
CERTIFICATE OF COVERAGE

The Guardian
7 Hanover Square
New York, New York 10004

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

Blanket Policy No.	Certificate No.	Effective Date
Issued To		

This certificate replaces any certificate previously issued under the above policy or under any other policy providing similar or identical benefits issued to the policyholder by The Guardian.

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

BSC214-98-C

B825.0003

GENERAL PROVISIONS

Definitions

As used in this certificate of coverage, the terms listed below are defined as follows. These terms are italicized when used in this certificate of coverage. Defined terms are specific to a particular insurance coverage as found within that coverage.

Policy means the Guardian *policy* of blanket insurance purchased by the *policyholder*. You have been issued a certificate of coverage under the *policy*.

Policyholder means THE UNIVERSITY OF TENNESSEE COLLEGE OF MEDICINE .

We, Us, Our And The Guardian means The Guardian Life Insurance Company.

You And Your means the insured student.

BSC214-98-DEF

B825.0005

Limitation of Authority

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

Incontestability

This *policy* 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 as determined by a court of competent jurisdiction, made by a person insured under this *policy* shall be used in contesting the validity of his or her insurance or in denying a claim for loss incurred, or for a *disability* which starts, after such insurance has been in force for two years during his or her lifetime.

If this *policy* replaces a policy the *policyholder* had with another insurer, we may rescind this *policy* based on misrepresentations made by the *policyholder* or a *student* in a signed application for up to two years from the effective date of this *policy*.

BSC214-98-LA

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ELIGIBILITY FOR COVERAGE

Student Coverage

Eligible Students To be eligible for student coverage under this *policy*, you must be: (a) an *active full-time student*, in good standing, engaged in the curriculum of THE UNIVERSITY OF TENNESSEE COLLEGE OF MEDICINE ; and (b) a member of, or eligible for membership in, the American Medical Association.

"Active full-time student" means you are: (a) carrying at least the minimum credit hour requirement designated by THE UNIVERSITY OF TENNESSEE COLLEGE OF MEDICINE as full-time; and (b) attending classes and performing other duties as required to maintain status as a student in good standing.

To remain eligible for coverage between school sessions, you must be scheduled to return to school, on a full-time basis, at the start of the next session.

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

If your active full-time enrollment ends before you meet any proof of insurability requirements that apply to you, you will still have to meet those requirements if you later return to active full-time enrollment.

When Your Coverage Starts Your coverage under this *policy* is scheduled to start on your effective date. But you must be: (a) actively enrolled as a full-time student; and (b) attending classes on a full-time basis on the scheduled effective date. And you must have met all of the applicable conditions explained above, and any applicable waiting period. If you are enrolled as a full-time student, but not attending classes on a full-time basis on the date your insurance is scheduled to start, we will postpone your coverage until the date you return to *active full-time student* status.

Sometimes, a scheduled effective date is not a regularly scheduled class day. But your coverage will start on that date if you were: (a) actively enrolled as a full-time student; and (b) attending classes on a full-time basis, on your last regularly scheduled class day.

When Your Coverage Ends Your coverage under this *policy* ends on the date your active full-time enrollment ends for any reason, except as explained below. Such reasons include *disability*, death and leave of absence.

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

Student Coverage (Cont.)

If you fail to pay your part of the cost of this *policy*, your coverage ends. It ends on the last day of the period for which you made the required payments, unless coverage ends earlier for other reasons.

Read this certificate of coverage carefully if your coverage ends. You may have the right to replace certain blanket insurance benefits with converted policies.

BSC214-98-DIEL

B825.0008

LONG TERM DISABILITY HIGHLIGHTS

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

- Elimination Period** For *disability* due to *injury* 90 days
 For *disability* due to *sickness* 90 days
- Gross Monthly Benefit** A disabled *student* is eligible for a benefit of \$1,500 per month, prior to any reduction for earnings.

Maximum Payment Period For *disability* starting before you reach age 60, the *maximum payment period* will last until the Social Security Retirement Age as shown in the following table:

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

For *disability* starting on or after you reach age 60, the *maximum payment period* will be determined according to the following table:

Age When Disability Starts	Maximum Payment Period
Under Age 60	To age 65
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 you reach the end of the *maximum payment period* from this table before you reach the Social Security Normal Retirement Age, we will extend your *maximum payment period* until you reach Social Security Normal Retirement Age.

