECOVERY

Purpose: When You have the right to recover amounts paid by this Certificate, We also have certain rights. These are explained below.

Subrogation: When this Certificate pays a benefit, We will immediately be subrogated to Your rights of recovery from any third party to the full extent of benefits paid.

Recovery: If You receive a payment from any third party or insurance coverage due to an Injury, Sickness or condition, We have the right to recover from, and be repaid by, You for all amounts this Certificate has paid due to that Injury, Sickness or condition, up to and including the full amount You receive from any third party or insurance coverage, less any attorney's fees if applicable, subject to the following limits: The amount We may recover is equal to the lesser of:

- one-half of Your gross recovery from any third party; or
- the total cost of benefits paid to You, provided to You, or assumed by Us, under this Certificate as a direct result of the tortious conduct of any third party.

In no event will We seek a recovery against any first party insurance payments You receive, or are eligible to receive, nor will We seek reimbursement of any attorneys fees We incur in collecting any recovery under this Subrogation and Right of Recovery provision.

Constructive Trust: You must serve as a constructive trustee over the funds that constitute payment from any third party or insurance coverage due to Your Injury, Sickness or condition. If You fail to hold such funds in trust, it will be deemed a breach of Your fiduciary duty to Us.

Lien Rights: We will have a lien to the extent of benefits We paid due to Your Injury, Sickness or condition for which the third party is liable. The lien will be imposed on any recovery, whether by settlement, judgment, or otherwise, including from any insurance coverage, that You receive due to Your Injury, Sickness or condition. The lien may be enforced against any party who holds funds or proceeds which represent the amount of benefits paid by Us. This includes, but is not limited to:

- You;
- Your representative or agent;
- The third party;
- The third party's insurer, representative or agent; and
- Any other source who holds such funds.

First Priority Claim: This Certificate's recovery rights are a first priority claim against all third parties and are to be paid to Us before any other claim for Your damages. This Certificate will be entitled to full repayment on a first dollar basis from any third party's payments, even if such payment to the plan will result in a recovery to You which is not sufficient:

- To make You whole; or
- To compensate You in part or in whole for the damages sustained.

This Certificate is not required to participate in or pay court costs or attorney fees to the attorney hired by You to pursue Your damage claim.

Applicable To All Settlements And Judgments: We are entitled to full recovery regardless of whether:

- Any liability for payment is admitted by a third party; or
- The settlement or judgment received by You identifies the benefits the plan paid.

This Certificate is entitled to recover from any and all settlements or judgments, even those designated as pain and suffering or non-economic damages only.

Cooperation: You must fully cooperate with Our efforts to recover the benefits paid under this Certificate. You must notify Us within 30 days of the date when any notice is given to any party, including an insurance company or attorney, of Your intention to pursue or investigate a claim to recover damages or obtain compensation due to Injury, Sickness or condition sustained by You. You and Your agents, must provide all information requested by Us or Our representative. This includes, but is not limited to, completing and submitting any applications or other forms or statements as We may reasonably request. Failure to do this may result in the termination of benefits or the instigation of legal action against You.

You must do nothing:

- To prejudice Our rights as described in this section; or
- To prejudice Our ability to enforce the terms of this section.

This includes, but is not limited to, refraining from making any settlement or recovery that attempts to reduce or exclude the full amount of all benefits paid by this Certificate.

We have the right to conduct an investigation regarding the Injury, Sickness or condition to identify any third party. We reserve the right to notify the third party and his or her agents of Our lien. Agents include, but are not limited to:

- Insurance companies; and
- Attorneys.

Jurisdiction: Any legal action or proceeding with respect to this section may be brought in any court of competent jurisdiction.

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

- **Legal Guardian:** This term means a person who has the care or the legal or fiduciary responsibility to manage the affairs or property of another.
- **Insurance Coverage:** This term means any insurance which provides coverage for:

- Medical expense payments; or
- Liability.

This includes, but is not limited to:

- Uninsured motorist coverage;
- Underinsured motorist coverage;
- Personal umbrella coverage;
- Medical payments coverage;
- Workers compensation coverage;
- No-fault automobile insurance coverage; or
- Any first party insurance.

- **Third Party:** This term means any party actually, possibly, or potentially responsible for making any payment to You due to Your Injury, Sickness or condition. This term also means such party's:

- Liability insurer; or
- Any insurance coverage.

But, this term does not mean:

- Us; or
- You.

- **You:** This term means the covered Employee. It also includes Your parent or Legal Guardian if You are a minor or incompetent.

Subrogation and Right of Recovery is subject to the Civil Practice and Remedies Code, Chapter 140.

B401.2277

DEFINITIONS

Active Work, Actively At Work or Actively Working: These terms mean You are able to perform, and are performing, all of the regular duties of Your work for the Employer, on a Full-Time basis at:

- One of the Employer's usual places of business;
- Some place where the Employer's business requires You to travel; or
- Any other place You and the Employer have agreed on for Your work.

B400.0225

Certificate: This term means this Certificate of Coverage, including the Schedule of Benefits and any riders and enrollment forms that may be attached to this Certificate.

B400.0336

Disability or Disabled: These terms mean that a current Sickness or Injury causes impairment to such a degree that You are:

- Not able to perform, on a Full-Time basis, the major duties of Your Own Job; and
- Not able to earn more than this Plan's maximum allowed Disability Earnings.

If, prior to your Disability, You are required to work more than 40 hours per week, on average, You will not be considered Disabled if You can work for 40 hours per week.

Neither loss of a professional or occupational license due to misconduct or unlawful activity, nor receipt of, or entitlement to, Social Security Disability benefits in and of themselves constitute Disability under this Certificate.

B400.0227

Disability Earnings: This term means the weekly income You earn from Working While Disabled. It includes salaries, wages, commissions, bonuses and any other compensation earned or accrued while working including pension, profit sharing contributions, sick pay, paid time off, holiday and vacation pay. When You have an ownership interest in the business, Disability Earnings also includes business profits, attributable to You, whether received or not. It includes any income You earn while Disabled and return to the Employer, partnership, or any other similar business arrangement to cover any business or overhead expenses. If You have the ability to work on a Part-Time or Full-Time basis, Disability earnings also includes Maximum Capacity Earnings beginning with the earlier of the date You have been:

- Terminated from employment with the Employer;
- Disabled for four weeks in a row; or
- Offered a job or workplace modification by the Employer and You do not return to work.

You may have held a job with an employer other than Your Employer, immediately prior to the start of Your Disability. While benefits are payable while Working While Disabled, Disability Earnings will not include earnings from a job with an employer other than Your Employer, if such job was held immediately prior to the start of Your Disability. If Working While Disabled and the income from the job with the other employer exceeds Your average amount of earnings for that other employer for the six months immediately prior to the start of Your Disability, We will include such excess as Disability Earnings.

B400.0234

Doctor: Any medical practitioner We are required by law to recognize. He or she must:

- Be properly licensed or certified by the laws of the state where he or she practices; and
- Provide services that are within the lawful scope of his or her practice.

B400.0235

Effective Date: The date the Policy goes into force and effect as stated on the cover page of the Certificate of Coverage, or any change to the Policy as requested by the Policyholder and approved by Us and in force and effect as stated on cover page of the Certificate of Coverage.

B400.0236

Eligibility Date: This term means the earliest date You are eligible for coverage under this Certificate, and you have satisfied all requirements for coverage to begin, as required by this Certificate.

- For an Employee in Active Work who has completed any waiting period required by the Employer as of the Effective Date of this Certificate, the Eligibility Date will be the Effective Date of this Certificate.
- For an Employee in Active Work as of the Effective Date of this Certificate who has not completed any waiting period required by the Employer, the Eligibility Date will be the first date following the completion of the required waiting period.
- For an Employee hired on or after the Effective Date of this Certificate, the Eligibility Date will be the later of the Employee's date of hire, or the first date following the completion of any waiting period required by the Employer.
- If this Certificate requires Employees to elect coverage under this Certificate, the Eligibility Date will be the later of:
 - The Employee's date of hire;
 - The first date following the completion of any waiting period required by the Employer; or
 - The date We approve in writing Your application for any coverage for which You are required to supply Proof of Insurability.

B400.0238

Elimination Period: This term means the period of time, as shown in the Schedule of Benefits, You must be Disabled, due to a covered Disability, before this Certificate's benefits are payable.

Any days during which You return to work earning more than 80% of Your Insured Earnings will not count toward the Elimination Period, but You will continue to accumulate days of Disability for days for which You return to work earning less than 80% during the Elimination Period as long You meet the definition of Disability each Week during the Elimination Period. If You are or become eligible under any other similar group income replacement plan while You are working during the Elimination Period, You will not be entitled to benefits from this Certificate.

We do not require You to complete an Elimination Period if:

- You were covered under a similar income replacement plan the Employer had with another carrier on the day before this Certificate starts; and
- Your Disability would have been a Recurring Disability under the prior plan had it remained in effect.

B400.0239

Employee: This term means a person who works for the Employer at the Employer's place of business and whose income is reported to the United States Internal Revenue Service, and/or a state for tax purposes. Partners and proprietors will also be treated as Employees if the Conditions of Eligibility requirements are met.

B400.0241

Employer: This term means ENSIGN ENERGY SERVICES, LLC

B400.0243

Full-Time: This term means:

You are not a Part-time Employee as defined by Your Employer and the average number of hours You worked for the six Months prior to the last full day worked was at least 25 hours per week at:

- Your Employer's place of business;
- Some place where the Employer's business requires You to travel; or
- Any other place You and Your Employer have agreed upon for the performance of Your job.

B400.0244-R

Gainful Occupation or Gainful Work: These terms mean work for which You are, or may become, qualified by:

- Training;
- Education; or
- Experience.

When You are able to perform such work, You can be expected to earn at least 80% of Your Insured Earnings, within 12 months of returning to work.

B400.0245

Government Plan: This term means any of the following:

- The United States Social Security Act;
- The Railroad Retirement Act;
- The Canadian Pension Plan; or
- 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 in place of the above named plan or acts.

It does not include:

- Any Workers' Compensation Act or similar law;
- The Jones' Act;
- The Longshoreman's and Harbor Workers' Compensation Act; or
- The Maritime Doctrine of Maintenance, Wages, or Cure.

B400.0246

Gross Weekly Benefit: This term means this Certificate's Weekly Benefit before it is integrated with other income and earnings.

B400.0247

Injury: This term means a bodily Injury due to an accident that occurs while You are covered by this Certificate. Subject to all other requirements, We will cover a Disability caused by an Injury when the Disability starts within 90 days of the date of such Injury.

B400.0248

Insured Earnings: Only Your earnings from the Employer will be included as Insured Earnings.

We calculate benefit amounts and limits based on the amount of Your Insured Earnings as of the Redetermination date immediately prior to the start of Your Disability. See the Redetermination section of this Certificate.

B400.0250

- **For Partners And S Corporation Shareholders:** Insured Earnings means the sum of the amounts listed below, divided by 52.
 - Your compensation as an Employee or S Corporation shareholder, or guaranteed payments as a Partner, as reported on Your Federal Income Tax Return(s), Form 1040, for the prior calendar year, less the gross total of unadjusted Employee business expenses as included on the corresponding Schedule A-Itemized Deductions.

- Your non-passive income (loss) from trade of business as reported on Schedule E - Part II of Your Federal Income Tax Return(s), Form 1040, for the prior calendar year, less any expenses incurred and reported elsewhere on Your Return; and
- Your contributions during the prior calendar year, deposited into a:
 - Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
 - Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

You may not have been a partner or S Corporation shareholder for the full prior calendar year. In that case, Your earnings are based on the weekly average of the sum of the listed amounts averaged for the full number of weeks that You were a partner or S Corporation shareholder during that calendar year.

- **For Sole Proprietors:** Insured Earnings means the sum of the amounts listed below.
 - Your average weekly net profit as determined from Schedule C - Part II of Your Federal Income Tax Return(s), Form 1040 for the prior calendar year.
 - Your average weekly contribution during the prior calendar year deposited into a:
 - Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
 - Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

Weekly net profit is calculated as gross income less total expenses.

You may not have been a sole proprietor for the prior calendar year. In that case, We calculate average weekly net profit and average weekly contributions using the full number of weeks that You were a sole proprietor during such time.

- **For Any Other Employee Who Receives Base Salary Only:** Insured Earnings means Your base weekly salary from the Employer. Your base weekly salary will include shift differential.

The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

Earnings based on excluded income and Employer contributions deposited into such 401(k), 403(b), 457 or similar plan are not included.

The term also does not include:

- Bonuses;
- Commissions;
- Overtime pay;
- Expense accounts;
- Stock options; and
- Any other extra compensation.

If You are paid hourly, We calculate weekly earnings based on actual hours worked or billed in the eight weeks before the start of Your Disability. We do not include pay for hours worked or billed over 40 per week.

- **For Employees Who Are Compensated On Less Than A 12 Month Basis:** Insured Earnings means Your average rate of weekly earnings determined from Your annual contract salary. If You do not have an annual contract salary, Insured Earnings means Your prior calendar year salary divided by twelve. Your annual contract or prior calendar year salary will include shift differential.

The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

Earnings based on excluded income and Employer contributions deposited into such 401(k), 403(b), 457 or similar plan are not included.

The term also does not include:

- Overtime pay;
- Expense accounts;
- Stock options; and
- Any other extra compensation.

If You are paid hourly, We calculate weekly earnings based on actual hours worked or billed in the eight weeks before the start of Your Disability. We do not include pay for hours worked or billed over 40 per week.

- **For Employees Whose Income Is Reported On A IRS Form 1099:** Insured Earnings means Your average rate of weekly earnings as figured from the 1099 form(s) received from the Employer for the prior calendar year. Earnings are calculated as Your earned income as reported on the 1099 form(s) minus business expenses as reported on Schedule C - Part II of Your Federal Income Tax Return(s), Form 1040. Your average rate of weekly earnings is calculated as such earnings divided by 52 or the number of weeks You worked for the Employer during such calendar year, if less than 52.

The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

B400.0253

Maximum Capacity Earnings: This term means the income You could earn if working to the fullest extent to which You are able in Your Own Job. We decide the fullest extent of work You are able to do based on objective data provided by any or all of the following sources:

- Your treating Doctor;
- Impartial medical or vocational exams;
- Peer review specialists;
- Functional capacities exams; and
- Other medical and vocational specialists whose area of expertise is appropriate to Your Disability.

