



Guardian Financial Representative Disclosure

Your financial representative is committed to working in your best interests. He or she has a contract with The Guardian Life Insurance Company of America (Guardian Life) and receives compensation for the sale and servicing of life insurance and annuities issued by or sold through Guardian Life and its subsidiaries, including The Guardian Insurance & Annuity Company, Inc., Park Avenue Securities LLC (PAS) and Innovative Underwriters (collectively, Guardian). That contract also entitles the financial representative to receive certain health, welfare and retirement benefits as well as the eligibility to receive awards and recognition, provided by Guardian Life, after the agent reaches a certain sales level of products issued by or sold through Guardian.

As a result of his or her contractual relationship with Guardian Life, your financial representative primarily recommends life insurance policies and annuity contracts that are issued by or sold through Guardian, although he or she is also able to recommend products issued by other insurance companies. In certain situations, your financial representative will recommend a life insurance policy or an annuity contract issued by another insurance company when he or she has determined that one or more of the following circumstances exist:

- Guardian does not issue a life insurance policy or annuity contract that meets your needs or objectives;
- After reviewing the products that are issued by Guardian, your financial representative believes that a life insurance policy or annuity contract that he or she considers to be in your best interest is not issued by Guardian; and/or
- The underwriting offer from Guardian Life is not favorable to you.

If your financial representative holds a securities license in addition to an insurance or annuity license, he or she may be able to recommend securities-based financial products, such as variable life insurance and variable annuities in addition to term life insurance, whole life insurance, universal life insurance and fixed annuities. He or she is permitted to recommend securities-based financial products available through PAS, which is a registered broker dealer that is an indirect, wholly-owned subsidiary of Guardian Life. PAS offers a limited platform of financial products, including certain variable life insurance and variable annuities issued by Guardian as well as certain variable products issued by other insurance companies. If you have questions about your financial representative's licensing status, please discuss those questions with your financial representative.

**Customer Service Office**

6255 Sterner's Way

Bethlehem, PA

18017-9464

1-888-482-7342

☐ **The Guardian Life Insurance Company of America**☐ **The Guardian Insurance & Annuity Company, Inc.**

(Please check appropriate company. In this form, "the Company" is the insurer checked above.)

TERM CONVERSION/EXCHANGE EXPRESS APPLICATION

1. <u>INSURED'S FIRST NAME</u>	<u>MIDDLE INITIAL</u>	<u>INSURED'S LAST NAME</u>

2. Insured's Date of Birth: _____
mm/dd/yyyy

3. Is the insured currently totally disabled as defined in the Waiver of Premium Rider? ☐ Yes ☐ No
If Yes, give details: _____

4. <u>EXISTING POLICY NUMBER BEING CONVERTED/EXCHANGED</u>	(Check one): <input type="checkbox"/> Full Conversion <input type="checkbox"/> Partial Conversion If partial conversion, indicate disposition of any remaining term or other coverage not being converted/exchanged (check one) <input type="checkbox"/> Remain in force <input type="checkbox"/> Terminated (Any remaining coverage is subject to meeting Company minimum amounts)
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5. **New Policy**

(a) Plan _____

(b) Amount \$ _____

(c) The policy will have the same riders (except the Guaranteed Insurability Option rider) as the converted Term coverage unless you indicate otherwise.
Discontinue: ☐ Waiver of Premium ☐ Accidental Death Benefit

(d) Dividend Option (for Whole Life products only)
☐ A Paid in cash ☐ C Left at Interest (Complete W-9 form if elected)
☐ B Reduce Premiums ☐ D Paid Up Additional Insurance
☐ Q One Year Term Insurance (indicate Target Face Amount \$ _____)

(e) Premium Payment
☐ Annual ☐ Semi Annual
☐ Quarterly ☐ GOM (Submit form R223 and a void check)
(Add to existing control number _____)

(f) Automatic Premium Loan ☐ Yes ☐ No
If left blank, Automatic Premium Loan (APL) will be the default option. APL is not available on Universal Life products.

(g) Complete only if converting to Universal Life
☐ Death Benefit Option _____ ☐ Planned Premium _____
☐ 7702 Test _____

6. Effective Date of Conversion/Exchange _____

NOTE: The Owner, designation of payees, and any election of a payment plan will be the same as the surrendered Term or other coverage.

I represent that any statements given as answers in the request form are true and complete to the best of my knowledge and belief.

Dated at _____ on _____
City and State mm/dd/yyyy

Signature of Owner/insured if no other Owner

Required Agent Information Agency Name and Code _____	
First Agent Name, Code and Percent Interest	Second Agent Name, Code and Percent Interest

INSTRUCTIONS FOR THE TERM CONVERSION/EXCHANGE EXPRESS APPLICATION

The Term Conversion/Exchange Express Application (generic form: L-AP-CONV-2008) may be used for many Term conversions/exchanges. The following checklist will determine if the Term Conversion/Exchange Express Application may be used.

IF YOU ANSWER "NO" TO **ALL** OF THE FOLLOWING QUESTIONS, YOU MAY USE THE TERM CONVERSION/EXCHANGE EXPRESS APPLICATION. IF YOU ANSWER "YES" TO ANY OF THE QUESTIONS, YOU CANNOT USE THIS FORM. YOU WILL HAVE TO USE THE LIFE INSURANCE CHANGE REQUEST FORM (L-AP-CHG-CONV-2018 OR APPROPRIATE STATE VARIATION).

Checklist	YES (Use L-AP-CHG-CONV-2018)	NO (Use Express App)
Changing either Beneficiary(s) or Owner(s)	<input type="checkbox"/>	<input type="checkbox"/>
Increasing coverage and/or addition of benefits, options or riders (not including the 10% increase - with \$100,000 maximum - that may apply as stated in our administrative guidelines)	<input type="checkbox"/>	<input type="checkbox"/>
Converting a term policy with the Whole Life Purchase Option Rider where the Guaranteed Insurability Option Rider is being applied for on the new policy	<input type="checkbox"/>	<input type="checkbox"/>
Converting Term or exchanging LifeSpan to a Variable Life Plan	<input type="checkbox"/>	<input type="checkbox"/>
Converting or exchanging one policy to two or more Permanent Plans	<input type="checkbox"/>	<input type="checkbox"/>
Merging more than one Term or LifeSpan to one Permanent Plan	<input type="checkbox"/>	<input type="checkbox"/>
Generating underwriting requirements (i.e. rate class improvement and/or change of Tobacco designation)	<input type="checkbox"/>	<input type="checkbox"/>
Converting or exchanging one or more policies in conjunction with a 1035 exchange replacement application	<input type="checkbox"/>	<input type="checkbox"/>

Express Tips

- **NAIC illustration is required for all conversions**
- **Submit all application supplements and/or disclosures as required**
- **All Term conversion/Lifespan exchange requests must be accompanied by the first modal premium due on the new policy before the policy may be issued. Failure to remit the required premium in conjunction with the required change paperwork may result in processing delays.**

Who to Call 1-888-482-7342 (General Questions)



SUPPLEMENTAL IDENTIFICATION INFORMATION FOR OWNER, BENEFICIARY AND INSURED

Please read these instructions carefully. Due to regulatory requirements, we request the following supplemental identification information for the beneficiary, owner and/or insured. The information we are requesting depends on which application type was used, as follows:

- If you completed the Regular Life Insurance Application (form L-AP-2011, or state variation thereof), please provide the address and phone number for each named beneficiary. Please ensure that you completed all other requested information on the application itself.
- If you completed the Juvenile Life Insurance Application (form JUV-AP-2006, or state variation thereof), please provide the address, phone number, Social Security Number and Date of Birth for each named beneficiary, as well as the phone number for the proposed insured.
- If you completed the Simplified Issue/Guaranteed Issue Life Insurance Application (form L-AP-SIGI-2008, or state variation thereof), please provide the address, phone number and Social Security Number for each named beneficiary. Also, if the policy is to be owned by an individual other than the proposed insured, please provide this individual's date of birth.
- If you completed the Pension Trust Life Insurance Application (form PT-AP-2011, or state variation thereof), please provide the address, phone number and Social Security Number for each named beneficiary. However, if the Trust is to be the beneficiary of the policy, you do not need this form.
- If you completed the Life Insurance Change Request Form (form L-AP-CHG-2005, or state variation thereof), and you are requesting a conversion or an exchange or you are exercising a GIO rider, please provide the address, phone number, Social Security Number and Date of Birth of each named beneficiary and also the Owner. If the Change form was completed for any other reason, you do not need this form.