Long Term Disability Highlights (Cont.)

Loan Payoff \$200,000 lifetime benefit
Maximum Benefit

Lump Sum Benefit \$5,000.00

Cost of Living Adjustment: 4%

Survivor's Benefit Six times the amount of the last *net monthly payment* you received.

B825.0029-R

LONG TERM DISABILITY INSURANCE

This insurance provides a monthly benefit if you are an eligible *student* and become disabled. What we pay and the terms for payment are explained below.

Claim Provisions

- Filing A Claim For Benefits** You must send us written notice of an *injury* or *sickness* for which you intend to file a long term disability claim within 30 days of the *injury* or start of the *sickness* for which a claim is being made. This notice should include your name, Social Security number and *policy* number.
- We will furnish you with claim forms for filing proof of *disability* within 15 days of our receipt of the initial notice of your intent to file a claim. The completed claim forms must be returned to us within a reasonable period of time. If we do not furnish the forms within the time stated, we will accept a written description of the *injury* or *sickness* that is the basis for the claim in place of our form. You must detail the nature and extent of the *disability* for which the claim is being made. If necessary to determine our liability, as part of proof of loss, we may require certification of the extent and nature of your *disability*, from all *doctors* who have treated you for the cause of your *disability*.
- We may require you to authorize release of medical and income data by the sources of such data, including the providers of medical and/or dental services. Any information not furnished or for which the release of authorization to obtain data is not obtained can result in suspension or delay of long term disability benefit payments until such information or authorization is received by us.
- Time Limit For The Filing Of A Claim** Any claim not filed within a reasonable period of time following the end of the *elimination period* will be denied and no long term disability benefits will be payable unless we receive written proof that you lacked the legal capacity to file the claim or that it was not reasonably possible for you to file the claim. In no event will benefits be payable for more than one year retroactively from the date the claim is filed.
- Continued Proof Of Disability** Additional proof will be required. Written proof of your continued *disability* and *doctor's* care must be provided to us within 30 days of each date we make such request.
- Payment Of Benefits** Benefits for the long term disability insurance are payable once every month, provided you continue to submit periodic written proof of loss and any current earnings as required by us. We pay all long term disability benefits to you, if legally competent. If you are not legally competent, we will pay all benefits to which you are entitled to the legal representative of your estate. We have the right to pay any benefits to which you are entitled which remain unpaid at your death to one of the following: (a) your estate; or (b) your spouse, parent, children or brother and sisters.

Claim Provisions (Cont.)

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

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

BSC214-98-LTD1

B825.0038

How This Policy Works

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

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

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

Failure to pass your regular student physical checkup does not constitute *disability* under this *policy*. Proof of *disability* will not be accepted from a *doctor* who is: (a) yourself; or (b) your spouse, parent, child, brother or sister.

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

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

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

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

How This Policy Works (Cont.)

The *elimination period* will be considered continuous if you resume status as an *active full-time student* for not more than 45 days during the *elimination period*. The *elimination period* will be extended by one day for each day you temporarily resume status as an *active full-time student*. This interruption of the *elimination period* will not apply if you become eligible under any other blanket or group long term disability policy.

BSC214-98-LTD2

B825.0045

Continued Payment Of This Policy's Net Monthly Payments

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

- (a) your continued *disability*; and
- (b) continued regular *doctor's* care appropriate to the cause of *disability*; and
- (c) any *current monthly earnings*.

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

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

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

When Disability Ends

Your *disability* ends on the earlier of: (a) the date we determine you are able to perform the requirements of a regular full-time student; or (b) after you have received 60 consecutive *net monthly payments*, the date we determine you are able to perform the major duties of any suitable occupation or employment.

When This Policy's Payments End

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

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

BSC214-98-LTD3

B825.0046-R

Maximum Payment Period

For *disability* starting before you reach age 60, the *maximum payment period* will last until the Social Security Retirement Age as shown in the following table:

Student's
Year of Birth

Social Security Normal
Retirement Age

How This Policy Works (Cont.)

