

ProVider Plus Limited

INDIVIDUAL DISABILITY INCOME INSURANCE

Specimen Contract - Policy Form I400, I500 and I600



Disability income products underwritten and issued by Berkshire Life Insurance Company of America, Pittsfield, MA
a wholly owned stock subsidiary of The Guardian Life Insurance Company of America, New York, NY.

This is not a policy. It is only an annotated specimen of the type of policy that will be issued.
Product availability, provisions and features may vary from state to state.

Table of Contents

Contents of this Annotated Specimen

Base Policy

Policy Cover Page	1
Schedule of Benefits	2
Definitions	7
Provisions Relating to Benefits	13
Occupational Rehabilitation, Modification & Access Benefits	15
Suspension for Active Military Service	15
Exclusions and Limitations	16
Provisions Relating to Claims	17
Provisions Relating to Premium and Renewal	18
General Contract Provisions	19

Optional Riders & Endorsements

Basic Residual Disability Benefit Rider	21
3% Maximum Cost of Living Adjustment Rider	24
Benefit Purchase Rider	26
Retirement Protection Plus (RPP) Disability Benefit Rider	29
Catastrophic Disability Benefit Rider	31
Automatic Benefit Enhancement Rider	34
Unemployment Waiver of Premium Rider	37
Social Insurance Substitute Rider	38
Managerial Duties Endorsement	40

Policy Cover Page – Policy Form 1400


This is a sample policy, subject to modification in certain states.

Berkshire Life Insurance Company of America
700 South Street • Pittsfield, Massachusetts 01201
1-800-819-2468

The Policy is issued by
Berkshire Life Insurance Company of America, a wholly
owned stock subsidiary of The Guardian Life Insurance
Company of America, New York, NY.

Berkshire Life Insurance Company of America hereby
furnishes insurance to the extent set out in the Policy.
All of the provisions on this and pages that follow
are part of the Policy.


Secretary


President

You and Your mean the person insured.
We, Us, Our, and Berkshire Life mean
Berkshire Life Insurance Company of America.

NONCANCELLABLE AND GUARANTEED RENEWABLE TO THE EXPIRATION DATE

You may renew the Policy at the end of each Premium Term until the Expiration Date.
During that time, We cannot change the premium or cancel the Policy.

YOUR CONDITIONAL RIGHT TO RENEW AFTER THE EXPIRATION DATE—PREMIUMS CAN CHANGE

After the Expiration Date, You may renew the Policy at the end of each Premium Term
as long as You are not Disabled and You are Gainfully Employed Full Time for at least
ten months each year and the premium is paid on time.

Your premium will be at Our rates then in effect for persons of Your Age, Class of Risk,
Occupation Class, and any special class rating that applies to the Policy. We have the right
to change such premiums on a class basis on any Policy Anniversary.

NOTICE OF TEN-DAY RIGHT TO EXAMINE POLICY

Please read the Policy carefully. It is a legal contract between You and Us. You may return the
Policy to Us or to the representative through whom You bought it within ten days from the
date You receive it. Immediately upon such delivery or mailing, the Policy will be void from the
beginning, and any premium paid for it will be refunded.

Disability Income Policy

Non-Participating

*Berkshire Life Insurance Company of America
is a wholly owned stock subsidiary of
The Guardian Life Insurance Company of America, New York, NY*

1400 (06/10)



Premiums cannot
change and the
policy cannot be
cancelled until age
65 or 67 as long as
premiums are paid
on a timely basis.

Conditionally
renewable after
age 65 or 67, as
long as you are
gainfully employed
(at least 30 hours a
week for at least 10
months each year)
and not disabled.

Schedule of Coverage – Policy Form I400

This is a sample policy, subject to modification in certain states.

Class of Risk will be determined by Company Underwriters. A preferred class of risk qualifies for the lowest available premiums. A standard class of risk qualifies for a higher premium.

6 through 3; 6M through 3M. "M" designates a health care professional.

An Association, Professional Group or Student/Resident Program discount of 10% is available on policy form I400. An Employer-Sponsored discount of 10% is available on policy forms I500 and I600.

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1a

Insured: [John Doe](#) Policy Number: [21234567](#)
Owner: [John Doe](#) Policy Date: [01/01/2012](#)
Loss Payee: [John Doe](#)

Policy Specifications for the Insured

Class of Risk: [Select](#) Gender: [Male](#)
Occupation Class: [6](#) Premium Term: [Annual](#)

Policy Coverage and Premium Summary

<u>Coverage</u>	<u>Monthly Benefit</u>	<u>Annual Premium</u>
Disability Income Insurance Policy	\$0	\$0.00
Social Insurance Substitute Rider		
SIS Maximum Monthly Indemnity:	\$0	\$0.00
Basic Residual Disability Benefit Rider		\$0.00
3% Maximum Cost of Living Adjustment Rider		\$0.00
Catastrophic Disability Benefit Rider	\$0	\$0.00
Retirement Protection Plus Disability Benefit Rider	\$0	\$0.00
Unemployment Waiver of Premium Rider		\$0.00
Benefit Purchase Rider		No Charge
Automatic Benefit Enhancement Rider		No Charge
-----	-----	-----
Total (Premium is before discounts and policy fee)	\$0	\$0.00

<u>Applicable Policy Discount</u>	<u>Discount Percent</u>
Association Discount:	10.00%
Mental and/or Substance-Related Disorders Limitation Discount:	10.00%

Discounted Annual Premium (before policy fee): \$0.00
Annual Policy Fee: \$30.00

Annual Premium (after [discounts and] policy fee): \$0.00

You have selected the level premium payment option. The level premium period will be to Age 65.

This policy is issued with a True Own Occupation definition of Total Disability.

This Schedule Page replaces any previously issued Schedule Page.

1400 (06/10) Schedule Page Date: 01/01/2012

A graded premium option is also available.

This is a sample policy, subject to modification in certain states.

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page [1a](#)

Insured: John Doe	Policy Number: 21234567
Owner: John Doe	Policy Date: 01/01/2012
Loss Payee: John Doe	

About Your Premiums

The premiums for the Policy are based on gender specific rates.

If You elect to increase, decrease or change Coverage or change the Premium Term, Your premium may change.

The following summarizes the premium for each Premium Term option during the level premium period for the Coverage You have selected.

For a Semiannual Premium Term:

You will pay [\\$0.00](#) every 6 months. This means You are paying an additional [\\$0.00](#) or [0%](#) per year, or a total annualized premium of [\\$0.00](#).

For a Quarterly Premium Term:

You will pay [\\$0.00](#) every 3 months. This means You are paying an additional [\\$0.00](#) or [0%](#) per year, or a total annualized premium of [\\$0.00](#).

For a Monthly Premium Term under a list-bill arrangement:

You will pay [\\$0.00](#) every month. This means You are paying an additional [\\$0.00](#) or [0%](#) per year, or a total annualized premium of [\\$0.00](#).

For a Monthly Premium Term utilizing Guard-O-Matic:

You will pay [\\$0.00](#) every month. There is no additional charge for paying Your premiums on a monthly basis versus paying them on an annual basis.

The additional charge, if any, that is added for paying in installments more frequent than payment on an annual basis will remain the same until the end of the initial level premium period.

An increase, decrease or change in Coverage may result in a change in premium, and a new Schedule Page will be provided to You.

A 10% discount and gender specific premium have been applied to this Policy as a result of Your participation in an [association program discount](#). Any policy issued pursuant to the exercise of a Future Increase Option will continue to receive such discount and premium structure only if You are a [member of a qualifying association](#) and We continue to offer such discount and premium structure at the time the Future Increase Option is exercised.

This Schedule Page replaces any previously issued Schedule Page.

[1400 \(06/10\)](#) Schedule Page Date: [01/01/2012](#)

Policy Form I 400 features gender-specific rates. Gender neutral rates are available with Employer-Sponsored Program; Policy Form I 500 is available with employer paid coverage and Policy Form I 600 is available with employee-paid coverage.

The Guard-O-Matic premium is 1/12th of the annual premium. There is no additional fee associated with this payment option.

Premiums may be paid annually, semiannually or quarterly. Monthly premium policy option is available on a list bill or Guard-O-Matic arrangement.

This is a sample policy, subject to modification in certain states.

Elimination Period Options
90 days
180 days
*360 days
*May not be available in all states

This rider provides an additional monthly benefit, payable to a trust account established by you, to help replace retirement contributions in the event you are totally disabled and not gainfully employed.

This rider provides an additional monthly benefit if you become catastrophically disabled.

Provides up to six automatic increases to your monthly indemnity, at an attained age premium while you are not disabled.

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1a

Insured: John Doe Policy Number: Z1234567
Owner: John Doe Policy Date: 01/01/2012
Loss Payee: John Doe

Disability Income Insurance Policy Coverage Summary

Issue Age	Monthly Indemnity	Elimination Period	Accumulation Period	Benefit Period	Expiration Date	Annual Premium
35	\$0.00	90 days	210 days	To Age 65	01/01/2012	\$0.00

Catastrophic Disability Benefit Rider Coverage Summary

Issue Age	Catastrophic Disability Indemnity	Elimination Period	Accumulation Period	Benefit Period	Expiration Date	Annual Premium
35	\$0.00	90 days	210 days	To Age 65	01/01/2012	\$0.00

Retirement Protection Plus Disability Benefit Rider Coverage Summary

Issue Age	RPP Monthly Indemnity	Elimination Period	Accumulation Period	Benefit Period	Expiration Date	Annual Premium
35	\$0.00	90 days	210 days	To Age 65	01/01/2012	\$0.00

Automatic Benefit Enhancement Rider Coverage Summary

Automatic Increase Rate: 4.00%
Rider Annual Premium: No Charge

You will be responsible for the premium for each Automatic Increase that is placed in force.

This Schedule Page replaces any previously issued Schedule Page.

1400 (06/10) Schedule Page Date: 01/01/2012

This is a sample policy, subject to modification in certain states.

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page [1a](#)

Insured: [John Doe](#) Policy Number: [Z1234567](#)
Owner: [John Doe](#) Policy Date: [01/01/2012](#)
Loss Payee: [John Doe](#)

About Your Benefit Period

The Benefit Period for the Policy meets the federal guidelines for nondiscrimination in employment because of age.

The Maximum Benefit Period for Mental and/or Substance-Related Disorders is [limited to 24 months during Your lifetime. We will never pay more than 24 months of benefits during Your lifetime for a Disability due to a Mental and/or Substance-Related Disorder, except while You are continuously confined in a Hospital for treatment of such Disability and You are under the regular care of a Physician. Under no circumstance will We pay benefits for any Disability due to a Mental and/or Substance-Related Disorder that We have excluded by name or specific description.](#)

For a [To Age 65](#) Benefit Period:

<u>If Disability begins</u>	<u>The Benefit Period is</u>
Prior to age 60	To Age 65
At or after age 60, but before age 61	60 Months
At or after age 61, but before age 62	48 Months
At or after age 62, but before age 63	42 Months
At or after age 63, but before age 64	36 Months
At or after age 64, but before age 65	30 Months
At or after age 65, but before age 75	24 Months
At or after age 75	12 months

This Schedule Page replaces any previously issued Schedule Page.

[1400 \(06/10\)](#) Schedule Page Date: [01/01/2012](#)

Each benefit period has a corresponding table. This version appears on the schedule page of policies issued with a [To Age 65](#) benefit period.