ADDITIONAL INFORMATION FOR **BENEFICIARIES** (Please complete appropriate sections as described above)

BENEFICIARY NAME	ADDRESS	PHONE NUMBER	SSN	DATE OF BIRTH

SUPP ID INFO



I MNB0013000650102

ADDITIONAL INFORMATION FOR **OWNER** (Please complete appropriate sections as described on page 1)

OWNER NAME	ADDRESS	PHONE NUMBER	SSN	DATE OF BIRTH

ADDITIONAL INFORMATION FOR **INSURED**

Please indicate phone number for Proposed Insured if Juvenile Application was completed

**Customer Service Office****Mailing Address**

P.O. Box 26100

Lehigh Valley, PA 18002-6100

Life Insurance CLIENT PROFILE

The insurer identified below will be herein referred to as the "Company."

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

Unless subsidiary checked below:

☐ THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.

Guardian wants to evaluate whether the life insurance policy(ies) you are applying for meets your needs. In order to do that, we are requesting that you provide the following information in order to assist with our determination.

SECTION A: Client Information

- Owner Type: ☐ Individual (Complete Section B #1 for Owner) ☐ Charity (Complete Section B #3)
☐ Trust ☐ Business Entity (Complete Section B #3)

If owner type is a Trust, how are the premiums associated with the policy(ies) being applied for being paid?

- ☐ Trust Assets (Complete Section B #2)
☐ Grantor of Trust (Complete Section B #1 based on grantor information)
☐ Non-grantor third party (Complete Section B #1 based on that individual)

Is premium financing or another form of borrowing (e.g. split dollar cases where premiums are borrowed from the business) used to pay the premiums under the policy? ☐ Yes ☐ No

SECTION B: Financial Information**1. Individual**

a. Full Name _____

b. Date of Birth (mm/dd/yyyy) _____

c. Personal Finances

Expected Earned Income (This Year)	\$
Expected Unearned Income (This Year)	\$
Approximate Earned Income (Last Calendar Year)	\$
Approximate Unearned Income (Last Calendar Year)	\$
Estimated Net Worth*	\$
Estimated Liquid Net Worth**	\$

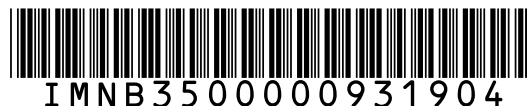
d. What are your expected monthly household expenses? \$ _____

e. Do you anticipate any financial events that are not reflected in questions c and d above?

☐ Yes ☐ No If "Yes," please provide details in Section E below.

*Net Worth is defined as the value of your assets minus your liabilities. Assets may include stocks, bonds, mutual funds, other securities, bank accounts and other personal and real property including the current value of your primary residence. Liabilities include any outstanding loans, credit card balances, taxes, mortgages, etc.

**Liquid Net Worth is defined as your net worth minus your assets that cannot be converted quickly and easily into cash, such as investment real estate, business equity, personal property, expected inheritances, and assets marked for other purposes. It can include assets that are readily convertible to cash, including checking, savings and brokerage accounts, IRAs, and 401(k)/403(b) accounts. Financial products and accounts with current surrender and early withdrawal penalties should be adjusted to reflect any current redemption charges or penalties.



SECTION B: Financial Information (continued)**2. Trust**

- a. Name of Trust _____
- b. Name of Trustee(s) _____
- c. Trust Finances
- | | |
|--|----|
| Estimated Trust Assets | \$ |
| Liquid Trust Assets | \$ |
| Estimated Total Trust Income (This Year) | \$ |
| Estimated Total Trust Income (Previous Year) | \$ |
- d. If recurring expenses are paid from the trust, please indicate the monthly amount: \$ _____
- e. Do you anticipate any financial events that are not reflected in the questions above?
☐ Yes ☐ No If "Yes," please provide details in Section E below.

3. Business Entity

- a. Name of Business _____
- b. Type of Business (Check one): ☐ Limited Liability Co. ☐ Sole Proprietor ☐ Partnership ☐ S Corp
☐ C Corp ☐ Other _____
- c. How long has the business been established? ☐ Less than 1 year ☐ 1-5 years ☐ Greater than 5 years
- d. Business Finances
- | | |
|---|----|
| Current Assets | \$ |
| Current Liabilities | \$ |
| Business Net Profit After Taxes Prior Year | \$ |
| Business Net Profit After Taxes for 2 Years Prior | \$ |

4. What is your level of experience with the financial products below? (Skip if Business Entity or Trust assets are used to pay the premiums on the policy(ies) that is (are) being applied for.)

Financial Product	None	Limited	Extensive
Permanent Life Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Term Life Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annuities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stocks/Bonds/Mutual Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Qualified Plans (401(k), etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certificates of Deposit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. Based on your current expectations, how long do you plan to keep your life insurance coverage?
☐ Lifetime ☐ Less than 5 years ☐ 5 -10 years ☐ 11-20 years ☐ 21-30 years
6. What is your estimated current combined city, state and federal tax bracket? (Skip if Business Entity or Trust assets are used to pay the premiums on the policy(ies) that is (are) being applied for.)
☐ Low (0-15%) ☐ Middle (15.1% - 32%) ☐ High (32.1% - 50%) ☐ Top (50.1% and above)
7. Is there any additional information that you feel is important for us to know to understand if the insurance coverage is appropriate for you? ☐ Yes ☐ No If "Yes," please provide details in Section E below.

SECTION C: Purpose of Insurance

1. Do you have a need for a death benefit provided by a life insurance policy? ☐ Yes ☐ No

If "No," please provide details in Section E below.

2. How do you intend to use the insurance policy(ies)? *(Check all that apply.)*

- Personal: ☐ Family Income ☐ Estate Planning ☐ Charitable Planning ☐ Retirement
☐ Mortgage ☐ Education ☐ Wealth Accumulation ☐ Collateral for Debt
☐ Other _____
- Business: ☐ Buy-Sell ☐ Deferred Compensation ☐ Key Person ☐ Executive Bonus
☐ Split Dollar ☐ Qualified Plan ☐ Other _____

3. How do you plan to pay the premiums for this insurance coverage? *(Check all that apply.)*

- ☐ Annual Income ☐ Existing Savings/Money Market ☐ Existing Life Insurance
☐ Inheritance ☐ Retirement Plan Assets ☐ Stocks, Bonds or Other Investments
☐ Gift ☐ Sale of a business, second home or other non-financial asset
☐ Other* _____

**If "Other" is selected, or if there is additional information you would like to provide on how you plan to pay for this coverage, please provide details in Section E below.*

SECTION D: Replacement

If any existing coverage has been or will be replaced with your planned purchase, as defined in the New York Department of Financial Services Definition of Replacement form, please answer the following questions. If no replacement is involved in this transaction, check here ☐ and skip the remainder of this section.