B400.0261

Maximum Payment Period: This term means the longest time that benefits are paid by this Certificate, subject to all terms, limitations and exclusions.

B400.0262

Month or Months or Monthly: These terms mean a consecutive 30 day period.

B400.0264

No-Fault Motor Vehicle Coverage: This term means a motor vehicle plan that pays disability or medical benefits no matter who was at fault in an accident.

B400.0265

Objective Medical Evidence: This term includes, but is not limited to:

- Diagnostic testing;
- Laboratory reports; and
- Medical records of a Doctor's exam

documenting clinical signs, presence of symptoms and test results consistent with generally accepted medical standards supported by nationally recognized authorities in the health care field.

B400.0266

Objective Proof of Your Restrictions and Limitations: During the Own Job period this term means objective proof of Your inability to perform the duties of Your Own Job, and including all restrictions and limitations relating to Your inability to work.

B400.0267

Own Job: This term means Your job for the Employer. We use the job description provided by the Employer to determine the duties and requirements of Your Own Job.

B400.0268

Part-Time: This term means:

- With respect to eligibility for benefits, the ability to work and earn between 40% and 80% of Insured Earnings.

B400.0270

Policy: This term means the group Short Term Disability income coverage described in the Policy and this Certificate.

B400.0272

Reasonable Accommodation: This term means any modification or adjustment that the Employer willingly provides to:

- A job;
- An employment practice;
- A work process; or the work place.

The modification or adjustment must make it possible for a Disabled person to:

- Reach the same level of performance as a similarly situated non-disabled person; or
- Enjoy equal benefits and privileges of employment as are available to a similarly situated non-disabled person.

The modification or adjustment must not place an undue hardship on the Employer.

B400.0274

Recurring Disability: This term means a later Disability that:

- Is related to an earlier Disability for which this Certificate paid benefits; and
- Meets the conditions described in the Recurring Disability section of this Certificate.

B400.0275

Regular and Appropriate Care: This term means, with respect to Your disabling condition(s) and any other condition(s) which, if left untreated, would adversely affect Your disabling condition, You:

- Visit a Doctor as frequently as medically required, according to generally accepted medical standards, to effectively manage these conditions; and
- Are receiving the most appropriate treatment, according to generally accepted medical standards, designed to achieve maximum medical improvement in these conditions.

Treatment must be provided by a Doctor or Doctors whose specialty is most appropriate according to generally accepted medical standards for You:

- Disability; and
- Any other conditions which left untreated would adversely affect Your disabling condition.

Generally accepted medical standards are those supported by nationally recognized authorities in the health care field including:

- The American Medical Association (AMA);
- The AMA Board of Medical Specialties;
- The Food and Drug Administration;
- The Centers for Disease Control;
- The National Cancer Institute;
- The National Institutes of Health;
- The Department of Health and Human Services; and
- Any other agency of similar repute.

B400.0276

Rehabilitation Agreement: This term means a formal agreement between:

- You;
- Us; and
- Your Employer, if needed.

It outlines the Rehabilitation Program in which You agree to take part.

B400.0277

Rehabilitation Program: This term means a program of work or job-related training for You that We approve in writing. Its aim is to restore Your wage earning abilities.

B400.0278

Retirement Plan: This term means a defined benefit or defined contribution plan funded wholly or in part by the Employer's deposits for Your benefit. The term does not include:

- Profit sharing plans;

- Thrift plans;
- Non-qualified deferred compensation plans;
- Individual retirement accounts;
- Tax sheltered annuities;
- 401(k), 403(b), 457 or similar plans; or
- Stock ownership plans.

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

B400.0282

Short Term Disability: This term means the Short Term Disability income coverage described in the Policy and this Certificate.

B400.0283

Sickness: This term means an illness or disease. Pregnancy is treated as a Sickness under this Certificate.

B400.0284

Spouse: This term means the person to whom You are legally married, as recognized and allowed by federal law, or state law in Your state of residence or the state in which the marriage was recorded.

B400.0492

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

B400.0286

Week: This term means, during the Elimination Period, a consecutive 7 day period.

B400.0287

Weekly Benefit: This term means this Certificate's Gross Weekly Benefit reduced by other income. If You are Working While Disabled, Your Weekly Benefit will be further reduced based on the amount of Your Disability Earnings.

B400.0288

Working While Disabled: This term means You are working and earning a gross monthly income of 20% or more of Insured Earnings.

B400.0290

You or Your: These terms mean the covered Employee.

B400.0291

SHORT TERM DISABILITY INCOME COVERAGE SCHEDULE OF BENEFITS

The Guardian Life Insurance Company of America
10 Hudson Yards
New York, New York 10001
(212) 598-8000

Effective January 1, 2020 this Schedule of Benefits is attached to the Certificate. This Schedule of Benefits replaces any previously issued Schedule of Benefits.

B400.0630

Elimination Period During Disability For Disability due to Injury 14 days

For Disability due to Sickness 14 days

B400.0632

Maximum Payment Period For Each Disability For Disability due to Injury 26 weeks

For Disability due to Sickness 26 weeks

B400.0635

Gross Weekly Benefit 60% of Your Insured Earnings to a maximum benefit of \$1,500.

The benefit will be rounded to the next higher \$1.00, if not already a multiple of that amount.

Note: We integrate Your Gross Weekly Benefit with certain other income You may receive. Read all of the terms of this Certificate to see:

- The other income with which We integrate; and
- How We integrate.

B400.0639-R

Changes To Coverage

Changes In Coverage Amounts If You are not Actively At Work on a Full-Time basis, any change in Your amount of coverage will not become effective prior to the date You return to Active Work on a Full-Time basis.

Changes In Insurance Classification If Your classification changes, coverage will not be changed to the new amount until the first day on which You are: (1) Actively At Work on a Full-Time basis; and (2) make a contribution, if required, for the new classification.

If a contribution is required for the new classification for which a larger amount of coverage is provided, You must make the required contribution for the new amount within 31 days of the change. If You do not make the required contribution within 31 days of the change or within 31 days of becoming Actively At Work on a Full-Time basis, if You are not Actively At Work on a Full-Time basis, when Your classification changes, no increase will be allowed due to such change or any later change. In that case, in order to become covered for the larger amount, You must:

- Make the required contribution for the new amount; and
- Furnish Proof of Insurability to Us, which We approve in writing.

If the coverage amount was previously reduced because of age or retirement, it will be retained at the reduced amount.

B400.0661

SUPPLEMENTAL RIDERS

B400.1022

CERTIFICATE RIDER

This Rider is effective as of the effective date of the Employee's Certificate. If this Rider is added to an inforce Certificate, the Rider becomes effective on its issue date. This Rider amends the Certificate by the addition of the following:

Quarantine Benefit Rider

We pay a benefit if You:

- Are not Disabled; and
- Are Quarantined due to an Infectious and Contagious disease.

What We pay is subject to the terms shown below and to all the other terms of the Certificate.

When and How Quarantine Benefit Payments Start: To be eligible for a benefit under this Rider, You must meet all of the conditions shown below.

- You must be suspected of carrying or having been exposed to an Infectious and Contagious Disease as determined by a Doctor;
- You must be ordered by a Doctor to serve under Quarantine;
- You must provide Proof of the Quarantine order;
- Prior to being ordered under Quarantine, You must have been:
 - Covered by this Rider; and
 - Performing the major duties of Your Own Job with your Employer; Full-time.
- You must not be Disabled; and
- You must remain under Quarantine during the Elimination Period required under the Certificate and continue to remain under Quarantine at the end of the Certificate's Elimination Period.

What We Pay: We calculate the Quarantine Benefit in the same way as We calculate a Weekly Benefit under the Certificate, paid for the length of the Quarantine Period that remains after the end of the Certificate's Elimination Period.

If Your Quarantine Period is for part of a week, We compute Your payment as 1/7th of the benefit to which You would be entitled for the full week times the number of days You are under Quarantine. Payment will not be made for more than seven days in any week. This benefit is paid weekly, in arrears.

Continued Eligibility for Quarantine Benefit Payments: We require periodic proof that You:

- Continue to be subject to Quarantine; and
- The Quarantine Period is still in effect.

When The Quarantine Benefit Payments End: We stop paying this benefit on the earliest of the dates shown below.

- The date You are Disabled; and
- The date the Quarantine Period ends or the Quarantine is terminated by order of the U.S. Secretary of Health and Human Services or the Centers for Disease Control and Prevention (CDC.)

Definitions

This section defines certain terms appearing in this Rider. Additional terms, not listed here, are defined in the Certificate.

Infectious and Contagious Disease: This term means a disease classified by the CDC as:

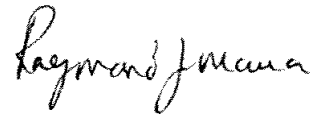
- Infectious and contagious; and
- Potentially life threatening to those who come in contact with the infected person.

Quarantine or Quarantined: These terms mean a period of time during which You are placed in enforced isolation as ordered by either the U.S. Secretary of Health and Human Services or the CDC, as You are suspected of carrying or having been exposed to an Infectious and Contagious Disease.

Quarantine Period: This term means that the enforced isolation is for the maximal incubation period of the disease, and is intended to determine if You have contracted an Infectious and Contagious Disease, and to prevent the spread of the disease.

This Rider is a part of the Certificate. Except as stated in this Rider, nothing contained in this Rider changes or affects any other terms of the Certificate.

The Guardian Life Insurance Company of America



Senior Vice President, Group and Worksite Markets

B401.2286

CERTIFICATE AMENDATORY RIDER

This Rider is effective on the Policy Date. If this Rider is added after the Policy Date, the Rider becomes effective on its issue date.

This Rider amends the Certificate by the replacement of the following Benefit Provisions:

Other Income Benefits: You may receive, or be entitled to receive, income shown in the list below. We will reduce Your Gross Weekly Benefit by such other income benefits to determine Your Weekly Benefit from this Certificate.

- Commissions or monies received, payable but not deferred, or paid after Disability benefits start.

This includes:

- Vested and nonvested renewal commissions;
- Bonuses;
- Royalties; and
- Other distributions.
- Disability benefits from any mandated benefit act or law. This includes all temporary disability or state disability benefits required by law.
- Disability benefits from all group policies or plans of the Employer. This includes payments made by a group life insurance plan due to Your Disability. This does not include payments made from a group life insurance plan's:
 - Accelerated death benefit; or
 - Like provision that allows payment of such plan's proceeds due to terminal illness.
- Disability benefits from any other group policy or plan; but, if the other group plan was in force prior to this Certificate, and the other group plan also deducts for Disability benefits from any other group plan, We will not deduct these other group Disability benefits.
- Income received from partnership distributions but only to the extent that such income plus the amount of Your Gross Weekly Benefit is more than 100% of Your Insured Earnings.
- Benefits from: The United States Social Security Act; The Railroad Retirement Act; or any other like U.S. or Canadian plan or act.

This includes:

- (a) All Disability benefits for which: (i) You are entitled; and (ii) Your Spouse and children are entitled due to Your Disability;
- (b) All unreduced retirement benefits for which: (i) You are entitled and awarded; and (ii) Your Spouse and children are entitled and awarded due to Your entitlement; and

- (c) All reduced retirement benefits paid to: (i) You; and (ii) Your Spouse and children due to Your receipt of such benefits.

We do not reduce Your Gross Weekly Benefit by the retirement benefits described in (b) and (c) above, to the extent that You and Your dependents were entitled and awarded to receive such income prior to the start of Disability. We will reduce the Gross Weekly Benefit by marginal increases in such income You and Your dependents were entitled and awarded after Disability begins.

We will reduce Your Gross Weekly Benefit by Your dependent's benefits described in (a), (b) and (c) above if: (i) the dependent's benefits are provided to You by the Social Security Administration; (ii) at the time that the Social Security Administration makes its first payment of the dependent benefits described in (a), (b), and (c) above, the dependent child remains a minor dependent or an adult Disabled dependent; and (iii) the dependent benefits You are entitled to are greater than any dependent benefit being received by another person. Under these circumstances, We will reduce Your Gross Weekly Benefit by the difference between the amount the dependent was awarded under the prior recipient and the amount awarded the dependent under Your benefits.

We do not reduce Your Gross Weekly Benefit by the benefits to which You are entitled, as described in (a), (b), and (c) above unless such benefits are greater than any widow/widower benefit You are receiving. And then We reduce Your Gross Weekly Benefit by the difference.

- Income of the type that is included in Your Insured Earnings for purposes of determining Your Gross Weekly Benefit under this Certificate.
- That portion of Retirement Plan retirement benefits which the Employer funds.
- That portion of Retirement Plan Disability benefits which the Employer funds.
- Retirement benefits or Retirement Plan disability benefits, due to Your Disability, from any Government Plan other than those shown above.
- Disability benefits from any:
 - No-Fault Motor Vehicle Coverage;
 - Motor vehicle financial responsibility act; or
 - Like law.
- Payment or settlement, with or without admission of liability, from: A Workers' Compensation law; an occupational disease law; or any other act or law of like intent.

This includes:

- The Jones' Act;
- The Longshoreman's and Harbor Workers' Compensation Act; or

- Any Maritime doctrine of Maintenance, Wages or Cure.

If You receive a payment net of attorney fees approved by the Workers' Compensation Board or similar authority, We reduce Our benefit by the net payment.

- Disability benefits from any third party when Your Disability is the result of the negligence or intentional tort liability of that third party.
- Unemployment compensation benefits.
- Payment from Your Employer as part of a termination or severance agreement.
- Payments from a paid leave, or a similar plan that pays for an approved leave, but only to the extent that such income plus the amount of Your Gross Weekly Benefit is more than 100% of Your Insured Earnings.

We reduce Your Gross Weekly Benefit with income shown above that You are entitled to receive without regard to the reason You are entitled to receive it.

Our right to reduce Your benefit by such income shall not be negated by a transfer of claim liability to a third party. Payment by such third party by law, settlement, judgment, waiver or otherwise shall not negate Our right.

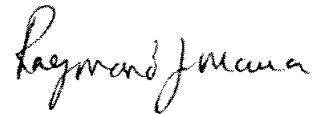
B401.3182

Other Income Not Subject to Deduction: We will not reduce Your Gross Weekly Benefit by any income You receive or are entitled to receive from the list below.