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 *disability* starting on or after you reach age 60, the *maximum payment period* will be determined according to the following table:

Age When Disability Starts	Maximum Payment Period
Under Age 60	To age 65
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 you reach the end of the *maximum payment period* from this table before you reach the Social Security Normal Retirement Age, we will extend your *maximum payment period* until you reach Social Security Normal Retirement Age.

BSC214-98-LTD4

B825.0048-R

Recurring Disability

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

- (a) you resume regular full-time attendance as a student in good standing, right after a period of *disability* for which this *policy* has paid benefits;
- (b) your *disability* recurs less than six months after the end of the period for which you were last entitled to a monthly payment under this *policy*;
- (c) your later *disability* is due to the same *sickness* or *injury* that caused the earlier period of *disability*;
- (d) you do not become covered under any other group long term disability policy during the period you resume your status as a full-time student in good standing;
- (e) this *policy* does not terminate during the time you've resumed your status as an *active full-time student*; and

How This Policy Works (Cont.)

- (f) you remain covered under this *policy* and resume premium payment for the long term disability coverage during any time you are performing the requirements of an *active full-time student* in good standing.

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

If the later period of *disability*:

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

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

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

How Net Monthly Payments Are Computed

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

When we compute your *net monthly payments*, we first calculate your *gross monthly benefit*. Your *gross monthly benefit* is \$1,500.00.

BSC214-98-LTD5

B825.0051-R

Computing Net Monthly Your Payment From This Policy

Your *net monthly payment* is your *gross monthly benefit* reduced by 50% of any *current monthly earnings* you earn while disabled.

Minimum Net Monthly Payment

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

Payments For Partial Months

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

Waiver of Premium

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

How This Policy Works (Cont.)

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

Overpayments - Our Recovery Rights If we determine that we overpaid you, you must reimburse us in full. In addition, we have the right to stop paying benefits until the overpayment is satisfied. We have the right to recover overpayments made for any reason.

BSC214-98-LTD6

B825.0052-R

The Cost Of Living Benefit You are entitled to this *policy's cost of living benefit* from the first July 1:

- (a) which you are entitled to a *net monthly payment* from this *policy*;
- (b) that next follows, or coincides with, your entitlement to 12 consecutive *net monthly payments* from this *policy*.

The first *cost of living benefit* is computed by multiplying your most recent *net monthly payment* by the *cost of living factor* and rounding the result to the nearest dollar. Each later *cost of living benefit* is computed by multiplying the same *net monthly payment* on which the original *cost of living benefit* was based by the most recent *cost of living factor* and rounding the result to the nearest dollar.

We compute the factor each July 1, until the maximum number of *cost of living factor* computations are made. The maximum number of times that we compute a new *cost of living factor* is unlimited.

The annual *cost of living factor* is 4%.

Once you qualify for the *cost of living benefit*, it is paid monthly. The first *cost of living benefit* payment is added to the first *net monthly payment* to which you are entitled, after you qualify for the *cost of living benefit*. Later *cost of living benefit* payments are added to your most recent *net monthly payment*. The *net monthly benefit* payable and the *cost of living benefit* payable when the final *cost of living factor* computation is made remain payable for the duration of your *disability* and/or maximum benefit duration. This is contingent upon and subject to changes in *current monthly earnings*.

BSC214-98-COL

B825.0056-R

The Survivor's Benefit This *policy* pays a survivor's benefit if you:

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

The survivor benefit is 6 times the amount of the last *net monthly payment* you received.

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

How This Policy Works (Cont.)

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

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

BSC214-98-SB

B825.0058-R

Rehabilitation Benefits Under This Policy

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

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

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

The enhanced benefit will start on the later of:

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

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

- (a) the date you are no longer disabled under this *policy*;
- (b) the date you die;
- (c) the end of this *policy's maximum payment period*;
- (d) the date you violate any of the terms of the *rehabilitation agreement*;
- (e) the date you elect to end the rehabilitation program; or
- (f) the date the *rehabilitation agreement* expires.