There is a 24-month limitation on benefits payable for mental and/or substance-related disorders for all policies (except VT) with a corresponding discount (except in VT, CA & FL) that varies by benefit period as follows:

Base Policy	
<u>Benefit Period</u>	<u>Discount</u>
To Age 65/67	10%
10 Years	8%
5 Years	6%
2 Years	0%

This is a sample policy, subject to modification in certain states.

Each benefit period has a corresponding table. This version appears on the schedule page of policies issued with a To Age 67 benefit period.

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1a

Insured: John Doe Policy Number: Z1234567
Owner: John Doe Policy Date: 01/01/2012
Loss Payee: John Doe

About Your Benefit Period

The Benefit Period for the Policy meets the federal guidelines for nondiscrimination in employment because of age.

The Maximum Benefit Period for Mental and/or Substance-Related Disorders is limited to 24 months during Your lifetime. We will never pay more than 24 months of benefits during Your lifetime for a Disability due to a Mental and/or Substance-Related Disorder, except while You are continuously confined in a Hospital for treatment of such Disability and You are under the regular care of a Physician. Under no circumstance will We pay benefits for any Disability due to a Mental and/or Substance-Related Disorder that We have excluded by name or specific description.

For a To Age 67 Benefit Period:

<u>If Disability begins</u>	<u>The Benefit Period is</u>
<u>Prior to age 60</u>	<u>To Age 67</u>
At or after age 60, but before age 61	84 Months
At or after age 61, but before age 62	72 Months
At or after age 62, but before age 63	60 Months
At or after age 63, but before age 64	48 Months
At or after age 64, but before age 65	36 Months
At or after age 65, but before age 75	24 Months
At or after age 75	12 months

This Schedule Page replaces any previously issued Schedule Page.

1400 (06/10) Schedule Page Date: 01/01/2012

There is a 24-month limitation on benefits payable for mental and/or substance-related disorders for all policies (except VT) with a corresponding discount (except in VT, CA & FL) that varies by benefit period as follows:

Base Policy	
<u>Benefit Period</u>	<u>Discount</u>
To Age 65/67	10%
10 Years	8%
5 Years	6%
2 Years	0%

This is a sample policy, subject to modification in certain states.

Each benefit period has a corresponding table. This version appears on the schedule page of policies issued with a 10 Year benefit period.

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1a

Insured: John Doe Policy Number: Z1234567
Owner: John Doe Policy Date: 01/01/2012
Loss Payee: John Doe

About Your Benefit Period

The Benefit Period for the Policy meets the federal guidelines for nondiscrimination in employment because of age.

The Maximum Benefit Period for Mental and/or Substance-Related Disorders is limited to 24 months during Your lifetime. We will never pay more than 24 months of benefits during Your lifetime for a Disability due to a Mental and/or Substance-Related Disorder, except while You are continuously confined in a Hospital for treatment of such Disability and You are under the regular care of a Physician. Under no circumstance will We pay benefits for any Disability due to a Mental and/or Substance-Related Disorder that We have excluded by name or specific description.

For a Ten-Year Benefit Period:

<u>If Disability begins</u>	<u>The Benefit Period is</u>
<u>Prior to age 55</u>	<u>120 Months</u>
<u>At or after age 55, but before age 60</u>	<u>To Age 65</u>
<u>At or after age 60, but before age 61</u>	<u>60 Months</u>
<u>At or after age 61, but before age 62</u>	<u>48 Months</u>
<u>At or after age 62, but before age 63</u>	<u>42 Months</u>
<u>At or after age 63, but before age 64</u>	<u>36 Months</u>
<u>At or after age 64, but before age 65</u>	<u>30 Months</u>
<u>At or after age 65, but before age 75</u>	<u>24 Months</u>
<u>At or after age 75</u>	<u>12 months</u>

This Schedule Page replaces any previously issued Schedule Page.

1400 (06/10) Schedule Page Date: 01/01/2012

There is a 24-month limitation on benefits payable for mental and/or substance-related disorders for all policies (except VT) with a corresponding discount (except in VT, CA & FL) that varies by benefit period as follows:

Base Policy	
<u>Benefit Period</u>	<u>Discount</u>
To Age 65/67	10%
10 Years	8%
5 Years	6%
2 Years	0%

This is a sample policy, subject to modification in certain states.

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1a

Insured: John Doe
Owner: John Doe
Loss Payee: John Doe

Policy Number: Z1234567
Policy Date: 01/01/2012

About Your Benefit Period

The Benefit Period for the Policy meets the federal guidelines for nondiscrimination in employment because of age.

The Maximum Benefit Period for Mental and/or Substance-Related Disorders is limited to 24 months during Your lifetime. We will never pay more than 24 months of benefits during Your lifetime for a Disability due to a Mental and/or Substance-Related Disorder, except while You are continuously confined in a Hospital for treatment of such Disability and You are under the regular care of a Physician. Under no circumstance will We pay benefits for any Disability due to a Mental and/or Substance-Related Disorder that We have excluded by name or specific description.

For a Five-Year Benefit Period:

<u>If Disability begins</u>	<u>The Benefit Period is</u>
Prior to age 61	60 Months
At or after age 61, but before age 62	48 Months
At or after age 62, but before age 63	42 Months
At or after age 63, but before age 64	36 Months
At or after age 64, but before age 65	30 Months
At or after age 65, but before age 75	24 Months
At or after age 75	12 months

Each benefit period has a corresponding table. This version appears on the schedule page of policies issued with a 5 Year benefit period.

There is a 24-month limitation on benefits payable for mental and/or substance-related disorders for all policies (except VT) with a corresponding discount (except in VT, CA & FL) that varies by benefit period as follows:

Base Policy	
<u>Benefit Period</u>	<u>Discount</u>
To Age 65/67	10%
10 Years	8%
5 Years	6%
2 Years	0%

This Schedule Page replaces any previously issued Schedule Page.

1400 (06/10)

Schedule Page Date: 01/01/2012

This is a sample policy, subject to modification in certain states.

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page [1a](#)

Insured: [John Doe](#) Policy Number: [Z1234567](#)
Owner: [John Doe](#) Policy Date: [01/01/2012](#)
Loss Payee: [John Doe](#)

About Your Benefit Period

The Benefit Period for the Policy meets the federal guidelines for nondiscrimination in employment because of age.

The Maximum Benefit Period for Mental and/or Substance-Related Disorders is [limited to 24 months during Your lifetime. We will never pay more than 24 months of benefits during Your lifetime for a Disability due to a Mental and/or Substance-Related Disorder, except while You are continuously confined in a Hospital for treatment of such Disability and You are under the regular care of a Physician. Under no circumstance will We pay benefits for any Disability due to a Mental and/or Substance-Related Disorder that We have excluded by name or specific description.](#)

For a [Two-Year](#) Benefit Period:

<u>If Disability begins</u>	<u>The Benefit Period is</u>
Prior to age 75	24 Months
At or after age 75	12 Months

This Schedule Page replaces any previously issued Schedule Page.

[1400 \(06/10\)](#) Schedule Page Date: [01/01/2012](#)

Each benefit period has a corresponding table. This version appears on the schedule page of policies issued with a [2 Year](#) benefit period.

There is a 24-month limitation on benefits payable for mental and/or substance-related disorders for all policies (except VT) with a corresponding discount (except in VT, CA & FL) that varies by benefit period as follows:

Base Policy Benefit Period	Discount
To Age 65/67	10%
10 Years	8%
5 Years	6%
2 Years	0%

This is a sample policy, subject to modification in certain states.

TABLE OF CONTENTS

Definitions	3
Provisions Relating to Benefits	7
Total Disability Benefit	7
Medical Care Requirement	7
Presumptive Total Disability Benefit	7
Capital Sum Benefit	7
Fractional Month	7
Waiver of Elimination Period	8
Recurrent Disability	8
Concurrent Disability	8
Separate Periods of Disability	8
Transplant and Cosmetic Surgery	8
Waiver of Premium Benefit	8
Provisions Relating to Rehabilitation and Workplace Modification	9
Rehabilitation Benefit	9
Modification and Access Benefit	9
Provision Relating to Suspension	9
Suspension During Military Service	9
Exclusions and Limitations	10
Exclusions	10
Limitation While Outside the United States or Canada	10
Pre-existing Condition Limitation	10
Mental and/or Substance-Related Disorders Limitation	10
Provisions Relating to Claims	10
Notice of Claim	10
Claim Forms	11
Proof of Loss	11
Time of Payment of Claims	11
Payment of Claims	11
Examinations	11
Responsibility to Cooperate and Obtain Appropriate Medical Care	12
Provisions Relating to Premium and Renewal	12
Premium	12
Grace Period	12
Premium Term Changes	12
Renewal After The Expiration Date	12
Reinstatement	12
General Contract Provisions	13
Consideration	13
Effective Date Provision	13
Preliminary Term Provision	13
Entire Contract; Changes	13
Incontestable	13
Termination of the Policy	13
Conformity with State Laws	13
Legal Actions	13
Misstatement of Age	14
Assignment	14
Waiver of Policy Provisions	14

Additional Coverage, if any, is shown in the Schedule Page
and is described in the rider forms attached to the Policy.

If You have questions about the Policy,
You may call Berkshire Life Insurance Company of America at 1-800-819-2468.

Questions about
this policy can
be directed to
Berkshire at the
toll free number
provided.

Policy Definitions – Policy Form 1400

This is a sample policy, subject to modification in certain states.

Throughout this policy, defined terms are capitalized.

Different periods of disability can count toward satisfying the elimination period. The days on which you are disabled need not be consecutive.

DEFINITIONS

Accumulation Period

The Accumulation Period is shown in the Schedule Page. It is an uninterrupted period of consecutive days that begins on the first day that You are Disabled and during which the Elimination Period must be satisfied.

Age

References to a specific age – such as age 65 – mean Your age as of the Policy Anniversary that first occurs on or after the birthday on which You attain that age.

Benefit Period

The Benefit Period is shown in the Schedule Page. It is the longest period of time for which We will pay benefits for a continuous Disability from the same cause.

Class of Risk

The Class of Risk is shown in the Schedule Page.

Coverage

Coverage means the benefits available under the Policy.

Disability or Disabled

Disability means Total Disability. Disabled means Totally Disabled.

Effective Date

Effective Date means the date that the Policy, or a rider, takes effect.

Elimination Period

The Elimination Period is shown in the Schedule Page. The Elimination Period is the number of days that must elapse before benefits become payable. The Elimination Period starts on the first day that You are Disabled. You must be Disabled, from the same cause or a different cause for this entire period. The days within this period need not be consecutive, but they must occur within the Accumulation Period. Benefits will not accrue or be payable during the Elimination Period.

Expiration Date

The Expiration Date is shown in the Schedule Page. Expiration Date means the date on which Coverage ends, if the Policy has not previously terminated.

Full Time

Full Time means at least 30 hours each week.

Gainfully Employed or Gainful Employment

Gainfully Employed or Gainful Employment means actively at work or engaged in activities for Income, remuneration or profit.

Hospital

Hospital means a facility or institution legally operating as a hospital that:

- is mainly engaged in providing inpatient care and treatment of sick or injured persons, and routinely makes a charge for such care; and
- is supervised by a staff of physicians on the premises; and
- provides 24-hour nursing services on the premises by registered graduate nurses.

In no event will Hospital include any institution or facility that is:

- operated as a rest home, a convalescent facility, or a long-term nursing care facility; or
- mainly for the care of the aged, or which primarily affords custodial or educational care.

This is a sample policy, subject to modification in certain states.

We do not include income that is received for services performed prior to your disability.

