



THE UNIVERSITY OF TENNESSEE COLLEGE OF MEDICINE  
CLASS 0001  
LTD

**The Guardian Blanket  
Insurance Plan**

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**YOUR BENEFITS**



**The Guardian Life Insurance Company of America**

10 Hudson Yards  
New York, New York 10001  
(212) 598-8000  
[www.GuardianAnytime.com](http://www.GuardianAnytime.com)

If Your Group Certificate includes any of the following coverages: Guardian Insured: Group Accident, Group Cancer, Group Critical Illness, Group Hospital Indemnity, Group Dental or Group Vision, the following consumer complaint notice is applicable. (Employer Funded Coverages, if any, are excluded from this Rider.)

**New Mexico Residents**  
**Consumer Complaint Notice**

**If You are a resident of New Mexico, Your coverage will be administered in accordance with the minimum applicable standards of New Mexico law. If You have concerns regarding a claim, premium, or other matters relating to this coverage, You may file a complaint with the New Mexico Office of Superintendent of Insurance (OSI) using the complaint form available on the OSI website and found at:**

**<http://www.osi.stat.nm.us/ConsumerAssistance/index.aspx>**

CCN-2019-NM

B999.0042



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**CERTIFICATE OF COVERAGE**

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**The Guardian Life Insurance Company of America**

10 Hudson Yards  
New York, New York 10001  
(212) 598-8000  
[www.GuardianAnytime.com](http://www.GuardianAnytime.com)

The Blanket Student Disability Insurance Coverage described in this *certificate* is attached to the group *policy* effective September 1, 2012.

**BLANKET STUDENT LONG TERM DISABILITY INSURANCE**

Guardian certifies that the *student* 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 *student* 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 *student* under this *certificate*; (c) be up to date on premium payments; i.e., all required premium payments must have been made by or on behalf of the *student*; and (d) satisfy any necessary proof of insurability requirements.

The *student* 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.

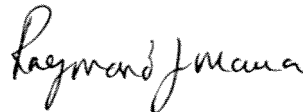
**Policyholder:** THE UNIVERSITY OF TENNESSEE COLLEGE OF MEDICINE

**Group Policy Number:** 00480773

**The Guardian** Life Insurance Company of America



Harris Oliner, Senior Vice President,  
Corporate Secretary



Raymond Marra, Senior Vice President,  
Group and Worksite Markets

**Right To Cancel:** This *certificate* may be returned to *us* for any reason within 10 days of its receipt. It can be returned in person or by first class mail to *our* administrative office. At the time of such delivery or mailing, the *certificate* will be deemed void from its effective date. Any premium paid will be refunded to *you*.

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## GENERAL PROVISIONS

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### Applicable Benefits

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This *certificate* may include multiple benefit options and types of benefits. A *student* will only be covered for benefits if:

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

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### Limitation of Authority

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No person, except by a writing signed by the President, Vice President, or a Secretary of *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 *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.

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

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### Incontestability

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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 as determined by a court of competent jurisdiction, made by a person insured under this *certificate* 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.

*We* may rescind this *certificate* 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 *certificate*.

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 the *policyholder* or *us*.

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## ELIGIBILITY FOR LONG TERM DISABILITY COVERAGE - STUDENT COVERAGE

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### Eligible Students

To be eligible for *student* coverage under this *certificate*, you must be an *active full-time student*, in good standing, enrolled in the curriculum of THE UNIVERSITY OF TENNESSEE COLLEGE OF MEDICINE .

*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 THE UNIVERSITY OF TENNESSEE COLLEGE OF MEDICINE , on a *full-time* basis, at the start of the next session.

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### Other Conditions

If you must pay part of the cost of *student* coverage, we won't insure you until you enroll for coverage under this *certificate* 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 *certificate* until we approve that proof in writing.

If your *active full-time student* 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 student* enrollment.

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### When Your Coverage Starts

Your coverage under this *certificate* is scheduled to start on your effective date. But you must be: (a) enrolled as an *active 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 an *active full-time student*, but you are 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) enrolled as an *active full-time student*; and (b) attending classes on a *full-time* basis, on your last regularly scheduled class day.

## When Your Coverage Ends

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Your coverage under this *certificate* ends on the date *your active full-time student* enrollment ends for any reason, except as explained below. Such reasons include 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 *certificate*, or when the *policy* ends for all *students*. And it ends when the *policy* is changed so that benefits for the class of *students* to which *you* belong ends.

If *you* fail to pay *your* part of the cost of this *certificate*, *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.

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## LONG TERM DISABILITY INSURANCE

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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.

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### CLAIM PROVISIONS

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#### Filing A Claim For Benefits

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*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 90 days of the loss. 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*. Under no circumstances will *we* pay benefits if written proof of *disability* is delayed for more than one year, unless *your* ability to provide proof of *disability* is because *you* are not legally competent or *you* lack legal capacity.