- Deferred compensation arrangements such as 401(k), 403(b) or 457 plans;
- Profit sharing plans;
- Thrift plans;
- Tax sheltered annuities;
- Stock ownership plans;
- Individual Retirement Accounts (IRA);
- Individual disability income policies;
- Credit disability insurance;
- Non-qualified plans of deferred compensation;
- Pension plans for partners;
- Retirement plans of another Employer not affiliated with this Certificate;
- Military pension and disability plans;
- Income from a sick leave, salary continuance, or paid time off plan;
- Critical Illness insurance, unless the benefit is paid out as a wage replacement benefit;

- Accident insurance, unless the benefit is paid out as a wage replacement benefit;
- Specified Disease insurance, unless the benefit is paid out as a wage replacement benefit;
- Cancer insurance, unless the benefit is paid out as a wage replacement benefit.

The Guardian Life Insurance Company of America



Senior Vice President, Group and Worksite Markets

B401.3191

The following notice applies if your plan is governed by the Employee Retirement Income Security Act of 1974 and its amendments. This notice is not part of the Guardian plan of insurance or any employer funded benefits, not insured by Guardian.

STATEMENT OF ERISA RIGHTS

The Guardian Life Insurance Company of America
10 Hudson Yards
New York, New York 10001
(212) 598-8000

Your group Short Term and/or Long Term Disability Income benefits may be covered by the Employee Retirement Income Security Act of 1974 (ERISA). If so, you are entitled to certain rights and protections under 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.

**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 (see Claims Procedures below).

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 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.

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 Guardian Life Insurance Company of America (hereinafter referenced as Guardian).

Guardian is the Claims Fiduciary with discretionary authority to interpret and construe the terms of the Policy, the Certificate, the Schedule of Benefits, and any riders, or other documents or forms that may be attached to the Certificate or the Policy, and any other plan documents. Guardian has discretionary authority to determine eligibility for benefits and coverage under those documents. 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 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 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.

B997.0370-R

**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 provisions in the Policy, Certificate, plan or other documents, on which the determination is based;
- A description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary;
- 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;
- A statement disclosing any internal rule, guideline, protocol or similar criterion relied on in making the adverse benefit determination (or a statement that such information will be provided free of charge upon request); or a statement that no internal rule, guideline, protocol or similar criterion was relied upon in making the adverse benefit determination;
- If applicable, an explanation of the basis of disagreement with or not following the views presented by you, of health care professionals who treated you and vocational professionals who evaluated you;
- If applicable, an explanation of the basis for disagreeing with or not following the views of any medical or vocational expert whose advice was obtained on our behalf in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the determination;

- If applicable, an explanation of the basis for disagreeing with or not following a disability determination made by the Social Security Administration that you present to us;
- A description of the plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on appeal, 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 relevant 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;
- 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.

In the event Guardian denies the appeal of an adverse benefit determination, it will:

- Provide the specific reason or reasons why the appeal was denied;
- Refer to the specific provisions in the Policy, Certificate, plan, or other documents on which the benefit determination is based;
- Provide a statement that the claimant is entitled to receive, upon request and free of charge, reasonably access to, and copies of all documents, records, and other information relevant to the claimant's claim for benefits;
- Provide a statement disclosing any internal rule, guideline, protocol or similar criterion relied on in making the adverse benefit determination (or a statement that such information will be provided free of charge upon request); or a statement that no internal rule, guideline, protocol or similar criterion was relied upon in making the adverse benefit determination;
- If applicable, provide an explanation of the basis of disagreement with or not following the views presented by you, of health care professionals who treated you, and vocational professionals who evaluated you;
- If applicable, provide an explanation of the basis for disagreeing with or not following the views of any medical or vocational expert whose advice was obtained on our behalf in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the determination;
- If applicable, provide an explanation of the basis for disagreeing with or not following a disability determination made by the Social Security Administration that you present to us;
- Provide a statement describing the claimant's right to bring a civil suit under Section 502(a) of the Employee Retirement Income Security Act of 1974 which shall also describe any applicable contractual limitations period that applies the claimant's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim, and;

- In the event the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, provide either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

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.

In addition to any legal rights you may have under section 502(a), if you believe that we have violated ERISA's procedural requirements, you may request that we review any claimed violation(s) and we will respond to you within ten days.

B997.0371

CERTIFICATE OF COVERAGE

The Guardian

10 Hudson Yards
New York, New York 10001
(212) 598-8000

The group Long Term Disability Income Coverage described in this Certificate is attached to the group Policy effective January 1, 2020. This Certificate replaces any Certificate previously issued under this Plan or under any other plan providing similar or identical benefits issued to the planholder by Guardian.

GROUP LONG TERM DISABILITY INCOME COVERAGE

Guardian certifies that the Employee to whom this Certificate is issued is eligible for the coverage, and in the amount described herein. In order to be eligible for coverage, the Employee must: (a) satisfy all of this Certificate's eligibility and Effective Date requirements; (b) be listed in Our and/or the Policyholder's records as a validly covered Employee under this Certificate; (c) all required premium payments must have been made by or on behalf of the Employee; and (d) satisfy any necessary Proof of Insurability requirements.

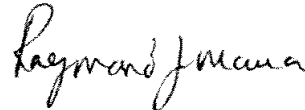
The Employee is not covered by any part of this Certificate for which he or she has waived coverage. Such a waiver of coverage is shown in Our and/or the Policyholder's records.

Policyholder: ENSIGN ENERGY SERVICES, LLC
Group Policy Number: 00565803

The Guardian Life Insurance Company of America



Harris Oliner, Senior Vice President,
Corporate Secretary



Raymond Marra, Senior Vice President,
Group and Worksite Markets

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

B401.2302

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GENERAL PROVISIONS

Applicable Benefits

This Certificate may include multiple benefit options and types of benefits. You will only be covered for benefits if:

- They were previously selected in an acceptable manner and mode, such as an enrollment form or other required form; and
- We have received any required premium.

B400.0343

Limitation of Authority

Only the President, a Vice President or a Secretary of Guardian, has the authority to act for Us in a written and signed statement to:

- Determine whether any contract, Policy or Certificate is to be issued;
- Waive or alter any contract or Policy provisions, or any of Our requirements;
- Bind Us by any statement or promise relating to the contract issued or to be issued; or
- Accept any information or representation which is not in a signed application.

Agents and brokers do not have the authority to change the contract or Policy or waive any of its provisions.

B400.0344

Incontestability

This Certificate 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 You will be used to contest the validity of Your insurance or to deny a claim for a loss incurred, or for a disability which starts, after such insurance has been in force for two years during Your lifetime. In the absence of fraud, a statement may not be used to contest the validity of Your insurance or to deny a claim for a loss incurred unless the statement is contained in a written instrument signed by You.

If this Certificate replaces a plan Your Employer had with another insurer, We may rescind this Certificate based on intentional misrepresentations or omissions, material to the acceptance of the risk, made by the Employer or You in a signed application for up to two years from the Effective Date of the Policy.

In the event Your insurance is rescinded, We will refund premiums paid for the periods such insurance is void. The premium paid by You will be sent to Your last known address on file with Your Employer or Us.

B401.2304

Examination

We have the right to have a Doctor(s) of Our choice examine the person for whom a claim is being made under this Certificate as often as We feel reasonably necessary. We will pay for all such examinations.

B401.2306

ELIGIBILITY FOR LONG TERM DISABILITY INCOME COVERAGE

Conditions Of Eligibility

You are eligible for Long Term Disability if You are:

- In an eligible class of Employees;
- An active Full time Employee;
- Legally working in the United States and/or Canada or working outside of the United States for a United States based Employer in a country or region approved by Us; and
- Working at least the minimum required number of hours of an Employee in Your eligible class at:
 - The Employer's place of business;
 - Some place where the Employer's business requires You to travel; or
 - Any other place You and the Employer have agreed upon for the performance of occupational duties.

B400.0349

You are **not** eligible for Long Term Disability if You are:

- A temporary or seasonal Employee.

B400.0352

Enrollment Requirement: If You must pay all or part of the cost of Your coverage, We will not cover You until You enroll and agree to make the required payments.

B400.0354

Proof of Insurability: Part or all of Your insurance amounts may be subject to Proof of Insurability. The Schedule Of Benefits explains if and when We require proof. You will not be covered for any amount that requires such proof until You give the proof to Us and We approve that proof in writing.

B400.0355

The Waiting Period: If You are in an eligible class, You are eligible for Long Term Disability under this Certificate after You complete the service waiting period, if any, established by the Employer.

B400.0356

Multiple Employment: If You work for both the Employer and a covered associated company, or for more than one covered associated company, We will treat You as if only one firm employs You. You will not have multiple Long Term Disability coverage under this Policy. But, if this Policy uses the amount of Your Insured Earnings to set the rates, determine class, figure coverage amounts, or for any other reason, such Insured Earnings will be figured as the sum of Your Insured Earnings from all covered Employers.

B400.0357

When Coverage Starts

For coverage to start, You must be fully capable of performing the major duties of Your Own Occupation for the Employer and working the minimum required number of hours of an Employee in Your eligible class at 12:01 A.M. Standard Time for Your place of residence on Your scheduled Eligibility Date. And, for coverage to start, You must meet all of the Conditions of Eligibility described above and the conditions shown below which apply to You. If You are not fully capable of performing the major duties of Your Own Occupation on Your scheduled Eligibility Date, We will postpone the start of Your coverage until You are so capable and working the minimum required number of hours of an Employee in Your eligible class for one full day, with the capacity to do so for one full week.

Whether You must pay all or part of the cost of Your coverage, You must elect to enroll and agree to make the required payments before Your coverage starts. If You do this on or before Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You do this within 31 days after Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You elect to enroll and agree to make the required payments more than 31 days after Your Eligibility Date, Your coverage will not start until You send Us Proof of Insurability. Once We have approved such proof, Your coverage is scheduled to start on Your approved Eligibility Date.

B400.0359

Exception to When Coverage Starts

Sometimes a scheduled Eligibility Date is not a regularly scheduled work day. If the scheduled Eligibility Date falls on:

- A holiday;
- A vacation day;
- A non-scheduled work day;
- A day during an approved leave of absence not due to Sickness or Injury, of 90 days or less; or

- A day during a period of absence that is less than 7 days in duration;

and if:

- You are fully capable of performing the major duties of Your Own Occupation for the Employer for the minimum number of hours of an Employee in Your eligible class at 12:01 AM Standard Time for Your place of residence on the scheduled Eligibility Date; and
- You were performing the major duties of Your Own Occupation and working the minimum number of hours of an Employee in Your eligible class on Your last regularly scheduled work day.

Your coverage will start on the scheduled Eligibility 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, layoff or absence and such coverage or part of coverage was not previously in force for You under a prior plan which this Certificate replaced.

Any part of Your coverage which is subject to Proof of Insurability will not start unless You send such proof to Us, and We approve it in writing. Once We have approved it, that part of Your coverage is scheduled to start on Your approved Eligibility Date.

B400.0364

Transfer Business Exception: If, due to Sickness or Injury, You are not Actively at Work and not working the minimum required number of hours of an Employee in Your eligible class, on Your scheduled Eligibility Date, You will be insured for Long Term Disability if:

- You were insured under the prior insurer's group Long Term Disability plan with this Employer at the time the prior insurer's group Long Term Disability policy ended and the group Long Term Disability Policy became effective with Us, with no break in group coverage;
- You were a member of an eligible class under the prior carrier's group Long Term Disability plan and are eligible under this Certificate;
- Premiums for You were paid up to date for the prior carrier's group policy and this Certificate;
- You are not receiving or eligible to receive benefits under the prior insurer's group Long Term Disability policy. If you continue to be incapable of performing the major duties of Your Own Occupation for the Employer and subsequently become Disabled, any disability benefit payable will be the lesser of:
- The Long Term Disability benefit payable under this Certificate; or

- The Long Term Disability benefit payable under the prior insurer's group disability policy had it remained in force.

However, if the Pre-Existing Condition provision under the prior carrier's group Long Term Disability policy would apply, and would have resulted in no benefits being payable to You had the prior carrier's group Long Term Disability policy stayed in force, no Long Term Disability benefit will be payable or benefits may be limited.

B400.0366

When Coverage Ends

Your coverage will end on the first of the following dates:

- The last day of the Month in which Your Active Full-Time Work ends for any reason, except as shown below under Continuation Of Coverage.
- The last day of the Month in which You stop being an eligible Employee under this Certificate.
- The date You are no longer working in the United States and/or Canada, or no longer working outside of the United States for a United States based Employer in a country or region approved by Us. Any incidental business or personal travel outside of the United States and/or Canada, or outside of a country or region approved by Us, is covered. Such travel will be considered incidental if it is for a period not to exceed 30 consecutive days.
- The date the group Certificate ends, or is discontinued for a class of Employees to which You belong.
- The last day of the period for which required payments are made for You.
- The date You die.

You may have the right to continue certain group benefits for a limited time after Your coverage would otherwise end. Read this Certificate carefully for details and discuss with your Employer or administrator. Any provisions that allow continuation of such group benefits must be offered and administered on a fair and equitable basis.

B400.0371-R

CONTINUATION OF COVERAGE

Coverage During Disability

You may be Disabled when Your Active Full-Time Work ends In that case, Your coverage will remain in force during the:

- Elimination Period, subject to payment of required premiums; and
- The period of time for which benefits are payable by this Certificate.

But, in order for Your coverage to continue, the Disability:

- Must be covered by this Certificate;
- And benefits must not be excluded due to this Certificate's Pre-Existing Conditions provision, or any other exclusion.

If You're Disabled when Your Active Full-Time Work ends due to a job-related Injury or Sickness for which benefits are not payable Your coverage will remain in force until the earlier of the date:

- You are terminated from employment with the Employer; or
- You have been Disabled for 6 Months.

B400.0378-R

All Options

Coverage During Temporary Layoff

If Your Active Work ends because You are temporarily laid off, You and Your Employer may agree to continue Your insurance, subject to continued payment of all required premium, until the earlier of:

- The end of the temporary layoff;
- 1 Month(s) following the date the temporary layoff begins; or
- The end of the time period covered under a severance agreement, not to exceed 1 Month(s).

If You become Disabled under this Certificate while Your coverage is being continued during a temporary layoff, Your eligibility for benefits will be governed by all the terms of this Certificate.