Income

Income means the compensation that You receive, or which is attributable to You, for work or personal services, after Business Expenses, but before any other deductions. Income includes salaries, wages, fees, commissions, bonuses, pension and profit sharing contributions, other payments for Your personal services, and other compensation or income earned by You or attributable to You by a business in which You have an ownership interest. Income does not include any form of Unearned Income as long as the Unearned Income is not the result of work or personal services You provide. With respect to other compensation or income earned by You or attributable to You by a business in which You have an ownership interest, this amount is determined after deduction of normal and customary unreimbursable Business Expenses but before deduction of any of Your personal income taxes.

Unearned Income includes income from dividends, capital gains, interest (including tax exempt interest), rentals, royalties, alimony, investments, business interests as an inactive owner, and income received from deferred compensation plans, formal sick pay plans, retirement plans or disability income policies.

Prior Income means Your average monthly Income for either the last 24 calendar months just prior to the date on which You became Disabled, or for the two calendar years with the highest earnings in the three calendar years just prior to the date on which You became Disabled, whichever is greater.

Current Income means all Income, as defined above, for each month during a period of Disability. We will not include Income received for services rendered prior to the start of Disability in Your Current Income.

Business Expenses means the regular business expenses which may be deducted from gross earned income for federal tax purposes for the period Income is being determined. When You are Disabled, Your monthly Business Expenses may not exceed Your average monthly Business Expenses for the same period in which Your Prior Income was determined.

Loss of Income means the difference between Your Prior Income and Your Current Income. This difference will be considered a Loss of Income to the extent it is solely the result of the Injury or Sickness that caused Your Disability.

Injury

Injury means accidental bodily injury that first occurs on or after the Effective Date and while the Policy is in force, and that is not contributed to by Sickness.

Issue Age

Issue Age is shown in the Schedule Page. It is Your Age on the Policy Date.

Loss Payee

The Loss Payee is named in the Schedule Page. We will pay benefits for which We are liable to the Loss Payee.

Maximum Benefit Period for Mental and/or Substance-Related Disorders

Maximum Benefit Period for Mental and/or Substance-Related Disorders is shown in the Schedule Page. It is the longest period of time, during the duration of the Policy, for which We will pay benefits for loss contributed to or caused by Mental and/or Substance-Related Disorders.

Mental and/or Substance-Related Disorders

Mental and/or Substance-Related Disorders means any disorder classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM). This includes but is not limited to, psychiatric, psychological, emotional, or behavioral disorders, or disorders related to stress or to substance abuse or dependency, or any biological or biochemical disorder or imbalance of the brain regardless of the cause, including any complications thereof. This does not include dementia or cognitive impairment resulting from stroke, physical trauma, infections, or a form of senility or irreversible dementia such as Alzheimer's Disease.

Diagnostic and Statistical Manual of Mental Disorders or DSM means the most recent version of the diagnostic manual as published by the American Psychiatric Association (APA) as of the start of Your Disability. If the DSM is discontinued, We will use the replacement chosen by the APA, or by an organization which succeeds it.

This is a sample policy, subject to modification in certain states.

Monthly Indemnity

Monthly Indemnity is shown in the Schedule Page. It is the amount We will pay for each month of Total Disability.

Occupation Class

The Occupation Class is shown in the Schedule Page.

Owner

Owner is shown in the Schedule Page. You are the Owner unless some other person or entity is named in the Schedule Page. The Owner has the right to renew the Policy, to request a change in Coverage, to change the Loss Payee, and to make other Policy changes.

Physician

Physician means a person who is licensed by law in the state in which he or she practices as a Medical Doctor or Doctor of Osteopathy, and is acting within the scope of that license to treat Injury or Sickness that results in a Disability. A Physician cannot be You or anyone related to You by blood or marriage, a member of Your household, Your business or professional partner or employer, or any person who has a financial affiliation or business interest with You. If Your Disability is due to a Mental and/or Substance-Related Disorder, the Physician must be a licensed psychiatrist or a licensed doctoral level psychologist.

Policy

Policy means the legal contract between You and Us. The entire contract consists of the Policy, any application(s), the Schedule Pages and any attached riders, amendments, and endorsements.

Policy Anniversary

Policy Anniversary is the Yearly Anniversary of the Policy Date while the Policy remains in force.

Policy Date

The Policy Date is shown in the Schedule Page. It is the date from which premiums are calculated and become due.

Pre-existing Condition

Pre-existing Condition means a physical or mental condition:

- that was misrepresented or not disclosed in Your application; and
- for which You received professional medical advice, diagnosis or treatment within two years before the Effective Date; or
- that caused symptoms within one year before the Effective Date for which a prudent person would usually seek professional medical advice, diagnosis or treatment.

Preliminary Term

Preliminary Term, if shown in the Schedule Page, means the period of time for which the Policy is in force prior to the Policy Date. If applicable, the Preliminary Term premium is shown in the Schedule Page.

Premium Term

Premium Term is shown in the Schedule Page. It is the frequency of Your premium payments.

Sickness

Sickness means an illness or disease that first manifests itself on or after the Effective Date and while the Policy is in force.

Suspension Period

Suspension Period is a period of time during which the Policy will not be in force. We will neither accept premiums nor pay benefits under the Policy during a Suspension Period. The Policy will not cover losses that result from Injury or Sickness that occurs or begins during a Suspension Period. No privileges or options under the Policy or any attached riders may be exercised during a Suspension Period.

Termination Date

Termination Date means the date on which the Policy terminates.

This is a sample policy, subject to modification in certain states.

Coverage in your occupation if you are totally disabled, even if you are gainfully employed in another occupation (True Own Occupation).

● **Total Disability or Totally Disabled**

Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Your Occupation.

You will be Totally Disabled even if You are Gainfully Employed in another occupation so long as, solely due to Injury or Sickness, You are not able to work in Your Occupation.

Working an average of more than 40 hours in a week, in itself, is not a material and substantial duty.

We, Us, Our and Berkshire Life

We, Us, Our and Berkshire Life mean Berkshire Life Insurance Company of America.

You and Your

You and Your mean the person named as the insured in the Schedule Page of the Policy.

Your Occupation

Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled.

For policies issued to individuals in occupation classes 6 through 3, this version of policy page 6 will be included and "1400, 1500 or 1600" will appear.

1400 (06/10)

Page 6

This is a sample policy, subject to modification in certain states.

Coverage in your occupation if you are totally disabled, even if you are gainfully employed in another occupation (True Own Occupation).

The I 400 M, I 500 M, and I 600 M policy form includes “specialty language” for physicians and dentists.

For policies issued to individuals in occupation classes 6M through 3M, this version of policy page 6 will be included and “I 400 M”, “I 500 M”, or “I 600 M” will appear.

Total Disability or Totally Disabled

Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Your Occupation.

You will be Totally Disabled even if You are Gainfully Employed in another occupation so long as, solely due to Injury or Sickness, You are not able to work in Your Occupation.

Working an average of more than 40 hours in a week, in itself, is not a material and substantial duty.

We, Us, Our and Berkshire Life

We, Us, Our and Berkshire Life mean Berkshire Life Insurance Company of America.

You and Your

You and Your mean the person named as the insured in the Schedule Page of the Policy.

Your Occupation

Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled.

If You have limited Your Occupation to the performance of the material and substantial duties of a single medical specialty or to a single dental specialty, We will deem that specialty to be Your Occupation.

I 400 M (06/10)

Page 6

This is a sample policy, subject to modification in certain states.

Coverage in your occupation if you are totally disabled and not gainfully employed (Modified Own Occupation and policies issued under the Retirement Protection Plus Program).

Total Disability or Totally Disabled

Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Your Occupation and You are not Gainfully Employed.

Working an average of more than 40 hours in a week, in itself, is not a material and substantial duty.

We, Us, Our and Berkshire Life

We, Us, Our and Berkshire Life mean Berkshire Life Insurance Company of America.

You and Your

You and Your mean the person named as the insured in the Schedule Page of the Policy.

Your Occupation

Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled.

For all policies issued with the Modified Own Occupation Definition or under the Retirement Protection Plus Program, this version of policy page 6 will be included and "1400 R", "1500 R", or "1600 R" will appear.

1400 R (06/10)

Page 6

This is a sample policy, subject to modification in certain states.

A monthly benefit is provided for total disability.

You do not need to be irrecoverably disabled to qualify for the presumptive total disability benefit.

Payable in addition to any other benefit.

PROVISIONS RELATING TO BENEFITS

Total Disability Benefit
When You are Totally Disabled, We will pay the Monthly Indemnity as follows:

- You must become Totally Disabled while the Policy is in force.
- You must satisfy the Elimination Period.
- After You have satisfied the Elimination Period, Monthly Indemnity will be payable at the end of each month while You remain Totally Disabled.
- Monthly Indemnity will stop at the end of the Benefit Period or, if earlier, on the date You are no longer Totally Disabled.

We will not increase the Monthly Indemnity because You are Totally Disabled from more than one cause at the same time.

Medical Care Requirement
We will not pay benefits nor waive premium under the Policy for any period of Disability during which You are not under the regular medical care of a Physician. The medical care must be provided by a Physician whose specialty is appropriate for Your Injury or Sickness. The medical care must be appropriate, according to prevailing medical standards, for the condition causing the Disability.

We will waive the medical care requirement during any claim under the Policy upon reasonable written proof that Your Injury or Sickness no longer requires the regular medical care of a Physician under prevailing medical standards. Such waiver will not restrict Our rights under the Proof of Loss and Examinations provisions of the Policy.

Presumptive Total Disability Benefit
We will always consider You to be Totally Disabled even if You are Gainfully Employed, if Injury or Sickness results in your total and complete loss of:

- the sight in both eyes;
- hearing in both ears;
- speech; or
- the use of both hands, both feet, or one hand and one foot, in their entirety.

If Your Injury or Sickness results from one of these conditions, We will waive the unexpired portion of the Elimination Period and benefits will start to accrue from the date of Your Total Disability. Monthly Indemnity will be paid for as long as Your Total Disability continues, but not longer than the Benefit Period.

Capital Sum Benefit
The Capital Sum Benefit is a lump sum amount in addition to any other benefit payable under the Policy. The Capital Sum Benefit is equal to 12 times the Monthly Indemnity at the time You suffer a capital loss.

A capital loss means the total and irrecoverable loss of all sight in one eye; or the complete loss of a hand or foot by severance through or above the wrist or ankle. Such loss must result from Injury or Sickness.

If You suffer a capital loss while the Policy is in force and survive it for 30 days, We will pay the Capital Sum Benefit for each such loss. But We will not pay for more than two such losses in Your lifetime. If the Policy has terminated, We will pay for a capital loss which results from an Injury sustained while the Policy was in force and which occurs within 90 days after the date of that Injury.

Fractional Month
We will pay 1/30 of the monthly benefit payable under the Policy for each day for which We are liable when You are Disabled for less than a full month.

We will waive the medical care requirements in certain situations.

1400 (06/10)

Page 7

This is a sample policy, subject to modification in certain states.

This can mean first-day coverage for periods of disability beginning within five years after full recovery, regardless of cause.

Waiver of Elimination Period

We will waive the Elimination Period if:

- You become Disabled within five years after the end of a previous Disability; and
- The previous Disability lasted more than six months; and
- We paid benefits under the Policy for the previous Disability.

Recurrent Disability

If, after the end of a period of Disability, You become Disabled again, the later period of Disability will be deemed a continuation of the previous Disability, if:

- You have returned to Full Time Gainful Employment for a period of less than 12 months after the previous Disability ends; and
- the Disability results entirely or in part from the same cause or causes as the previous Disability; and
- We paid benefits under the Policy for the previous Disability.