- How many policies are being replaced? _____
- What is the total current annual premium on the existing policy(ies)? \$ _____
- What is the total current face amount under the existing policy(ies)? \$ _____
- Does the replaced policy(ies) have a current cash value? ☐ Yes ☐ No
If "Yes," what is the total amount of cash value of the policy(ies) being replaced? \$ _____
- Have you replaced or exchanged another life insurance policy or annuity contract within the last 36 months?
☐ Yes ☐ No *If Yes, please provide additional information in Section E below including how many replacements.*

SECTION E: Other Information

SECTION F: Client Acknowledgements and Signature

I understand that some life insurance policies have non-guaranteed elements that are subject to change at the Company's sole discretion. I further understand and am willing to accept that:

- These non-guaranteed elements are typically associated with permanent life insurance policies and include components such as dividends for whole life policies and the cost of insurance rates and credited interest rates for universal life policies;
- Some term life insurance policies also include scheduled premiums that may be changed;
- Where relevant, these non-guaranteed elements are outlined in the illustration that I have been provided and that was explained to me by my producer;
- Premiums are payable as stated in the policy; however, illustrations may show non-guaranteed elements being applied to reduce the amount and number of premiums payable and that a reduction in those non-guaranteed elements may result in paying premiums longer and/or paying higher premiums than those shown on the sales illustration.

In addition, by signing below, I acknowledge and agree that:

- My producer has explained the rationale for the insurance policy(ies) being applied for, the amount of coverage and the features, the benefits and limitations of the policy(ies) that he or she has recommended, and I understand and agree with his/her recommendation;
- I have the financial ability to continue making premium payments for the insurance policy(ies) for which I have applied;
- A copy of this signed client profile will be provided to me as part of the application process.
- If I am purchasing permanent life insurance, I understand that loans or withdrawals will impact policy cash values and death benefits;
- To the best of my knowledge, the information that I have provided on this form is current and accurate and I believe that the insurance policy(ies) I have applied for is (are) consistent with my insurance planning objectives and appropriate for my financial situation.

Client Signature

Date

Client Signature

Date

SECTION G: Producer Representations and Signature

By signing below, I acknowledge that:

- I have reasonable grounds to believe that the information provided on this form by the applicant applying for this insurance coverage is accurate and complete;
- I have discussed the features, benefits and limitations of the insurance policy(ies) applied for with the applicant.
- I have considered whether an adverse change in health rating or tax liability would negatively impact the applicant applying for this insurance coverage;
- Based on what I know of the applicant applying for this insurance coverage at this time, the policy being applied for will provide a benefit to the consumer over the life of the policy(ies) and is appropriate to meet the financial and other objectives of the applicant;
- A copy of this completed form will be provided to the applicant as part of the application process;
- If I am an agent with a Field Representative contractual relationship (FR Contract) with The Guardian Life Insurance Company of America (Guardian), I have provided the Guardian Financial Representative Disclosure to the applicant.

Signature of Producer

Date

Producer's Name



Life Customer Service Office
6255 Sterner's Way
Bethlehem, PA 18017-9464

Disability Customer Service Office
700 South Street
Pittsfield, MA 01201

- ☐ THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA
☐ THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.
☐ BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA

(Please check appropriate company(ies). Any insurer checked above is herein referred to as the "Company.")

Authorization to Obtain and Release Information

Name of Proposed Insured _____ Date of Birth _____

Address of Proposed Insured _____

This Authorization Is Designed To Comply With The HIPAA Privacy Rule

This Authorization applies to the Proposed Insured named above. It can only be signed by the Proposed Insured, or the parent or legal guardian of the Proposed Insured in the case of a minor under the age of 18.

Investigative consumer report. I authorize the Company or its legal representatives to obtain or have prepared an investigative consumer report as described in the notice given to me.

Medical Records and other information. I authorize any physician, medical or mental health professional, practitioner, hospital, clinic, other health facility, pharmacy, pharmacy benefit manager, consumer reporting agency, the Social Security Administration, MIB, Inc., insurance or reinsurance company, or employer or other organization, institution or person that has any records or knowledge of the Proposed Insured or his/her health to release any and all medical and non-medical information in its possession about the Proposed Insured, to the Company or its legal representatives. Medical information means all information in the possession of or derived from providers of health care regarding the medical history, pharmaceutical history, mental or physical condition, or treatment of the Proposed Insured. I understand that the information released may relate to the symptoms, evaluation, diagnosis, examination, treatment or prognosis of any mental or physical condition, including psychiatric, and psychological conditions.

I agree that this authorization shall be valid for two years from the date shown below and that a copy of the authorization shall be as valid as the original. I agree that if I sign this authorization electronically, that it will be equally as effective and valid as if I signed the form through traditional means. I understand, however, that I am under no obligation to sign this document electronically.

I know that I may revoke this authorization in writing, at any time, by sending a written request for revocation to the Guardian Corporate Secretary at 7 Hanover Square, New York, NY 10004-2616, or the Berkshire Corporate Secretary at 700 South Street, Pittsfield, MA 01201. I understand that a revocation is not effective to the extent that the Company and/or any of the entities listed above has already relied on this authorization, or to the extent that the Company has a legal right to contest a claim under an insurance policy or to contest the policy itself.

I understand that the Company or its legal representatives will use the information obtained by this authorization to determine eligibility for insurance or eligibility for benefits under an existing policy. I further understand that if I refuse to sign this authorization, the Company may not be able to process my application, or pay a claim in the case of coverage which is already in force. The Company or its legal representatives will not release any information obtained to any person or organization except to reinsurance companies, MIB, Inc., Innovative Underwriters Services (a subsidiary of The Guardian Life Insurance Company of America), or other persons or organizations performing business or legal services in connection with an application, claim, or as may be lawfully permitted or required, or as I may further authorize. I understand that any information disclosed pursuant to this Authorization may be subject to re-disclosure by the recipient and may no longer be protected by federal regulations governing privacy (such as the HIPAA Privacy Rule).

I authorize the Company or its legal representatives to make a brief report of my personal health information to the MIB, Inc.

I acknowledge that I have been given a copy of this authorization and also acknowledge receipt of the Notice of Insurance Information Practices, which includes the Fair Credit Reporting Act Pre-Notice, the Medical Information Bureau Pre-Notice, and Medical Records.

Signed at _____ this _____ day of _____, _____
City and State Day Month Year

Signature of Proposed Insured or Parent/Legal Guardian

Witness Signature



AGENT'S CERTIFICATION

(Please Print)

This Agent's Certification is to be used with the application for life insurance on the life of _____
(Proposed Insured) for the application dated _____. Proposed Insured's Date of Birth: _____.

1. Is the sale of this product being made in conjunction with a specific corporate marketing initiative? Please check one of the following (select the most appropriate):

☐ No Marketing Initiative
☐ Business Resource Center
☐ Living Balance Sheet
☐ Take Advantage/Rapid App

☐ Wealth Steps
☐ CPA Referral
☐ DI to Life Program
☐ Other _____

2. a. Is there a current individual Disability Income or Long-Term Care application pending with Berkshire? ☐ Yes ☐ No

- b. Has an individual Disability Income or Long-Term Care application been submitted to Berkshire within the past 6 months? ☐ Yes ☐ No

For a yes answer to either question, please provide the policy number and other details in the "Remarks" section.