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

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

BSC214-98-RE

B825.0060

How This Policy Works (Cont.)

Loan Payoff Benefit We provide a loan payoff benefit if you become *functionally disabled*, as defined by this *policy*. The loan payoff benefit is explained below. But what we pay is subject to all the terms of this *policy*.

To be eligible for a loan payoff benefit, you must meet all of the following conditions:

- (a) you must be disabled, according to the terms of this *policy*, and be entitled to receive *net monthly payments* under this *policy*;
- (b) you must meet the definition of *functional disability* for a period of 12 consecutive months; and
- (c) you must have an eligible loan(s).

Once we approve your proofs of *disability* and eligible loan(s), we start to repay your eligible loan(s). If the terms of an eligible loan change after the onset of *disability*, loan payoff benefit payments will be based on the lesser of the loan repayment requirements. We have the right to repay eligible loan(s) in installments. Payments will be made to the *financial lending institution* that made the loans.

To be eligible for payoff (an "**eligible loan**"), a loan:

- (1) must have been made to you by a *financial lending institution*;
- (2) must have been made to cover educational expenses for college and/or medical or dental school, including tuition, fees, textbooks, and equipment;
- (3) must have been made prior to the onset of *disability*;
- (4) must have been made prior to the date you graduated from medical or dental school; and
- (5) must not be a loan which you are not required to repay.

You must provide proof of eligible debt.

Loan payoff benefits end on the earliest of:

- (a) the date you are no longer *functionally disabled*;
- (b) the date you fail to provide continued proof of *disability* as required by this *policy*;
- (c) the date you are no longer entitled to monthly payments from this *policy*;
- (d) the end of the *maximum payment period*, as shown in the Long Term Disability Highlights; or
- (e) the date the maximum loan payoff benefit, as shown in the Long Term Disability Highlights, is reached.

BSC214-98-LOAN

B825.0061

Lump Sum Benefit We provide a lump sum benefit if you become *functionally disabled*, as defined by this *policy*. The lump sum benefit is explained below. But what we pay is subject to all the terms of this *policy*.

How This Policy Works (Cont.)

- When And How We Pay The Lump Sum Benefit** To be eligible for the lump sum benefit, you must meet all of the following conditions:
- (a) you must be disabled, according to the terms of this *policy*, and be entitled to receive *net monthly payments* under this *policy*; and
 - (b) you must meet the definition of *functional disability* for a period of 12 consecutive months.

Once we approve your proofs of *disability*, we pay you the lump sum benefit.

BSC214-98-LUMP

B825.0063

Special Limitations

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

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

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

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

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

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

BSC214-98-MN

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Special Limitations (Cont.)

Pre-Existing Conditions A pre-existing condition is a *sickness* or *injury*, including all related conditions and complications, for which, in the 3 months before your insurance under this *policy* starts, you:

(a) receive advice or treatment from a *doctor*; take prescribed drugs; or receive other medical care or treatment, including consultation with a *doctor*; or (b) exhibit symptoms which would cause an ordinarily prudent person to seek medical advice, diagnosis, care or treatment.

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

We do not pay benefits for *disability* caused by such a condition, unless it starts after you resume status as an *active full-time student* for at least one full day after the date you are insured under this *policy* for 12 consecutive months.

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

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

The pre-existing limitation will be waived if you: (a) are an *active full-time student* on the effective date of this *policy*; and (b) have fulfilled the requirement of any pre-existing condition exclusion or limitation of the old policy.

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

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

BSC214-98-PX

B825.0072

Exclusions

- We do not cover any period of *disability* caused, directly or indirectly, by: (a) declared or undeclared war or act of war or armed aggression; (b) your service in the armed forces, National Guard, or military reserves of any state or country; (c) your taking part in a riot or other civil disorder; (d) your commission of, or attempt to commit, a felony; (e) your unlawful use or threat of force on another person without his or her consent; (f) intentional self-injury or attempted suicide while sane or insane; (g) job related or on-the-job *injury*; or (h) conditions for which benefits are payable by Workers' Compensation or like laws.

Exclusions (Cont.)