*We* may require *you* to authorize the 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*.

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#### Continued Proof of Disability

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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.

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## **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 *you* are 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 brothers and sisters.

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## **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. *We* will pay for all such examinations.

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## **Legal Actions**

*You* cannot bring a legal action against this certificate until 60 days from the date *you* file proof of loss. And *you* cannot bring legal action against this certificate after three years from the date of the final benefit determination.

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## HOW THIS CERTIFICATE WORKS

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### When and How Monthly Payments Start

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To start getting monthly payments under this *certificate*, you must meet all of the following conditions:

- You must: (a) become disabled while insured by this *certificate*, and (b) stay both disabled and insured by this *certificate* 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 existed before, or occurs during, the period you are disabled under the *certificate*.
- You must submit acceptable written proof of: (a) your *disability*; and (b) any *current monthly earnings*.

We will determine when you meet the above conditions.

Failure to pass your regular *student* physical checkup does not constitute *disability* under this *certificate*. 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 proof 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*.

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### The Elimination Period

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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 *certificate* does not pay benefits will not count toward the *elimination period*. Any days during which you are not disabled will not count toward the *elimination period*.

The *elimination period* will be considered continuous if you 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.

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## **Continued Payment of Net Monthly Payments**

To continue to be entitled to *net monthly payments* under this *certificate*, 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 require *you* to be re-examined by a *doctor* or medical professional of *our* choosing as often as necessary to confirm *your* continued *disability*. *Your net monthly payments* under this *certificate* 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 *certificate* will be subject to all the terms of the *policy*.

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## **When Disability Ends**

*Your disability* ends on the earliest of the date: (a) 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 occupation or employment for which *you* are qualified by education, training or experience.

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## **When Payments End**

This *certificate'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 examination we require;
- f) the date *you* are no longer under the regular and continuing care of a *doctor*;
- g) the date benefits end in accordance with any rehabilitation provision of this *certificate*.

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## Recurring Disability

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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 *certificate*, 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, immediately after a period of *disability* for which this *certificate* 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 *certificate*;
- 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 time *you* resumed *your* status as a full-time *student* in good standing;
- e) this *certificate* does not terminate during the time *you* have resumed *your* status as an *active full-time student*; and
- f) *you* remain covered under this *certificate* 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 *certificate* for the later *disability*. It also means that if, during any period of time *you* are receiving benefits under this *certificate*, or during the time *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 *certificate* 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 *certificate* 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 *certificate*, or
- c) begins after the date this *certificate* 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 *certificate* for *disability* before benefits will be payable for a recurring *disability*.



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## How Net Monthly Payments are Computed

Your *net monthly payment* under this *certificate* 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 *certificate*, 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*:

- If your *disability* begins during your first or second year of medical or dental school, your *gross monthly benefit* is \$1,500.
- If your *disability* begins during the third or fourth year of medical or dental school, your *gross monthly benefit* is \$2,000.

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## Your Net Monthly Payment From This Certificate

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

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## Minimum Net Monthly Payment

This *certificate's* minimum *net monthly payment* is \$100.

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## Payments for Partial Months

When *disability* lasts part of a month, we pay 1/30 of the *net monthly payment* 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.

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## 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 *certificate*.

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## If The 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 the *policy*.

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## 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. If the overpayment is due to our error, this right to recovery will not be exercised after 18 months of the date the overpayment was made. Overpayments due to fraud, material misstatements, or retroactive awards of other income with which this certificate integrates, if any, will not be subject to the 18 month recovery limit.

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## Rehabilitation Benefits Under This Certificate

If you are disabled under this certificate and meet selection criteria as established by 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 certificate. This includes during this certificate's elimination period.

The exact terms of the rehabilitation agreement may be different for each student, but all agreements will set forth a program 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 certificate.

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 certificate;
- (b) the date you die;
- (c) the end of this certificate'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 *Guardian*, *You* may be required to repay any benefits paid to *you* that are in excess of what this *certificate* 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 a *Guardian rehabilitation specialist*.

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## THE COST OF LIVING BENEFIT

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You are entitled to this *certificate's cost of living benefit* from the first July 1:

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

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, if any, 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* or *maximum benefit duration*, whichever comes first. This is contingent upon and subject to changes in *current monthly earnings*.

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## THE SURVIVOR'S BENEFIT

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This *certificate* pays a survivor's benefit if *you*:

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

The survivor's 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.

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

We pay this benefit to *your* estate if there is no living spouse or eligible children.

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## LOAN PAYOFF BENEFIT

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We provide a loan payoff benefit if *you* become *functionally disabled* as defined by this *certificate*. The loan payoff benefit is explained below. What we pay is subject to all the terms of the *policy*.