B400.0380

Coverage During Temporary Leave of Absence

If Your Active Work ends because You go on a leave of absence that has been approved by Your Employer, You and Your Employer may agree to continue Your insurance, subject to continued payment of all required premium, until the earlier of:

- The end of the Employer approved leave of absence; or
- 4 Month(s) following the date the approved leave of absence begins.

If You become Disabled under this Certificate while Your coverage is being continued during a leave of absence, Your eligibility for benefits will be governed by all the terms of this Certificate.

B400.0380

LONG TERM DISABILITY INCOME COVERAGE

This coverage replaces part of Your income if You become Disabled due to a covered Sickness or Injury. What We pay is governed by all the terms of this Policy.

This Certificate includes the Long Term Disability Schedule of Benefits. Your class and benefit options are shown in the Schedule of Benefits that applies to You.

Terms with special meanings are defined, and are capitalized. See the definitions section of this Certificate. Other terms with special meanings are defined where they are used.

Benefit Provisions

How Payments Start: To start getting payments from this Certificate, You must meet all of the conditions listed below and elsewhere in this Certificate.

- You must:
 - Become Disabled while covered by this Plan; and
 - Remain Disabled and covered for this Plan's Elimination Period.
- You must provide Proof of Loss, as described in Claim Provisions.

Benefits accrue as of the first day after the end of the Elimination Period, subject to all Certificate terms.

You can satisfy the Elimination Period while working, provided You are Disabled.

Waiver Of Premium: We waive Your premiums for this coverage while You are entitled to receive a Monthly Benefit payment from this Certificate.

When Payments End: Your benefits from this Certificate will end on the earliest of the dates shown below:

- The date You are no longer Disabled.
- The date You fail to provide Proof of Loss as required by this Certificate.
- The date You earn, or are able to earn, the maximum earnings allowed while Disabled under this Certificate.
- The date You are able to perform the major duties of Your Own Occupation on a Full-Time basis with Reasonable Accommodation.
- After the Own Occupation period, the date You are able to perform the major duties of any Gainful Work on a Full-Time basis with Reasonable Accommodation.
- The date You die.
- The end of the Maximum Payment Period.

- The date no further benefits are payable under any provision in this Certificate that limits the Maximum Payment Period.
- The date You are no longer receiving Regular and Appropriate Care from a Doctor.
- The date payments end in accordance with a Rehabilitation Agreement.
- The date You refuse to take part in a Rehabilitation Program.

B400.0403-R

Maximum Payment Period: The Maximum Payment Period is shown in the Schedule Of Benefits. But, it may be less than that shown due to:

- The nature of Your Disability;
- The date You were first treated for the cause of Your Disability; and
- The length of time You have been covered by this Certificate.

See Disabilities With A Limited Maximum Payment Period and Pre-Existing Conditions.

Benefits payable during the Maximum Payment Period will not be affected by the termination of the Certificate, subject to all the terms and conditions of the Certificate that were in effect on the first date of Your Disability. Any change to the Certificate with an Effective Date after the first date of Your Disability will not apply to benefits payable during the Maximum Payment Period.

B400.0446

Recurring Disability: Benefits from this Certificate end if You cease to be Disabled. But, a later Disability may be treated as a Recurring Disability, if all of the conditions listed below are met:

- You must return to Active Work right after Your benefits end.
- The Disability recurs less than six Months after You were last entitled to benefits.
- The later Disability must be due to the same or related cause of Your earlier Disability.
- This Certificate must not end during Your return to Active Work.
- You must not become covered under any other similar group income replacement plan during the time You return to Active Work.
- When You return to Active Work after being Disabled, You must be covered by this Certificate and all required premium must be paid.
- A subsequent Disability will not be considered a Recurrent Disability if Your benefits for the prior Disability ended because Your prior Disability had been paid for the Maximum Payment Period.

If the later Disability is a Recurring Disability, You will not need to satisfy a new Elimination Period. The Recurring Disability will be subject to all the terms of this Certificate in effect on the date the earlier Disability began.

If all of the conditions listed above are not met, the later Disability will be treated as a new period of Disability. You will be required to satisfy a new Elimination Period. The new period of Disability will be subject to all the terms of this Certificate in effect on the date the new period of Disability starts.

B400.0453

Calculation of Monthly Benefit: Your benefit is governed by the terms of this Certificate in effect on the date Disability starts. Any changes to this Certificate that take place as follows are inapplicable to, and will not affect, Your benefit:

- While You are Disabled; or
- During a period of Active Work that occurs between an initial period of Disability and a Recurring Disability.

We calculate Your Gross Monthly Benefit according to the Schedule of Benefits.

From Your Gross Monthly Benefit, subtract the amount of any income listed in Other Income Benefits that You receive or are entitled to receive. The result is Your Monthly Benefit.

B400.0455

Redetermination: This Certificate redetermines Your Insured Earnings on each January 1st, the Employer must report current Insured Earnings for all Employees under this Certificate. Changes to Your Insured Earnings are subject to any Proof of Insurability requirements that may apply to this Certificate. As of this Certificate's redetermination date, We use Your Insured Earnings on record with Us to:

- set rates;
- project benefit amounts and limits; and
- calculate premium payable under this Certificate.

You must be actively-at-work on a Full-Time basis on that date. If You are not, We do not do this until the date You return to Active Work on a Full-Time basis. But, changes in earnings will not apply to a Recurring Disability.

B400.0474

Other Income Benefits: You may receive, or be entitled to receive, income shown in the list below.

We will reduce Your Gross Monthly Benefit by such other income benefits to determine Your Monthly Benefit from this Certificate.

- Commissions or monies received, payable but deferred, or paid after Disability benefits start.

This includes:

- Vested and nonvested renewal commissions;
- Bonuses;
- Royalties; and
- Other distributions.
- Disability benefits from any mandated benefit act or law. This includes all temporary disability or state disability benefits required by law.
- Disability benefits from all group policies or plans of the Employer. This includes payments made by a group life insurance plan due to Your Disability. This does not include payments made from a group life insurance plan's:
 - Accelerated death benefit; or
 - Like provision that allows payment of such plan's proceeds due to terminal illness.
- Disability benefits from any other group policy or plan; but, if the other group plan was in force prior to this Certificate, and the other group plan also deducts for disability benefits from any other group plan, We will not deduct these other group disability benefits.
- Income from sick leave, salary continuance or paid time off, exclusive of vacation time accrued prior to Disability, but only to the extent that such income plus the amount of Your Gross Monthly Benefit is more than 100% of Your Indexed Insured Earnings. This applies whether such benefits are sponsored on a formal or informal basis. This includes:
 - Donated;
 - Lump sum; and
 - Recurrent payments of accrued sick leave benefits.

But, if You are working while Disabled, We will account for such income as described in Adjustment of Monthly Benefit for Disability Earnings.
- Income received from partnership distributions but only to the extent that such income plus the amount of Your Gross Monthly Benefit is more than 100% of Your Indexed Insured Earnings.
- Benefits from: The United States Social Security Act; The Railroad Retirement Act; or any other like U.S. or Canadian plan or act.

This includes:

 - (a) All disability benefits for which: (i) You are entitled; and (ii) Your spouse and children are entitled due to Your Disability;
 - (b) All unreduced retirement benefits for which: (i) You are entitled and awarded; and (ii) Your spouse and children are entitled and awarded due to Your entitlement; and
 - (c) All reduced retirement benefits paid to: (i) You; and (ii) Your spouse and children due to Your receipt of such benefits.

We do not reduce Your Gross Monthly Benefit by the retirement benefits described in (b) and (c) above, to the extent that You and Your dependents were entitled and awarded such income prior to the start of Disability. We will reduce the Gross Monthly Benefit by marginal increases in such income You and Your dependents were entitled and awarded after Disability begins.

We will reduce Your Gross Monthly Benefit by Your dependents' benefits described in (a), (b) and (c) above if: (i) the dependents' benefits are provided to You by the Social Security Administration; (ii) at the time that the Social Security Administration makes its first payment of the dependent benefits described in (a), (b), and (c) above, the dependent child remains a minor dependent or an adult Disabled dependent, and (iii) the dependent benefits You are entitled to are greater than any dependent benefit being received by another person. Under these circumstances, We will reduce Your Gross Monthly Benefit by the difference between the amount the dependent was awarded under the prior recipient and the amount awarded the dependent under Your benefits.

We do not reduce Your Gross Monthly Benefit by the benefits to which You are entitled, as described in (a), (b), and (c) above unless such benefits are greater than any widow/widower benefit You are receiving. And then We reduce Your Gross Monthly Benefit by the difference.

- Income of the type that is included in Your Insured Earnings for purposes of determining Your Gross Monthly Benefit under this Certificate.
- That portion of Retirement Plan retirement benefits which the Employer funds.
- That portion of Retirement Plan disability benefits which the Employer funds.
- Retirement benefits or Retirement Plan disability benefits, due to Your Disability, from any Government Plan other than those shown above.
- Disability benefits from any:
 - No-Fault Motor Vehicle Coverage;
 - Motor vehicle financial responsibility act; or
 - Like law.
- Payment or settlement, with or without admission of liability, from: A Workers' Compensation law; an occupational disease law; or any other act or law of like intent.

This includes:

- The Jones' Act;
- The Longshoreman's and Harbor Workers' Compensation Act; or
- Any Maritime doctrine of Maintenance, Wages or Cure.

If You receive a payment net of attorney fees approved by the Workers' Compensation Board or similar authority, We reduce Our benefit by the net payment.

- Disability benefits from any third party when Your Disability is the result of the negligence or intentional tort liability of that third party.
- Unemployment compensation benefits.
- Payment from Your Employer as part of a termination or severance agreement.

We reduce Your Gross Monthly Benefit with income shown above that You are entitled to receive without regard to the reason You are entitled to receive it.

Our right to reduce Your benefit by such income shall not be negated by a transfer of claim liability to a third party. Payment by such third party by law, settlement, judgment, waiver or otherwise shall not negate Our right.

B400.0480

Other Income Not Subject To Deduction: We will not reduce Your Gross Monthly Benefit by any income You receive or are entitled to receive from the list below.

- Deferred compensation arrangements such as 401(k), 403(b) or 457 plans;
- Profit sharing plans;
- Thrift plans;
- Tax sheltered annuities;
- Stock ownership plans;
- Individual Retirement Accounts (IRA);
- Individual disability income policies;
- Credit disability insurance;
- Non qualified plans of deferred compensation;
- Pension plans for partners;
- Retirement plans of another Employer not affiliated with this Certificate;
- Military pension and disability plans;
- Critical Illness insurance, unless the benefit is paid out as a wage replacement benefit;
- Accident Insurance, unless the benefit is paid out as a wage replacement benefit;
- Specified Disease insurance, unless the benefit is paid out as a wage replacement benefit;

- Cancer insurance, unless the benefit is paid out as a wage replacement benefit.

B400.0484

Lump Sum Payments of Other Income: Income with which We integrate may be paid in a lump sum. In this case, We take the equivalent Monthly rate stated in the award into account when We determine Your Monthly Benefit.

If no Monthly rate is given, We pro-rate the lump sum over the lesser of:

- 60 months; or
- The expected remaining number of Months for which You would be entitled to benefits from this Certificate based on the proof of loss submitted to Us.

B400.0486

Application For Other Income: You must apply for other income benefits to which You may be entitled. If these benefits are denied, You must appeal until:

- All reasonable appeals have been made; or
- We notify You that no further appeals are required.

If We determine that You are entitled to receive such other income benefits, We will estimate the amount due to You and Your spouse and children. We will take this estimated amount into account when We determine Your Monthly Benefit.

But, We will not estimate the amount due to You if You and We agree in writing in an agreement provided to You by Us that You will:

- Apply for any benefits for which You may be eligible;
- Appeal any denial of such benefits until all reasonable appeals have been made; and
- Repay any amount We overpaid due to an award of such benefits.

If We do reduce Your Gross Monthly Benefit by an estimated amount, We will adjust Your Monthly Benefit when We receive written proof:

- Of the amount awarded; or
- That the other income benefits have been denied; and no further appeals are possible.

If We underpay You, We will pay the full amount of the underpayment in a lump sum.

We will assist You in applying for other income benefits.

B400.0488

Adjustment of Monthly Benefit For Disability Earnings: We adjust the Monthly Benefit for Disability Earnings as follows:

For each of the first 12 Months after the date You first have Disability Earnings, add Your Gross Monthly Benefit and Your Disability Earnings.

- If the sum is not more than 100% of Your Indexed Insured Earnings, We do not reduce Your Monthly Benefit.
- If the sum is more than 100% of Your Indexed Insured Earnings, We reduce Your Monthly Benefit by the amount over 100% of Your Indexed Insured Earnings.

For each Month after that, We pay the greater of the amount calculated under Method 1 or Method 2.

Method 1:

- If Your Disability Earnings are less than 20% of Your Indexed Insured Earnings, We do not reduce Your Monthly Benefit.
- If Your Disability Earnings are 20% or more of Your Indexed Insured Earnings, We reduce Your Monthly Benefit by 50% of Your Disability Earnings.

Method 2:

- (1) Subtract Your Disability Earnings from Your Indexed Insured Earnings.
- (2) Divide the result in (1) above by Your Indexed Insured Earnings.
- (3) Multiply the result in (2) above by Your Monthly Benefit. This is the amount We pay.

If Your Disability Earnings fluctuate widely from Month to Month, We may adjust Your Monthly Benefit using an average Disability Earnings amount. The average Disability Earnings amount will be computed using Your most current Month's Disability Earnings and the prior two Months Disability Earnings.

B400.0491

Maximum Allowable Disability Earnings: This Certificate limits the amount of income You may earn, or may be able to earn, and still be considered Disabled.

If Your Disability Earnings are more than the limit shown below, payments from this Certificate will end. Payments from this Certificate will also end if You are able to earn more than the limit shown below:

- During the Own Occupation period, the limit is 80% of Your Indexed Insured Earnings.
- After this Certificate has paid benefits for 24 Months in a row, the limit is 80% of Your Indexed Insured Earnings if You are Working While Disabled, or 60% of Your Indexed Insured Earnings if You are not Working While Disabled.

