GUARDIAN® The Guardian Life Insurance Company of America

Group Life Claim Form for New York Residents

Group Life Claims, P.O. Box 26035, Lehigh Valley, PA 18002-6035 **Customer Service: (800) 525-4542, Fax: (610) 807-8266**
Secure E-mail: www.GuardianAnytime.com, click secure channel, select Group_Life_Claims@GuardianLife.com

CLAIMANT SECTION	**An original certified death certificate listing the cause and manner of death must be submitted.** If the life insurance is payable to an estate, minor, trust or if a primary beneficiary is deceased, please contact Guardian at (800) 525-4542.

1. Planholder/Employer Name			2. Plan Number(s) **G-**	
3. Deceased's Name			4. If claim is for a dependent spouse, please enter date of marriage / /	
5. Deceased's Date of Birth	6. Deceased's Place of Birth	7. Deceased's Soc. Sec. # - -	8. Cause of Death	9. Date of Death / /
10. Deceased's Address (street, city, state, zip)				
11. Your Relationship to Deceased	12. Do you claim this insurance as beneficiary? ☐ Yes ☐ No	13. If "no", in what capacity do you make this claim?		
14. Claimant's Full Name *(Please Print)*				
15. Claimant's Soc. Sec. # or Tax ID - -	16. Claimant's DOB / /	17.Claimant's Telephone No. Home ( ) -	Work ( ) -	Cell ( ) -
18. Claimant's Address (street, city, state, zip)		19. Claimant's e-mail address (optional if preferred method of contact)		

20. **INDICATE DESIRED METHOD OF PAYMENT** – **DO NOT COMPLETE THIS CLAIM FORM UNLESS YOU RESIDE IN NEW YORK.** IF YOU RESIDE IN A STATE OTHER THAN NY, PLEASE CONTACT US AT 1-800-525-4542 TO OBTAIN THE CORRECT CLAIM FORM.
You may select from two options: 1) Lump sum payment via a single check or 2). The Guardian Asset Account. Please note: If the amount of proceeds is less than $10,000, a single check will be issued to you as the method of payment. Note: If you do not check any of the options below, the proceeds will be paid in a single lump sum.

☐ Lump sum payment via a single check
☐ Guardian Asset Account: If you elect the Guardian Asset Account as your payment option, you must send us a copy of an unexpired, Government issued, identification evidencing your nationality or residence and bearing a photograph or similar safeguard, such as a driver's license, passport or State photo identification card.

IF YOU SELECT PAYMENT VIA THE GUARDIAN ASSET ACCOUNT, PLEASE CAREFULLY REVIEW THE FOLLOWING INFORMATION AND THE ATTACHED SUPPLEMENTAL CONTRACT AND DISCLOSURES BEFORE SIGNING THIS FORM.

The Guardian Asset Account
The Guardian Asset Account is a draft account which is administered by Open Solutions and maintained by State Street Bank, Boston, Massachusetts. Once payment is made to you via the Guardian Asset Account, you will have immediate access to the entire amount plus any interest accumulated. You will be provided with an information kit describing account features. You can access all of part of the insurance proceeds at any time, simply by writing one of your drafts (minimum $250). You have the ability to designate a beneficiary for the account where permitted by law. Under this payment method, Guardian will hold the proceeds within its General Account and pay you interest. The minimum interest rate for a calendar year is set annually. For 2012 the minimum interest rate is 1.5%. For further information regarding the interest rate, please call 1-800-525-4542. You will receive monthly paper statements of your account indicating principal and accrued interest. Interest earned on your account may be taxable. Guardian urges you to consult a tax adviser to determine your tax consequences.

The full amount of the proceeds and all interest earned are guaranteed by the full faith and credit of Guardian. All guarantees are subject to the financial strength and claims paying ability of the Guardian Life Insurance Company of America. Interest is compounded daily and credited monthly to your Account's balance. This account is not a bank checking account and is not insured by the Federal Deposit Insurance Corporation (FDIC).

This account is an accommodation that Guardian offers to beneficiaries. Guardian will pay the fees associated with maintaining the account. You will not be charged for drafts and there is no limit to the number of drafts you write, however, you will not be able to add additional funds to this account. No other services are provided by State Street Bank or Open Solutions. Your account will be charged fees or penalties in the following situations:

a. $10.00 for any draft returned unpaid, b. $12.00 for each stop-payment order; and c. $2.00 for a copy of any draft or statement.