3. How long have you known the Proposed Insured? _____ Years; the Proposed Owner? _____ Years

4. If Proposed Insured is not gainfully employed, indicate amount of insurance on premium payor's life and relationship to Proposed Insured. _____

5. If beneficiary is estate, explain in Remarks why, and who will ultimately receive the proceeds of the policy?

6. Do you have knowledge of any existing life insurance policy or annuity contract in force on the Proposed Insured?
☐ Yes ☐ No

7. Do you have knowledge or reason to believe that replacement of an existing life insurance policy or annuity may be involved by reason of this transaction? ☐ Yes ☐ No

8. Will the sale of this policy involve the use of Premium Financing? ☐ Yes ☐ No
(If yes, please provide the name of the lending institution and other details in the Remarks section.)

9. a. Did every person signing this application communicate in English well enough to understand and answer each question in English? ☐ Yes ☐ No (If no, please answer questions 9b, 9c, and 9d)

b. Who acted as interpreter? _____

c. If English was not used as the primary language, which language and/or dialect(s) was the sales interview conducted in? _____

d. For the purpose of completing any Personal Information Telephone Interview, the proposed insured can converse comfortably in: _____

10. Was a preliminary inquiry previously submitted to Underwriting in connection with this application? ☐ Yes ☐ No
If yes, please indicate application (policy) number: _____

11. Is the premium for this policy to be paid by a person or entity other than the policyowner? ☐ Yes ☐ No
If yes, please provide a letter of authorization (with all required signatures) and also indicate payor's Tax ID number.

12. Was this application signed and dated in a state other than the state in which the policyowner lives or works?
☐ Yes ☐ No (if yes, please provide details in Remarks)



IMNB0008000120302

☐ Chest X-ray ☐ EKG ☐ Stress EKG ☐ Full Blood ☐ Saliva ☐ Urine
☐ Paramedical Exam ☐ Medical Exam ☐ Other _____

[illegible][illegible]

For all applications: The answers to all questions on this application are full, complete and true to the best of my knowledge and belief. I represent that, to the best of my knowledge and belief, the insurance being applied for is suitable for the Owner's insurance needs and financial objectives. I know nothing unfavorable about this risk which is not fully set forth in these papers. The writing agent or broker is duly appointed and licensed in the state in which this application was signed and for the product(s) proposed.

Signature of General Agent



The Guardian Life Insurance Company of America
Customer Service Office
6255 Sterner's Way
Bethlehem, PA 18017-9464

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA ACCELERATED BENEFIT RIDER SUMMARY AND DISCLOSURE STATEMENT

NOTE: RECEIPT OF ACCELERATED DEATH BENEFITS MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS AND MAY BE TAXABLE.

NOTICE TO BUYER: This rider may not cover all of the costs associated with the chronic illness of the insured. The buyer is advised to review carefully the rider benefits.

This Disclosure Statement provides a brief summary of the important features of an Accelerated Benefit Rider; it does not alter any of the rider's provisions. The actual provisions of the rider set forth its full details and conditions.

EFFECTS OF AN ACCELERATED BENEFIT PAYMENT ON A LIFE INSURANCE POLICY

WHEN AN ACCELERATED BENEFIT IS PAID, A LIEN IS CREATED AGAINST THE POLICY EQUAL TO THE AMOUNT OF THE ACCELERATED BENEFIT WE PAY, PLUS LIEN CARRYING CHARGES TO THE NEXT POLICY ANNIVERSARY. ANY LIEN CREATED WILL BEAR CARRYING CHARGES, WHICH ARE PAYABLE IN ADVANCE ON THE DATE THE LIEN WAS CREATED AND ON EACH SUBSEQUENT POLICY ANNIVERSARY. The interest rate varies depending on the amount of the outstanding lien. If the outstanding lien is less than or equal to the cash value of the policy plus the cash value of any additions discounted to the date the lien carrying charges are determined, the lien carrying charge rate is equal to the lesser of the fixed loan interest rate then in effect under the policy or an adjustable loan interest rate as allowed by law. The rate for any amount of an outstanding lien which exceeds the cash value of the policy plus the cash value of additions discounted to the date the lien carrying charges are determined is equal to an adjustable loan interest rate as allowed by law. The adjustable loan interest rate is based on the Moody's corporate bond yield average published by Moody's investors service, inc., or any successor thereto, as of the calendar month ending two months before the first day of the month of the policy anniversary.

THE CASH SURRENDER VALUE, LOAN VALUE, AND DEATH PROCEEDS PAYABLE WILL BE REDUCED BY ANY LIEN OUTSTANDING DUE TO THE PAYMENT OF AN ACCELERATED BENEFIT. IN ADDITION, THE DIVIDEND PAYABLE WILL BE AFFECTED BY ANY OUTSTANDING LIEN AND LIEN CARRYING CHARGES DURING THE POLICY YEAR. HOWEVER, THE POLICY'S FACE AMOUNT AND CASH VALUE ARE NOT AFFECTED BY ANY OUTSTANDING LIEN. WHILE A LIEN IS OUTSTANDING, THE POLICY WILL REMAIN IN FORCE AND THE FULL POLICY PREMIUM WILL STILL BE DUE (UNLESS THE POLICY IS PAID-UP OR PREMIUMS ARE THEN BEING WAIVED UNDER A WAIVER OF PREMIUM RIDER). HOWEVER, IF THE TOTAL LOAN PLUS OUTSTANDING LIEN, INCLUDING LIEN CARRYING CHARGES, EXCEEDS THE POLICY'S FACE AMOUNT PLUS THE FACE AMOUNT OF ANY ADDITIONS, THEN THE POLICY AND ANY OTHER RIDERS WILL END.

Upon receipt of a request for an accelerated benefit payment, guardian will notify the owner and any irrevocable beneficiary of the effect that such payment will have on policy benefits and values. We are prohibited from paying an accelerated benefit for a period of 14 days from the date we send such notification.

TAX CONSEQUENCES

Although the payments made under this rider are intended to qualify for favorable tax treatment under section 101(g) of the Federal Internal Revenue Code, payments under this rider may be taxable. The owner should consult a competent tax advisor to determine the current tax consequences before requesting any accelerated proceeds.

GOVERNMENT ENTITLEMENTS

YOUR ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS, SUCH AS MEDICAL ASSISTANCE (MEDICAID), AID TO FAMILIES WITH DEPENDENT CHILDREN, AND SUPPLEMENTAL SECURITY INCOME ("SSI") MAY BE AFFECTED BY HAVING AN ACCELERATED BENEFIT RIDER AS PART OF YOUR LIFE INSURANCE POLICY OR BY RECEIVING AN ACCELERATED BENEFIT PAYMENT.

Exercising the option to receive an accelerated benefit payment and receiving such payment before applying for these programs, or while other government benefits are being received, may affect initial or continued eligibility. The appropriate social services agency (for example, the Medicaid Unit of the local Department of Public Welfare and Social Security Administration Office) should be consulted for more information concerning how receipt of an accelerated benefit payment will affect the eligibility of the recipient and/or the recipient's spouse or dependents.



LIMITS OF AN ACCELERATED BENEFIT RIDER

THE ACCELERATED BENEFIT RIDER IS NOT HEALTH, NURSING HOME, OR LONG TERM CARE INSURANCE, AND IT IS NOT INTENDED OR DESIGNED TO ELIMINATE YOUR NEED FOR SUCH COVERAGE. There are no restrictions or limits on the use of an accelerated benefit payment. An accelerated benefit payment may not be enough to cover your medical, nursing home or other bills.