If the Disability is determined to be a continuation of the previous Disability, Your prior claim for Disability will resume and no new Elimination Period will be required. You must satisfy all terms and conditions set forth in the Policy.

If the Disability is determined not to be a continuation of the previous Disability, then the current period of Disability will be considered a new and separate Disability.

Concurrent Disability

We will pay benefits for a concurrent Disability as if there were only one Injury or Sickness. Once a period of Disability begins, We will consider it to be a continuous period of Disability no matter what Injury or Sickness, or combination thereof, caused the Disability or caused it to continue. In all cases, if You are Disabled from more than one cause, the amount and duration of benefits will not be more than that for any one cause.

Separate Periods of Disability

If You continue to be Disabled after the Benefit Period ends, You will not be eligible for a new Benefit Period unless:

- You recover from the previous Disability; and
- You return to Full Time Gainful Employment; and
- the Policy remains in force; and
- You have satisfied all other terms and conditions of the Policy.

Coverage for total disability resulting from transplant surgery or complications due to cosmetic surgery is available.

Transplant and Cosmetic Surgery

If, more than six months after the Effective Date, You become Totally Disabled because of:

- the transplant of a part of Your body to another person, or
- complications of cosmetic surgery to improve Your appearance or correct a disfigurement,

We will deem You to be Totally Disabled as a result of Sickness.

Waiver of Premium Benefit

If You are Disabled for the length of the Elimination Period due to Injury or Sickness not excluded from Coverage:

- We will refund that portion of any premium paid which applies to the period of Disability beyond the date that You were first Disabled in the same claim.
- We will then waive any later premiums that are due while You are continuously Disabled in the same claim and receiving benefits for the Disability.
- We will continue to waive premiums for the six-month period after You recover. At the end of the six-month period, You are responsible for the pro rata portion of the premium for the remainder of the current Premium Term, and all premiums that fall due thereafter in order to keep the Policy in force.

Premiums are refunded that apply to the period of disability, even if they were paid before the disability began.

No new elimination period if a disability from the same cause or causes occurs within 12 months of a previous period of disability.

We will waive any premiums that are due while you are disabled and receiving benefits, and for 6 months after you recover and benefits end.

This is a sample policy, subject to modification in certain states.

If, after the end of the Benefit Period and before the Expiration Date You remain continuously Disabled, waiver of premium will continue. If You subsequently recover from the Disability, You must notify us within six months of the date You recover. You will then be responsible for the pro rata portion of the premium for the remainder of the current Premium Term and all premiums that fall due thereafter. Failure to notify Us within six months of the date You recover will result in termination of the Policy.

The Waiver of Premium Benefit will also apply if benefits are payable because You have met the requirements of the Recurrent Disability provision.

Nothing in this provision will change the conditions for renewal after the Expiration Date that require You to be Gainfully Employed Full Time for at least ten months each year.

OCCUPATIONAL REHABILITATION, MODIFICATION AND ACCESS BENEFITS

Occupational Rehabilitation Benefit

If You are Disabled, You may be eligible for an Occupational Rehabilitation Benefit. If You and We agree in advance on a program of occupational rehabilitation, We will pay for the program as set forth in a signed written agreement. The program of occupational rehabilitation must be a formal plan that will help You to return to Gainful Employment in Your Occupation. The program must be directed by an organization or individual licensed or accredited to provide occupational rehabilitation or education to persons who are disabled.

The extent of Our role in this program will be determined by the written agreement. We will pay only those costs that are not otherwise covered by insurance, workers' compensation, or any public fund or program.

We will periodically review the program and Your progress in it. We will continue to pay for the program, subject to the written agreement, as long as We determine that it is helping You return to Gainful Employment in Your Occupation.

Participating in a program of occupational rehabilitation will not in itself be considered a recovery from the Injury or Sickness that resulted in Your Disability, and benefits will continue as provided in the Policy.

Modification and Access Benefit

If You are Disabled, You may be eligible for the Modification and Access Benefit. If a modification is determined by Us to be appropriate and reasonable to enable You to perform Your material and substantial duties, We will reimburse You for the cost that You incur for such modification upon written proof acceptable to Us as set forth in a signed written agreement. The purpose of any such modification must be to help You to return to Gainful Employment in Your Occupation.

SUSPENSION FOR ACTIVE MILITARY SERVICE

Suspension for Active Military Service

We will suspend the Policy on the date You begin active duty in the military of any nation or international authority including but not limited to the United States Army, Navy, Air Force, Marine Corps, Coast Guard, or National Guard. We will neither require premiums nor pay benefits under the Policy during a Suspension Period. Acceptance of premiums by Us while You are on active duty will not waive the Suspension Period.

The Suspension Period starts when active duty begins. Active duty begins at 12:01 a.m. on the date You are obligated to appear for active duty and for which You will be paid for such duty. Active duty does not include training that lasts 90 days or less, or any period of travel preceding a period of active duty.

The Policy must be in force and premiums must be paid to the date on which the Suspension Period begins. We will refund any premium paid which applies to the Suspension Period.

The Suspension Period ends when You are no longer on active duty. After the end of the Suspension Period, You may request that We place the Policy back in force without evidence of insurability. The Policy will be placed back in force when We receive a written request and the required pro rata premium. Any request and premium payment must be received by Us within 90 days after the date Your active duty ends. The Policy will terminate if the premium for the Policy remains unpaid for more than 90 days after the end of a Suspension Period.

Additional benefits to help you return to gainful employment in your occupation.

This is a sample policy, subject to modification in certain states.

There are exclusions and limitations in this policy, subject to state variations.

notwithstanding the Grace Period.

If the Policy is reinstated following the Suspension Period, premiums will be at the same rate that they would have been had the Policy remained in force. If reinstated pursuant to this provision, the Policy will only cover losses that result from Injury that occurs after the end of the Suspension Period or Sickness that first manifests itself more than ten days after the end of the Suspension Period. No privileges or options under the Policy or any attached riders may be exercised during a Suspension Period. In all other respects, You and We will have the same rights under the Policy as before it was suspended.

EXCLUSIONS AND LIMITATIONS

Exclusions

We will not pay benefits for any Disability:

- caused by, contributed to, or which results from military training, military action, military conflict, or war, whether declared or undeclared, while You are serving in the military or units auxiliary thereto, or working for contracted military services;
- during any period of time in which You are incarcerated;
- caused by, contributed to, or which results from Your commission of, or attempt to commit, a criminal offense as defined under local, state, or federal law;
- caused by, contributed to, or which results from Your being engaged in an illegal occupation;
- caused by, contributed to, or which results from the suspension, revocation or surrender of Your professional or occupational license or certification;
- caused by, contributed to, or which results from an intentionally self-inflicted Injury;
- during the first three months of Disability or the Elimination Period, if longer, that is caused by, contributed to, or which results from normal pregnancy or childbirth; or
- due to any loss We have excluded by name or specific description.

The normal pregnancy exclusion is not included in the 1500 and 1600 Policy Forms.

Limitation While Outside the United States or Canada

You must be living full time in the 50 states which comprise the United States of America, the District of Columbia or Canada in order to receive benefits under the Policy, except for incidental travel or vacation; otherwise, benefits will cease. Incidental travel or vacation means being outside of the 50 states which comprise the United States of America, the District of Columbia or Canada for less than 60 days in a 12-month period. You may not recover benefits that have ceased pursuant to this limitation.

If benefits under the Policy have ceased pursuant to this limitation and You return to the 50 states that comprise the United States of America, the District of Columbia or Canada, You may become eligible to resume receiving benefits under the Policy. You must satisfy all terms and conditions of the Policy in order to be eligible to resume receiving benefits under the Policy.

If You remain outside of the 50 states which comprise the United States of America, the District of Columbia or Canada, premiums will become due beginning six months after benefits cease.

Pre-existing Condition Limitation

We will not cover any loss that begins in the first two years after the Effective Date from a Pre-existing Condition.

Mental and/or Substance-Related Disorders Limitation

Benefits for any Disability due to a Mental and/or Substance-Related Disorder will be paid for a period not longer than the Maximum Benefit Period for Mental and/or Substance-Related Disorders.

After the Maximum Benefit Period for Mental and/or Substance-Related Disorders and subject to the Policy provisions, We will only pay benefits while You are continuously confined in a Hospital for treatment of a Disability due to a Mental and/or Substance-Related Disorder, and You are under the regular medical care of a Physician.

Under no circumstance will We pay benefits for any Disability due to a Mental and/or Substance-Related Disorder that We have excluded by name or specific description.

This is a sample policy, subject to modification in certain states.

PROVISIONS RELATING TO CLAIMS

Notice of Claim

You must give Us written Notice of Claim within 30 days after any loss covered by the Policy occurs or begins, or as soon after that as is reasonably possible. Written Notice of Claim, with complete information to identify You, will be sufficient if provided to Us at Our home office, 700 South Street, Pittsfield, MA 01201.

Claim Forms

When We receive written Notice of Claim, We will send Claim Forms for filing Proof of Loss. Claim Forms must be completed, signed and returned to Us, and are a required part of Proof of Loss. If We do not send You such forms within 15 days after receiving written Notice of Claim, You may submit a written statement within the time fixed in the Policy for filing Proof of Loss, which provides the nature and extent of the loss for which a claim is made.

Proof of Loss

You must provide Us with written Proof of Loss at Our home office for a loss within 90 days after the end of each monthly period for which You are claiming benefits. All losses must occur while the Policy is in force.

We can require any proof that We consider necessary to evaluate Your claim. Such proof may include, but is not limited to, medical records, employment records, business records, evidence of Your Prior and Current Income, financial records, and any other information necessary for Us to evaluate Your claim.

If You cannot give Us written Proof of Loss within the prescribed time, We will not deny or reduce Your claim if You give Us written Proof of Loss as soon as reasonably possible. Under no circumstance will We pay benefits if written Proof of Loss is delayed for more than one year, unless You have lacked legal capacity.

Time of Payment of Claims

Subject to satisfactory written Proof of Loss and upon Our determination that benefits are payable under the provisions of the Policy, We will pay all accrued benefits for Disability and other specified losses for which We are liable. Benefits will be payable at the end of each month after the period of liability has occurred while You are Disabled. Any amounts unpaid when Our liability ends will be paid promptly after We receive satisfactory written Proof of Loss.

Payment of Claims

You must satisfy all terms and conditions of the Policy in order for benefits to become payable. After all required Proof of Loss is provided and the claim is approved by Us, We will pay the benefits of the Policy for which we are liable to the Loss Payee.

Coverage terminates upon Your death. Any accrued benefits unpaid at Your death will be paid to Your estate.

If any benefit of the Policy becomes payable to a person not competent to give a release, We may pay such benefit, up to \$1,000, to one of Your relatives by blood or marriage who We believe is entitled to it. Any payment made in good faith under this provision will fully discharge Us to the extent of such payment.

Examinations

We have the right to have You examined at Our expense and as often as We may reasonably require to determine Your eligibility for benefits under the Policy as part of Proof of Loss. We reserve the right to select the examiner. The examiner will be a specialist appropriate to the assessment of Your claim.

The examinations may include but are not limited to medical examinations, functional capacity examinations, psychiatric examinations, vocational evaluations, rehabilitation evaluations, and occupational analyses. Such examinations may include any related tests that are reasonably necessary to the performance of the examination. We will pay for the examination. We may deny or suspend benefits under the Policy if You fail to attend an examination or fail to cooperate with the examiner.