- We do not pay benefits for any period during which you are confined to any facility as a result of your conviction of a crime or public offense.
- We do not pay benefits for any period during which you are not under the regular care and treatment of a *doctor*.
- We do not pay benefits for any period of *disability* which starts before you are insured by this *policy*.

In addition, no benefit will be payable for any period during which your loss of status as a regular full-time student is not solely due to your *disability*.

BSC214-98-EX

B825.0077

Converting Your Blanket Long Term Disability Insurance

Eligibility For Conversion Your long term disability insurance ends if your status as an *active full-time student* ends. If this happens, subject to the conditions below, you may obtain a converted disability income policy if you have been insured under this *policy* (or a prior policy held by THE UNIVERSITY OF TENNESSEE COLLEGE OF MEDICINE , which this *policy* replaced) for at least 12 consecutive months prior to the date your blanket coverage ends.

But you cannot convert if your blanket long term disability insurance ends due to: (a) the end of blanket coverage for all *students* or the class of which you were a *student*; (b) your failure to make a required contribution; (c) your change to a class of *students* which is not eligible for blanket long term disability coverage; or (d) you end your status as an *active full-time student* prior to graduation.

And you will not be able to convert if you: (a) become eligible for long term disability coverage under another blanket or group policy within 31 days after the date on which your coverage under this *policy* ends; or (b) have other insurance which would result in overinsurance by our standards; or (c) are disabled under the terms of this blanket long term disability policy.

To Obtain A Converted Policy You must apply to us in writing and pay any required premium to obtain a converted disability income policy. You must do this within 31 days of the date on which your long term disability coverage ends. If you fail to apply to us in writing and pay any required premium within 31 days of the date your blanket long term disability coverage ends, you are no longer eligible to obtain a converted disability income policy.

The Converted Policy The converted disability income policy will be renewable and will comply with the laws of the state in which you live when you apply. There is no proof of insurability required to obtain a converted long term disability income policy.

Converting Your Blanket Long Term Disability Insurance (Cont.)

The converted policy will not provide the same benefits as your long term disability coverage. The benefit periods and levels of coverage of the converted policy may be more limited than those of this blanket long term disability benefits *policy*.

The premium for the converted policy will be based on: (a) the policy for which you are eligible; (b) the risk and rate class to which you belong; and (c) your attained age. Your converted policy starts on the date your blanket long term disability coverage ends.

BSC214-98-C1

B825.0078

Definitions

In this section, we define the italicized terms found in this long term disability coverage.

Active Full-Time Student means the *student* is: (a) carrying at least the minimum credit hour requirement designated by THE UNIVERSITY OF TENNESSEE COLLEGE OF MEDICINE as full-time; and (b) attending classes and performing other duties as required to maintain status as a student in good standing. To remain eligible for coverage between school sessions, the *student* must be scheduled to return to school, on a full-time basis, at the start of the next session. If a *student's* active full-time enrollment ends before he or she meets any proof of insurability requirements that apply to him or her, the *student* will still have to meet those requirements if he or she later returns to active full-time enrollment.

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

Cost Of Living Factor means the factor used when this *policy's cost of living benefit* is computed. Read "The Cost of Living Benefit" for details.

Current Monthly Earnings are the exact amount of monthly earnings a *student* earns from working while disabled. A *student's current monthly earnings* are used in determining his or her *net monthly payment*.

BSC214-98-D1

B825.0080

Disability means either total or partial *disability* as defined below:

Definitions (Cont.)