OTHER OPTIONS

Even though it is attached to a policy, an Accelerated Benefit Rider does not have to be exercised. An Accelerated Benefit Rider provides you with an additional means of accessing cash under a life insurance policy, although it is not the only method of doing so. **Alternatively, you may elect to receive a loan (if available under your policy) or to make a surrender.**

DEFINITIONS

Activities of Daily Living: This means the basic human functional abilities which relate to the insured's ability to live independently. They are bathing, continence, dressing, eating, toileting and transferring.

Chronically Ill or Chronic Illness: This means that the insured has been certified, within the preceding 12 months, by a Physician as: (a) being permanently unable to perform (without Substantial Assistance from another individual) two or more Activities of Daily Living due to loss of functional capacity; or (b) requiring substantial supervision from another individual to protect the insured from threats to health and safety due to permanent Severe Cognitive Impairment.

Severe Cognitive Impairment: This means a deterioration or loss of intellectual capacity that is: (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and (b) measured by clinical evidence and standardized tests that reliably measure impairment.

Substantial Assistance: This means Hands-on Assistance or Standby Assistance. Hands-on Assistance means the physical assistance of another person without which the individual would be unable to perform the Activity of Daily Living. Standby Assistance means the presence of another person within arm's reach of the individual that is necessary to prevent, by physical intervention, injury to the individual while he or she is performing an Activity of Daily Living.

Terminally Ill or Terminal Illness: This means that the insured has been certified by a physician as having an illness or physical condition which can reasonably be expected to result in death within 12 months.

THE ACCELERATED BENEFIT PAYMENT

An accelerated benefit payment may be made to the owner of a life insurance policy if the owner provides proof acceptable to Guardian that the insured is either chronically ill or terminally ill as defined above. This proof includes a physician's certification regarding the insured's medical condition. Guardian must receive at its home office the owner's written request for an accelerated benefit payment and the physician's certification regarding the insured's medical condition.

The accelerated benefit payment will be paid to the owner in a lump sum. However, multiple accelerations can be requested (up to 4 per policy year).

LIMITATIONS OR CONDITIONS ON ELIGIBILITY OF BENEFITS

Accelerated Benefit payments are limited by the Total Lien Limit and, for chronic illness accelerations, by the Annual Lien Limit. The owner may take a maximum of 4 liens per policy year. If the policy was issued as part of a pension plan, in order for an Accelerated Benefit to be paid, the policy must be out of the pension plan and individually owned. The policy must be in force other than as extended term insurance on the date the accelerated benefit is requested. However, an acceleration on account of terminal illness will be permitted while the policy is in force as extended term insurance provided such insurance is more than one year from its date of expiry. Guardian must receive at its home office the written consent of any assignee and any irrevocable beneficiary to the payment of the accelerated benefit. And, when a lien is outstanding under the policy, no changes may be made to the plan or amount of the policy.

ANNUAL LIEN LIMIT

When accelerated benefits are paid on account of the Chronic Illness of the insured, Guardian imposes a maximum limit on the amount the owner may receive in a single calendar year. This maximum amount for base policy face amounts of \$250,000 and greater is the Per Diem Limitation declared each year by the Internal Revenue Service, multiplied by 365. In the first year in which accelerated benefits are paid Guardian will prorate this amount for the portion of the calendar year in which the insured is eligible for benefits.

If the face amount of the policy is less than \$250,000, the Annual Lien Limit is reduced proportionally based on the ratio of the policy's face amount to \$250,000.



When a claim is made for a chronic illness accelerated benefit, New York State Regulations may require us to reduce or limit the payment, depending on whether the owner has received similar payments from our policy and other insurance sources during the same calendar year.

There is no Annual Lien Limit for accelerated benefits paid because of the Terminal Illness of the insured.

TOTAL LIEN LIMIT

The Total Lien Limit is the policy's Cash Value as of the date to which premiums have been paid plus:

- For Terminal Illness: 80% of the Net Amount at Risk
- For Chronic Illness: a percentage of the Net Amount at Risk, varying by age, as follows

Age	Percentage
Up to 67	20%
68	24%
69	28%
70	32%
71	36%
72	40%
73	44%
74	48%
75	52%
76	56%
77	60%
78	64%
79	68%
80	72%
81	76%
82 and over	80%

The percentage will be locked in, at the insurance attained age, when the first accelerated benefit payment is made.

Net Amount at Risk: Net Amount at Risk on a given date means the face amount of the base policy plus any additions, less the cash value of the base policy and any additions, as of the date to which premiums have been paid.

ADMINISTRATIVE FEE

A one-time Administrative Fee will be charged the first time that an Accelerated Benefit is paid under this rider. This charge is associated with Guardian's administrative costs for processing an Accelerated Benefit payment to the owner. This charge is \$250, and it is deducted from the Accelerated Benefit payable, and it is included in the lien that is created as a result of that payment.

COST

There is no additional premium charged to add an Accelerated Benefit Rider to a life insurance policy. There is a one-time administrative fee deducted from the first acceleration if the rider is exercised. Also, any lien created through the exercise of this rider will accrue lien carrying charges.

TERMINATION

This Accelerated Benefit Rider will terminate on the earliest of:

- The date the life insurance policy terminates;
- The date of the insured's death;
- Upon receipt of proper written request for cancellation at Guardian's home office. This rider must be sent to the home office for cancellation. However, if there is a lien outstanding, the rider cannot be cancelled unless the lien is repaid;

If unpaid lien carrying charges are added to an existing lien, and the resulting lien, together with any outstanding loan, equals or exceeds the policy face amount plus the face amount of any additions, this policy and rider will terminate. However, the owner will have 31 days from the date on which this occurs to pay the unpaid lien carrying charges and/or loan interest to prevent this from happening and keep the policy and rider in force.

If this policy terminates while there is a lien outstanding, there is no further recourse to the policyowner.



Generic Illustration of Accelerated Benefit Rider

The following are 2 generic sample illustrations showing the potential effect of using the Accelerated Benefit Rider. The first sample shows a chronic illness acceleration, and the second shows a terminal illness acceleration. These samples show a single accelerated benefit being paid at the beginning of the 11th policy year. These samples are not intended to relate to the specific policy the applicant is applying for. The following assumptions were made in preparing these samples:

- The insured is a 45 year old male in the Preferred Plus premium class;
- The policy is a Whole Life 100 policy with a Face Amount of \$1,000,000, and no Paid-Up Additions Rider;
- Acceleration occurs at age 55;
- The cash values and death benefit values shown below are based on guaranteed values. This sample illustration does not reflect any dividends;

Sample Chronic Illness Acceleration

The sample assumes the owner is electing the maximum benefit allowed under the rider. For the chronic illness acceleration, benefits payable are limited by both the Total Lien Limit and an Annual Lien Limit, which is based on the IRS per diem limitation. The acceleration shown below is based on the full Annual Lien Limit.