You must meet with Our representative for a personal interview or review of records at such time and place, and as frequently as We reasonably require. Upon Our request, You must provide appropriate documentation.

We have the right, at our expense, to analyze or require an analysis of all relevant financial and operational

These important provisions of the policy outline how to file a claim for benefits, what information may be required for our evaluation of the claim and how benefits are paid.

This is a sample policy, subject to modification in certain states.

There is a grace period of 31 days from the due date of any unpaid premium.

records, including Your personal, business and corporate federal and state tax returns, as often as We may reasonably require by a financial examiner of Our choice. Such assessments may include analysis of business, financial and operational records for any business in which You have or may have an ownership interest. We can require that Your accounting practices be the same as those which were in effect at the time You first became Disabled.

Responsibility to Cooperate and Obtain Appropriate Medical Care

You have the responsibility to cooperate with Us concerning all matters relating to the Policy and claims thereunder. You have the responsibility to obtain all reasonably appropriate medical care for the condition for which You are claiming benefits.

PROVISIONS RELATING TO PREMIUM AND RENEWAL

Premium

Premiums are due on the first day of each Premium Term. If You die, We will refund to Your estate that part of any premium which applies to the period after Your date of death.

Grace Period

After the first Premium Term, We allow a Grace Period of 31 days in which to pay each premium due. The Policy stays in force during the Grace Period. If You have not paid the premium when it is due or by the end of the Grace Period, the Policy will lapse.

Premium Term Changes

On any premium due date, You may change the Premium Term, but We will not allow any change which would result in a premium not being due on a Policy Anniversary.

On request, and subject to Our approval, premiums may be paid annually or on a periodic basis. The Premium Terms available are annual, semiannual or quarterly. Premiums may also be paid monthly by automatic bank draft. We will change the Premium Term if We receive the Owner's proper written request at Our home office before the premium due date.

Renewal After The Expiration Date

After the Expiration Date, You may renew the Policy at the end of each Premium Term as long as You are not Disabled and You are Gainfully Employed Full Time for at least ten months each year and the premium is paid on time. If You renew the Policy after the Expiration Date, We will issue a new Schedule Page at that time.

After the Expiration Date, We can require satisfactory written proof that You have continued to be Gainfully Employed Full Time for at least ten months each year.

The Policy must be in force in order for You to renew the Policy after the Expiration Date.

The only Coverage that will continue after the Expiration Date is for a Total Disability Benefit. All other Coverage in force on the Expiration Date will terminate on the Expiration Date, unless otherwise stated. The Benefit Period after the Expiration Date is shown in the Schedule Page.

After the Expiration Date, Your premium will be at Our rates then in effect for persons of Your Age, Class of Risk, Occupation Class, and any special class rating that applies to the Policy. We have the right to change such premiums on a class basis on any Policy Anniversary.

Any premium paid after the Expiration Date for a period not covered by the Policy will be returned to You.

Reinstatement

If the Policy has lapsed at the end of the Grace Period, You can apply to reinstate the Policy by completing an application and paying all overdue premiums. Such application must be received by Us within six months of the date the Policy lapsed.

We may require satisfactory evidence of insurability to reinstate the Policy. If We approve Your application, the Policy will be placed back in force on the date of such approval. If We have not approved or refused Your

This is a sample policy, subject to modification in certain states.

application in writing within 45 days after receipt of such application and overdue premium, the Policy will be reinstated on that 45th day. If We refuse to reinstate the Policy, We will refund Your premium.

In any case, the Policy will be reinstated on the date that We accept a premium and do not ask for an application.

The reinstated Policy will cover only losses that result from Injury that occurs after the date of Reinstatement or Sickness that first manifests itself more than ten days after such date. In all other respects, You and We will have the same rights under the Policy as before it lapsed, subject to any provisions endorsed on or attached to the Policy in connection with Reinstatement.

GENERAL CONTRACT PROVISIONS

Consideration

We have issued the Policy in consideration of the representations in Your application and payment of the first premium. A copy of Your application is attached and is a part of the Policy.

Effective Date Provision

Insurance takes effect on the Effective Date for the Premium Term that is shown in the Schedule Page, unless You have Preliminary Term. The Policy takes effect at 12:01 a.m. on the Effective Date and terminates at 11:59 p.m. on the Termination Date.

Preliminary Term Provision

If the Schedule Page indicates that You have Preliminary Term, the Policy takes effect at 12:01 a.m. on the Preliminary Term Effective Date. All of Your rights under the Policy will begin on the Preliminary Term Effective Date.

Entire Contract; Changes

The Policy with any application(s), the Schedule Pages, and any attached riders, amendments and endorsements make up the entire contract. No change in the Policy will be valid unless it has been endorsed on or attached to the Policy in writing by the president, a vice president, or the secretary of Berkshire Life.

No agent or broker has authority to change the Policy or waive any of its provisions.

Incontestable

The Policy will be incontestable as to the statements, except fraudulent statements, contained in the application after it has been in force for a period of two years during Your lifetime, excluding any period during which You are Disabled. No claim for a loss incurred or Disability that begins after two years from the Effective Date, excluding any period during which You are Disabled, will be reduced or denied because a sickness or physical condition existed prior to the Effective Date. This assumes that such sickness or physical condition was not excluded from Coverage by name or description.

In the event of a reinstatement, the Policy will be incontestable as to statements made by You, except fraudulent statements, contained in the application for reinstatement of the Policy after it has been in force for a period of two years following the date the Policy was reinstated, excluding any period during which You are Disabled.

Termination of the Policy

The Policy will terminate when the first of the following occurs:

- the premium for the Policy remains unpaid at the end of the Grace Period; or
- the premium for the Policy remains unpaid for more than 90 days after the end of a Suspension Period notwithstanding the Grace Period; or
- the date of Your written request to terminate the Policy; or
- the Expiration Date, if You are not Gainfully Employed Full Time for at least ten months each year; or
- the end of the first Premium Term after the Expiration Date, when You are no longer Gainfully Employed Full Time for at least ten months each year; or
- Your death.

This provision may
vary by state.

This is a sample policy, subject to modification in certain states.

Conformity with State Laws

Any provision of the Policy which, on the Effective Date, is in conflict with the laws of the state in which You reside on such date is hereby amended to meet the minimum requirements of such laws.

Legal Actions

No one can bring an action at law or in equity under the Policy until 60 days after written Proof of Loss has been furnished as required by the Policy. In no case can an action be brought against Us more than three years after written Proof of Loss must be furnished.

Misstatement of Age

If Your age has been misstated, Coverage will be based upon what the premium paid would have bought at Your correct age. If We would not have issued the Policy at Your correct age, there will be no insurance and We will owe only a refund of all premiums paid for the period not covered by the Policy.

Assignment

We will not be bound by an assignment of the Policy for any claim unless We receive a written assignment on a form provided by Us before We pay the benefits claimed. We will not be responsible for the validity or tax consequences of any assignment.

Waiver of Policy Provisions

Our failure to invoke or enforce a right We have reserved under the terms of the Policy will not be deemed a permanent waiver of that right.

Basic Residual Disability Benefit Rider – Policy Form 1417/1517/1617

This is a sample policy, subject to modification in certain states.

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

BASIC RESIDUAL DISABILITY BENEFIT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

CPI-U

CPI-U means the Consumer Price Index for All Urban Consumers, or any later replacement of it, as published by the United States Department of Labor.

Current Index Month

Current Index Month means the anniversary of the Original Index Month immediately preceding the Review Date.

Disability or Disabled

Disability or Disabled is amended to also include Residual Disability or Residually Disabled.

Original Index Month

Original Index Month means the calendar month 90 days before the date on which You were first Disabled in the same claim.

Residual Disability or Residually Disabled

Residual Disability or Residually Disabled means that You are Gainfully Employed and You are not Totally Disabled under the terms of the Policy, but solely due to Injury or Sickness:

- You experience a Loss of Income that is at least 20% of Your Prior Income; and either
- You are able to perform one or more, but not all, of the material and substantial duties of Your Occupation; or
- You are able to perform all of the material and substantial duties of Your Occupation but not for the length of time they normally require.

Working an average of more than 40 hours in a week, in itself, is not a material and substantial duty.

Residual Indemnity

Residual Indemnity means the amount We will pay for each month of Residual Disability. It is a percentage of the Monthly Indemnity.

Review Date

Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO RESIDUAL DISABILITY

Residual Disability Benefit

When You are Residually Disabled, We will pay Residual Indemnity as follows:

- You must become Disabled while the Policy is in force.
- You must satisfy the Elimination Period.
- After You have satisfied the Elimination Period, Residual Indemnity will be payable at the end of each month while You are Residually Disabled.

For each month benefits are payable under this rider, Residual Indemnity may never exceed Loss of Income, except as stated in the Enhancements to Residual Indemnity provision.

1417 (07/11)

Not all disabilities are total. This rider provides benefits for partial (or “residual”) disabilities.

A loss of time or duties is required.

You must demonstrate at least a 20% loss of income due to injury or sickness.

No prior period of total disability required.

This is a sample policy, subject to modification in certain states.

For the first 6 months of residual disability, we will consider your loss of income to be 50% of your prior income or the actual percentage of loss, if greater.

Annual adjustment of predisability earnings and expenses.

You may be eligible for a recovery benefit to help you in your return to gainful employment.

Payment of Residual Indemnity

Residual Indemnity will be determined by the formula (a) divided by (b) multiplied by (c), where:

- (a) is Your Loss of Income for the month in which You are Residually Disabled; and
- (b) is Your Prior Income; and
- (c) is the Monthly Indemnity.

Enhancements to Residual Indemnity

During the first six months in which Residual Indemnity is payable, We will deem Your Loss of Income to be 50% of Your Prior Income or the actual percentage of loss, if greater.

If Your Loss of Income is more than 75% of Prior Income in any month of Residual Disability while Residual Indemnity is payable, We will deem such loss to be 100%.

We will not increase the Residual Indemnity because You are Disabled from more than one cause at the same time.

Adjustment of Prior Income and Prior Business Expenses

On the Review Date while Residual Indemnity is payable, We will adjust Your Prior Income and Prior Business Expenses for the next 12 months to reflect any changes in cost of living since the start of claim. We will adjust the Prior Income and Prior Business Expenses by multiplying each by the actual percentage change in the CPI-U between the Current Index Month and the Original Index Month. The adjusted Prior Income and adjusted Prior Business Expenses will apply to the 12-month period that follows the Review Date and will be used to determine Your Loss of Income.

The adjustment to Prior Income and Prior Business Expenses may vary from year to year as the CPI-U rises or falls in relation to the Original Index Month. We will make no change that would reduce Prior Income or Prior Business Expenses below what they were at the start of claim.

We will adjust the Prior Income and Prior Business Expenses on each Review Date while Residual Indemnity is payable until the first of the following events occurs:

- a Recovery Benefit is payable; or
- the Benefit Period ends; or
- this rider terminates.

Recovery Benefit

We will pay You a Recovery Benefit if:

- You are no longer Disabled; and
- You return to Full Time Gainful Employment immediately following a period of Disability for which We paid benefits under the Policy; and
- Your Loss of Income is at least 20% of Your Prior Income; and
- Your Loss of Income is solely due to the Injury or Sickness that caused Your Disability.

The Recovery Benefit payable will be a percentage of the Monthly Indemnity for the Policy. The Recovery Benefit will be determined by the formula (a) divided by (b) multiplied by (c), where:

- (a) is Your Loss of Income for the month in which You are claiming a Recovery Benefit; and
- (b) is Your Prior Income; and
- (c) is the Monthly Indemnity in effect on the last Review Date before Your Disability ended.