B400.0495

Indexing: We apply an indexing factor to Your Insured Earnings on the date You have received 12 Monthly payments in a row and each anniversary after that. This factor increases the amount of income You may earn and still be considered Disabled. This adjustment does not increase Your Gross Monthly Benefit, Monthly Benefit, or any other benefit under this Certificate.

To make the first adjustment, We multiply Your Insured Earnings by the indexing factor for that year. To make adjustments in each later year, We multiply the amount of Your last indexed Insured Earnings by the indexing factor.

The indexing factor is the lesser of:

- 10%; or
- One-half of the average CPI-W from the prior calendar year.

B400.0497

Minimum Payment: The minimum Monthly payment for Disability under this Certificate is \$100.

B400.0499-R

Limitations And Exclusions

Disabilities With A Limited Maximum Payment Period: We limit the Maximum Payment Period, if You are Disabled due to: a Mental Illness; drug or alcohol abuse. If You have a coexistent condition(s), which is not subject to the limits in this section, and constitutes a Disability in and of itself, We will not limit benefits as described below.

The Maximum Payment Period for all periods of Disability due to: a Mental Illness; drug or alcohol abuse; is 24 Months. This is a combined lifetime maximum for all such conditions and all periods of Disability.

No benefits will be paid for Disability due to a Mental Illness or drug or alcohol abuse if You are not receiving treatment for the cause of the Disability from a provider, or a facility that is:

- Licensed by the state to provide treatment for such condition; and
- Accredited or approved by the Joint Commission on the Accreditation of Health Care Facilities or Medicare.

If payments under this Certificate would otherwise end due to the limits in this section, We may extend such payments if You meet all of the following conditions:

- You must be Disabled due to a condition named above;
- You must be an inpatient in a qualified institution because of Your Disability; and
- You must have been treated as an inpatient for at least 14 days in a row.

In such case, We will extend payments, if You are Disabled and otherwise remain entitled to payments under the Certificate, until the earliest of:

- 90 days from the date of Your discharge, following the date benefits would otherwise have ended;
- The end of this Certificate's Maximum Payment Period; or
- The date Your Disability ends.

As used here, "qualified institution" means a legally operated hospital or other public or private facility licensed to provide inpatient medical care and treatment for the cause of Your Disability.

B400.0512

Pre-Existing Conditions: A Pre-Existing Condition is an Injury or Sickness, for which, in the "look back period", You received medical advice or treatment from a Doctor for a disease or physical condition.

The "look back period" is the three Months before the latest of:

- Your Eligibility Date for coverage under this Certificate;
- The Effective Date of a change that increases the benefits payable by this Certificate; or
- The Eligibility Date of a change in Your benefit election that increases the benefit payable by this Certificate.

No benefits are payable for Disability caused by, contributed to, by, or resulting from a Pre-Existing Condition; unless the Disability starts after You complete at least one full day of Active Work after the date You have been covered under this Certificate for 12 Months in a row.

Your Disability caused by, contributed to by or resulting from; a Pre- Existing Condition may begin after:

- A change which provides for an increase in the benefits payable by this Certificate; or
- A change in Your benefit election which increases the benefit payable by this Certificate.

In this case, Your benefit will be limited to the amount that would have been payable had the change not taken place. But, this limit does not apply if Your Disability starts after You complete at least one full day of Active Work after the date the change has been in force for 12 Months in a row.

We do not cover any Disability that starts before Your Eligibility Date for coverage under this Certificate.

B401.2307

Prior Coverage Credit: If this Certificate replaces a similar disability income replacement plan the Employer had with another insurer, the Pre-Existing Condition provision may not apply to You, if coverage under this Certificate starts immediately after the termination of coverage under the prior disability income replacement plan. This Certificate must start right after the prior plan ends.

The Pre-Existing Condition provision will be waived for You if You:

- Are Actively Working on the Your Eligibility Date for coverage under this Certificate; and

- Have fulfilled the requirements of any Pre-Existing Condition provision of the prior plan provided by the Employer.

You may have been covered under the prior plan when it ended, but have not met the requirements of any Pre-Existing Condition provision of the prior plan. In that case, We credit any time used to meet the prior plan's Pre-Existing Condition provision toward meeting this Certificate's Pre-Existing Conditions provision. You must:

- Enroll for coverage under this Certificate on or before this Certificate's Effective Date; and
- Be Actively Working on Your Eligibility Date for coverage under this Certificate.

But, We limit Your maximum Monthly Benefit under this Certificate if:

- It is more than the maximum Monthly Benefit for which You were covered under the prior plan provided by the Employer;
- You become Disabled due to a Pre-Existing Condition; and
- This Certificate pays benefits for such Disability because We credit time as explained above.

In this case, We limit the maximum Monthly Benefit to the amount to which You would have been entitled under the prior plan.

We deduct all payments made by the prior plan under an extension provision.

B400.0520

Exclusions: This Certificate does not pay benefits for Disability caused by, or related to:

- 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;
- Your taking part in a riot or civil disorder;
- Your commission of, or attempt to commit a felony. A felony means either:
 - A crime as defined as such under the laws in the jurisdiction in which the crime was committed or attempted; or
 - In states where the law does not define crimes in terms of felonies and misdemeanors, felony means any crime punishable for a minimum of one year term of incarceration in a jail or prison, as determined by the law of the jurisdiction where the crime was committed or attempted; or
 - A crime as defined as such under federal law;
- The intentional or voluntary inhalation or ingestion of gas, chemical, solvent, poison or other substances not intended for internal consumption, irrespective of any pre-existing or co-morbid condition;

- Intentional self-inflicted injuries while sane or insane;

This Certificate does not pay any benefits for any period of Disability:

- During which You are confined to a jail, prison or other facility as a result of Your conviction of a crime;
- During which You are receiving medical treatment or care outside the United States or Canada unless expressly authorized by Us;
- Which starts before You are covered by this Certificate;
- After the date You have been outside the United States and/or Canada and/or a country or region approved by Us for more than 2 Months in a 12 Month period. If You return to the United States and/or a country or region approved by Us within 6 Months of the end of payments, payments may be resumed, provided You have remained continuously Disabled, subject to all the terms and conditions of this Certificate; or
- During which Your loss of earnings is not solely due to Your Disability.

This Certificate does not pay benefits due solely to a risk of relapse or exacerbation of a prior injury or illness in the absence of a current impairment and Disability.

B400.0522

Social Security Assistance: If You are Disabled, We require You to apply for Social Security benefits. See Application for Other Income. If We believe You are eligible for such benefits, We may offer to assist You in applying for them. Receiving Social Security benefits will protect Your earnings record for retirement and enable You to qualify for Medicare coverage after 24 Months.

Services We can provide include:

- Help in completing Your application for such benefits, and any related forms;
- Assistance finding suitable legal counsel; and
- Copies of medical and vocational data needed to file Your claim.

We may also provide these and other services if Your benefits are under review for possible termination by the Social Security Administration.

You must apply for all income benefits for which You may be eligible, whether or not You use Our help. Using Our help does not cancel Your duties shown in Application for Other Income.

Rehabilitation And Case Management: We will review Your Disability to see if certain services are likely to help You return to Gainful Work. If needed, We may ask for more medical or vocational information.

When Our review is complete, We may offer You a Rehabilitation Program. We have the right to suspend or end Your Monthly Benefit if You do not accept it.

The Rehabilitation Program will start when a written Rehabilitation Agreement is signed by:

- You;
- Us; and
- Your Employer, if needed.

The program may include, but is not limited to:

- Vocational assessment of Your work potential;
- Coordination and transition planning with an Employer for Your return to work;
- Consulting with Your Doctor on Your return to work and need for accommodations;
- Training in job seeking skills and resume preparation; and
- Retraining.

We have the right to determine which services are appropriate.

If You accept the Rehabilitation Agreement, We will pay an enhanced benefit. The enhanced benefit will be 110% of the Monthly Benefit that would otherwise be paid. This enhanced benefit will be payable as of the first Monthly Benefit after the Rehabilitation Program starts.

We stop paying the enhanced benefit on the earliest of:

- The date Your benefits from this Certificate end;
- The date You violate the terms of the Rehabilitation Agreement;
- The date You end the Rehabilitation Program; or
- The date the Rehabilitation Agreement ends.

If You end a Rehabilitation Program without Our consent, You must repay any enhanced benefits paid.

Dependent Care Expenses: While You are participating in a Rehabilitation Program, We will pay a dependent care expense benefit, when all of the following conditions are met:

- You incur expense to provide care for a qualified dependent; and
- The care is provided by a licensed provider other than a family member by blood or marriage.

The dependent care expense benefit will be the lesser of:

- \$350 per Month per qualified dependent; not to exceed \$1,000 per Month for all qualified dependents combined; and
- The actual Monthly day care expense incurred by You.

We will stop paying the dependent care expense benefit on the earlier of the date You are no longer:

- Incurring dependent care expenses for a qualified dependent;
- Participating in a Rehabilitation Program; or
- Entitled to receive a Monthly Benefit from this Certificate.

As used here, "qualified dependent" means a person who is:

- Under the age of 14; and
- Your biological child, adopted child, stepchild or any other child who is living with You in a regular parent-child relationship. This also includes Your grandchildren who are dependent on You, for the purpose of federal income tax, at the time dependent care expenses are incurred.

The term also means a family member, age 25 or over who is physically or mentally incapable of caring for him or herself and is dependent upon You for main support and maintenance.

B401.2309-R

Worksite Modification: In order to accommodate Your Disability, an Employer may incur a cost to modify his or her worksite. We may reimburse the Employer, up to \$2,500 for the cost of the worksite modification. We make this payment if We agree that the modification will enable You to:

- Return to work; or
- Remain at work.

B400.0553-R

Early Intervention Services: This Certificate includes early intervention services as part of Our disability management program. The intent of these services is to:

- Assist Disabled persons in achieving higher levels of functionality; and
- Support the Employer's absence management goals by promoting stay-at work and return-to work agendas where possible.

When You are Disabled from one of the conditions listed below, a Long Term Disability claim form should be completed as soon as possible following the date of Disability. To facilitate an immediate intervention, the form should be submitted to Us within one week of the date Your Disability begins.

- Chronic fatigue conditions, including Epstein-Barr syndrome.
- Mental illness.
- Repetitive motion syndromes or injuries.
- Fibromyalgia.
- Back pain or strain.
- Neck pain or strain.
- Chronic pain.
- Diabetes.
- Cardiovascular conditions.

On receipt of the completed claim form, We will determine whether the claim is appropriate for early intervention services. You will be notified of Our decision. Examples of services, which We may provide, at Our discretion, include, but are not limited to:

- Job accommodation;
- Ergonomic adjustments to workstations; or
- Proactive case management consultations with Your Doctor or other providers of medical care.

B400.0555

Authority: We have the authority to:

- Interpret the terms of this Certificate; and
- Determine Your eligibility for coverage and benefits under this Certificate.

Notice: You must send Us written notice of Your intent to file a claim under this Certificate within 20 days of the date the Injury occurs or the Sickness starts. This Notice should include Your name and the Policy number. For details, You can call Us at 1-800-538-4583. Failure to provide proof within the specified time frame does not reduce or invalidate a claim if it was not reasonably possible to give such proof and the proof was provided as soon as reasonably possible.

Proof Of Loss: When We receive Your Notice, We will provide You with a claim form within 15 days for filing Proof of Loss. This form requires data from the Employer, You, and the Doctor(s) treating Your Sickness or Injury. Proof of Loss must be given to Us within 90 days of the loss. If You do not receive a claim form within 15 days of the date You sent Your Notice, You should send Us written Proof of Loss without waiting for the form. We will not void or reduce Your claim if You cannot send Us Proof of Loss within the required time. In that case, You must send Us Proof of Loss as soon as reasonably possible. However, under no circumstances will We pay benefits if written Proof of Loss is delayed for more than one year from the date that Proof of Loss is otherwise required, unless your inability to provide Proof of Loss is because you are not legally competent or You lack legal capacity.

You are required to cooperate with Guardian in its evaluation of any claim for benefits. You must provide Proof of Loss at Your expense, consisting of the following listed below.

- The date Disability began.
- Your last day of Active Work.
- The cause of Disability.
- The extent of Disability, including limitations and restrictions preventing You from performing the major duties of Your Own Occupation and any Gainful Occupation.
- If Your occupation requires that You carry liability or malpractice insurance, information including, but not limited to: the policy, any applications for such coverage, and any changes to the terms and conditions of such policies prior to or after the first date of Disability.
- Objective Medical Evidence in support of Your limitations and restrictions, beginning with the date Disability began.
- Objective Proof of Your Restrictions and Limitations, beginning with the date Disability began.
- The prognosis of Disability.

- The name and address of all Doctors, hospitals and health care facilities where You have been treated for Your Disability since the date Disability began.
- Proof that You are currently receiving Regular and Appropriate Care from a Doctor.
- Proof that You have been receiving Regular and Appropriate Care from a Doctor, from the date Disability began.
- Proof of Insured Earnings.
- Proof of Disability Earnings.
- Payroll or absence data from the Employer for the three Months prior to the date Disability began, or other period We specify.
- Proof of application for all other sources of income to which You may be entitled, that may affect Your payment from this Certificate.
- Proof of receipt of other income that may affect Your payment from this Certificate.
- Proof of identity and residency, including, but not limited to, a current government issued photo identification.
- Documentation of travel outside the United States.
- Any other information We may reasonably require to determine if You are Disabled and eligible for benefits and coverage under this Certificate.

You must provide Objective Medical Evidence.

Proof of Insured Earnings and Disability Earnings may consist of:

- Copies of Your W-2 forms;
- Payroll records from Your Employer(s);
- Copies of Your U.S. individual income tax returns;
- Copies of the U.S. income tax returns from any business in which You hold an ownership or shareholder interest;
- A statement from a certified public accountant;
- Copies of any income records accepted or required by the IRS; or
- Any other records We deem necessary.

Proof of loss and other claim data should be submitted to:

The Guardian Life Insurance Company of America
 Group Long Term Disability Claims Department
 P.O. Box 14333
 Lexington, KY 40512.

Authorization Required: You must provide Us with written, unaltered authorizations in a form provided by Us to obtain medical, financial, vocational, occupational, and governmental information required to determine Our liability under this Certificate. We may agree to obtain such authorization by use of voice or other electronic means. You must provide Us with such authorizations as often as We may require, in order that they remain current. Failure to provide such authorizations may prevent, delay, suspend or terminate Your eligibility for benefits.