- (1) For the first 60 months for which this *policy* pays benefits:
 - (a) "total disability" means: (i) *you* are completely unable to attend THE UNIVERSITY OF TENNESSEE COLLEGE OF MEDICINE or a similar institution on a regular basis and maintain *your* status as a *student* in good standing, due to *sickness* or *injury*; and (ii) *you* are not engaged in any work for which *you* are suited by reason of education, training or experience.
 - (b) "partial disability" means, *you* remain completely unable to attend THE UNIVERSITY OF TENNESSEE COLLEGE OF MEDICINE or a similar institution on a regular basis and maintain *your* status as a *student* in good standing, due to *sickness* or *injury*; but *you* are engaged in any occupation on a part-time basis.
- (2) After this policy has paid benefits for 60 consecutive months, the definition of *disability* changes. For the duration of *disability*:
 - (a) "total disability" means: (i) *you* are completely unable to attend THE UNIVERSITY OF TENNESSEE COLLEGE OF MEDICINE or a similar institution on a regular basis and maintain *your* status as a *student* in good standing; and (ii) *you* are completely unable to perform on a full-time basis the major duties of any occupation or employment for which *you* are, or could become, qualified by education, training, or experience; and (iii) *you* are not engaged in any work for which *you* are suited by reason of education, training or experience.
 - (b) "partial disability" means, *you* are: (i) completely unable to attend THE UNIVERSITY OF TENNESSEE COLLEGE OF MEDICINE or a similar institution on a regular basis and maintain *your* status as a *student* in good standing; and (ii) completely unable to perform on a full-time basis the major duties of any occupation or employment for which *you* are, or could become, qualified by education, training, or experience; but (iii) *you* are engaged in any occupation on a part-time basis. *You* will not be considered *disabled* under this policy if *you* are not under the regular care and treatment of a *doctor*.

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

BSC214-98-D2-TN

B825.0221-R

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

Elimination Period means the period of time the *student* must be continuously disabled before long term disability benefits are payable. It is shown in the schedule. Any days of *disability* which result from a *disability* for which this *policy* does not pay benefits will not count toward the *elimination period*. Any days during which the *student* is not disabled will not count toward the *elimination period*.

The *elimination period* will be considered continuous if the disabled *student* resumes status as an *active full-time student* for not more than 45 days during the *elimination period*. The *elimination period* will be extended by one day for each day the *student* temporarily resumes status as an *active full-time student*. This interruption of the *elimination period* will not apply to any *student* who becomes eligible under any other group or blanket long term disability policy.

Financial Lending Institutions means an organization duly chartered and licensed by the state or federal government and regularly engaged in the lending of funds.

BSC214-98-D3

B825.0101

Functional Disability means that, due to *sickness* or *injury*, an eligible *student*:

- (a) is physically unable to perform 2 or more Activities of Daily Living without continuous physical assistance; or
- (b) is cognitively impaired and requires verbal cueing to protect himself or herself or others.

Activities of Daily Living means:

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

"Cognitively impaired" means a person has suffered a deterioration or loss in intellectual capacity. Such loss may result from *injury*, *sickness*, Alzheimer's disease or similar forms of senility or irreversible dementia, and is documented by clinical evidence and standardized tests that reliably measure impairment 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.

In no event will the *student* be considered *functionally disabled* before he or she has met the above criteria for 12 consecutive months.

Gross Monthly Benefit means this *policy's* monthly benefit before it is reduced by any *current monthly earnings*.

Definitions (Cont.)

Injury	means: (a) all bodily <i>injury</i> due to an accident that occurs, independent of all other causes, while you are insured by this <i>policy</i> ; and (b) all complications thereof. <i>Disability</i> will be considered caused by an <i>injury</i> only if that <i>disability</i> : (a) is directly caused by the <i>injury</i> ; and (b) begins within 90 days of the date of such <i>injury</i> .
Maximum Payment Period	means the longest period that benefits are paid by this <i>policy</i> for continuous <i>disability</i> .
Net Monthly Payment	means this <i>policy's</i> <i>gross monthly benefit</i> less any reduction by <i>current monthly earnings</i> . See "How We Compute Net Monthly Payments" for details. BSC214-98-D4 B825.0103
Rehabilitation Agreement	means a signed, written agreement between you and The Guardian. It outlines a program of vocational rehabilitation in which you agree to participate. The program outlined in the <i>rehabilitation agreement</i> is designed to return you to gainful work.
Rehabilitation Specialist	means a designated employee or representative of The Guardian who is trained in vocational rehabilitation.
Sickness	means: (a) any illness or disease; (b) all related conditions; and (c) all complications and recurrences thereof. This <i>policy</i> treats pregnancy like a <i>sickness</i> .
Student	means a <i>student</i> who is insured by this <i>policy</i> . BSC214-98-D5 B825.0105