We will continue to waive premiums while You are receiving a Recovery Benefit even if it exceeds the six-month period after You recover as stated in the Waiver of Premium provision of the Policy. We will continue to waive premiums until the later of:

- the end of the six-month period after You recover; or
- the date the Recovery Benefit is no longer payable.

1417 (07/11)

An income loss of more than 75% will be considered to be 100% while residual indemnity is payable.

This is a sample policy, subject to modification in certain states.

Waiver of Premium
also applies to
residual disability.

Proof of Loss

In addition to any Proof of Loss required by the Policy, You must provide Us with written Proof of Loss necessary to establish that Your Loss of Income is solely the result of the Injury or Sickness that caused Your Disability.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date of the Policy.

TERMINATION

Termination of Residual Indemnity

Residual Indemnity will no longer be payable on the date that the first of the following events occurs:

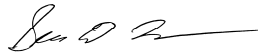
- You are no longer Residually Disabled; or
- Your Loss of Income is no longer solely due to the Injury or Sickness that caused Your Residual Disability; or
- You become Totally Disabled; or
- the Benefit Period ends; or
- this rider terminates.

Termination of Recovery Benefit

Recovery Benefit will no longer be payable on the date that the first of the following events occurs:

- You become Disabled; or
- You are no longer Gainfully Employed Full Time; or
- Your Loss of Income is no longer solely due to the Injury or Sickness that caused Your Disability; or
- Your Loss of Income is less than 20% of Your Prior Income; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America



Secretary

1417 (07/11)

3% Maximum Cost of Living Adjustment Rider – Policy Form 1418/1518/1618

This is a sample policy, subject to modification in certain states.

This rider provides a maximum 3% annual compounded indexing of the monthly indemnity while benefits are payable. This also applies to the social insurance substitute indemnity, if included as an optional rider.

Adjustment made on the anniversary of when you were first disabled in the same claim, not the end of the elimination period.

Benefits are indexed by the CPI-U.

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

3% MAXIMUM COST OF LIVING ADJUSTMENT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Cost of Living Adjustment Factor

Cost of Living Adjustment Factor for the first Review Date is determined by dividing the CPI-U for the Index Month by the CPI-U for the Original Index Month. Cost of Living Adjustment Factor for any subsequent Review Date is determined by dividing the CPI-U for the Index Month by the CPI-U for the Index Month as of the Prior Review Date. The Cost of Living Adjustment Factor will never be less than 1.00 or greater than 1.03.

CPI-U

CPI-U means the Consumer Price Index for All Urban Consumers, or any later replacement for it, as published by the Bureau of Labor Statistics of the United States Department of Labor.

Incremental Monthly Indemnity

Incremental Monthly Indemnity means the difference between the adjusted Monthly Indemnity in effect on the last Review Date before Your claim ends and the Monthly Indemnity as shown in the Schedule Page.

Index Month

Index Month means the calendar month 90 days before each Review Date.

Original Index Month

Original Index Month means the calendar month 90 days before the date You were first Disabled in the same claim.

Review Date

Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

Cost of Living Adjustment

On the Review Date while You are Disabled and benefits are payable, We will adjust the Monthly Indemnity for the next 12 months to reflect any changes in cost of living. The adjusted Monthly Indemnity will apply to the 12-month period that follows the Review Date while You remain Disabled in the same claim.

On the first Review Date, We will adjust the Monthly Indemnity by multiplying the Monthly Indemnity by the Cost of Living Adjustment Factor. On each subsequent Review Date while benefits are payable, We will adjust the Monthly Indemnity by multiplying the prior year's adjusted Monthly Indemnity by the Cost of Living Adjustment Factor.

If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity shown on the Schedule Page by the Incremental Monthly Indemnity, if any, if the Incremental Monthly Indemnity is at least \$200.

There will be no extra premium charge for the Incremental Monthly Indemnity until the Expiration Date.

1418 (07/11)

There is no cap to the total amount the monthly indemnity may increase under this rider.

The monthly indemnity will be adjusted if you are eligible for total disability benefits or residual disability benefits.

Should you recover, increases of at least \$200 created under this rider will remain with no extra premium charge to age 65 or 67.

This is a sample policy, subject to modification in certain states.

You can choose
to continue
increased
monthly
indemnity
after the
expiration date
at an additional
premium.

Adjusted Monthly Indemnity After the Expiration Date

At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must meet all the conditions in the Policy for renewal after the Expiration Date.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

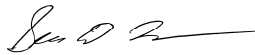
TERMINATION

Termination of Cost of Living Adjustment

We will adjust the Monthly Indemnity on each Review Date until the first of the following events occurs:

- You are no longer Disabled; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America



Secretary

1418 (07/11)

Benefit Purchase Rider – Policy Form 1419/1519/1619

This is a sample policy, subject to modification in certain states.

The Benefit Purchase Rider allows you to purchase additional coverage every 3 years until age 55 without additional medical underwriting. Financial eligibility will be determined by your income, occupation, employment, and all other disability insurance with any insurer that you own, have applied for, or for which you are eligible. This no cost rider will be added to the policy at underwriter discretion if the Basic Residual Disability Benefit Rider is included on the policy and you purchase at least 75% of the eligible Monthly Indemnity at time of policy issue.

Allows you to increase coverage if you are no longer eligible to participate in your employer's group LTD plan, or if group LTD coverage ends and is not replaced, or you have had an increase in your income of at least 50% during the first three years after the effective date of the policy or since the last Review Date.

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

BENEFIT PURCHASE RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

This Policy is amended by adding or changing the following provisions:

DEFINITIONS

Benefit Purchase Period

Benefit Purchase Period means the 61 day period beginning 30 days immediately before the Review Date and ending 30 days immediately following the Review Date.

Increase Policy

Increase Policy means the additional Monthly Indemnity purchased under this rider.

Review Date

Review Date means the third Policy Anniversary and every third Policy Anniversary thereafter while this rider is in effect.

PROVISIONS RELATING TO BENEFIT PURCHASE OFFERS

Benefit Purchase Offer

On each Review Date, We will review Your eligibility for an Increase Policy. To keep this rider in effect and to determine eligibility for an Increase Policy, We will require an application and other evidence which demonstrate that You are insurable under Our then current underwriting guidelines, except that You do not have to provide evidence of Your medical insurability. We must receive the application and other evidence We require during the Benefit Purchase Period.

Evidence of insurability will include documentation of Your Income, occupation, employment and all other disability insurance with any insurer that is in force, which You have applied for, or for which You are eligible, and additional evidence of financial insurability, as necessary.

Our offer for an Increase Policy will be the maximum amount of additional Monthly Indemnity available to You, if any, based on the information received and Our then current underwriting guidelines.

Special Benefit Purchase Option Offer

You may be eligible to apply for an Increase Policy one time between each Review Date if You meet at least one of the following conditions:

1. You are no longer eligible to participate in Your employer's group long term disability (LTD) plan; or
2. a group LTD plan under which You were covered ends and has not been converted or replaced; or
3. You have had at least a 50% increase in Your Income during the first three years after the Effective Date of the Policy, or since the last Review Date.

An offer for an Increase Policy may be available if, within 90 days after the date one of the above conditions occurs, You notify Us by submitting an application and evidence which demonstrates that You are insurable under Our then current underwriting guidelines. You do not have to provide evidence of Your medical insurability.

Evidence of insurability will include documentation of Your Income, occupation, employment and all other disability insurance with any insurer that is in force, which You have applied for, or for which You are eligible, and additional evidence of financial insurability, as necessary.

1419 (07/11)

Opportunity to increase coverage made every third Policy Anniversary.

We will make the maximum offer for an Increase Policy that you are eligible for based on our then current underwriting guidelines.

This is a sample policy, subject to modification in certain states.

Conditions and Limitations

Any offer for an Increase Policy is subject to the following conditions and limitations:

- The Increase Policy will be issued on a separate policy form then in use on a regular basis in the place where You live.
- The Increase Policy may not include the same provisions, benefits or riders as the Policy to which this rider is attached.
- The Increase Policy cannot have a shorter Elimination Period or a longer Benefit Period than the Policy which this rider is attached.
- We will not issue an Increase Policy with less than \$200 of Monthly Indemnity.
- The premium for each Increase Policy will be based on the rates in effect on the date of issue of the Increase Policy. The premium will be based on the following factors:
 - the Monthly Indemnity of the Increase Policy; and
 - Your Age on the date of issue of the Increase Policy; and
 - the Class of Risk of the Policy to which this rider is attached; and
 - Your Occupation Class on the date of issue of the Increase Policy; and
 - any special class rating that applies to the Policy to which this rider is attached; and
 - the policy form of the Increase Policy; and
 - any rider that is attached to the Increase Policy that adjusts or determines a benefit based upon Monthly Indemnity.
- Conditions that are excluded by name or specific description under the terms of the Policy to which this rider is attached will be excluded under the Increase Policy.
- In order for an Increase Policy to become effective, We must receive the first premium.

Benefit Purchase Offers When Disabled or Benefits are Payable or during a Suspension Period

You are not eligible for an Increase Policy when You are Disabled or when benefits are payable or during a Suspension Period.

If You recover and benefits are no longer payable or We are not waiving premiums, or the Suspension Period ends, You may request an Increase Policy according to the Benefit Purchase Offer or Special Benefit Purchase Option Offer provisions.

Premium

There is no premium for this rider.

The Increase Policy is underwritten financially and occupationally.

Your class of risk on any increase in coverage will be the same as the base policy.

This is a sample policy, subject to modification in certain states.

Failure to submit an application, or accept and pay for at least 50% of our offer terminates the rider.

TERMINATION

Termination of the Benefit Purchase Rider

This rider terminates when the first of the following events occurs:

- An application for an Increase Policy and required evidence of insurability is not received during the Benefit Purchase Period; or
- Less than 50% of Our offer for an Increase Policy is accepted; or
- The initial premium for any Increase Policy is not paid; or
- The date of Your written request to reduce the Monthly Indemnity of the Policy to which this rider is attached; or
- The date of Your written request to terminate this rider; or
- You attain Age 55; or
- The Policy terminates.

Berkshire Life Insurance Company of America



Secretary

1419 (07/11)

Retirement Protection Plus (RPP) Disability Benefit Rider – Policy Form 1415/1515/1615

This is a sample policy, subject to modification in certain states.

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

RETIREMENT PROTECTION PLUS (RPP) DISABILITY BENEFIT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Accumulation Period

The Accumulation Period for this rider is shown in the Schedule Page. It is an uninterrupted period of consecutive days that begins on the first day that You are Totally Disabled and not Gainfully Employed, and during which the Elimination Period must be satisfied.

Elimination Period

The Elimination Period for this rider is shown in the Schedule Page. The Elimination Period is the number of days that must elapse before benefits become payable. The Elimination Period starts on the first day that You are Totally Disabled and not Gainfully Employed. You must be Totally Disabled and not Gainfully Employed, from the same cause or a different cause for this entire period. The days within this period need not be consecutive, but they must occur within the Accumulation Period. Benefits will not accrue or be payable during the Elimination Period.

RPP Monthly Indemnity

RPP Monthly Indemnity is shown in the Schedule Page. It is the amount We will pay to the Trustee for each month You are Totally Disabled and not Gainfully Employed.

Trust

Trust means the irrevocable trust account established by You into which the RPP Monthly Indemnity will be paid.