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

- (a) *you* must be *disabled*, according to the terms of this *certificate*, and be entitled to receive *net monthly payments* under this *certificate*;
- (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* proof 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 previous and new 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 loan(s).

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 *certificate*;
- (c) the date *you* are no longer entitled to monthly payments from this *certificate*;
- (d) the end of the maximum payment period, as shown in the Long Term Disability Schedule of Benefits; or
- (e) the date the loan payoff maximum benefit, as shown in the Long Term Disability Schedule of Benefits, is reached.

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## LUMP SUM BENEFIT

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We provide a lump sum benefit if *you* become *functionally disabled* as defined by this *certificate*. The lump sum benefit is explained below. What we pay is subject to all the terms of the *policy*.

To be eligible for the lump sum benefit, *you* must meet all the following conditions:

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

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

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## LIMITATIONS

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### Mental or Emotional Conditions, Alcohol Abuse and Drug Abuse

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If *you* are *disabled*, as defined by this *certificate*, by a mental or emotional condition, alcohol abuse or drug abuse, *we* limit the duration of this *certificate's* benefits. For the long term *disability* income coverage of this *certificate*, a mental or emotional condition will include 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 day(s), *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*.

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## Pre-Existing Conditions

A pre-existing condition is a *sickness* or *injury*, whether diagnosed or misdiagnosed, and any symptoms of it, for which, in the "look back period", *you*:

- (a) received advice or treatment from a *doctor*;
- (b) underwent diagnostic procedures other than routine screening in the absence of symptoms or suspicion of disease process by a *doctor*;
- (c) were prescribed or took prescription drugs; or
- (d) received other medical care or treatment, including consulting with a *doctor*.

The "look back period" is the 3 months before the latest of:

- (a) *your* eligibility date for coverage under this *certificate*;
- (b) the effective date of a change that increases the benefits payable by this *certificate*; or
- (c) 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* resume status as an *active full-time student* for at least one full day 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) a change which provides for an increase in the benefits payable by this *certificate*; or
- (b) 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. This limit does not apply if *your disability* starts after the date the change has been in force for 12 months.

*We* do not cover any *disability* that starts before *your* eligibility date for coverage under this *certificate*.

**Prior Coverage Credit:** If the policy replaces a similar *disability* income replacement plan name of the medical or dental school had with another insurer, the pre-existing condition provision may not apply to *you*, if coverage under the policy starts immediately after the termination of coverage under the prior *disability* income replacement plan.

The pre-existing condition provision will be waived for *you* if *you*:

- (a) are an *active full-time student* on *your* eligibility date for coverage under this *certificate*; and

- (b) have fulfilled the requirements of any pre-existing condition provision of the prior plan provided by THE UNIVERSITY OF TENNESSEE COLLEGE OF MEDICINE .

*You* may have been covered under the prior plan when it ended, but had 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:

- (a) enroll for coverage under this *certificate* on or before this *certificate's* effective date; and
- (b) be an *active full-time student* on *your* eligibility date for coverage under this *certificate*.

But, *we* limit *your gross monthly benefit* under this *certificate* if:

- (a) it is more than the *gross monthly benefit* for which *you* were covered under the prior plan provided by THE UNIVERSITY OF TENNESSEE COLLEGE OF MEDICINE ;
- (b) *you* become disabled due to a pre-existing condition; and
- (c) this *certificate* pays benefits for such *disability* because *we* credit time as explained above.

In this case, *we* limit the *gross 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.

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## EXCLUSIONS

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We do not cover any period of *disability* caused, directly or indirectly, by:

- war or act of war (whether declared or undeclared) or armed aggression;
- service in the armed forces, National Guard, or military reserves of any state or country;
- *your* taking place in a riot or civil disorder;
- *your* commission of or attempt to commit a felony. A felony means: (1) a crime as defined as such under the laws in the jurisdiction in which the crime was committed or attempted; or (2) in states where the law does not define crimes in terms of felonies and misdemeanors, a 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 (3) a crime as defined as such under federal law;
- intentional self-inflicted injuries or attempted suicide, while sane or insane; or
- job related or on the job *injury*; or
- conditions for which benefits are payable by Workers' Compensation or like laws.

We do not pay benefits for any period during which *you* are confined to any facility as a result of *your* conviction.

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 *certificate*.

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

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## CONVERTING YOUR BLANKET LONG TERM DISABILITY INSURANCE

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### Eligibility for Conversion

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When coverage under this blanket long term *disability policy* ends, *you* may obtain a converted individual *disability* income policy if *you*: (a) are not totally or partially disabled under the terms of this *policy*; (b) have been covered under this *policy* (and/or a prior blanket or group *disability* income policy which this *policy* replaced) for at least 12 consecutive months immediately prior to the date group coverage ends; (c) have successfully completed the student program in which *you* were enrolled; and (d) apply in writing to Guardian within 31 days after the date on which *your* blanket coverage ends.

