The number of this Policy and its Effective Date appear on the attached Application

NEW YORK DISABILITY BENEFITS POLICY

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

10 Hudson Yards, New York, NY 10001

DEFINITIONS

"We", "our", "us", means **The Guardian Life Insurance Company of America.**

"You", "your", means the Employer named on the application.

"Law" means the Disability Benefits Law of the State of New York.

"Chairman" means the Chairman of the Workers' Compensation Board.

"Disability" means the inability to work because of injury or sickness as defined in the Law.

INSURING AGREEMENT

Disability Benefits

This policy is issued in consideration of the payment of the premium and the statements in the application which is a part of the policy.

We agree to pay benefits in accordance with Section 204 of the Law or any amendments thereto.

Policy Period

This policy applies only to: 1) disability which starts during the policy period or; 2) as to an Insured Employee whose employment ends during the period disability which starts within four weeks after employment ends and prior to the first day after termination on which he/she does any work for pay or profit in employment for an employer who is a covered employer under the law other than you.

CONDITIONS

Premium Computation and Payments

The premium rates and due dates for this policy are shown in the application. We may change the rates as follows:

(1) On the effective date of any change in the Law which affects our liability; or

(2) As of the first anniversary date of this policy or at any time thereafter.

Records, Examinations and Audit

Your books and records which may have a bearing on the insurance under this policy shall be open to us for inspection. The books and records may be inspected at any reasonable time while this policy is in force and for three years thereafter.

Required Provisions

Notice to you or your knowledge of a disability of an Insured Employee will be considered Knowledge to us. Under the Law, your jurisdiction shall also be ours, We are subject to all orders and decisions made as to payment of benefits under the Law.

The chairman has the right to enforce in the name of the people of the State of New York our liability for payment of benefits under the Law. The payment of benefits by you or us will bar any recovery against the other for the amount paid.

Your bankruptcy or insolvency will not relieve us of any obligation under the Policy.

Benefits are payable in accord with and to the extent required by the Law, regardless of what this policy provides.

Notice of Disability, Claim, or Suit

You must give us immediate notice with full details of any claim made for disability benefits by an Insured Employee. Details must include time, place, circumstances and nature of the disability including name and address of the employee.

Changes and Endorsements

All agreements made by us are signed by our Second Vice president & Actuary, Group Insurance. No other person can change or waive any provisions of the policy. No changes in the policy will be valid unless we so endorse the policy.

Cancellation

We may cancel this policy at any time by furnishing you and the Chairman with written notice stating when, not less than 30 days thereafter, cancellation will be effective. We may cancel this policy for non payment of premium by furnishing you and the Chairman with written notice stating when, not less than 10 days thereafter, cancellation will be effective. If you obtain insurance with another carrier which becomes effective sooner, the cancellation date will instead be the effective date of the other coverage. You may cancel insurance under this policy with respect to one or more covered Employers by a written request to us not less than 40 days prior to any premium due date. Upon receipt of such a request, we shall effect such cancellation by exercising the cancellation privilege set forth above. The premium due date will be the date of cancellation shown in the notice. You will be liable to us for all unpaid premiums up to the date of cancellation.

Application

By accepting this policy you agree that the statements in the application are your agreements. They will be considered representations and not warranties.

Statutory Assessments

We will pay assessments as required under section 214 and 228 of the Law.

Special Provision Relating to Employee Contribution

Any excess contributions by employees in the premiums you pay us will be returned to you and must be used:

(1) for the sole benefit of employees; or

(2) otherwise disposed of in accordance with the Law.

Michael Prestileo,
Chief Strategy and Development Officer