Trustee

The Trustee is responsible for the administration of the Trust. If a successor Trustee is required, one will be named by Us.

PROVISIONS RELATING TO THE RPP BENEFIT

This rider provides an RPP Benefit if You are Totally Disabled and not Gainfully Employed.

During a period of Disability, the premium for this rider will be waived if premiums are then being waived for the Policy to which this rider is attached.

The RPP Monthly Indemnity, Elimination Period, Accumulation Period, Benefit Period, Expiration Date and the annual premium for this rider are shown in the Schedule Page.

RPP Benefit

When You are Totally Disabled and not Gainfully Employed, We will pay the RPP Monthly Indemnity as follows:

- You must become Totally Disabled while the Policy is in force.
- You must have executed any documents that may be necessary to establish the Trust and to facilitate payment of the RPP Monthly Indemnity.
- You must satisfy the Elimination Period of this rider.

1415 (07/11)

This rider provides an additional benefit in the event of a total disability. It is designed to help replace contributions made to defined contribution retirement plans by you and your employer.

The RPP monthly indemnity will be paid to the Trust for you while you are totally disabled and not gainfully employed.

The trustee is Berkshire Bank, Pittsfield, MA.

This is a sample policy, subject to modification in certain states.

Trust assets are generally available to you at age 65. A distribution may be made before age 65 under special circumstances outlined in the trust agreement.

- After you have satisfied the Elimination Period of this rider, RPP Monthly Indemnity will be payable at the end of each month while You are Totally Disabled and not Gainfully Employed.
- The RPP Monthly Indemnity is paid into the Trust established for this purpose.

We will not increase the RPP Monthly Indemnity because You are Totally Disabled from more than one cause at the same time.

Distribution of Trust Assets

Trust assets will be distributed in accordance with the terms of the Trust.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after Age 65.

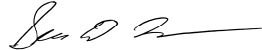
TERMINATION

Termination of the RPP Benefit

The RPP Monthly Indemnity will no longer be payable on the date that the first of the following events occurs:

- You are no longer Totally Disabled; or
- You become Gainfully Employed; or
- the Benefit Period ends; or
- You attain Age 65; or
- this rider terminates.

Berkshire Life Insurance Company of America



Secretary

Catastrophic Disability Benefit Rider – Policy Form 1410/1510/1610

This is a sample policy, subject to modification in certain states.

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

CATASTROPHIC DISABILITY BENEFIT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Accumulation Period

The Accumulation Period for this rider is shown in the Schedule Page. It is a period of consecutive days that begins on the first day that You are Catastrophically Disabled and during which the Elimination Period must be satisfied.

Activities of Daily Living

Activities of Daily Living means Bathing, Dressing, Eating, Transferring, Toileting and Continence:

- **Bathing** means the ability to bathe, either in a tub or shower or by sponge bath, with or without adaptive devices, including the task of getting into or out of the tub or shower.
- **Dressing** means the ability to put on and take off all items of clothing, and any medically necessary braces, fasteners or other equipment or prosthetic devices You usually wear.
- **Eating** means the ability to get nourishment into Your body by any means, including intravenously or by a feeding tube.
- **Transferring** means the ability to move in and out of a chair or bed with or without equipment such as canes or quad canes, walkers, crutches, grab bars, or other support devices including mechanical or motorized devices.
- **Toileting** means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- **Continence** means the ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene including caring for a catheter or colostomy bag.

Catastrophic Disability Adjustment Factor

Catastrophic Disability Adjustment Factor is equal to 1.03.

Catastrophic Disability Indemnity

The Catastrophic Disability Indemnity is shown in the Schedule Page. It is the amount We will pay for each month of Catastrophic Disability.

Catastrophic Disability Review Date

Catastrophic Disability Review Date means the recurrence each year of the date on which You were first Catastrophically Disabled in the same claim.

1410 (06/10)

This rider can provide a monthly benefit in addition to any other disability benefit payments under the policy if you are catastrophically disabled.

Adjustment made on the anniversary of when you were first catastrophically disabled in the same claim, not the end of the elimination period.

This is a sample policy, subject to modification in certain states.

You are catastrophically disabled if unable to perform two or more activities of daily living, or are cognitively impaired, or irrecoverably disabled.

Elimination period for this rider is for the same duration as the base policy elimination period, during which you must be catastrophically disabled.

Catastrophic Disability or Catastrophically Disabled

Catastrophic Disability or Catastrophically Disabled means that, due to Injury or Sickness, You are:

- unable to perform two or more of the Activities of Daily Living without Human Standby Assistance; or
- Cognitively Impaired; or
- Irrecoverably Disabled.

Cognitive Impairment or Cognitively Impaired

Cognitive Impairment or Cognitively Impaired means You have suffered a severe deterioration or loss in Your cognitive capacity which requires Substantial Supervision to protect You or others from threats to health and safety.

Substantial Supervision means the continual supervision by another person that may include physical assistance, cueing by verbal prompting, gestures, or other similar demonstrations.

The Cognitive Impairment must result from Injury, Sickness, Alzheimer's Disease, senility or irreversible dementia, and must be supported by reliable clinical evidence and standardized tests that reliably measure Your impairment in:

- short or long term memory;
- Your orientation as to person (such as who You are), place (such as Your location) and time (such as day, date and year); and
- deductive or abstract reasoning.

Disability or Disabled

Disability or Disabled is amended to also include Catastrophic Disability or Catastrophically Disabled.

Elimination Period

The Elimination Period for this rider is shown in the Schedule Page. The Elimination Period is the number of days that must elapse before benefits become payable. The Elimination Period starts on the first day that You are Catastrophically Disabled. You must be Catastrophically Disabled from the same cause or a different cause for this entire period. The days within this period need not be consecutive, but they must occur within the Accumulation Period. Benefits will not accrue or be payable during the Elimination Period.

Human Standby Assistance

Human Standby Assistance means the presence of another person within arm's reach of You that is necessary to prevent, by physical intervention, injury to You in the performance of an Activity of Daily Living or to provide cueing by verbal prompting to assist You in the performance of an Activity of Daily Living.

Irrecoverable Disability or Irrecoverably Disabled

Irrecoverable Disability or Irrecoverably Disabled means that, even if You are Gainfully Employed, Injury or Sickness results in your total, complete, and irrecoverable loss of:

- the sight in both eyes;
- hearing in both ears;
- speech; or
- the use of both hands, both feet, or one hand and one foot, in their entirety.

Maximum Monthly Catastrophic Disability Indemnity

Maximum Monthly Catastrophic Disability Indemnity is equal to two times the Catastrophic Disability Indemnity shown in the Schedule Page.

We will waive the elimination period for this rider if you are irrecoverably disabled.

The catastrophic disability indemnity will increase 3% each year while you remain catastrophically disabled, but may not increase to exceed two-times your original catastrophic disability indemnity.

1410 (06/10)

This is a sample policy, subject to modification in certain states.

PROVISIONS RELATING TO CATASTROPHIC DISABILITY BENEFIT

Catastrophic Disability Benefit

When You are Catastrophically Disabled, We will pay the Catastrophic Disability Indemnity as follows:

- You must become Catastrophically Disabled while the Policy is in force.
- You must satisfy the Elimination Period for this rider.
- After You have satisfied the Elimination Period for this rider, the Catastrophic Disability Indemnity will be payable at the end of each month while You remain Catastrophically Disabled.
- Benefits for Catastrophic Disability will stop at the end of the Benefit Period or, if earlier, on the date You are no longer Catastrophically Disabled.

We will not increase the Catastrophic Disability Indemnity because You are Catastrophically Disabled from more than one cause at the same time.

Cost of Living Adjustment of the Catastrophic Disability Indemnity

At the end of each 12 months while You are Catastrophically Disabled, We will adjust Your Catastrophic Disability Indemnity as follows:

- On each Catastrophic Disability Review Date, We will determine Your adjusted Catastrophic Disability Indemnity for the next 12 months by multiplying the Catastrophic Disability Indemnity paid immediately prior to the Catastrophic Disability Review Date by the Catastrophic Disability Adjustment Factor;
- the adjusted Catastrophic Disability Indemnity may not exceed the Maximum Monthly Catastrophic Disability Indemnity; and
- benefits for a Catastrophic Disability are not subject to any other cost of living adjustments under the Policy.

Irrecoverable Disability Benefit

If You are Irrecoverably Disabled, We will pay benefits as follows:

- We will waive the unexpired portion of the Elimination Period for the Policy and this rider, and benefits start to accrue from the date of Your Irrecoverable Disability; and
- the Catastrophic Disability Indemnity will be paid for as long as your Irrecoverable Disability continues, but not longer than the Benefit Period.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

TERMINATION

Termination of the Catastrophic Disability Benefit

The Catastrophic Disability Indemnity will no longer be payable on the date that the first of the following events occurs:

- You are no longer Catastrophically Disabled; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America



Secretary

1410 (06/10)

Benefit period for this rider is for the same duration as the benefit period for the base policy, but never continues beyond age 65 or 67.

Waiver of premium also applies to catastrophic disability.

Automatic Benefit Enhancement Rider – Policy Form 1406/1506/1606

This is a sample policy, subject to modification in certain states.

This rider provides automatic increases to the monthly indemnity each year, despite changes in health, income or occupation, while you are not disabled. Automatic increases are not provided during a suspension period.

Each automatic increase will be 4% of the prior year's monthly indemnity. Monthly indemnity issued under the Additional Monthly Benefit or Cost of Living Adjustment riders (if included on the policy) is excluded.

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

AUTOMATIC BENEFIT ENHANCEMENT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Automatic Increase

Automatic Increase means the increase in the Monthly Indemnity that takes effect under the terms and conditions of this rider unless You refuse it. While You are eligible for Automatic Increases, the Automatic Increase is equal to the Indexed Monthly Indemnity in effect immediately prior to the Policy Anniversary multiplied by the Automatic Increase Rate.

Automatic Increase Rate

The Automatic Increase Rate is shown in the Schedule Page.

Indexed Monthly Indemnity

The Indexed Monthly Indemnity is the Monthly Indemnity of the Policy, including any Automatic Increases that We have issued, but excluding any Monthly Indemnity issued under an Additional Monthly Benefit Rider and any Monthly Indemnity added pursuant to a Cost of Living Adjustment Rider.

Rider Review Date

The Rider Review Date means the sixth Policy Anniversary and every sixth Policy Anniversary thereafter while this rider is in effect.

PROVISIONS RELATING TO AUTOMATIC BENEFIT ENHANCEMENT

Automatic Benefit Enhancement

This rider provides for up to six annual Automatic Increases as follows:

- On each Policy Anniversary, unless You refuse, We will increase Your Monthly Indemnity by the Automatic Increase.
- No Automatic Increase will be made which will cause the Monthly Indemnity to exceed the maximum amount of allowable Monthly Indemnity available to You based on Our underwriting guidelines in effect as of the Effective Date of the Policy.
- We will not require any evidence of insurability for an Automatic Increase to take effect.
- Each Automatic Increase that You accept will remain in effect for as long as the Policy is in force and the premium is paid.
- The premium for each Automatic Increase will be based on the rates in effect on the date of issue of the Automatic Increase. The premium will be based on the following factors:
 - the Automatic Increase amount; and
 - Your Age on the date of issue of the Automatic Increase; and
 - the Class of Risk and Occupation Class of the Policy to which this rider is attached; and
 - any special class rating that applies to the Policy to which this rider is attached; and
 - any rider that is attached to the Policy that adjusts or determines a benefit based upon Monthly Indemnity.