For more information, please contact Guardian at 1-800-525-4542.

By signing below, I acknowledge:

1. All information I have given is true and complete to the best of my knowledge and belief; 2. I have read the applicable supplemental contract and disclosures; and 3. I have read the applicable Fraud Warning(s) provided in this form.

Under penalty of perjury, I certify:

1. That the number shown on this form is my correct taxpayer identification number; 2. That I am not subject to IRS required backup withholding as a result of failure to report all interest or dividend income; and 3. I am a U.S. citizen, or a U.S. resident for tax purposes.

(Please note: You must cross out item 2 above if the IRS has notified you that you are currently subject to backup withholding because you failed to report all interest and dividend income on your tax return.)

I make claim to The Guardian Life Insurance Company of America. I agree that the written statements and affidavits of all the physicians who attended or treated the deceased and all other papers called for by Guardian are part of this Group Life Claim Form I agree that furnishing this form or any supplement to Guardian is not an admission by it that there was any insurance in force on the life of the person in question nor a waiver of any of its rights or defenses. I waive all provisions of law expressly forbidding any consumer reporting agency, the Medical Information Bureau, insurance or reinsurance company, or employer to release any and all medical and non-medical information about the deceased in its possession to The Guardian Life Insurance Company of America or its legal representatives. Medical information means all information in the possession of or derived from providers of health care regarding the deceased's medical history, mental or physical condition, or treatment. I understand that Guardian will use the information obtained by this authorization to determine eligibility for insurance or eligibility for benefits under an existing plan. Guardian will not release any information obtained to any person or organization except to reinsurance companies, the Medical Information Bureau, or other persons or organizations performing business or legal services in connection with my application, claim, or as may be lawfully required or permitted, or as I may further authorize. I know that I may request and receive a copy of this authorization. I agree that a photocopy of the authorization shall be as valid as the original. I agree that this authorization shall be valid for the duration of my claim.

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. In New York the person shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation."

BEFORE SIGNING THIS CLAIM FORM, PLEASE READ THE WARNING FOR THE STATE WHERE YOU RESIDE AND FOR THE STATE WHERE THE INSURANCE POLICY UNDER WHICH YOU ARE CLAIMING A BENEFIT WAS ISSUED.

The IRS does not require consent to any provision of this document other than the certification to avoid backup withholding."Please Note: Your Social Security number is required for IRS tax reporting purposes. Your Social Security number will not be used or disclosed to anyone for any other purpose and will not be retained in any record other than that pertaining to the claim."

IF YOU RESIDE IN A STATE OTHER THAN NEW YORK, PLEASE CONTACT US AT 1-800-525-4542 TO OBTAIN THE CORRECT CLAIM FORM.

Signature: _____ Date: _____

Please note: If you are receiving a Guardian Asset Account, the above signature will be placed on file with your account. Please sign your name above as you would sign it on checks (include first and last name).

EMPLOYER SECTION	**Please enclose a copy of all beneficiary changes, the employee's original enrollment form and approved application (if applicable).**		
1. Planholder/Employer's Address			2. Telephone Number ( ) -
3. If branch or affiliate, name and relationship of parent company:			
4. Employee's Name			
5. Employee's Social Security # - -	6. Employee's job title		7. Insurance Class
8. Annual salary as defined by your contract on the redetermination date of your plan $			
9. Insurance volume of the deceased $	10. Date employee last worked full time / /	11. Employee's schedule at last time worked _____ Hours per day _____ Days per week	12. Date of Death / /
13. Date of Employment / /	14. Date Employee's Insurance Effective / /	15. Date Dependent's Insurance Effective / /	16. Date Employment Terminated / /
17. If employment ended before death, check the reason ☐ Dismissed ☐ Leave of Absence ☐ Disability ☐ Resigned ☐ Retired ☐ Layoff ☐ Other _____			
18. Do you recommend payment of claim? ☐ Yes ☐ No	19. Remarks		20. Authorized Signer's Email Address
21. I certify that the employee named above has been a full-time, active employee for whom premiums have been paid. _____ _____ Authorized Signature and Title Date			

Fraud Warning Statements

The laws of several states require the following statements to appear on forms, as a substitute for fraud warnings that appear in other areas of the claim form:

Arizona: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

California: For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Connecticut, Iowa, Kansas, Nebraska, Oregon, and Vermont: Any person who knowingly, and with intent to defraud any insurance company or other person, files an application of insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, may be guilty of a fraudulent insurance act, which may be a crime, and may also be subject to civil penalties.