Right To Request Medical, Financial Or Vocational Assessment: We may ask You to take part in a medical, financial, vocational or other assessment that We feel is necessary to determine whether the terms of this Certificate are met.

Medical assessment may include, but not be limited to:

- Independent medical examination (IMEs),
- Functional capacity examinations (FCEs) or
- Neuropsychological evaluations.

We may require medical, financial or vocational assessment(s) as often as We feel is reasonably necessary. We will pay for all such assessments. But, if You postpone a scheduled assessment without Our approval, You will be responsible for any rescheduling fees. If You do not take part in or cooperate with the assessment, We have the right to stop or suspend Your payments under this Certificate.

Ongoing Proof of Loss: To continue to receive payments from this Certificate, You must give Us current Proof of Loss as often as We may reasonably require. Ongoing Proof of Loss must be provided to Us within 30 days of the date We request it.

Payment of Benefits: We pay benefits to You, if You are legally Competent or Your assignee. If You are not, We pay benefits to your lawful guardian, conservator, legal representative, or any person or fiduciary with the lawful authority to act on Your behalf or handle Your affairs. Benefits are paid in United States currency.

We pay benefits once each Month at the end of the period for which they are payable.

No benefits are payable for this Certificate's Elimination Period.

Benefits to which You are entitled may remain unpaid at Your death. Such benefits will be paid to:

- Your estate; or
- Your spouse, parents, children, or brothers and sisters.

Partial Month Payment: You may be Disabled for only part of a Month. In this case, We compute Your payment as 1/30th of the benefit to which You would be entitled for the full Month times the number of days You are Disabled. Payment will not be made for more than 30 days in any Month.

Overpayment Recovery: If We overpaid You, You must repay Us in full. We have the right to reduce Your payment or apply any benefits payable, including the minimum payment, toward recovery of the overpayment.

Legal Actions: No legal action against Guardian related to claim for benefits under this Certificate may be brought until 60 days from the date Proof of Loss has been given as shown above. No legal action may be brought against Guardian related to claims for benefits under this Certificate after three years from the date in which written proof of loss is required to be filed.

Workers' Compensation: The Long Term Disability benefits provided by this Certificate are not in place of and do not affect requirements for coverage by Workers' Compensation.

B401.2315

SUBROGATION AND RIGHT OF RECOVERY

Purpose: When You have the right to recover amounts paid by this Certificate, We also have certain rights. These are explained below.

Subrogation: When this Certificate pays a benefit, We will immediately be subrogated to Your rights of recovery from any third party to the full extent of benefits paid.

Recovery: If You receive a payment from any third party or insurance coverage due to an Injury, Sickness or condition, We have the right to recover from, and be repaid by, You for all amounts this Certificate has paid due to that Injury, Sickness or condition, up to and including the full amount You receive from any third party or insurance coverage, less any attorneys fees if applicable, subject to the following limits: The amount We may recover is equal to the lesser of:

- one-half of Your gross recovery from any third party; or
- the total cost of benefits paid to You, provided to You, or assumed by Us, under this Certificate as a direct result of the tortious conduct of any third party.

In no event will We seek a recovery against any first party insurance payments You receive, or are eligible to receive, nor will We seek reimbursement of any attorney's fees We incur in collecting any recovery under this Subrogation and Right of Recovery provision.

Constructive Trust: You must serve as a constructive trustee over the funds that constitute payment from any third party or insurance coverage due to Your Injury, Sickness or condition. If You fail to hold such funds in trust, it will be deemed a breach of Your fiduciary duty to Us.

Lien Rights: We will have a lien to the extent of benefits We paid due to Your Injury, Sickness or condition for which the third party is liable. The lien will be imposed on any recovery, whether by settlement, judgment, or otherwise, including from any insurance coverage, that You receive due to Your Injury, Sickness or condition. The lien may be enforced against any party who holds funds or proceeds which represent the amount of benefits paid by Us. This includes, but is not limited to:

- You;
- Your representative or agent;
- The third party;
- The third party's insurer, representative or agent; and
- Any other source who holds such funds.

First Priority Claim: This Certificate's recovery rights are a first priority claim against all third parties and are to be paid to Us before any other claim for Your damages. This Certificate will be entitled to full repayment on a first dollar basis from any third party's payments, even if such payment to the plan will result in a recovery to You which is not sufficient:

- To make You whole; or

- To compensate You in part or in whole for the damages sustained.

This Certificate is not required to participate in or pay court costs or attorney fees to the attorney hired by You to pursue Your damage claim.

Applicable To All Settlements And Judgments: We are entitled to full recovery regardless of whether:

- Any liability for payment is admitted by a third party; or
- The settlement or judgment received by You identifies the benefits the Certificate paid.

This Certificate is entitled to recover from any and all settlements or judgments, even those designated as pain and suffering or non-economic damages only.

Cooperation: You must fully cooperate with Our efforts to recover the benefits paid under this Certificate. You must notify Us within 30 days of the date when any notice is given to any party, including an insurance company or attorney, of Your intention to pursue or investigate a claim to recover damages or obtain compensation due to Injury, Sickness or condition sustained by You. You and Your agents, must provide all information requested by Us or Our representative. This includes, but is not limited to, completing and submitting any applications or other forms or statements as We may reasonably request. Failure to do this may result in the termination of benefits or the instigation of legal action against You.

You must do nothing:

- To prejudice Our rights as described in this section; or
- To prejudice Our ability to enforce the terms of this section.

This includes, but is not limited to, refraining from making any settlement or recovery that attempts to reduce or exclude the full amount of all benefits paid by this Certificate.

We have the right to conduct an investigation regarding the Injury, Sickness or condition to identify any third party. We reserve the right to notify the third party and his or her agents of Our lien. Agents include, but are not limited to:

- Insurance companies; and
- Attorneys.

Jurisdiction: Any legal action or proceeding with respect to this section may be brought in any court of competent jurisdiction.

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

- **Legal Guardian:** This term means a person who has the care or the legal or fiduciary responsibility to manage the affairs or property of another.
- **Insurance Coverage:** This term means any insurance which provides coverage for:
 - Medical expense payments; or

- Liability.

This includes, but is not limited to:

- Uninsured motorist coverage;
- Underinsured motorist coverage;
- Personal umbrella coverage;
- Medical payments coverage;
- Workers compensation coverage;
- No-fault automobile insurance coverage; or
- Any first party insurance.

- **Third Party:** This term means any party actually, possibly, or potentially responsible for making any payment to You due to Your Injury, Sickness or condition. This term also means such party's:

- Liability insurer; or
- Any insurance coverage.

But, this term does not mean:

- Us; or
- You.

- **You:** This term means the covered Employee. It also includes Your parent or Legal Guardian if You are a minor or incompetent.

Subrogation and Right of Recovery is subject to the Civil Practice and Remedies Code, Chapter 140.

B401.2317

DEFINITIONS

This section defines certain terms appearing in Your Certificate.

Active Work or Actively At Work or Actively Working: These terms mean You are able to perform, and are performing, all of the regular duties of Your work for the Employer, on a Full-Time basis at:

- One of the Employer's usual places of business;
- Some place where the Employer's business requires You to travel; or
- Any other place You and the Employer have agreed on for Your work.

B400.0563

Certificate: This term means this Certificate of Coverage, including the Schedule of Benefits and any riders and enrollment forms that may be attached to this Certificate.

B400.0565

CPI-W: This term means that part of the United States Department of Labor Consumer Price Index that measures the relative value of the cost of a typical urban wage earner's purchase of certain goods and services. If the Department of Labor stops publishing the CPI-W, We have the right to use some other similar standard.

B400.0567

Disability or Disabled:

These terms mean that a current Sickness or Injury causes impairment to such a degree that You are:

- Not able to perform, on a Full-Time basis, the major duties of Your Own Occupation during the Elimination Period and the Own Occupation period.
- Not able to perform, on a Full-Time basis, the major duties of any Gainful Work after the end of the Own Occupation period.

You are not Disabled if You earn, or are able to earn, more than this Certificate's maximum allowed Disability Earnings.

If, prior to Your Disability, You are required to work more than 40 hours per week on average, You will not be considered Disabled if You can work for 40 hours per week.

Neither loss of a professional or occupational license due to misconduct or unlawful activity, nor receipt of, or entitlement to, Social Security disability benefits in and of themselves constitutes Disability under this Certificate.

B400.0593

Disability Earnings: This term means the Monthly income You earn from Working While Disabled. It includes salaries, wages, commissions, bonuses and any other compensation earned or accrued while working including pension, profit sharing contributions, sick pay, paid time off, holiday and vacation pay. When You have an ownership interest in the business, Disability Earnings also includes business profits, attributable to You, whether received or not. It includes any income You earn while Disabled and return to the Employer, partnership, or any other similar business arrangement to cover any business or overhead expenses. If You have the ability to work on a Part-Time or Full-Time basis, Disability Earnings also includes Maximum Capacity Earnings beginning with the earlier of the date You:

- Have been terminated from employment with the Employer;
- Have been Disabled for 12 Months in a row; or
- Have been offered a job or workplace modification by the Employer and You do not return to work.

You may have held a job with an employer other than Your Employer, immediately prior to the start of Your Disability. While benefits are payable during the Own Occupation period and Working While Disabled, Disability Earnings will not include earnings from a job with an employer other than Your Employer, if such job was held immediately prior to the start of Your Disability. If Working While Disabled and the income from the job with the other employer exceeds Your average amount of earnings for that other employer for the six months immediately prior to the start of Your Disability, We will include such excess as Disability Earnings.

B400.0605

Doctor: Any medical practitioner We are required by law to recognize. He or she must:

- Be properly licensed or certified by the laws of the state where he or she practices; and
- Provide services that are within the lawful scope of his or her practice.

B400.0606

Effective Date: The date the Certificate goes into force and effect as stated on the cover page of the Certificate of Coverage, or any change to the Policy as requested by the Policyholder and approved by Us and in force and effect as stated on cover page of the Certificate of Coverage.

B400.0607

Eligibility Date: This term means the earliest date You are eligible for coverage under this Certificate, and you have satisfied all requirements for coverage to begin, as required by this Certificate.

- For an Employee in Active Work who has completed any waiting period required by the Employer as of the Effective Date of this Certificate, the Eligibility Date means the Effective Date of this Certificate.

- For an Employee in Active Work as of the Effective Date of this Certificate who has not completed any waiting period required by the Employer, the Eligibility Date will be the first date following the completion of the required waiting period.
- For an Employee hired on or after the Effective Date of this Certificate, the Eligibility Date will be the later of the Employee's date of hire, or the first date following the completion of any waiting period required by the Employer.
- If this Certificate requires Employees to elect coverage under this Certificate, the Eligibility Date will be the later of:
 - The Employee's date of hire;
 - The first date following the completion of any waiting period required by the Employer; or
 - The date We approve in writing Your application for any coverage for which You are required to supply Proof of Insurability.

B400.0608

Elimination Period: This term means the period of time, as shown in the Schedule of Benefits, You must be Disabled, due to a covered Disability, before this Certificate's benefits are payable.

Any days during which You return to work on a Full-Time basis performing the major duties of Your Own Occupation, will not count toward the Elimination Period.

But You will continue to accumulate days of Disability for days for which You are working on less than a Full-Time basis during the Elimination Period as long as You meet the definition of Disability each Month during the Elimination Period.

If You are or become eligible under any other similar group income replacement plan while You are working during the Elimination Period, You will not be entitled to benefits from this Certificate.

If, at the end of the Elimination Period, You are not able to perform, on a Full-Time basis, the major duties of Your Own Occupation, but You earn or are able to earn 80% or more of Your Indexed Insured Earnings, the Elimination Period will be extended until the earlier of:

- Six Months from the date benefits otherwise would have commenced; or
- Until You are unable to earn 80% or more of Your Indexed Insured Earnings.

If at the end of this time period, You earn or are able to earn 80% or more of Your Indexed Insured Earnings, You must start a new Elimination Period.

We do not require You to complete an Elimination Period if:

- You were covered under a similar income replacement plan the Employer had with another carrier on the day before this Certificate starts; and

- Your Disability would have been a Recurring Disability under the prior plan had it remained in effect.

B400.0609

Employee: This term means a person who works for the Employer at the Employer's place of business and whose income is reported to the United States Internal Revenue Service, and/or a state for tax purposes. Partners and proprietors will also be treated as employees if the Conditions of Eligibility requirements are met.

B400.0611

Employer: This term means ENSIGN ENERGY SERVICES, LLC

B400.0612

Full-Time: This term means:

You are not a Part-time Employee as defined by Your Employer and the average number of hours You worked for the six Months prior to the last full day worked was at least 25 hours per week at:

- Your Employer's place of business;
- Some place where the Employer's business requires You to travel; or
- Any other place You and Your Employer have agreed upon for the performance of occupational duties.

B400.0613

Gainful Occupation or Gainful Work: These terms mean work for which You are, or may become, qualified by:

- Training;
- Education; or
- Experience.

When You are able to perform such work, You can be expected to earn at least 80% of Your Indexed Insured Earnings while Working While Disabled or 60% of Your Indexed Insured Earnings if You are not Working While Disabled, within 12 Months of returning to work.

B400.0615

Government Plan: This term means any of the following:

- The United States Social Security Act;
- The Railroad Retirement Act;
- The Canadian Pension Plan; or
- 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 in place of the above named plan or acts.

It does not include:

- Any Workers' Compensation Act or similar law;
- The Jones' Act;
- The Longshoreman's and Harbor Workers' Compensation Act; or
- The Maritime Doctrine of Maintenance, Wages, or Cure.

B400.0616

Gross Monthly Benefit: This term means this Certificate's Monthly Benefit before it is integrated with other income and earnings.

B400.0617

Injury: This term means a bodily Injury due to an accident that occurs while You are covered by this Certificate. Subject to all other requirements, We will cover a Disability caused by an Injury when the Disability starts within 90 days of the date of such Injury.

B400.0618

Insured Earnings: Only Your earnings from the Employer will be included as Insured Earnings.

We calculate benefit amounts and limits based on the amount of Your Insured Earnings as of the Redetermination date immediately prior to the start of Your Disability. See the "Redetermination" section of this Certificate.