Age	Premium Payable	Accelerated Benefit Paid ¹	Policy Face Amount	Policy Guaranteed Cash Value	Lien Amount ²	Net Death Benefit ³	Net Cash Surrender Value ⁴
55	\$ 18,178	\$ 117,477	\$ 1,000,000	\$ 177,900.00	\$ 127,145.16	\$ 872,854.84	\$ 50,754.84
56	\$ 18,178		\$ 1,000,000	\$ 199,500.00	\$ 137,316.77	\$ 862,683.23	\$ 62,183.23
57	\$ 18,178		\$ 1,000,000	\$ 221,380.00	\$ 148,302.11	\$ 851,697.89	\$ 73,077.89
58	\$ 18,178		\$ 1,000,000	\$ 243,550.00	\$ 160,166.28	\$ 839,833.72	\$ 83,383.72
59	\$ 18,178		\$ 1,000,000	\$ 266,000.00	\$ 172,979.59	\$ 827,020.41	\$ 93,020.41
60	\$ 18,178		\$ 1,000,000	\$ 288,720.00	\$ 186,817.95	\$ 813,182.05	\$ 101,902.05
61	\$ 18,178		\$ 1,000,000	\$ 311,650.00	\$ 201,763.39	\$ 798,236.61	\$ 109,886.61
62	\$ 18,178		\$ 1,000,000	\$ 334,770.00	\$ 217,904.46	\$ 782,095.54	\$ 116,865.54
63	\$ 18,178		\$ 1,000,000	\$ 357,990.00	\$ 235,336.82	\$ 764,663.18	\$ 122,653.18
64	\$ 18,178		\$ 1,000,000	\$ 381,280.00	\$ 254,163.76	\$ 745,836.24	\$ 127,116.24
65	\$ 18,178		\$ 1,000,000	\$ 402,900.00	\$ 274,496.86	\$ 725,503.14	\$ 128,403.14
66	\$ 18,178		\$ 1,000,000	\$ 424,470.00	\$ 296,456.61	\$ 703,543.39	\$ 128,013.39
67	\$ 18,178		\$ 1,000,000	\$ 445,980.00	\$ 320,173.14	\$ 679,826.86	\$ 125,806.86
68	\$ 18,178		\$ 1,000,000	\$ 467,460.00	\$ 345,786.99	\$ 654,213.01	\$ 121,673.01
69	\$ 18,178		\$ 1,000,000	\$ 488,890.00	\$ 373,449.95	\$ 626,550.05	\$ 115,440.05
70	\$ 18,178		\$ 1,000,000	\$ 510,220.00	\$ 403,325.95	\$ 596,674.05	\$ 106,894.05
71	\$ 18,178		\$ 1,000,000	\$ 531,330.00	\$ 435,592.03	\$ 564,407.97	\$ 95,737.97
72	\$ 18,178		\$ 1,000,000	\$ 552,110.00	\$ 470,439.39	\$ 529,560.61	\$ 81,670.61
73	\$ 18,178		\$ 1,000,000	\$ 572,390.00	\$ 508,074.54	\$ 491,925.46	\$ 64,315.46
74	\$ 18,178		\$ 1,000,000	\$ 592,090.00	\$ 548,720.50	\$ 451,279.50	\$ 43,369.50
75	\$ 18,178		\$ 1,000,000	\$ 611,170.00	\$ 592,618.14	\$ 407,381.86	\$ 18,551.86
76	\$ 18,178		\$ 1,000,000	\$ 629,650.00	\$ 640,027.59	\$ 359,972.41	\$ (10,377.59)
77	\$ 18,178		\$ 1,000,000	\$ 647,620.00	\$ 691,229.80	\$ 308,770.20	
78	\$ 18,178		\$ 1,000,000	\$ 665,170.00	\$ 746,528.18	\$ 253,471.82	
79	\$ 18,178		\$ 1,000,000	\$ 682,380.00	\$ 806,250.44	\$ 193,749.56	
80	\$ 18,178		\$ 1,000,000	\$ 699,240.00	\$ 870,750.47	\$ 129,249.53	
81	\$ 18,178		\$ 1,000,000	\$ 715,660.00	\$ 940,410.51	\$ 59,589.49	
82	---		\$ 1,000,000	\$ 731,510.00	\$ 1,015,643.35	\$ (15,643.35)	

NOTES:

1. This is the dollar amount of the accelerated benefit actually paid. This amount assumes that the IRS per diem limitation for chronic illness accelerated benefit payments will grow each year at 3%. The per diem limit is indexed for inflation by the IRS each year, but not necessarily at 3%. The benefit amount shown also reflects the deduction of the one-time administrative charge of \$250.
2. This is the lien amount created against the policy. It begins as the requested lien amount (assumed to be the Annual Lien Limit) with interest to the end of the year. The values in this column assume that lien carrying charges are not paid by the owner, but rather allowed to accumulate at interest. The interest rate used in this calculation is 8%. A different rate may apply as described on page 1 of this form.
3. The net death benefit shown is the policy face amount minus the outstanding lien.
4. The net cash surrender value shown is the amount available to the owner as either a policy loan, or upon a surrender of the policy for cash.



Sample Terminal Illness Acceleration

The sample assumes the owner is electing the maximum benefit allowed under the rider. For a terminal illness acceleration, this is the Total Lien Limit.

Age	Premium Payable	Accelerated Benefit Paid ¹	Policy Face Amount	Policy Guaranteed Cash Value	Lien Amount ²	Net Death Benefit ³	Net Cash Surrender Value ⁴
55	\$ 18,178	\$ 835,330	\$ 1,000,000	\$ 177,900.00	\$ 902,426.40	\$ 97,573.60	\$ 0
56	\$ 18,178		\$ 1,000,000	\$ 199,500.00	\$ 974,620.50	\$ 25,379.50	\$ 0
57	\$ 18,178		\$ 1,000,000	\$ 221,380.00	\$ 1,052,590.00	\$ (52,590.00)	\$ 0

Notes

1. This is the dollar amount of the accelerated benefit actually paid, and reflects the deduction of the one-time administrative charge of \$250.
2. This is the lien amount created against the policy. It begins as the requested lien amount (assumed to be the Total Lien Limit) with interest to the end of the year. The values in this column assume that lien carrying charges are not paid by the owner, but rather allowed to accumulate at interest. The interest rate used in this calculation is 8%. A different rate may apply as described on page 1 of this form.
3. The net death benefit shown is the policy face amount minus the outstanding lien.
4. The net cash surrender value shown is the amount available to the owner as either a policy loan, or upon a surrender of the policy for cash.

ACKNOWLEDGEMENT

I hereby acknowledge that I have received and read this Accelerated Benefit Rider Summary and Disclosure Statement.

Signature of Proposed Insured

Date

Signature of Proposed Owner (if other than Proposed Insured)

Date

Signature of Agent

Agent Code

Date

Agent

Date

The Guardian Life Insurance Company of America





THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA
Customer Service Office
6255 Sterner's Way
Bethlehem, PA 18017-9464
1-888-GUARDIAN

**APPLICATION SUPPLEMENT
REPLACEMENT OF EXISTING ACCIDENT AND HEALTH INSURANCE**

You are applying for a whole life insurance policy with an accelerated benefit rider that permits the death benefit to be accelerated on account of the insured's chronic illness. Such a rider is an accelerated benefit rider on a life insurance policy. It is not long-term care or health insurance, nor is it intended to be a replacement for such insurance. Nevertheless, we are required under New York Insurance Regulations to ask you these questions as part of the application process.

1. Do you currently have in force any accident or health insurance policy, or life insurance policy that includes an accelerated benefit rider that permits acceleration on account of chronic illness? ☐ Yes ☐ No
(If Yes, please complete the table below. Please also answer the Questions 2 and 3.)
2. As a result of the proposed purchase of new life insurance, have you or do you plan to lapse or otherwise terminate an inforce accident or health insurance policy, or an accelerated benefit rider on a life insurance policy that permits acceleration on account of chronic illness? ☐ Yes ☐ No (If Yes, please indicate in the table below those policies that will be lapsed or terminated.)

Inforce Accident/Health Insurance or Life Insurance with Accelerated Benefits

Policy Number	Issuing Company/Source of Insurance	Type of Policy	Being Replaced?
			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes

3. Do any of the above insurance products provide payments on account of the chronic illness of the insured that are paid on a per diem or other periodic basis without regard to actual expenses incurred? ☐ Yes ☐ No
If Yes, please indicate which policies _____

Please sign and date this form signifying both that you were presented this form and also that the responses and information shown above is complete and accurate to the best of your knowledge and belief.