*You* will not be eligible for a converted individual *disability* income policy if coverage under the blanket long term *disability policy* ends because: (a) *you* fail to make a required contribution; (b) *you* change to a class not eligible under this *policy*; (c) *you* fail to complete the student program under which *you* were enrolled; (d) *you* retire; or (e) coverage ends for all students or all students in a class under this *policy*.

*You* do not have to provide proof of insurability to obtain the converted individual *disability* income policy but may be subject to other underwriting criteria. *You* must provide details concerning other *disability* insurance in force or applied for, or for which *you* would become eligible under another policy within 31 days after the date that this blanket coverage ends. Guardian will not issue a converted *disability* income policy if such policy would result in *your* being over-insured according to our standards.

*You* must apply to us in writing and pay any required premium to obtain a converted individual *disability* income policy. *You* must do this within 31 days of the date *your* blanket 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 individual *disability* income policy.

The converted individual *disability* income policy, if issued, will be effective as of the date on which *your* coverage under this *policy* ends. The benefits, terms and conditions of the converted individual *disability* income policy will be those of the policy in use for such purpose in the state where *you* then live. These may differ from the benefits, terms and conditions of this blanket long term *disability policy*. The premiums for the converted individual *disability* income policy will be those in effect for that policy for *your* age and class of risk on the date the policy is issued.

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## DEFINITIONS

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

**"Active full-time student"** means a *student* who 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 student* enrollment.

**"CPI-W"** 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.

**"Certificate"** means this Certificate of Coverage, including the Schedule of Benefits and any riders and enrollment forms that may be attached to this certificate.

**"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.

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**"Disability"** and **"Disabled"** mean either total or partial *disability* as defined below:

- (1) For the first 60 months for which this *certificate* 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 gainful any work.
  - (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 gainful occupation on a part-time basis.
- (2) After this *certificate* 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 gainful occupation or employment for which *you* are, or could become, qualified by education, training, or experience; and (iii) *you* are not engaged in any gainful work for wage or profit.
- (b) "Partial disability" means we determine that *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 gainful occupation or employment for which *you* are, or could become, qualified by education, training, or experience; but (iii) *you* are engaged in any gainful occupation on a part-time basis.

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

*You* will not be considered disabled under this *certificate* 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*.

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**"Doctor"** means any medical practitioner we are 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 *certificate* 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 Institution"** means an organization duly chartered and licensed by the state or federal government and regularly engaged in the lending of funds.

B825.0408

**"Functional Disability"** and **"Functionally Disabled"** mean 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 *certificate's* monthly benefit before it is reduced by any *current monthly earnings*.

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

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

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

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**"Policy"** means the Blanket Student Long Term Disability Insurance described in the *policy* and this *certificate*.

**"Policyholder"** means THE UNIVERSITY OF TENNESSEE COLLEGE OF MEDICINE .

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

**"Rehabilitation Specialist"** means a designated employee or representative of *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 *certificate* treats pregnancy like a sickness.

**"Student"** means a person enrolled in the curriculum of THE UNIVERSITY OF TENNESSEE COLLEGE OF MEDICINE who is insured by this *certificate*.

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

**"You and your"** means a *student* who is insured by this *certificate*.

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## LONG TERM DISABILITY SCHEDULE OF BENEFITS

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This page provides a quick guide to some of the Long Term Disability certificate features about which people most often want to know. But it is not a complete description of the Long Term Disability certificate. Read the preceding 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** For a disability which begins during the first two years of medical or dental school, you are eligible for a benefit of \$1,500 per month, prior to any reduction for earnings.

For a disability which begins during the third year or fourth year of medical or dental school, you are eligible for a benefit of \$2,000 per month, prior to any reduction for earnings.

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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:

<b>Student's Year of Birth</b>	<b>Social Security Normal Retirement Age</b>
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 table which follows:

<b>Age When Disability Starts</b>	<b>Maximum Payment Period</b>
60	5.00 years (range 5-7 years)
61	4.00 years (range 4-6 years)
62	3.50 years (range 3.5-5.5 years)
63	3.00 years (range 3-5 years)
64	2.50 years (range 2.5-4.5 years)
65	2.00 years (range 2-4 years)
66	1.75 years (range 1.75-3.75 years)
67	1.50 years (range 1.25-3.5 years)
68	1.25 years (range 1.25-3.25 years)
69 or over	1.00 year (range 1-3 years)

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.

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**Lump Sum Benefit** \$5,000 lifetime benefit

**Loan Payoff Benefit** \$200,000 lifetime benefit

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 Guardian