Delaware, Indiana and Oklahoma: WARNING: Any person who knowingly, and with the intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana and Texas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit is guilty of a crime and may be subject to fines and confinements in state prison.

Maine, Tennessee, Virginia and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefit.

Maryland and Rhode Island: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

New Hampshire: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in N.H. Rev. Stat. Ann. § 638:20.

New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OR A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES OR DENIAL OF INSURANCE BENEFITS.

New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Before signing this claim form, please read the Guardian Asset Account Supplemental Contract and Disclosures.

THE GUARDIAN ASSET ACCOUNT SUPPLEMENTAL CONTRACT AND DISCLOSURES

1. **Principal and interest accrued under The Guardian Asset Account are fully guaranteed by The Guardian Life Insurance Company of America. There is no FDIC protection for the funds maintained in The Guardian Asset Account. The full amount of the proceeds and all interest earned are guaranteed by the full faith and credit of the Company.**

2. **The Guardian Asset Account operates as a draft account administered by Open Solutions and maintained by State Street Bank in Boston, Massachusetts**

3. **The draft account can be accessed by utilizing a draft book. One draft can be written to access the entire proceeds of your Guardian Asset Account including interest. All other payment options are preserved until the entire balance is withdrawn or your balance drops below $250. Until that time, you reserve the right to request a lump sum payment.**

4. **Minimum Balance Requirements: If your Guardian Asset Account balance falls below $250, Guardian will close the account automatically. Guardian will send you the balance in the account and accrued interest immediately after the next monthly statement.**

5. **Minimum "Draft" Amounts: The minimum amount for which a draft may be written on the Guardian Asset Account is $250. Wire transfer services are not available.**

6. **Interest: You earn interest on proceeds in The Guardian Asset Account from the date that your account is established until the date that drafts are cleared. Guardian compounds interest daily, and credits your account monthly. Interest is based on the balance in your account at the end of the day. The minimum interest rate for a calendar year is set annually. For 2012 the minimum interest rate is 1.5%. For further information regarding the interest rate, please call 1-800-525-4542. Choosing the Guardian Asset Account may have certain tax implications. The interest credited to the Guardian Asset Account may be subject to taxation. You should consult a tax advisor regarding the tax treatment of this account. Guardian recommends that you consult with an investment or other financial advisor regarding your investment options."**

7. **The Guardian Life Insurance Company of America derives income from the total gains received on the investment of the balance of funds in the account less any applicable fees and expenses associated with administering the account.**

8. **Statements: You will receive a monthly of your account showing current balance, withdrawals, interest credited, applicable rates, and any other activity. State Street Bank and Trust Company will retain the cleared "checks".**

9. **Special Fees: Except for the special fees described below, drafts and draft services are provided free of charge. Your account will be charged fees or penalties in the following situations:**

   $10.00 for any draft returned unpaid.
   $12.00 for each stop-payment order.
   $2.00 for a copy of any draft or statement.

10. **Bank Rules: Your draft account is subject to the rules and regulations of State Street Bank and Trust Company, Boston, MA. The bank will not pay a draft that exceeds available funds in your account.**

11. **Deposits: You cannot deposit funds in The Guardian Asset Account. Once funds are withdrawn, they cannot be redeposited or transferred to another settlement option.**

12. **Beneficiary Designation: You may designate a beneficiary for the balance in your Guardian Asset Account, where permitted by law, by filling in the Beneficiary Designation Form and mailing it as directed. The Guardian must receive any change in writing and in a manner satisfactory to The Guardian. If we do not receive a written Beneficiary Designation, we will pay the balance of the account to the estate of the Guardian Asset Account holder.**

13. **Inactive Accounts – Your Guardian Asset Account (GAA) will be considered inactive if there are no funds drawn on the account or if no affirmative directive has been provided to the Guardian Life Insurance Company of America for any continuous three year period. In the event that your account becomes inactive, the account will be closed, and a check for the remaining balance will be mailed to the last known address of the account holder. In the absence of a valid mailing address, the funds may be subject to the unclaimed funds laws of the various states.**

14. **For further information, please contact your state department of insurance.**
Changes in Terms and Conditions: The Guardian reserves the right to make any changes in these terms and conditions. You will be notified if changes are made. If you have any questions about your account or need assistance, call our toll-free number 1-800-331-4631, or write The Guardian, P.O. Box 570, Rockland, MA 02370-0570. www.glic.com.