B400.0620

- **For Partners And S Corporation Shareholders:** Insured Earnings means the sum of the amounts listed below, divided by 12.
 - Your compensation as an Employee or S Corporation shareholder, or guaranteed payments as a Partner, as reported on Your Federal Income Tax Return(s), Form 1040, for the prior calendar year, less the gross total of unadjusted Employee business expenses as included on the corresponding Schedule A- Itemized Deductions.
 - Your non-passive income (loss) from trade of business as reported on Schedule E - Part II of Your Federal Income Tax Return(s), Form 1040, for the prior calendar year, less any expenses incurred and reported elsewhere on Your Return; and
 - Your contributions during the prior calendar year, deposited into a:
 - Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
 - Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

You may not have been a partner or S Corporation shareholder for the full prior calendar year. In that case, Your earnings are based on the Monthly average of the sum of the listed amounts averaged for the full number of Months that You were a partner or S Corporation shareholder during that calendar year.

- **For Sole Proprietors:** Insured Earnings means the sum of the amounts listed below.
 - Your average Monthly net profit as determined from Schedule C - Part II of Your Federal Income Tax Return(s), Form 1040 for the prior two calendar years.
 - Your average Monthly contribution during the prior two calendar years deposited into a:
 - Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
 - Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

Monthly net profit is calculated as gross income less total expenses.

You may not have been a sole proprietor for the prior two calendar years. In that case, We calculate average Monthly net profit and average monthly contributions using the full number of Months that You were a sole proprietor during such time.

- **For Any Other Employee Who Receives Base Salary Only:** Insured Earnings means Your base Monthly salary from the Employer. Your base Monthly salary will include shift differential.

The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

Earnings based on excluded income and Employer contributions deposited into such 401(k), 403(b), 457 or similar plan are not included.

The term also does not include:

- Bonuses;
- Commissions;
- Overtime pay;
- Expense accounts;
- Stock options; and
- Any other extra compensation.

If You are paid hourly, We calculate Monthly earnings based on actual hours worked or billed in the two Months before the start of Your Disability. We do not include pay for hours worked or billed over 40 per week.

- **For Employees Who Are Compensated On Less Than A 12 Month Basis:** Insured Earnings means Your average rate of Monthly earnings determined from Your annual contract salary. If You do not have an annual contract salary, Insured Earnings means Your prior calendar year salary divided by twelve. Your annual contract salary will include shift differential.

The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

Earnings based on excluded income and Employer contributions deposited into such 401(k), 403(b), 457 or similar plan are not included.

The term also does not include:

- Overtime pay;
- Expense accounts;
- Stock options; and
- Any other extra compensation.

If You are paid hourly, We calculate monthly earnings based on actual hours worked or billed in the eight weeks before the start of Your Disability. We do not include pay for hours worked or billed over 40 per week.

- **For Employees Whose Income Is Reported On An IRS Form 1099:** Insured Earnings means Your average rate of Monthly earnings as figured from the 1099 form(s) received from the Employer for the prior calendar year. Earnings are calculated as Your earned income as reported on the 1099 form(s) minus business expenses as reported on Schedule C - Part II of Your Federal Income Tax Return(s), Form 1040. Your average rate of monthly earnings is calculated as such earnings divided by 12 or the number of Months You worked for the Employer during such calendar year, if less than 12. The term also includes Your contributions deposited into a:

- Cash or deferred compensation plan, or salary reduction plan, qualified under IRC section 401(k), 403(b), 457 or similar plan; and
- Elective Employee pre-tax deferrals to a Section 125 plan or flexible spending account.

B400.0621

Long Term Disability: This term means the Long Term Disability Income Coverage described in the Policy and this Certificate.

B400.0662

Maximum Capacity Earnings: This term means the income You could earn if working to the fullest extent to which You are able in Your Own Occupation if during the Own Occupation period or after the Own Occupation period, the income You could earn if working to the fullest extent to which You are able in any Gainful Occupation.

We decide the fullest extent of work You are able to do based on objective data provided by any or all of the following sources:

- Your treating Doctor;
- Impartial medical or vocational exams;
- Peer review specialists;
- Functional capacities exams; and
- Other medical and vocational specialists whose area of expertise is appropriate to Your Disability.

B400.0663

Maximum Payment Period: This term means the longest time that benefits are paid by this Certificate, subject to all terms, limitations and exclusions.

B400.0666

Mental Illness: This term means any mental disorder, regardless of cause, listed in the Diagnostic and Statistical Manual of Mental Disorders (DSM) currently in use by the American Psychiatric Association (APA). If the APA stops publishing the DSM, We will use another similar source. A Mental Illness may be caused or contributed to, by or result in, physical, biological or chemical factors or symptoms.

For purposes of this Certificate, Mental Illness does not include:

- Irreversible dementia caused by Alzheimer's disease, stroke, trauma or viral infection; or
- Any other condition not typically treated by a psychiatrist, clinical psychologist or other qualified mental health professional.

B400.0667

Month or Months or Monthly: These terms mean a consecutive 30 day period.

B400.0668

Monthly Benefit: This term means this Certificate's Gross Monthly Benefit reduced by other income. If You are Working While Disabled, Your Monthly Benefit will be further reduced based on the amount of Your Disability Earnings.

B400.0669

No-Fault Motor Vehicle Coverage: This term means a motor vehicle plan that pays disability or medical benefits no matter who was at fault in an accident.

B400.0670

Objective Medical Evidence: This term includes, but is not limited to:

- Diagnostic testing;
- Laboratory reports; and
- Medical records of a Doctor's exam documenting clinical signs, presence of symptoms and test results consistent with generally accepted medical standards supported by nationally recognized authorities in the health care field.

B400.0671

Objective Proof of Your Restrictions and Limitations: During the Own Occupation period this term means objective proof of Your inability to perform the duties of Your Own Occupation, and including all restrictions and limitations relating to Your inability to work. After the Own Occupation period, this term means objective proof of Your inability to perform the duties of any Gainful Work and including all restrictions and limitations relating to Your inability to work.

B400.0672

Own Occupation: This term means:

- The occupation(s) You are routinely performing for Your Employer immediately prior to the first date of Disability, and is further defined as follows. Own Occupation:
 - Includes any employment, trade, or profession that is substantially similar in terms of tasks, functions, skills, abilities, knowledge, training and experience, required by Employers from those engaged in a particular occupation in the general labor market in the national economy; and
 - Is not defined with reference to a specific Employer or specific location or particular work environment; and
 - Only includes the occupation or occupations for which You are covered under this Certificate, and
 - Generates the Insured Earnings covered by this Certificate.

B400.0675

Part-Time: This term means:

With respect to eligibility for benefits, the ability to work and earn between 40% and 80% of Indexed Insured Earnings during the Own Occupation period, and between 40% and 60% of Indexed Insured Earnings after the Own Occupation period.

B400.0681

Policy: This term means the group Long Term Disability Income Coverage described in the Policy and this Certificate.

B400.0683

Reasonable Accommodation: This term means any modification or adjustment that the Employer willingly provides to:

- A job;
- An employment practice;

- A work process; or
- The work place.

The modification or adjustment must make it possible for a Disabled person to:

- Reach the same level of performance as a similarly situated non-disabled person; or
- Enjoy equal benefits and privileges of employment as are available to a similarly situated non-disabled person.

The modification or adjustment must not place an undue hardship on the Employer.

B400.0685

Recurring Disability: This term means a later Disability that:

- Is related to an earlier Disability for which this Certificate paid benefits; and
- Meets the conditions described in the Recurring Disability section of this Certificate.

B400.0686

Regular and Appropriate Care: This term means, with respect to Your disabling condition(s) and any other condition(s) which, if left untreated, would adversely affect Your disabling condition, You:

- Visit a Doctor as frequently as medically required, according to generally accepted medical standards, to effectively manage these conditions; and
- Are receiving the most appropriate treatment, according to generally accepted medical standards, designed to achieve maximum medical improvement in these conditions.

Treatment must be provided by a Doctor or Doctors whose specialty is most appropriate according to generally accepted medical standards for You:

- Disability; and
- Any other conditions which left untreated would adversely affect Your disabling condition.

Generally accepted medical standards are those supported by nationally recognized authorities in the health care field including:

- The American Medical Association (AMA);
- The AMA Board of Medical Specialties;
- The Food and Drug Administration;
- The Centers for Disease Control;
- The National Cancer Institute;
- The National Institutes of Health;

- The Department of Health and Human Services; and
- Any other agency of similar repute.

B400.0687

Rehabilitation Agreement: This term means a formal agreement between:

- You;
- Us; and
- Your Employer, if needed

It outlines the Rehabilitation Program in which You agree to take part.

B400.0688

Rehabilitation Program: This term means a program of work or job-related training for You that We approve in writing. Its aim is to restore Your wage earning abilities.

B400.0689

Retirement Plan: This term means a defined benefit or defined contribution plan funded wholly or in part by the Employer's deposits for Your benefit. The term does not include:

- Profit sharing plans;
- Thrift plans;
- Non-qualified deferred compensation plans;
- Individual retirement accounts;
- Tax sheltered annuities;
- 401(k), 403(b), 457 or similar plans; or
- Stock ownership plans.

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

B400.0690

Sickness: This term means an illness or disease. Pregnancy is treated as a Sickness under this Certificate.

B400.0691

Spouse: This term means the person to whom You are legally married, as recognized and allowed by federal law, or state law in Your state of residence or the state in which the marriage, was recorded.

B400.0693

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

B400.0696

Working While Disabled: This term means You are working and earning a gross Monthly income of 20% or more of Indexed Insured Earnings.

B400.0697

You or Your: These terms mean the Employee.

B400.0698

LONG TERM DISABILITY INCOME COVERAGE SCHEDULE OF BENEFITS

Effective January 1, 2020, this Schedule of Benefits is attached to the Certificate. This Schedule of Benefits replaces any previously issued Schedule of Benefits.

B400.0707

Own Occupation Period The first 24 months of benefit payments from this Certificate.

B400.0710

Elimination Period For Disability due to Injury the later of: (1) the end of the maximum period for which benefits are payable under the Employer's Short Term Disability Income Coverage plan; or (2) 180 days.

For Disability due to Sickness the later of: (1) the end of the maximum period for which benefits are payable under the Employer's Short Term Disability Income Coverage plan; or (2) 180 days.

B400.0718

Maximum Payment Period Social Security Normal Retirement Age Table

Your 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 Your Disability starts after age 60, and reach the end of the Maximum Payment Period shown in the table, and You have not reached your Social Security Normal Retirement Age, we will extend Your Maximum Payment Period until You reach Social Security Normal Retirement Age.

B400.0723

Gross Monthly Benefit 60% of Your Insured Earnings to a maximum benefit of \$10,000.

The benefit will be rounded to the next higher \$1.00, if not already a multiple of that amount.

Note: We integrate Your Gross Monthly Benefit with certain other income You may receive. Read all of the terms of this Certificate to see:

- The other income with which We integrate; and
- How We integrate.

B400.0730-R

Changes To Coverage

Changes In Coverage Amounts If You are not Actively At Work on a Full-Time basis, any change in Your amount of coverage will not become effective prior to the date You return to Active Work on a Full-Time basis.

Changes In Insurance Classification If Your classification changes, coverage will not be changed to the new amount until the first day on which You are: (1) Actively At Work on a Full-Time basis; and (2) make a contribution, if required, for the new classification.

If a contribution is required for the new classification for which a larger amount of coverage is provided, You must make the required contribution for the new amount within 31 days of the change. If You do not make the required contribution within 31 days of the change or within 31 days of becoming Actively At Work on a Full-Time basis, if You are not Actively At Work on a Full-Time basis, when Your classification changes, no increase will be allowed due to such change or any later change. In that case, in order to become covered for the larger amount, You must:

- Make the required contribution for the new amount; and
- Furnish Proof of Insurability to Us, which We approve in writing.

If the coverage amount was previously reduced because of age or retirement, it will be retained at the reduced amount.

B400.0955

SUPPLEMENTAL RIDERS

B400.1169

CERTIFICATE RIDER

This Rider is effective as of the effective date of the Employee's Certificate. If this Rider is added to an inforce Certificate, the Rider becomes effective on its issue date. This Rider amends the Certificate by the addition of the following:

Income Recovery Benefit Rider

This Rider may pay an Income Recovery Benefit, if Monthly Benefits cease because You are no longer Disabled.

To be eligible for the Income Recovery Benefit, You must be:

- Able to perform the major duties of Your Own Occupation or, if the Certificate has paid all benefits for the Own Occupation period, able to perform the major duties of any Gainful Occupation;
- Working in Your Own Occupation or, if the Certificate has paid all benefits for the Own Occupation period, Your Gainful Occupation, the same number of hours as You did prior to Disability;
- Unable to earn the Certificate's maximum allowable Disability Earnings, due to the Sickness or Injury which caused the prior Disability.

We pay this benefit Monthly, in arrears. We determine the amount We pay in two steps.

In step one, We compute the following: (1) Your Gross Monthly Benefit as of the last month You were Disabled under the terms of the Certificate; less (2) Other Income Benefits.

In step two, We make a current earnings adjustment.

We add:

- Your Gross Monthly Benefit as of the last month You were Disabled under the terms of the Certificate; and
- Your current Disability Earnings.

If such sum exceeds 100% of Your Insured Earnings, We pay the amount in step one less the excess over 100%. If such sum does not exceed 100%, We pay the amount in step one.

We stop paying this benefit on the earliest of:

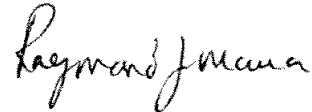
- The date You are able to earn the Certificate's maximum allowable Disability Earnings;
- The date You become Disabled;
- The date You stop working;
- The date 12 months in a row after the first Income Recovery Benefit is paid; or

- The end of the Maximum Payment Period.

We will not pay more than 12 monthly Income Recovery Benefit payments following any one period of Disability, including any Recurring Disability.

This Rider is a part of the Certificate. Except as stated in this Rider, nothing contained in this Rider changes or affects any other terms of the Certificate.

The Guardian Life Insurance Company of America



Senior Vice President, Group and Worksite Markets

B400.1160

CERTIFICATE RIDER

This Rider is effective as of the effective date of the Employee's Certificate. If this Rider is added to an inforce Certificate, the Rider becomes effective on its issue date. This Rider amends the Certificate by the addition of the following:

Survivor Benefit Rider

This Rider may pay a Survivor Benefit, according to the terms below.