Signature of Applicant

Date

AGENTS: Please certify, by signing and dating below:

I have reviewed the current accident and health insurance coverage of the applicant, and find that the indicated replacement, or the additional coverage of the type and amount applied for, is appropriate for the applicant's needs.

Signature of Agent

Date

(Original – Home Office; 1st Copy – Applicant; 2nd Copy – Agency)





Notice of Producer Compensation

This notice is required by the New York State Department of Financial Services

Guardian Financial Representatives, Sales Managers, Disability Income Specialists, Long Term Care Specialists, Investment Specialists, Sales Representatives, Special Agents, Wholesalers, Brokers, Full Time Agents, Financial Professionals, and General Agents, sometimes referred to as "Producers", are committed to working with clients to help them achieve personal, family and business goals. Your Producer has also been appointed by The Guardian Life Insurance Company of America, and some or all of its subsidiaries (collectively, Guardian), to offer its products to you.

As you consider this important purchase, there are a few things you should know:

- Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.
- Should you choose to purchase this policy/contract, your Producer, will receive compensation from Guardian. Compensation for individual life insurance and annuity sales are strictly limited by New York State law.
- Further, compensation for group contracts is subject to the amounts on file with the New York State Department of Financial Services.
- Pursuant to New York State law, your Producer is prohibited from rebating any of his/her compensation to you.
- The compensation your Producer will receive on this policy/contract may depend on several factors, including:
 - the premium or deposit amount of the policy/contract
 - the policy or contract type you purchase
 - persistency (i.e. the percentage of all life insurance policies sold by your Producer that are in force year after year)
 - the tenure of your Producer with Guardian
 - the volume of sales (limited to sales of individual disability insurance)

After reading this, if you wish, you may request more detailed information about your Producer's compensation. You may also request and will receive information regarding your Producer's compensation for any other product that your Producer presented.

Thank you for considering this purchase. Kindly indicate your receipt and acknowledgment of this notice by signing below:

Signature of Policy or Contract Owner

Signature of additional Policy or Contract Owner

Printed Name

Printed Name

Date

Date

☐ NMI

☐ RMI



IMNB0000003550101



THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA (Guardian)
THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC. (GIAC)
Customer Service Office
6255 Sterner's Way Bethlehem, PA 18017-9464

INSTRUCTIONS FOR COMPLETING THE NEW YORK PRELIMINARY INFORMATION FOR LIFE INSURANCE AND ILLUSTRATION ACKNOWLEDGMENT

(For Producer Use Only)

Both New York Law 3209 and Regulation 74 impose certain requirements designed to ensure that an applicant for life insurance is given basic information about the insurance product at the time the application for such insurance is completed. To comply with NY Law 3209 and NY Regulation 74, all clients who apply for life insurance in the state of New York must be provided with preliminary information and/or an illustration prior to or at the time of application. If multiple policies are being applied for i.e., alternate(s) and or additional(s) on the same application, all policies must comply with NY Law 3209* and Regulation 74.

When this form is used in lieu of having an illustration signed, that matches the policy applied for, **ALL** questions must be answered completely and accurately.

1. This form is required when the matching illustration has not been provided and signed with an application for Whole Life, Universal Life and Yearly Renewable Term products and must be completed and dated on or before the signature date of the application.
 - a. If the form is deemed not in good order, the application process must start over with all new signed and current-dated paperwork.
 - b. If there is missing or incorrect information a corrected and currently signed and dated form is required prior to issue.
2. The Producer must email, mail or deliver to the Applicant/Owner a copy of an illustration that matches the policy applied for within one (1) business day of the application signature date.
 - a. The Producer must provide "proof" to the Home Office that it was delivered.
3. Retrieve the values from the Illustration from Guardian Proposal System (GPS).
4. In the case of multiple owners, only the signature of one owner is required.

*If the alternate or additional policy is a Guardian Level Term or One Year Term product then New York Law 3209 must be adhered to by completing the New York Preliminary Information for Level Term Life Insurance form (review the form's corresponding Instruction Sheet for best practice).



New York Preliminary Information For Life Insurance and Illustration Acknowledgment

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

Customer Service Office

Mailing Address

P.O. Box 26100

Lehigh Valley, PA 18002-6100

SECTION A: Proposed Insured and Producer Information

Proposed Insured Name _____

Age _____ Gender ☐ Male ☐ Female Date Form Prepared _____

Producer Name _____

Producer Address _____

SECTION B: Plan Information

Plan of Insurance Applied For _____ Risk Class to be Illustrated _____

Initial Base Policy Face Amount (Do NOT include Option Q or any other riders): \$ _____

Initial Base Policy Annual Premium (Do NOT include riders) \$ _____ Premium Mode _____

Base Policy Guaranteed Interest Rate _____ Dividend Option _____

List Generic Names of Riders Applied For _____

Guaranteed Cash Surrender Value: If you continuously pay your premiums on the basic policy as they are due, you will have the following guaranteed cash surrender value for the basic policy. This assumes no policy loans have been taken.

End of 10th Policy Year: _____ End of 20th Policy Year: _____

Loans: You may borrow against your policy, provided there is sufficient loan value. If the Plan applied for is Whole Life, then the initial effective annual fixed loan interest rate is 6%. Loan interest is charged in advance. If loan interest is paid in advance, the effective annual rate is 5.66038%. If the Plan applied for is Universal Life, then the initial effective annual fixed loan interest rate is 4.5% and loan interest is payable in arrears.

Life Insurance Cost Indexes for the Basic Policy: Explanations of life insurance cost indexes are provided in the Life Insurance Buyer's Guide.

	Year 10	Year 20
Net Payment Cost Index		
Surrender Cost Index		
Equivalent Level Annual Dividend		

Note to Applicant: If the policy is issued, you will be given a complete Policy Summary, including cost data, that is based on the benefits, premiums, and dividends of the policy as issued. The figures shown in this Preliminary Information form are subject to change based on changes in the assumed underwriting class, the face amount, the product chosen, or the age of the insured. After delivery of the policy, there will be a period of not less than 10 days during which you may return the life insurance policy and obtain a full refund of any premium(s) paid.



SECTION C: Acknowledgment and Signatures

Producer's Acknowledgment

By signing below, I acknowledge that I will mail or deliver to the Applicant a copy of an illustration that matches the policy applied for within 1 (one) business day of the date the application is signed. In addition, if a policy is issued that does not match the policy applied for, a revised illustration matching the policy as issued will be provided to the Applicant no later than when the policy is delivered.

Applicant's Acknowledgment

By signing below, I acknowledge the following:

1. That the producer has explained to me:
 - a) That I have the right to not complete the application until the producer or other authorized company representative has shown me and provided a copy of a basic illustration that matches the insurance product I have applied for;
 - b) That any non-guaranteed elements in the policy for which I have applied are not guaranteed;
 - c) That the insurance company has the right to change these amounts and rates and that, as a result, it may be necessary to pay more premium than was illustrated or otherwise disclosed by the producer, or the actual cash values may be less than those illustrated or otherwise disclosed by the producer;
 - d) That the producer has made no statements that were inconsistent with any illustration shown to me at or prior to the time the application was signed;
2. That I have received a Life Insurance Buyer's Guide including, if applicable, an explanation of the use of life insurance cost indexes and a Simplified Product Explanation for Universal Life Insurance policies;
3. That I have not yet been provided with a signed copy of an illustration that matches the policy I have applied for, but I understand I will be sent an illustration conforming to the policy I have applied for within 1 (one) business day of signing the application.
4. I understand that I may choose to not complete the application until the producer or other authorized company representative has shown me and provided a copy of a basic illustration that matches the insurance product I have applied for, but I have consented to do so.