There is no premium for this rider.

You are eligible for up to six annual increases.

While there is no premium for this rider, each automatic increase you accept will include a corresponding attained age premium.

1406 (07/11)

This is a sample policy, subject to modification in certain states.

You are not obligated to accept any increases.

Refusal of an Automatic Increase

You may refuse an Automatic Increase:

- by submitting to Us a written request within 31 days after an Automatic Increase premium becomes due; or
- by not paying the premium for the Automatic Increase when it is due.

Automatic Increases which are refused may not be exercised later. If You refuse two consecutive Automatic Increases, all further Automatic Increases will be forfeited and this rider terminates.

Automatic Increases While Disabled or During a Suspension Period

Automatic Increases will not be added to Your Monthly Indemnity for any period in which You are Disabled or during a Suspension Period. If the Suspension Period ends, or You recover and We are no longer paying benefits or waiving premiums, then Automatic Increases will resume on the next Policy Anniversary and continue until the next Rider Review Date.

Any scheduled Automatic Increase will be forfeited during a period while premiums are being waived or during a Suspension Period.

Rider Renewal

After a Rider Review Date and before the next Policy Anniversary, You may submit an application to renew this rider for the smallest of:

- another six Automatic Increases; or
- the number of Automatic Increases between your attained Age and Age 60; or
- the number of Automatic Increases which will not cause the Monthly Indemnity to exceed the maximum amount of allowable Monthly Indemnity available to You based on Our underwriting rules in effect at the time You apply for rider renewal.

If You apply to renew this rider, You must provide evidence of Your medical insurability, Income, occupation, employment and other insurance in force, applied for, or for which You are eligible. We may require additional evidence of financial insurability to renew this rider.

Your application to renew this rider will be underwritten in accordance with Our underwriting guidelines in effect at the time You apply for renewal to determine if You are eligible to renew this rider.

If benefits have been paid by Us under the Policy, You are not eligible to renew this rider.

Premium

There is no premium for this rider.

You may apply to renew this rider every six years, subject to underwriting approval.

1406 (07/11)

This is a sample policy, subject to modification in certain states.

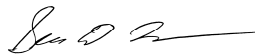
TERMINATION

Termination of the Automatic Benefit Enhancement

This rider will terminate on the date when the first of the following events occurs:

- We do not renew this rider; or
- You attain Age 60; or
- The date of Your refusal of a second consecutive Automatic Increase; or
- Any date on which Your Monthly Indemnity equals or exceeds the maximum amount of allowable Monthly Indemnity available to You based on Our underwriting guidelines in effect as of the Effective Date of the Policy or the last Rider Review Date, whichever is later; or
- On a Rider Review Date if You are Disabled; or
- On a Rider Review Date during a Suspension Period; or
- On the date the Policy terminates.

Berkshire Life Insurance Company of America



Secretary

1406 (07/11)

Unemployment Waiver of Premium Rider – Policy Form 1409/1509/1609

This is a sample policy, subject to modification in certain states.

This rider will waive premiums for 12 months under certain circumstances when you become unemployed.

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

UNEMPLOYMENT WAIVER OF PREMIUM RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

DEFINITIONS

Unemployment Period

Unemployment Period means the 12-month period starting on the date of Your unemployment.

BENEFIT PROVISIONS

Unemployment Waiver of Premium Benefit

If You become unemployed and receive unemployment compensation for at least 60 consecutive days:

- We will refund that portion of any premium paid which applies to the Unemployment Period.
- We will then waive any later premiums that are due during the Unemployment Period. We will waive these premiums even if You return to Gainful Employment.

When the Unemployment Period ends, You are responsible for the pro rata portion of the premium for the remainder of the current Premium Term, and all premiums that fall due thereafter.

Premiums may not be waived for a subsequent Unemployment Period until 48 months have elapsed from the end of the previous Unemployment Period.

Conditions and Limitations

To receive the Unemployment Waiver of Premium Benefit, You must satisfy all of the following conditions:

- You must notify Us in writing within 90 days of the date on which You become unemployed.
- You must provide Us with a determination letter from the state or federal agency responsible for administering unemployment benefits. This letter must indicate that You qualify for unemployment compensation.
- You must provide proof that You have been receiving such compensation for at least 60 consecutive days.

If You become Disabled while premiums are being waived by reason of unemployment, You will remain eligible for benefits under the terms and conditions of the Policy.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after You are Age 60.

Berkshire Life Insurance Company of America



Secretary

Premiums are waived even if you return to work.

1409 (06/10)

Social Insurance Substitute Rider – Policy Form 1401

This is a sample policy, subject to modification in certain states.

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

SOCIAL INSURANCE SUBSTITUTE RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

The Policy is amended by adding or changing the following provisions:

DEFINITIONS

Legislated Benefits

Legislated Benefits means the benefits provided for disability or retirement under:

- The U.S. Social Security Act or a similar law of any other country (including any Primary Insurance Amount or Family Benefit); or
- Any worker's compensation or occupational disease law, or any similar law; or
- Retirement and disability fund programs for employees of any federal, state, county, municipal or other governmental subdivision; or
- Any other federal, state, county or municipal disability or temporary disability law.

Monthly Indemnity

Monthly Indemnity is the amount shown in the Schedule Page plus the Social Insurance Substitute Indemnity. It is the amount We will pay for each month of Total Disability.

Social Insurance Substitute Indemnity

The Social Insurance Substitute Indemnity is the additional Monthly Indemnity provided by this rider.

Social Insurance Substitute Maximum Monthly Indemnity

The Social Insurance Substitute Maximum Monthly Indemnity is shown on the Schedule Page.

PROVISIONS RELATING TO THE SOCIAL INSURANCE SUBSTITUTE INDEMNITY

While you are Disabled, We will adjust the Monthly Indemnity to include any Social Insurance Substitute Indemnity. The Social Insurance Substitute Indemnity is determined as follows:

- If You receive no Legislated Benefits, the Social Insurance Substitute Indemnity is the Social Insurance Substitute Maximum Monthly Indemnity.
- If You receive Legislated Benefits, the Social Insurance Substitute Indemnity is the Social Insurance Substitute Maximum Monthly Indemnity minus the Legislated Benefits You receive.
- If You receive Legislated Benefits that are equal to or greater than the Social Insurance Substitute Maximum Monthly Indemnity, the Social Insurance Substitute Indemnity is zero.

Any automatic increases in your Legislated Benefits during a Disability will not be included in the calculation of the Social Insurance Substitute Indemnity.

If the first payment of any Legislated Benefits includes a retroactive benefit, You do not have to refund any amounts We may have paid under this rider for the same period of Disability which that retroactive benefit covers.

If any payment of Legislated Benefits includes a lump sum payment, You must immediately notify us of such payment. The lump sum payment will be pro rated on a monthly basis over the time period for which the payment was intended. If the time period to which the lump sum payment applies is not specified, We will make a reasonable determination as to the time period for which the payment may have been intended.

1401 (06/10)

This rider may provide an additional benefit that is coordinated with benefits you may receive from social insurance programs or worker's compensation.

The social insurance substitute indemnity also applies to the Basic Residual Disability Benefit and 3% Maximum Cost of Living Adjustment Riders if included as optional riders, as well as to the Capital Sum Benefit.

No refund is required if your first social insurance payment includes retroactive benefits.

There is a dollar-for-dollar offset if you are receiving other legislative benefits.

This is a sample policy, subject to modification in certain states.

There are eligibility requirements to receive benefits under this rider.

Eligibility for the Social Insurance Substitute Indemnity

To be eligible for the Social Insurance Substitute Indemnity, You must be Disabled and You must give Us written proof that:

- You have applied in a proper and timely manner for Legislated Benefits for which You may be eligible;
- Your claim for Legislated Benefits has been approved, denied, or is still pending; and
- If denied, You are following every appeals process available to You.

Such proof must be provided to Us as often as We may reasonably require. It must include all correspondence between You and the appropriate office for the Legislated Benefits for which You are making claim, as well as any correspondence You have with Your employer.

If You have not provided written proof, We will deem the Social Insurance Substitute Indemnity to be zero.

If, after completing the appeals process, You are still denied Legislated Benefits, We can require You to reapply for them from time to time.

Attorney Fee Benefit

If you incur attorney fees during a Legislated Benefits appeals process, We will pay a one-time additional benefit equal to the Social Insurance Substitute Maximum Monthly Indemnity, provided that You had:

- A hearing before an Administrative Law Judge; or
- A review of the hearing by the Appeals Council (or similar body); or
- Brought a civil action in the United States District Court.

We will not pay the attorney fee benefit for services provided before:

- Your initial filing for Legislated Benefits is denied; and
- You have requested and received a reconsideration of the denial.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date of the Policy.

TERMINATION

The Social Insurance Substitute Indemnity ends on the date that the first of the following events occurs:

- The Benefit Period ends; or
- You are no longer Disabled; or
- The Expiration Date of the Policy.

Berkshire Life Insurance Company of America



Secretary

You may be entitled to an additional benefit if you incur legal expenses while appealing a denial of your claim for legislative benefits.

Managerial Duties Endorsement – Policy Form 1420-E/1520-E/1620-E

This is a sample policy, subject to modification in certain states.

If your occupation changes, you may apply to us to have this endorsement removed from the policy. Removal is subject to underwriting approval.

Berkshire Life Insurance Company of America
700 South Street
Pittsfield, MA 01201

MANAGERIAL DUTIES ENDORSEMENT

This endorsement is a part of the Policy to which it is attached. All provisions of the Policy apply to this endorsement and remain the same except where modified by this endorsement.

The Policy is amended by adding or changing the following definitions:

Managerial Duties

Managerial Duties means Your administrative or managerial functions of Your Occupation that do not involve Manual Duties.

Manual Duties

Manual Duties are duties that require physical activities. These include, but are not limited to, climbing, bending, stooping, kneeling, lifting, crouching, crawling, carrying, pushing, pulling, operating machinery and driving.

EXCLUSIONS AND LIMITATIONS

The following exclusion is added to the Policy:

Exclusions

We will not pay benefits for any Disability in which You can perform the Managerial Duties of Your Occupation, but cannot perform the Manual Duties of Your Occupation.

Berkshire Life Insurance Company of America



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Under certain circumstances, this endorsement allows us to consider providing coverage or a more favorable occupation class to a person who performs manual duties as part of their occupation.

If this endorsement is attached to the policy, then this additional exclusion will apply to the policy.

1420-E (06/10)

THIS IS NEITHER A CONTRACT NOR AN OFFER TO CONTRACT NOR AN APPLICATION FOR DISABILITY INSURANCE. If a disability insurance policy is issued to you, the Company's obligations will be determined by the provisions of the policy that is actually issued to you. Certain provisions in the policy that is actually issued to you may vary in certain respects from their presentation in this specimen as a result of state laws or regulations.

LIMIT OF AUTHORITY: Agents, brokers and insurance producers are not authorized to make, alter or discharge any contract in the name of the Company nor to incur any liability on behalf of the Company by any promise or statement. Agents, brokers and insurance producers have no authority to make statements, either verbal or written, which might be construed as binding the Company. The only statements that might be construed as binding the Company are the provisions as stated in a policy that is actually issued to you.

For more information about products and services from Guardian and its subsidiaries contact your local Guardian Disability Specialist.



Disability income products underwritten and issued by Berkshire Life Insurance Company of America, Pittsfield, MA, a wholly owned stock subsidiary of The Guardian Life Insurance Company of America, New York, NY.