What We Pay: We pay a Survivor Benefit if You die after You:

- Had been Disabled for at least six months in a row; and
- Were entitled to receive at least one full Monthly Benefit prior to Your death.

When We receive proof of Your death, We pay Your Eligible Survivor a lump sum benefit.

But, We first apply such benefit to reduce any overpayment You may owe Us.

If You have no Eligible Survivor, We pay the Survivor Benefit to Your estate.

Accelerated Survivor Benefit

If You have a terminal illness, We may accelerate payment of this Rider's Survivor Benefit.

For purposes of the accelerated Survivor Benefit, a terminal illness means a medical condition that is expected to result in Your death within 6 months.

To receive an accelerated Survivor Benefit, You must:

- Be entitled to receive a Monthly Benefit from the Certificate;
- Request this benefit in writing; and
- Provide written proof of terminal illness from a Doctor.

But, We will not pay an accelerated Survivor Benefit if there are less than 6 months remaining in the maximum benefit period.

If You choose to receive an accelerated Survivor Benefit, no Survivor Benefit is payable on Your death.

Definitions

This section defines certain terms appearing in this Rider. Additional terms, not listed here, are defined in the Certificate.

Eligible Survivor: This term means Your Spouse, if living. If Your Spouse is not living, Your Eligible Survivor is Your:

- Unmarried child under age 20; and

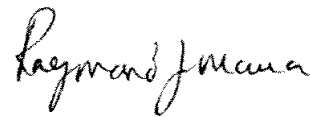
- Unmarried child under age 26 who is enrolled as a full-time student at an accredited school.

If there is more than one such child when You die, this benefit will be paid to each child in equal shares.

Survivor Benefit: This term means an amount equal to 3 times the amount of Your last Gross Monthly Benefit.

This Rider is a part of the Certificate. Except as stated in this Rider, nothing contained in this Rider changes or affects any other terms of the Certificate.

The Guardian Life Insurance Company of America



Senior Vice President, Group and Worksite Markets

B401.2359

CERTIFICATE AMENDATORY RIDER

This Rider is effective on the Policy Date. If this Rider is added after the Policy Date, the Rider becomes effective on its issue date.

This Rider amends the Certificate by the replacement of the following Benefit Provisions:

Other Income Benefits: You may receive, or be entitled to receive, income shown in the list below.

We will reduce Your Gross Monthly Benefit by such other income benefits to determine Your Monthly Benefit from this Certificate.

- Commissions or monies received, payable but deferred, or paid after Disability benefits start.

This includes:

- Vested and nonvested renewal commissions;
- Bonuses;
- Royalties; and
- Other distributions.
- Disability benefits from any mandated benefit act or law. This includes all temporary disability or state disability benefits required by law.
- Disability benefits from all group policies or plans of the Employer. This includes payments made by a group life insurance plan due to Your Disability. This does not include payments made from a group life insurance plan's:
 - Accelerated death benefit; or
 - Like provision that allows payment of such plan's proceeds due to terminal illness.
- Disability benefits from any other group policy or plan; but, if the other group plan was in force prior to this Certificate, and the other group plan also deducts for disability benefits from any other group plan, We will not deduct these other group disability benefits.
- Income from sick leave, salary continuance or paid time off, exclusive of vacation time accrued prior to Disability, but only to the extent that such income plus the amount of Your Gross Monthly Benefit is more than 100% of Your Indexed Insured Earnings. This applies whether such benefits are sponsored on a formal or informal basis. This includes:
 - Donated;
 - Lump sum; and
 - Recurrent payments of accrued sick leave benefits.

But, if You are working while Disabled, We will account for such income as described in Adjustment of Monthly Benefit for Disability Earnings.

- Income received from partnership distributions but only to the extent that such income plus the amount of Your Gross Monthly Benefit is more than 100% of Your Indexed Insured Earnings.
- Benefits from: The United States Social Security Act; The Railroad Retirement Act; or any other like U.S. or Canadian plan or act.

This includes:

- (a) All disability benefits for which: (i) You are entitled; and (ii) Your spouse and children are entitled due to Your Disability;
- (b) All unreduced retirement benefits for which: (i) You are entitled and awarded; and (ii) Your spouse and children are entitled and awarded due to Your entitlement; and
- (c) All reduced retirement benefits paid to: (i) You; and (ii) Your spouse and children due to Your receipt of such benefits.

We do not reduce Your Gross Monthly Benefit by the retirement benefits described in (b) and (c) above, to the extent that You and Your dependents were entitled and awarded such income prior to the start of Disability. We will reduce the Gross Monthly Benefit by marginal increases in such income You and Your dependents were entitled and awarded after Disability begins.

We will reduce Your Gross Monthly Benefit by Your dependents' benefits described in (a), (b) and (c) above if: (i) the dependents' benefits are provided to You by the Social Security Administration; (ii) at the time that the Social Security Administration makes its first payment of the dependent benefits described in (a), (b), and (c) above, the dependent child remains a minor dependent or an adult Disabled dependent, and (iii) the dependent benefits You are entitled to are greater than any dependent benefit being received by another person. Under these circumstances, We will reduce Your Gross Monthly Benefit by the difference between the amount the dependent was awarded under the prior recipient and the amount awarded the dependent under Your benefits.

We do not reduce Your Gross Monthly Benefit by the benefits to which You are entitled, as described in (a), (b), and (c) above unless such benefits are greater than any widow/widower benefit You are receiving. And then We reduce Your Gross Monthly Benefit by the difference.

- Income of the type that is included in Your Insured Earnings for purposes of determining Your Gross Monthly Benefit under this Certificate.
- That portion of Retirement Plan retirement benefits which the Employer funds.
- That portion of Retirement Plan disability benefits which the Employer funds.

- Retirement benefits or Retirement Plan disability benefits, due to Your Disability, from any Government Plan other than those shown above.
- Disability benefits from any:
 - No-Fault Motor Vehicle Coverage;
 - Motor vehicle financial responsibility act; or
 - Like law.
- Payment or settlement, with or without admission of liability, from: A Workers' Compensation law; an occupational disease law; or any other act or law of like intent.

This includes:

- The Jones' Act;
- The Longshoreman's and Harbor Workers' Compensation Act; or
- Any Maritime doctrine of Maintenance, Wages or Cure.

If You receive a payment net of attorney fees approved by the Workers' Compensation Board or similar authority, We reduce Our benefit by the net payment.

- Disability benefits from any third party when Your Disability is the result of the negligence or intentional tort liability of that third party.
- Unemployment compensation benefits.
- Payment from Your Employer as part of a termination or severance agreement.
- Payments from a paid leave, or a similar plan that pays for an approved leave, but only to the extent that such income plus the amount of Your Gross Monthly Benefit is more than 100% of Your Insured Earnings.

We reduce Your Gross Monthly Benefit with income shown above that You are entitled to receive without regard to the reason You are entitled to receive it.

Our right to reduce Your benefit by such income shall not be negated by a transfer of claim liability to a third party. Payment by such third party by law, settlement, judgment, waiver or otherwise shall not negate Our right.

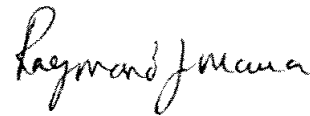
B401.3199

Other Income Not Subject To Deduction: We will not reduce Your Gross Monthly Benefit by any income You receive or are entitled to receive from the list below.

- Deferred compensation arrangements such as 401(k), 403(b) or 457 plans;
- Profit sharing plans;
- Thrift plans;
- Tax sheltered annuities;
- Stock ownership plans;

- Individual Retirement Accounts (IRA);
- Individual disability income policies;
- Credit disability insurance;
- Non qualified plans of deferred compensation;
- Pension plans for partners;
- Retirement plans of another Employer not affiliated with this Certificate;
- Military pension and disability plans;
- Critical Illness insurance, unless the benefit is paid out as a wage replacement benefit;
- Accident Insurance, unless the benefit is paid out as a wage replacement benefit;
- Specified Disease insurance, unless the benefit is paid out as a wage replacement benefit;
- Cancer insurance, unless the benefit is paid out as a wage replacement benefit.

The Guardian Life Insurance Company of America



Senior Vice President, Group and Worksite Markets

B401.3203

The following notice applies if your plan is governed by the Employee Retirement Income Security Act of 1974 and its amendments. This notice is not part of the Guardian plan of insurance or any employer funded benefits, not insured by Guardian.

STATEMENT OF ERISA RIGHTS

The Guardian Life Insurance Company of America
10 Hudson Yards
New York, New York 10001
(212) 598-8000

Your group Short Term and/or Long Term Disability Income benefits may be covered by the Employee Retirement Income Security Act of 1974 (ERISA). If so, you are entitled to certain rights and protections under 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.

**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 (see Claims Procedures below).

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 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.

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 Guardian Life Insurance Company of America (hereinafter referenced as Guardian).

Guardian is the Claims Fiduciary with discretionary authority to interpret and construe the terms of the Policy, the Certificate, the Schedule of Benefits, and any riders, or other documents or forms that may be attached to the Certificate or the Policy, and any other plan documents. Guardian has discretionary authority to determine eligibility for benefits and coverage under those documents. 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 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 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.

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**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 provisions in the Policy, Certificate, plan or other documents, on which the determination is based;
- A description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary;
- 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;
- A statement disclosing any internal rule, guideline, protocol or similar criterion relied on in making the adverse benefit determination (or a statement that such information will be provided free of charge upon request); or a statement that no internal rule, guideline, protocol or similar criterion was relied upon in making the adverse benefit determination;
- If applicable, an explanation of the basis of disagreement with or not following the views presented by you, of health care professionals who treated you and vocational professionals who evaluated you;
- If applicable, an explanation of the basis for disagreeing with or not following the views of any medical or vocational expert whose advice was obtained on our behalf in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the determination;

- If applicable, an explanation of the basis for disagreeing with or not following a disability determination made by the Social Security Administration that you present to us;
- A description of the plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on appeal, 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 relevant 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;
- 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.

In the event Guardian denies the appeal of an adverse benefit determination, it will:

- Provide the specific reason or reasons why the appeal was denied;
- Refer to the specific provisions in the Policy, Certificate, plan, or other documents on which the benefit determination is based;
- Provide a statement that the claimant is entitled to receive, upon request and free of charge, reasonably access to, and copies of all documents, records, and other information relevant to the claimant's claim for benefits;
- Provide a statement disclosing any internal rule, guideline, protocol or similar criterion relied on in making the adverse benefit determination (or a statement that such information will be provided free of charge upon request); or a statement that no internal rule, guideline, protocol or similar criterion was relied upon in making the adverse benefit determination;
- If applicable, provide an explanation of the basis of disagreement with or not following the views presented by you, of health care professionals who treated you, and vocational professionals who evaluated you;
- If applicable, provide an explanation of the basis for disagreeing with or not following the views of any medical or vocational expert whose advice was obtained on our behalf in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the determination;
- If applicable, provide an explanation of the basis for disagreeing with or not following a disability determination made by the Social Security Administration that you present to us;
- Provide a statement describing the claimant's right to bring a civil suit under Section 502(a) of the Employee Retirement Income Security Act of 1974 which shall also describe any applicable contractual limitations period that applies the claimant's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim, and;

- In the event the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, provide either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

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.

In addition to any legal rights you may have under section 502(a), if you believe that we have violated ERISA's procedural requirements, you may request that we review any claimed violation(s) and we will respond to you within ten days.

B997.0371

SUMMARY PLAN DESCRIPTION SUPPLEMENT TO CERTIFICATE

You participate in a single or multiple employer insured Welfare Plan. This supplement and your certificate of insurance together may constitute the Summary Plan Description as required by the Employee Retirement Income Security Act of 1974 (ERISA). This supplement should be retained with your certificate.

- **Name of Plan:**

ENSIGN ENERGY SERVICES, LLC Plan

- **Employer's Name:** (Plan Sponsor)

ENSIGN ENERGY SERVICES, LLC

Address: 15015 VICKERY DRIVE
HOUSTON TX 77032

Phone Number: 832-602-2795

- If you participate in a multiple employer insured Welfare Plan, you may obtain a complete list of the employers sponsoring the plan upon written request to the plan administrator. You may also receive information as to whether a particular employer is a plan sponsor, and if the employer is a plan sponsor, the sponsor's address.

- **IRS Employer Identification Number (EIN):** 841281167

- **Plan Number :** 501

- **Type of Administration:** contract administration

- **Plan Administrator:** (if other than Plan Sponsor)

ENSIGN ENERGY SERVICES, LLC

Address: 15015 VICKERY DRIVE
HOUSTON TX 77032

Phone Number: 832-602-2795

- **Agent for the Service of Legal Process:**

ENSIGN ENERGY SERVICES, LLC

Address: 15015 VICKERY DRIVE
HOUSTON TX 77032

Phone Number: 832-602-2795

(Legal process may also be served on the Plan Administrator.)

- If the plan is maintained pursuant to one or more collective bargaining agreements, the following information may be obtained by participants and beneficiaries upon written request to the plan administrator, and is available for examination by participants and beneficiaries: a copy of any such collective bargaining agreement; a complete list of the employers and employee organizations sponsoring the plan; and information as to whether a particular employer or employee organization is a sponsor of the plan, and if so, the sponsor's address. For the purpose of this paragraph, a plan is maintained pursuant to a collective bargaining agreement if such agreement controls any duties, rights or benefits under the plan, even though such agreement has been superseded in part for other purposes.
- **Date of End of Record Year:** January 1st .
- **Sources of Contribution:** Contributions to the plan are provided by:
 - the Employer
 - the Employee
 - Both the Employer and the Employee (assuming there are situations where both contribute).
- A class or classes of full-time employees are eligible to apply for insurance provided they have completed the service waiting period established by the employer, if any. Qualified dependents of these employees may also be eligible for insurance. (Your certificate provides details.)
- Participants and beneficiaries under this Plan can obtain, without charge, a copy of procedures governing qualified domestic relations order (QDRO) determinations from the plan administrator.
- **Termination/Amendment/Elimination:** Conditions may exist in the Group Policy where the plan sponsor or others have the authority to terminate the plan, amend or eliminate benefits under the plan. Please see the Plan Administrator for more information regarding these specific conditions and to request a copy of the Group Policy.
- **Assistance:** For information regarding rights under ERISA, contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

B055.0383