Applicant/Owner's Signature

Applicant/Owner's Name

Date

Additional Owner's Signature

Additional Owner's Name

Date

Producer's Signature

Date



The Guardian Life Insurance Company of America ("Guardian")
The Guardian Insurance & Annuity Company, Inc. ("GIAC")
Berkshire Life Insurance Company of America ("Berkshire")
(Any insurer above, individually or collectively,
is herein referred to as the "Company.")

BANK DRAFT AUTHORIZATION (REQUEST FOR GUARD-O-MATIC ARRANGEMENT)

Please Print

(Page 1 of 3)

I. Type of Request (Check all the apply)

- ☐ Establish a new Bank Draft Authorization for monthly payments
- ☐ Update Financial Institution Information on an existing Bank Draft Authorization
- ☐ Change draft date option and/or draft amount on an existing Bank Draft Authorization
- ☐ Add policy(ies) to existing Bank Draft Authorization:
List one policy from existing arrangement: _____
- ☐ Revoke Bank Draft Authorization for Policy Number(s): _____

2. Financial Institution Information

Financial Institution Name: _____

Type of Account (Check one): ☐ Checking ☐ Savings ☐ Business _____
Type of Business

--	--	--	--	--	--	--	--

Transit/ABA Number (Always 9 digits.)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account Number

Account Holder Information (All fields required. Please print.):

Full Title of Account (e.g. John Smith or The John Smith Irrevocable Trust dtd 01/02/2016): _____

☐ Individual ☐ Joint ☐ Trust ☐ Custodial ☐ Business ☐ Other: _____

Authorized Signer of Account: _____

Address: _____
Address City State Zip

Phone: _____ Email: _____

3. Premium Arrangement Information

Please note the "Monthly Amount to Be Deducted" will be the monthly modal premium described in your policy. The "Effective Date of Change" will be the date your next premium payment is due.

Policy Number	Draft Date*	Insured Name	Monthly Amount to Be Deducted**	Effective Date of Change (mm/yy)	Control Number (For Home Office Use Only.)
	1st 15th		\$		
	1st 15th		\$		
	1st 15th		\$		
	1st 15th		\$		
	1st 15th		\$		
	1st 15th		\$		

* Variable Life and Universal Life Policies allow for premium payments on the 15th only; Premium payments for Traditional Life and Disability Policies can be made on the 1st or the 15th of each month; If no selection is made, the draft date will default to the 15th of each month.

** For UL/VL policies only. Indicate an amount for UL/VL policies if the amount to be deducted will be different from the planned premium.



4. Loan Payment Information

Policy Number	Monthly Amount to Be Deducted*	Policy Number	Monthly Amount to Be Deducted*
	\$		\$
	\$		\$
	\$		\$

* Loan payments for policies administered by Berkshire will be made on or about the 15th of each month; For all other policies, loan payments will be made on the 1st business day of each month.

5. Terms and Conditions

By the signature(s) below, I or we agree and consent to all of the terms and conditions stated herein.

1. The Company is authorized to debit the account or to initiate electronic funds transfer from the financial institution identified above on or about the 15th or 1st of each month to pay premiums due and/or to pay the policy loan on the policy(ies) identified above. If neither, or both the 1st or 15th is selected, the 15th will be the default date for drafting. Due to timing of the authorization, the initial transfer processed may result in more than one premium payment being withdrawn.
2. The Company is authorized to make monthly withdrawals from the specified account. The Company's treatment of each check or debit, and its' rights with respect to it, will be the same as if it were signed or initialed personally by the Authorized Signer of Account. If any check or debit is dishonored by the bank or financial institution for any reason, the premium payment will be reversed and the premium will not be considered paid. This may cause the policy to lapse in accordance with the provisions of the policy and result in the forfeiture of insurance.
3. Completion of this form shall not constitute a premium payment and/or loan payment. Multiple months' premiums may be required to bring the policy to a current due date.
4. This Bank Draft Authorization (Request for Guard-O-Matic Arrangement) may be terminated by the Policy Owner, the Company, or the Authorized Signer of Account (if different from Policy Owner) upon written notice. The Policy Owner or Authorized Signer of Account may cancel this Authorization by giving the Company 30 days' written notice. This Authorization is to remain in effect until the Company receives written notice of its revocation unless the Company ends it earlier.
5. If the Loan Payment Authorization is cancelled, any outstanding loans will remain unpaid.
6. The Company may try a second time for any withdrawal returned due to insufficient funds. The Company may terminate this Authorization immediately by written notice in the event any withdrawal or electronic fund transfer is dishonored for any reason.
7. A confirmation statement for premium payments paid for non-variable products through this Bank Draft Authorization will not be sent. Information provided by the bank or financial institution may be helpful to reconcile the deductions.
8. For details on the bank draft monthly payments, please refer to the Policy Owner's annual benefits statement, policy, or product prospectus, as applicable. For any questions about the policy or about the amounts to be drafted to pay premiums or loan principal, please contact the servicing agent on the policy or the Customer Call Center at the number provided below.
9. For Universal or Variable Universal Life Insurance, the policy is designed to have flexible premiums. Policy Owners should consider paying the necessary amount each month to keep the policy in force. The Policy Owner will receive notification if additional payments are required to keep the policy from lapsing.
10. The Company should be provided with 30 days' advance notification of any change in the banking information provided above. If advance notification cannot be provided, sufficient funds should be left in the account identified above in this form to honor charges until the Company's records are changed.
11. Any change in name or address of the Authorized Signer of Account or Policy Owner must be communicated immediately to the Company.
12. If this service is no longer in effect, premiums will be due according to the most frequent payment mode offered for the policy. Loan repayments scheduled under the Loan Payment Arrangement will no longer be automatically deducted. Any future loan repayment will be the Policy Owner's responsibility.
13. Any bank fees are the responsibility of the Authorized Signer of Account.

5. Terms and Conditions (Continued)

14. I/we authorize Guardian and its officers, directors, agents, employees and representatives to make any inquiries that Guardian considers necessary to validate the account identified above and/or investigate any dispute involving your premium payment, which may include verifying the information I/we provide and/or that Guardian acquired against third party databases.
15. I/we authorize Guardian (or its agent or representative) to initiate one or more debits by electronic fund transfers (withdrawals), and I/we authorize the financial institution that holds my/our account to deduct such payments, in the amounts and frequency designated in your then-current premium payment mode.

Signature of Bank Account Owner_____
Date_____
Signature of Policy Owner, if other than Bank Account Owner_____
Date**Life Insurance****The Guardian Life Insurance Company of America**

Individual Life Service and Administration
Northeastern Regional Office
P.O. Box 26100
Lehigh Valley, PA 18002-6100

Email: ILSolutions@glic.com

Customer Call Center: 1-888-GUARDIAN (482-7342)

Fax: 610-807-2720

The Guardian Insurance & Annuity Company

Park Avenue Variable Life
P.O. Box 26125
Lehigh Valley, PA 18017

Email: VULSolutions@glic.com

Customer Call Center: 1-888-GUARDIAN (482-7342)

Fax: 610-807-2940

Disability Income Insurance**Berkshire Life Insurance Company of America**

Policy Services
700 South Street
Pittsfield, MA 01201

Email: Diprocessing@glic.com

Customer Call Center: 1-888-GUARDIAN (482-7342)

Fax: 413-395-5992